

Ruth Nettles

100111-TP

From: Scobie, Teresa A (TERRY) [terry.scobie@verizon.com]
Sent: Tuesday, March 09, 2010 9:03 AM
To: Filings@psc.state.fl.us
Cc: O'Roark, Dulaney L; David Christian; Clark, Demetria Germaine; contract admin filing status
Subject: Petition for Approval of Section 252(i) Adoption with Modifications of the Existing Terms of the IURC Agreement Between Birch Communications Inc. and Verizon Florida LLC by Rosebud Telephone, LLC
Attachments: VZ FL-Rosebud-252i-Birch Comm.pdf



The attached is submitted for filing on behalf of Verizon Florida LLC by

Dulaney L. O'Roark III
P. O. Box 110, MC FLTC0007
Tampa, Florida 33601-0110
(770) 284-3620
de.oroark@verizon.com

The attached document consists of a total of 23 pages - cover letter (1 page), Petition (1 page), Adoption Request (20 pages), and Certificate of Service (1 page).

Terry Scobie
Legal Secretary II
Verizon Legal Department
P. O. Box 110 - MC FLTC0007
Tampa, Florida 33601-0110
813-483-2610 (tel)
813-204-8870 (fax)
terry.scobie@verizon.com

DOCUMENT NUMBER-DATE

01597 MAR-9 2

FPSC-COMMISSION CLERK

Dulaney L. O'Roark III
Vice President & General Counsel, Southeast Region
Legal Department



Six Concourse Parkway
Suite 800
Atlanta, Georgia 30328

Phone 770-284-3620
Fax 770-284-3008
de.oroark@verizon.com

March 9, 2010 – **VIA ELECTRONIC MAIL**

Ann Cole, Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

100111-TP

Re: Docket No.
Petition for Approval of Section 252(i) Adoption With Modifications of the
Existing Terms of the Interconnection, Unbundling, Resale and Collocation
Agreement Between Birch Communications Inc. and Verizon Florida LLC by
Rosebud Telephone, LLC

Dear Ms. Cole:

The above-referenced Petition is enclosed for filing. Service has been made as indicated on the Certificate of Service. If there are any questions regarding this filing, please contact me at 770-284-3620.

Sincerely,

s/ Dulaney L. O'Roark III

Dulaney L. O'Roark III

tas

Enclosures

DOCUMENT NUMBER-DATE

01597 MAR-9 2010

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)
of the Interconnection, Unbundling, Resale and)
Collocation Agreement Between Birch)
Communications Inc. and Verizon Florida LLC)
by Rosebud Telephone, LLC)
_____)

Docket No. 100111-TP
Filed: March 9, 2010

**PETITION FOR APPROVAL OF SECTION 252(i) ADOPTION WITH MODIFICATIONS
OF THE EXISTING TERMS OF THE INTERCONNECTION, UNBUNDLING, RESALE
AND COLLOCATION AGREEMENT BETWEEN BIRCH COMMUNICATIONS INC.
AND VERIZON FLORIDA LLC BY ROSEBUD TELEPHONE, LLC**

Verizon Florida LLC (Verizon) files this petition before the Florida Public Service Commission (Commission) seeking approval of Rosebud Telephone, LLC's Section 252(i) adoption with modifications of the existing terms of the interconnection, unbundling, resale and collocation agreement between Verizon and Birch Communications Inc. According to Staff's memorandum in Docket No. 080625-TP, the Verizon/Birch agreement went into effect by operation of law on January 5, 2009.

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

Respectfully submitted on March 9, 2010.

By: s/ Dulaney L. O'Roark III
Dulaney L. O'Roark III
P. O. Box 110, MC FLTC0007
Tampa, Florida 33601-0110
Phone: (770) 284-3620
Fax: (770) 284-3008
Email: de.oroark@verizon.com

Attorney for Verizon Florida LLC

DOCUMENT NUMBER-DATE

01597 MAR-9 2010

FPSC-COMMISSION CLERK

Jennifer Ross
Director - Interconnection
Partner Solutions



Partner Solutions
ONE VERIZON WAY
2 Floor, Room VC 32-W259
Basking Ridge, NJ 07920

Phone: 908-559-4556
jennifer.e.ross@one.verizon.com

January 8, 2010

Mary Ann Mitchell
President
Rosebud Telephone, LLC
501 W. Main Street
Rosebud, TX 76570

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

Dear Ms. Mitchell:

Verizon Florida LLC ("Verizon"), a Florida limited liability company, with principal place of business at 201 N. Franklin Street, One Tampa City Center, Tampa, FL 33602, has received correspondence stating that Rosebud Telephone, LLC ("Rosebud"), a Texas limited liability company, with principal place of business at 501 W. Main Street, Rosebud, Texas 76570 wishes, pursuant to Section 252(i) of the Communications Act, to adopt the terms of the Interconnection Agreement between Birch Communications, Inc. ("Birch") 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 after giving effect to operation of law (the "Terms"). I understand Rosebud has a copy of the Terms. Please note the following with respect to Rosebud's adoption of the Terms.

1. By Rosebud's countersignature on this letter, Rosebud hereby represents and agrees to the following seven points:
 - A. Rosebud adopts (and agrees to be bound by) the Terms and, in applying the Terms, agrees that Rosebud shall be substituted in place of Birch Communications, Inc. and Birch in the Terms wherever appropriate.
 - B. For the avoidance of any doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon (i) 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"), or 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 (ii) that is otherwise not required by 47 U.S.C. Section 251(c)(3) or by 47 C.F.R. Part 51.

- C. Notice to Rosebud and Verizon as may be required or permitted under the Terms shall be provided as follows:

To Rosebud Telephone, LLC:

Attention: Mary Ann Mitchell
President
501 W. Main Street
Rosebud, TX 76570
Telephone Number: (254) 583-2700, Ext.: None
Facsimile Number: (254) 583-2027
Internet Address: maryann@rosebudtelephone.com

To Verizon:

Director-Negotiations
Verizon Partner Solutions
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Facsimile Number: (972) 719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Deputy General Counsel
Verizon Partner Solutions
1320 N. Court House Road
9th Floor
Arlington, VA 22201
Facsimile: (703) 351-3656

- D. Rosebud 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.
- E. In the event an interconnection agreement between Verizon and Rosebud 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. 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 A hereto) shall apply to Rosebud's adoption of the Terms. Rosebud 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 different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.

- G. Rosebud's adoption of the Terms shall become effective on January 4, 2010. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by Rosebud as to the points set out in Paragraph One hereof. The term and termination provisions of the Terms shall govern Rosebud's adoption of the Terms.
2. As the Terms are being adopted by Rosebud pursuant to Section 252(i) of the Act, 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 the Terms as a result of Rosebud's adoption of the Terms.
 3. 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.
 4. Verizon reserves the right to deny Rosebud's application of the Terms, in whole or in part, at any time:
 - A. when the costs of providing the Terms to Rosebud are greater than the costs of providing them to Birch;
 - B. if the provision of the Terms to Rosebud is not technically feasible; and/or
 - C. to the extent that Verizon otherwise is not required to make the Terms available to Rosebud under applicable law.
 5. For the avoidance of any 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 and in the Order on Remand and Report and Order and Further Notice of Proposed Rulemaking, CC Docket No. 99-68, (adopted November 5, 2008) ("*FCC Internet Orders*"), 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

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

handled pursuant to the terms of the *FCC Internet Orders*, not pursuant to adoption of the Terms.² Moreover, in light of the *FCC Internet Orders*, 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(l) of the Act.³ In fact, the *FCC Internet Orders* 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

6. Should Rosebud attempt to apply the Terms in a manner that conflicts with Paragraphs Two through Paragraphs Five above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.
7. In the event that a voluntary or involuntary petition has been or is in the future filed against Rosebud 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: (A) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and Rosebud's adoption of the Terms shall in no way impair such rights of Verizon; and (B) all rights of Rosebud resulting from Rosebud's adoption of the 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.

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 http://www22.verizon.com/wholesale/library/local/industryletters/1,,east-wholesale-resources-clec_01-05_21,00.html.

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

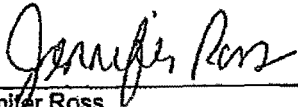
⁴ *FCC Internet Order* ¶ 82.

SIGNATURE PAGE

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

Sincerely,

VERIZON FLORIDA LLC



Jennifer Ross
Director- Interconnection

2/15/2010

DATE

Reviewed and countersigned as to Paragraph 1:

ROSEBUD TELEPHONE, LLC



Mary Ann Mitchell
President

2-1-2010

DATE

Attachment

APPENDIX A^{1 2}

(FLORIDA)
v1.12

- I. **Rates and Charges for Transport and Termination of Traffic³**
- A. **Reciprocal Compensation Traffic Termination**
- Reciprocal Compensation Traffic End Office Rate: **\$0.0022574** per minute of use.
- Reciprocal Compensation Traffic Tandem Rate: **\$0.0040108** per minute of use.
- B. **The Tandem Transit Traffic Service Charge is \$0.0016723 per minute of use.**
- C. **Entrance Facility and Transport for Interconnection Charges: See Intrastate Special Access Tariff**
- D. **Exchange Access Service: Per Verizon interstate and/or Verizon intrastate access tariff**

¹ This Appendix may contain rates for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like that Verizon is not required to provide under Section 251 of the Act). Notwithstanding any such rates (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

UNE rates and charges set forth in this Appendix that are marked with a (★) are pursuant to FL Order No. PSC-02-1574-FOF-TP, Docket No. 990649B-TP. These UNE rates became effective on August 5, 2003 for seventeen (17) named CLECs (per FL Order No. PSC-03-0896-PCO-TP) and became effective on December 8, 2004 for other CLECs.

All rates and charges set forth in this Appendix shall apply until such time as they are replaced by new rates and/or charges as the Commission or the FCC may approve or allow to go into effect from time to time, subject however, to any stay or other order issued by any court of competent jurisdiction. In addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and Rosebud shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the FCC's Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338 (FCC rel. Feb. 4, 2005) (the "TRRO"), the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise. In addition, as set forth in Industry Notices, access tariff rates and/or other applicable non-UNE rates may apply for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

² Unless a citation is provided to a generally applicable Verizon tariff, all listed rates and services are available only to Rosebud when purchasing these services for its use in the provision of Telephone Exchange Service, and apply only to Reciprocal Compensation Traffic and local Ancillary Traffic. Verizon rates and services for use by Rosebud in the carriage of Toll Traffic shall be subject to Verizon's tariffs for Exchange Access Service. Adherence to these limitations is subject to a reasonable periodic audit by Verizon.

³ All rates and charges specified herein are pertaining to the Interconnection Attachment.

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
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

III. Prices for Unbundled Network Elements⁴

Monthly Recurring Charges

Local Loop (Includes NID)

2 Wire Analog & Digital Loop (inclusive of NID)		
Zone 1 – High	\$	12.00▲
Zone 2 – Medium	\$	16.18▲
Zone 3 – Low	\$	27.54▲
4 Wire Analog & Digital Loop (inclusive of NID)		
Zone 1 – High	\$	28.45▲
Zone 2 – Medium	\$	38.36▲
Zone 3 – Low	\$	65.31▲
DS-1 Loop & PRI		
Zone 1	\$	130.25▲
Zone 2	\$	175.63▲
Zone 3	\$	299.06▲
DS-3 Loop (Statewide Average)	\$	972.23▲
Supplemental Features (must order with loop):		
ISDN-BRI Line Loop Extender	\$	4.83▲
Coin Loop Extension	\$	16.67▲

House and Riser Cable (Per Pair)

Statewide Average (assumes average of 5 floors)	\$	1.78▲
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⁴ For the avoidance of any doubt, in addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and Rosebud shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the TRRO, the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise; in addition, as set forth in Industry Notices, access tariff rates and/or other applicable non-UNE rates may apply for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

▲ Ordered in Docket 990649B-TP, Order No. PSC-02-1574-FOF-TP issued November 15, 2002.

Sub-Loop

2-Wire Distribution (Includes NID)		
Zone 1	\$	8.73▲
Zone 2	\$	11.77▲
Zone 3	\$	20.03▲
4-Wire Distribution (includes NID)		
Zone 1	\$	14.46▲
Zone 2	\$	19.49▲
Zone 3	\$	33.19▲
2-Wire Drop (includes NID)		
Zone 1	\$	1.50▲
Zone 2	\$	2.02▲
Zone 3	\$	3.44▲
4-Wire Drop (includes NID)		
Zone 1	\$	1.67▲
Zone 2	\$	2.25▲
Zone 3	\$	3.84▲

Network Interface Device (leased separately)

Per 2-Wire Loop	\$	1.28▲
Per 4-Wire Loop	\$	1.52▲

Dedicated Transport Facilities

Interoffice Dedicated Transport		
IDT DS0/VG Transport Facility per ALM	\$	0.02▲
IDT DS0/VG Transport per Termination	\$	11.00▲
IDT DS1 Transport Facility per ALM	\$	0.19▲
IDT DS1 Transport per Termination	\$	21.35▲
IDT DS3 Transport Facility per ALM	\$	0.94▲
IDT DS3 Transport per Termination	\$	50.50▲
Multiplexing (Dedicated Transport)		
DS1 to Voice Grade Multiplexing	\$	139.91▲
DS3 to DS1 Multiplexing	\$	385.33▲
DS1 Clear Channel Capability	\$	16.00

Unbundled Dark Fiber

Unbundled Dark Fiber Loops		
Dark Fiber Loop (per fiber strand)	\$	48.74▲
Unbundled Dark Fiber Dedicated Transport (per fiber strand)		
Dark Fiber IDT – Facility per ALM	\$	32.69▲
Dark Fiber IDT – per Termination	\$	1.69▲
Intermediate Office Cross Connect	\$	22.11

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, Multiplexing, & Clear Channel Capability).

Line Splitting (also referred to as "Loop Sharing")^{5 6}

A. Unbundled Local Loops

As Applicable per Verizon Florida Appendix A to the Pricing Attachment of the Interconnection Agreement for UNE Local 2-Wire Digital (DSL qualified) Loops Monthly Recurring Charges and Non-Recurring Charges as amended from time to time. Includes, without limitation, Recurring 2-Wire Digital (DSL qualified) Loop Charges, Service Order Charge (per order), Service Connection Charge* (per loop), Service Connection-Other Charge* (per loop), and Provisioning charges. Also includes, without limitation, if applicable, Field Dispatch, TC Not Ready, Loop Qualification, Engineering Query (where available), Engineering Work Order (where available), Trouble Dispatch, MIsdirects, Dispatch In, Out, and Dispatch Expedites, Installation Dispatch, Manual Intervention, Expedited, Digital Designed Recurring and Non-Recurring Charges.

B. Other Charges

i. Regrade

\$8.09 NRC

ii. *Service Connection

***Service Connection/Other**

A second Service Connection NRC and Service Connection/Other NRC applies on New Loop Sharing Arrangements involving the connection of both voice and data connections.

iii. Disconnect

A disconnect NRC applies, as applicable, on total Loop Sharing disconnects.

iv. Line and Station Transfers/Pair Swaps

An LST/Pair Swap NRC applies, as applicable, on LST activity performed on New Loop Sharing Arrangements.

C. Collocation Rates

Collocation Rates (including, without limitation, Splitter Connection and Installation Rates)

As Applicable per this Appendix A.

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

⁶ This Pricing Attachment incorporates by reference the rates set forth in the Agreement for the services and charges referenced herein. In the event this Pricing Attachment refers to a service that is not available under the Agreement, the Agreement shall control. Nothing in this Appendix A shall be deemed to require Verizon to provide a service that the Agreement does not require Verizon to provide.

NON-RECURRING CHARGES - OTHER UNE's

LOCAL WHOLESAL SERVICE	Ordering 100% Manual	Ordering Semi- Mech	Provisioning Service Connection	
			Initial Unit	Add'l Unit
LOCAL LOOPS (Includes NID)▲				
2-WIRE LOOP				
Exchange - Basic - Initial	\$ 30.42	\$ 17.95	\$ 28.55	\$ 27.24
Exchange - Basic - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 8.57	\$ 7.26
Exchange - Basic - Subsequent	\$ 18.46	\$ 10.14	\$ 9.79	\$ 9.58
Exchange - Complex Non-Digital - Initial	\$ 30.42	\$ 17.95	\$ 46.58	\$ 45.27
Exchange - Complex Non-Digital - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 8.57	\$ 7.26
Exchange - Complex Non-Digital - Subsequent	\$ 18.46	\$ 10.14	\$ 9.79	\$ 9.58
Exchange - Complex Digital - Initial	\$ 30.42	\$ 17.95	\$ 46.58	\$ 45.27
Exchange - Complex Digital - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 8.57	\$ 7.26
Exchange - Complex Digital - Subsequent	\$ 18.46	\$ 10.14	\$ 9.79	\$ 9.58
Advanced - Basic - Initial	\$ 30.42	\$ 17.92	\$ 187.44	\$ 164.81
Advanced - Basic - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 177.41	\$ 145.61
Advanced - Basic - Subsequent	\$ 18.46	\$ 10.14	\$ 48.97	\$ 27.98
4-WIRE LOOP				
Exchange - Basic - Initial	\$ 30.42	\$ 17.92	\$ 28.55	\$ 27.24
Exchange - Basic Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 8.57	\$ 7.26
Exchange - Basic - Subsequent	\$ 18.46	\$ 10.14	\$ 9.79	\$ 9.58
Advanced - Basic - Initial	\$ 30.42	\$ 17.95	\$ 187.44	\$ 164.81
Advanced - Basic - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 177.41	\$ 145.61
Advanced - Basic - Subsequent	\$ 18.46	\$ 10.14	\$ 48.97	\$ 27.98
DS-1 LOOP / PRI LOOP				
Advanced - Complex Digital - Initial	\$ 37.86	\$ 18.56	\$ 280.20	\$ 257.37
Advanced - Complex Digital - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 154.80	\$ 123.00
Advanced - Complex Digital - Subsequent	\$ 18.46	\$ 10.14	\$ 56.49	\$ 35.50
DS-3 LOOP				
Advanced - Complex Digital - Initial	\$ 37.86	\$ 18.56	\$ 280.20	\$ 257.37
Advanced - Complex Digital - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 154.80	\$ 123.00
Advanced - Complex Digital - Subsequent	\$ 18.46	\$ 10.14	\$ 56.49	\$ 35.50
HOUSE AND RISER CABLE▲				
Exchange	\$ 39.89	\$ 26.85	\$ 30.25	N/A
Disconnect	\$ 9.44	\$ 6.16	\$ 25.70	N/A

▲ Ordered in Docket 990649B-TP, Order No. PSC-02-1574-FOF-TP Issued November 15, 2002.

UNBUNDLED NID▲

Exchange	\$39.89	\$26.85	\$ 1.10	N/A
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SUB-LOOP▲**2 WIRE DISTRIBUTION & 4-WIRE DISTRIBUTION
(Includes NID)**

Exchange - FDI Distribution Connection - Initial	\$ 30.42	\$ 17.95	\$ 36.58	\$ 29.71
Exchange - FDI Distribution Connection - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 18.71	\$ 9.08
Exchange - FDI Distribution Connection - Subsequent	\$ 18.46	\$ 10.14	\$ 15.21	\$ 6.60

2-WIRE DROP & 4-WIRE DROP (Includes NID)

Serving Terminal Connection - Initial	\$ 30.42	\$ 17.95	\$ 13.17	\$ 8.24
Serving Terminal Disconnect	\$ 9.05	\$ 6.03	\$ 14.92	\$ 8.01
Serving Terminal Connection - Subsequent	\$ 18.46	\$ 10.14	\$ 12.06	\$ 5.91

DARK FIBER

Advanced - Service Inquiry Charge (Dark Fiber Record Review) ▲	\$ 316.40	\$ 314.73	N/A	N/A
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Unbundled DF Loops▲

Advanced - Unbundled Loop	\$ 44.02	\$ 42.35	\$ 67.62	\$N/A
Disconnect	\$ 25.71	\$ 25.71	\$ 67.62	N/A

Unbundled DF Dedicated Transport (Per Fiber Strand)▲

Advanced - UNE Inter-Office Dedicated Transport	\$ 44.02	\$ 42.35	\$ 70.29	N/A
Disconnect	\$ 25.71	\$ 25.71	\$ 70.29	N/A

Intermediate Office Cross connect	\$ 17.65			
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Dark Fiber Optional Engineering Services (Based on Time and Material charges, per hour)

Customer Access Facility (CAF) Planner	\$ 95.06			
Business Response Provisioning Center (BRPC) Design	\$ 50.63			
Central Office (CO) Maintenance	\$ 48.39			
Outside Plant (OSP) Construction	\$ 59.99			
Outside Plant (OSP) Engineer	\$ 83.98			

ENHANCED EXTENDED LINK Loop portion (In addition, IDT charges apply if applicable to the EEL arrangement)▲

Advanced - Basic - Initial	\$ 53.12	\$ 35.38	\$ 277.83	N/A
Advanced - Basic - Disconnect	\$ 40.59	\$ 24.71	\$ 154.79	N/A
Advanced - Basic - Subsequent	\$ 44.36	\$ 24.94	\$ 87.41	N/A
DS0 Initial	\$ 53.12	\$ 35.38	\$ 242.65	N/A
DS0 - Initial Disconnect	\$ 40.59	\$ 24.71	\$ 140.04	N/A
DS0 - Subsequent	\$ 44.36	\$ 24.94	\$ 87.41	N/A
DS1/DS3 - Initial	\$ 61.55	\$ 44.83	\$ 331.84	N/A
DS1 / DS3 Disconnect	\$ 41.73	\$ 25.01	\$ 176.02	N/A
DS1/DS3 - Subsequent	\$ 44.36	\$ 24.94	\$ 86.89	N/A

UNE COMBINATIONS (EELs)▲

DS3 to DS1 Multiplexing	N/A	N/A	\$ 99.42	N/A
DS1 to Voice Multiplexing	N/A	N/A	\$ 99.42	N/A

Changeover Charge - (Conversion from Special Access to EELs or Transport)▲

Advanced - Basic (2-wire and 4-wire) Changeover (As Is)	\$96.48	\$59.33	\$24.98	N/A
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)-	\$3.87	\$2.20	\$24.98	N/A
Additional MOG (Mass Order Generator) Only				
DS0 Changeover (As Is)	\$ 96.48	\$ 59.33	\$ 24.98	N/A
DS0 - Changeover (As Is) - MOG	\$ 3.87	\$ 2.20	\$ 24.98	N/A
DS1/DS3 Changeover (As Is)	\$ 106.97	\$ 69.83	\$ 24.98	N/A
DS1/DS3 Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$ 3.87	\$ 2.20	\$ 24.98	N/A

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi-Mech	Provisioning Service Connection	
			Initial Unit	Add'l Unit

LOOP CONDITIONING*
(No charge for loops 18,000 feet or less)

Loop Conditioning - Bridged Tap Removal Only	N/A	N/A	N/A	N/A
Loop Conditioning - Bridged Tap Removal – Loops under 18,000 feet	N/A	N/A	\$ 0.00	\$ 0.00
Loop Conditioning - Bridged Tap Removal – Loops over 18,000 feet	N/A	N/A	\$318.71	N/A
Loop Conditioning - Load Coil Removal Only	N/A	N/A	N/A	N/A
Loop Conditioning – Load Coil Removal – Loops under 18,000 feet	N/A	N/A	\$ 0.00	\$ 0.00
Loop Conditioning – Load Coil Removal – Loops over 18,000 feet	N/A	N/A	\$ 249.91	\$ 249.91
Loop Conditioning - Load Coils / Bridged Tap Removal under 18,000 feet	N/A	N/A	\$ 0.00	\$ 0.00
Loop Conditioning - Load Coils / Bridged Tap Removal over 18,000 feet	N/A	N/A	\$ 568.62	\$249.91

LOOP QUALIFICATION*

Loop Qualification	\$ 0.51	\$ 0.51	N/A	N/A
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LINE AND STATION TRANSFER⁷

	N/A	N/A	\$147.75	N/A
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INTEROFFICE DEDICATED TRANSPORT (IDT) (Also applies to IDT portion of an EEL arrangement)*

IDT DS0 / VG

Advanced - Basic - Initial	\$ 53.12	\$ 33.71	\$ 221.80	N/A
Advanced - Basic - Disconnect	\$ 40.59	\$ 24.71	\$ 103.55	N/A
Advanced - Basic - Subsequent	\$ 44.36	\$ 24.94	\$80.16	N/A

IDT DS1 & IDT DS3

Advanced - Complex - Initial	\$ 61.55	\$ 43.16	\$ 314.33	N/A
Advanced - Complex - Disconnect	\$ 41.73	\$ 25.01	\$ 119.26	N/A
Advanced - Complex - Subsequent	\$ 44.36	\$ 24.94	\$ 86.89	N/A

⁷ A Line and Station Transfer (LST) Charge applies when Verizon arranges or rearranges an individual circuit at a terminal or cross-connect box to free up a pair or suitable facility at the required service location; examples include an arrangement of copper to DLC, the rearrangement of IDLC to copper and the rearrangement of IDLC to UDLC.

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi-Mech	Provisioning Service Connection	
			Initial Unit	Add'l Unit
MISCELLANEOUS CHARGES				
Coordinated Conversions▲				
Exchange – Standard Interval	\$ 22.27	\$ 22.27	N/A	N/A
Exchange – Additional Interval	\$ 17.74	\$ 17.74	N/A	N/A
Advanced – Standard Interval	\$ 22.27	\$ 22.27	N/A	N/A
Advanced – Additional Interval	\$ 17.74	\$ 17.74	N/A	N/A
Hot-Cut Coordinated Conversions▲				
Exchange – Standard Interval	\$ 75.48	\$ 75.48	N/A	N/A
Exchange – Additional Interval	\$ 17.74	\$ 17.74	N/A	N/A
Advanced – Standard Interval	\$ 75.48	\$ 75.48	N/A	N/A
Advanced – Additional Interval	\$ 17.74	\$ 17.74	N/A	N/A
EXPEDITES – Other				
UNE Loop/Port – Exchange Services▲	\$ 4.27	\$ 4.27	N/A	N/A
UNE Loop/Port – Advanced Services▲	\$ 25.32	\$ 25.32	N/A	N/A
Network Wholesale Products - Dedicated Transport/SS7/Dark Fiber	\$65.16	\$65.16	N/A	N/A
OTHER				
Customer Record Search (Per Account) ▲	\$ 7.13	N/A	N/A	N/A
Design Change Charge - EELs and Transport	\$27.00	\$27.00	N/A	N/A
CLEC Account Establishment (per CLEC) ▲	\$ 140.91	\$ 140.91	N/A	N/A
No Access Customer Will Advise▲	\$ 90.33	\$ 90.33	N/A	N/A

ROUTINE NETWORK MODIFICATIONS^a

Clear Defective Pair	N/A	N/A	TBD ⁺	N/A
Reassignment of Non-Working Cable Pair	N/A	N/A	TBD ⁺	N/A
Binder Group Rearrangement	N/A	N/A	TBD ⁺	N/A
Repeater – Installation	N/A	N/A	TBD ⁺	N/A
Apparatus Case – Installation	N/A	N/A	TBD ⁺	N/A
Range Extenders – DS0 Installation	N/A	N/A	TBD ⁺	N/A
Range Extenders – DS1 Installation	N/A	N/A	TBD ⁺	N/A
Channel Unit to Universal/Cotted DLC System (existing)	N/A	N/A	TBD ⁺	N/A
Serving Terminal – Installation/Upgrade	N/A	N/A	TBD ⁺	N/A
Activate Dead Copper Pair	N/A	N/A	TBD ⁺	N/A
Multiplexer – 1/0 - Installation	N/A	N/A	TBD ⁺	N/A
Multiplexer – 1/0 – Reconfiguration	N/A	N/A	TBD ⁺	N/A
Multiplexer – 3/1 - Installation	N/A	N/A	TBD ⁺	N/A
Multiplexer – 3/1 – Reconfiguration	N/A	N/A	TBD ⁺	N/A
Multiplexer – Other – Installation	N/A	N/A	TBD ⁺	N/A
Move Drop	N/A	N/A	TBD ⁺	N/A
Cross-Connection – Existing Fiber Facility	N/A	N/A	TBD ⁺	N/A
Line Card – Installation	N/A	N/A	TBD ⁺	N/A
Copper Rearrangement	N/A	N/A	TBD ⁺	N/A
Central Office Terminal – Installation	N/A	N/A	TBD ⁺	N/A
IDLC Only Condition	N/A	N/A	TBD ⁺	N/A
Other Required Modifications	N/A	N/A	TBD ⁺	N/A
OTHER	N/A	N/A	TBD ⁺	N/A
Commingled Arrangements – per circuit NRC	N/A	N/A	TBD ⁺	N/A
Conversion – Service Order	N/A	N/A	TBD ⁺	N/A
Conversion - Installation per circuit	N/A	N/A	TBD ⁺	N/A
Circuit Retag – per circuit	N/A	N/A	TBD ⁺	N/A
Dark Fiber – Dark Fiber Routine Network Modifications	N/A	N/A	TBD ⁺	N/A

^a This Appendix may contain rates and charges for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates and/or charges (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

⁺ While Verizon is not pursuing charges associated with routine network modifications at this time, Verizon reserves the right to pursue such charges at a later date.

Application of NRCs

Preordering:

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

Customer Record Search applies when Rosebud 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, Standard Sub-Loop Distribution, Drop and NID.

Exchange-Complex: Non-loaded Sub-Loop Distribution and Loop Conditioning.

Advanced-Basic: 2-Wire Digital Loop, 4-Wire Digital Loop, 4-Wire Analog

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber, and EELs.

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 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, 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 Rosebud requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

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

Hot Coordinated Conversion First Hour applies if Rosebud 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

See State Access Tariff

V. Collocation Rates

See FL Intrastate Access Tariff, Section 19, Collocation Service.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of the foregoing were sent via U.S. mail on
March 9, 2010 to the following:

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

Mary Ann Mitchell, President
Rosebud Telephone, LLC
501 W. Main Street
Rosebud, TX 76570

s/ Dulaney L. O'Roark III