# **Matilda Sanders**

From:	Scobie, Teresa A (TERRY) <terry.scobie@verizon.com></terry.scobie@verizon.com>
Sent:	Monday, April 15, 2013 12:17 PM
To:	Filings@psc.state.fl.us
Cc:	O'Roark, Dulaney L; jfinneran@localaccessholdings.com
Subject:	Petition for Approval of Section 252(i) Adoption With Modifications of the Existing
•	Terms of the IRUC Agreement Between Broadview Networks, Inc. and Verizon Florida
	LLC by Local Access LLC
Attachments:	Local Access-252i-Broadview Adoption.pdf

130083-71

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

Dulaney L. O'Roark III One Verizon Place Alpharetta, GA 30004 (678) 339-5081 <u>de.oroark@verizon.com</u>

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

Terry Scobie Legal Secretary II Verizon Legal Department 610 E. Zack Street, 5<sup>th</sup> Floor Tampa, Florida 33602 813-483-2610 (tel) 813-204-8870 (fax) terry.scobie@verizon.com

> DOCUMENT NUMBER-DATE 01964 APR 15 º FPSC-COMMISSION CLERK

Dulaney L. O'Roark III General Counsel-South Legal Department



One Verizon Place Alpharetta, Georgia 30004

Phone 678-339-5081 Fax 678-339-8492 de.oroark@verizon.com

## April 15, 2013 - VIA ELECTRONIC MAIL

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

Re: Docket No. 130083-77 Petition for Approval of Section 252(i) Adoption With Modifications of the Existing Terms of the Interconnection, Resale, Unbundling, and Collocation Agreement Between Broadview Networks, Inc. and Verizon Florida LLC by Local Access 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 678-339-5081.

Sincerely,

s/ Dulaney L. O'Roark III

Dulaney L. O'Roark III

tas

Enclosures

DOCUMENT NUMBER-DATE 01964 APR 15 º 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, Resale, Unbundling, and ) Collocation Agreement Between Broadview ) Networks, Inc. and Verizon Florida LLC ) by Local Access LLC ) Docket No. 1300 83 - 77 Filed: April 15, 2013

## PETITION FOR APPROVAL OF SECTION 252(i) ADOPTION WITH MODIFICATIONS OF THE EXISTING TERMS OF THE INTERCONNECTION, RESALE, UNBUNDLING, AND COLLOCATION AGREEMENT BETWEEN BROADVIEW NETWORKS, INC. <u>AND VERIZON FLORIDA LLC BY LOCAL ACCESS LLC</u>

Verizon Florida LLC (Verizon) files this petition before the Florida Public Service Commission (Commission) seeking approval of Local Access LLC's Section 252(i) adoption with modifications of the existing terms of the interconnection, resale, unbundling, and collocation agreement between Verizon and Broadview Networks, Inc. According to Staff's memorandum in Docket No. 110206-TP, the Verizon/Broadview agreement went into effect by operation of law on September 19, 2011.

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

Respectfully submitted on April 15, 2013.

By: <u>s/ Dulaney L. O'Roark III</u> Dulaney L. O'Roark III One Verizon Place Alpharetta, GA 30004 Phone: (678) 339-5081 Fax: (678) 339-8492 Email: de.oroark@verizon.com

Attorney for Verizon Florida LLC

0 1 9 6 4 APR 15 2 FPSC-COMMISSION CLERR Jennifer Ross Director - Interconnection Global Wholesale



Global Wholesale ONE VERIZON WAY 2 Floor, Room VC 32-W412B Basking Ridge, NJ 07920

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

March 19, 2013

Robert Russell President Local Access LLC 11442 Lake Butler Blvd. Windermere, FL 34786

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

Dear Mr. Russell:

Verizon Florida LLC ("Verizon"), a Florida limited liability company, with principal place of business at 610 E. Zack Street, Tampa, FL 33602, has received correspondence stating that Local Access LLC ("Local Access"), a Florida limited Liability company, with principal place of business at 11442 Lake Butler Blvd., Windermere, Florida 34786 wishes, pursuant to Section 252(i) of the Communications Act, to adopt the terms of the Interconnection Agreement between Broadview Networks, Inc. ("Broadview") 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, without limitation, Amendment No. 1 thereto) after giving effect to operation of law (the "Terms"). I understand Local Access has a copy of the Terms. Please note the following with respect to Local Access's adoption of the Terms.

- By Local Access's countersignature on this letter, Local Access hereby represents and agrees to the following seven points:
  - A. Local Access adopts (and agrees to be bound by) the Terms and, in applying the Terms, agrees that Local Access shall be substituted in place of Broadview Networks, Inc. and Broadview 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

Local Access LOCAL ACCESS FL MFN V113010.DOC 1

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 Local Access and Verizon as may be required or permitted under the Terms shall be provided as follows:

To Local Access LLC:

Attention: Jim Finneran 11442 Lake Butler Blvd. Windermere, Florida 34786 Telephone Number: (866) 841-7898, Ext.: None Facsimile Number: (240) 358-6510 Internet Address: jfinneran@Localaccessholdings.com

To Verizon:

Director-Negotiations Verizon Global Wholesale 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 Global Wholesale 1320 N. Court House Road 9<sup>th</sup> Floor Arlington, VA 22201 Facsimile: (703) 351-3656

- D. Local Access 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 Local Access 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 Local Access's adoption of the Terms. Local

Local Access LOCAL ACCESS FL MFN V113010.DOC 2

Access 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. Local Access's adoption of the Terms shall become effective on March 19, 2013. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by Local Access as to the points set out in Paragraph One hereof. The term and termination provisions of the Terms shall govern Local Access's adoption of the Terms. The adoption of the Terms is currently scheduled to expire on June 19, 2013.
- 2. As the Terms are being adopted by Local Access 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 Local Access'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 Local Access's application of the Terms, in whole or in part, at any time:
  - A. when the costs of providing the Terms to Local Access are greater than the costs of providing them to Broadview;
  - B. if the provision of the Terms to Local Access is not technically feasible; and/or
  - C. to the extent that Verizon otherwise is not required to make the Terms available to Local Access 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 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.<sup>1</sup> Accordingly, any compensation to be paid for Internet traffic will be handled pursuant to the terms of the *FCC Internet Orders*, not pursuant to adoption of the Terms.<sup>2</sup> 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(i) of the Act.<sup>3</sup> 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.<sup>4</sup>

- Should Local Access 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 Local Access 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 Local Access's adoption of the Terms shall in no way impair such rights of Verizon; and (B) all rights of Local Access resulting from Local Access'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.

<sup>&</sup>lt;sup>1</sup> 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"*) **[H**4, *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). <sup>2</sup> 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.

<sup>3</sup> See, e.g., 47 C.F.R. Section 51.809(c).

<sup>&</sup>lt;sup>4</sup> FCC Internet Order ¶ 82.

### SIGNATURE PAGE

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

Sincerely,

VERIZON FLORIDA LLC

lun Jennifer Ross

Director-Interconnection

41 3 2013 DATE

Reviewed and countersigned as to Paragraph 1:

LOCAL ACCESS LLC

110 Robert Russell

President

SIRD

Attachment

### APPENDIX A TO THE PRICING ATTACHMENT<sup>1 2</sup>

#### (FLORIDA) v1.12

#### I. Rates and Charges for Transport and Termination of Traffic<sup>3</sup>

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

UNE rates and charges set forth in this Appendix that are marked with a (**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 Local Access 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.

<sup>2</sup> Unless a citation is provided to a generally applicable Verizon tariff, all listed rates and services are available only to Local Access 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 Local Access 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.

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

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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 a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

## 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 Customer Record Search Per Account	\$273.09 \$ 11.69	
Ordering and Provisioning Engineered Initial Service Order (ISO) - New Service Engineered Initial Service Order - As Specified Engineered Subsequent Service Order Non-Engineered Initial Service Order - New Service Non-Engineered Initial Service Order - Changeover Non-Engineered Initial Service Order - As Specified Non-Engineered Subsequent Service Order Central Office Connect	\$311.98 \$123.84 \$59.61 \$42.50 \$21.62 \$82.13 \$19.55 \$12.21	
Outside Facility Connect Manual Ordering Charge	\$ 68.30 \$ 12.17	
Custom Handling		
Service Order Expedite:		
Engineered Non-Engineered	\$ 35.48 \$ 12.59	
Coordinated Conversions:		
ISO Central Office Connection Outside Facility Connection	\$ 17.76 \$ 10.71 \$ 9.59	
Hot Coordinated Conversion First Hour:		
ISO Central Office Connection Outside Facility Connection	\$ 30.55 \$ 42.83 \$ 38.34	
Hot Coordinated Conversion per Additional Quarter Hou		
ISO Central Office Connection Outside Facility Connection	\$ 6.40 \$ 10.71 \$ 9.59	

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## III. Prices for Unbundled Network Elements<sup>4</sup>

### Monthly Recurring Charges

#### Local Loop (Includes NID)

2 Wire Analog & Digital Loop (inclusive of NID) Zone 1 – High Zone 2 – Medium Zone 3 – Low	\$ \$ \$	12.00▲ 16.18▲ 27.54▲
4 Wire Analog & Digital Loop (inclusive of NID) Zone 1 – High Zone 2 – Medium Zone 3 – Low	\$ \$	28.45▲ 38.36▲ 65.31▲
DS-1 Loop & PRI Zone 1 Zone 2 Zone 3	\$ \$ \$	130.25★ 175.63★ 299.06★
DS-3 Loop (Statewide Average)	\$	972.23
Supplemental Features (must order with loop): ISDN-BRI Line Loop Extender Coin Loop Extension	\$ \$	4.83 <b>▲</b> 16.67 <b>▲</b>
House and Riser Cable (Per Pair)		
Statewide Average (assumes average of 5 floors)	\$	1.78

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

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<sup>&</sup>lt;sup>4</sup> 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 Local Access 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 applyfor certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

## Sub-Loop

2-W Zor Zor Zor	ne 2	\$ \$ \$	8.73▲ 11.77▲ 20.03▲
4-W Zor Zon Zon	ne 2	\$ \$	14.46▲ 19.49▲ 33.19▲
2-W Zon Zon Zon	le 2	\$ \$ \$	1.50▲ 2.02▲ 3.44▲
4-W Zor Zor Zor	le 2	\$ \$ \$	1.67▲ 2.25▲ 3.84▲
Network In	terface Device (leased separately)		
	2-Wire Loop 4-Wire Loop	\$ \$	1.28 <b>▲</b> 1.52 <b>▲</b>
Dedicated	Transport Facilities		
IDT IDT IDT IDT IDT	roffice Dedicated Transport DS0/VG Transport Facility per ALM DS0/VG Transport per Termination DS1 Transport Facility per ALM DS1 Transport per Termination DS3 Transport Facility per ALM DS3 Transport per Termination	\$ \$ \$ \$ \$ \$	0.02 11.00 0.19 21.35 0.94 50.50
DS	tiplexing (Dedicated Transport) 1 to Voice Grade Multiplexing 3 to DS1 Multiplexing	\$ \$	139.91♠ 385.33♠
DS	1 Clear Channel Capability	\$	16.00
Unbundled	Dark Fiber		
Dar Unt Dar Dar	oundled Dark Fiber Loops k Fiber Loop (per fiber strand) oundled Dark Fiber Dedicated Transport (per fiber str k Fiber IDT – Facility per ALM k Fiber IDT – per Termination ermediate Office Cross Connect	\$ and) \$ \$ \$	48.74▲ 32.69▲ 1.69▲ 22.11

4

#### **EEL Pricing**

<u>MRCs</u>. 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")<sup>5 6</sup>

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. i. Regrade \$8.09 NFRC

**B. Other Charges** 

- **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.
- A disconnect NRC applies, as iii. Disconnect 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.

As Applicable per this Appendix A.

**C. Collocation Rates** 

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

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

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 WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi- Mech	Provisioni Service Co Initial Unit	nnection
LOCAL LOOPS (Includes NID).				
2-WIRE LOOP Exchange - Basic - Initial Exchange - Basic - Initial - Disconnect Exchange - Basic - Subsequent Exchange - Complex Non-Digital - Initial Exchange - Complex Non-Digital - Initial - Disconnect Exchange - Complex Non-Digital - Subsequent Exchange - Complex Digital - Initial Exchange - Complex Digital - Subsequent Advanced - Basic - Initial Advanced - Basic - Initial - Disconnect Advanced - Basic - Subsequent	\$ 30.42 \$ 9.05 \$ 18.46 \$ 30.42 \$ 9.05 \$ 18.46 \$ 30.42 \$ 9.05 \$ 18.46 \$ 30.42 \$ 9.05 \$ 18.46 \$ 30.42 \$ 9.05 \$ 18.46	\$ 17.95 \$ 6.03 \$ 10.14 \$ 17.95 \$ 6.03 \$ 10.14 \$ 17.95 \$ 6.03 \$ 10.14 \$ 17.92 \$ 6.03 \$ 10.14	\$ 28.55 \$ 8.57 \$ 9.79 \$ 46.58 \$ 8.57 \$ 9.79 \$ 46.58 \$ 8.57 \$ 9.79 \$ 187.44 \$ 177.41 \$ 48.97	\$ 27.24 \$ 7.26 \$ 9.58 \$ 45.27 \$ 7.26 \$ 9.58 \$ 45.27 \$ 7.26 \$ 9.58 \$ 164.81 \$ 145.61 \$ 27.98
<b>4-WIRE LOOP</b> Exchange - Basic - Initial Exchange - Basic Initial – Disconnect Exchange - Basic - Subsequent Advanced – Basic - Initial Advanced – Basic – Initial – Disconnect Advanced – Basic - Subsequent	\$ 30.42 \$ 9.05 \$ 18.46 \$ 30.42 \$ 9.05 \$ 18.46	\$ 17.92 \$ 6.03 \$ 10.14 \$ 17.95 \$ 6.03 \$ 10.14	\$ 28.55 \$ 8.57 \$ 9.79 \$ 187.44 \$ 177.41 \$ 48.97	\$ 27.24 \$ 7.26 \$ 9.58 \$ 164.81 \$ 145.61 \$ 27.98
DS-1 LOOP / PRI LOOP Advanced - Complex Digital – Initial Advanced - Complex Digital – Initial – Disconnect Advanced - Complex Digital – Subsequent DS-3 LOOP Advanced - Complex Digital – Initial Advanced - Complex Digital – Initial – Disconnect	\$ 37.86 \$ 9.05 \$ 18.46 \$ 37.86 \$ 9.05	\$ 18.56 \$ 6.03 \$ 10.14 \$ 18.56 \$ 6.03	\$ 280.20 \$ 154.80 \$ 56.49 \$ 280.20 \$ 154.80	\$ 257.37 \$ 123.00 \$ 35.50 \$ 257.37 \$ 123.00
Advanced - Complex Digital – Initial – Disconnect Advanced - Complex Digital – Subsequent	\$ 9.00 \$ 18.46	\$ 10.14	\$ 56.49	\$ 35.50
Exchange Disconnect	\$ 39.89 \$ 9.44	\$ 26.85 \$ 6.16	\$ 30.25 \$ 25.70	N/A N/A

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

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## UNBUNDLED NIDA

Exchange	\$39.89	\$26.85	\$ 1.10	N/A
SUB-LOOP +				
2 WIRE DISTRIBUTION & 4-WIRE DISTRIBUTION (Includes NID)				
Exchange - FDI Distribution Connection - Initial Exchange - FDI Distribution Connection - Initial - Disconnect	\$ 30.42 \$ 9.05	\$ 17.95 \$ 6.03	\$ 36.58 \$ 18.71	\$ 29.71 \$ 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 Serving Terminal Disconnect Serving Terminal Connection - Subsequent	\$ 30.42 \$ 9.05 \$ 18.46	\$ 17.95 \$ 6.03 \$ 10.14	\$ 13.17 \$ 14.92 \$ 12.06	\$ 8.24 \$ 8.01 \$ 5.91
DARK FIBER				
DARK FIDER				
Advanced - Service Inquiry Charge (Dark Fiber Record Review)	\$ 316.40	\$ 314.73	N/A	N/A
Unbundled DF Loops♠				
Advanced - Unbundled Loop Disconnect	\$ 44.02 \$ 25.71	\$ 42.35 \$ 25.71	\$ 67.62 \$ 67.62	\$N/A 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			
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 Outside Plant (OSP) Engineer	\$ 59.99 \$ 83.98			
Outside Flant (OSF) Engineer	ψ 00.00			

ENHANCED EXTENDED LINK Loop portion ( In addition, IDT arrangement)	charges ap	ply if applicab	le to the EEL	
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)- Additional MOG (Mass Order Generator) Only		\$2.20	\$24.98	N/A
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 Access LOCAL ACCESS FL MFN APPA - FL - COMP.DOC

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LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi- Mech	Provisionin Service Con Initian Unit	nection
LOOP CONDITIONING ▲ (No charge for loops 18,000 feet or less)				
Loop Conditioning - Bridged Tap Removal Only Loop Conditioning - Bridged Tap Removal – Loops under 18.000 feet	N/A N/A	N/A N/A	N/A \$ 0.00	N/A \$ 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
LINE AND STATION TRANSFER	N/A	N/A	\$147.75	N/A
INTEROFFICE DEDICATED TRANSPORT (IDT) (Also applies to IDT portion of an EEL arrangement).				
IDT DS0 / VG				
Advanced - Baisic - Initial	\$ 53.12	\$ 33.71	\$ 221.80	N/A
Advanced - Basic - Disconnect Advanced - Basic - Subsequent	\$ 40.59 \$ 44.36	\$ 24.71 \$ 24.94	\$ 103.55 \$80.16	N/A N/A
IDT DS1 & IDT DS3				
Advanced - Complex - Initial	\$ 61.55	\$ 43.16	\$ 314.33	N/A
Advanced - Complex - Disconnect Advanced - Complex - Subsequent	\$ 41.73 \$ 44.36	\$ 25.01 \$ 24.94	\$ 119.26 \$ 86.89	N/A N/A
natariood - Complex - Casequerit	<b>•</b> • • • • • • •	4	φ 00.00	

<sup>&</sup>lt;sup>7</sup> 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	Provisionin Service Cor Initial Unit	nection
MISCELLANEOUS CHARGES				
Coordinated Conversions Exchange – Standard Interval Exchange – Additional Interval Advanced – Standard Interval Advanced – Additional Interval	\$ 22.27 \$ 17.74 \$ 22.27 \$ 17.74	\$ 22.27 \$ 17.74 \$ 22.27 \$ 17.74	N/A N/A N/A N/A	N/A N/A N/A
Hot–Cut Coordinated Conversions Exchange – Standard Interval Exchange – Additional Interval Advanced – Standard Interval Advanced – Additional Interval	\$ 75.48 \$ 17.74 \$ 75.48 \$ 17.74	\$ 75.48 \$ 17.74 \$ 75.48 \$ 17.74	N/A N/A N/A N/A	N/A N/A N/A N/A
UNE Loop/Port – Exchange Services UNE Loop/Port – Advanced Services Network Wholesale Products - Dedicated Transport/SS7/Dark Fiber	\$ 4.27 \$ 25.32 \$65.16	\$ 4.27 \$ 25.32 \$65.16	N/A N/A N/A	N/A N/A N/A
OTHER				
Customer Record Search (Per Account) Design Change Charge - EELs and Transport CLEC Account Establishment (per CLEC) No Access Customer Will Advise	\$ 7.13 \$27.00 \$ 140.91 \$ 90.33	N/A \$27.00 \$ 140.91 \$ 90.33	N/A N/A N/A N/A	N/A N/A N/A N/A

## **ROUTINE NETWORK MODIFICATIONS<sup>8</sup>**

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
	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
	N/A	N/A	TBD+	N/A
Dark Fiber – Dark Fiber Routine Network Modifications	N/A	N/A	TBD+	N/A

<sup>&</sup>lt;sup>8</sup> 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 Local Access orders any service from this Agreement.

Customer Record Search applies when Local Access 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 Local Access requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

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

Hot Coordinated Conversion First Hour applies if Local Access 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 and/or

electronic mail on April 15, 2013 to the following:

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

Local Access LLC Attention: Jim Finneran 11442 Lake Butler Blvd. Windermere, FL 34786 jfinneran@Localaccessholdings.com

s/ Dulaney L. O'Roark III