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Missouri Public  
Service Commission

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

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Missouri Public  
Service Commission

verizon

2107 Wilson Boulevard  
Arlington, VA 22201

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

July 11, 2002

Marcel Henry  
Vice President – National Carrier Management  
Brooks Fiber Communications of Missouri, Inc.  
2 Northwinds Center  
2520 Northwinds Parkway, 5<sup>th</sup> Floor  
Alpharetta, GA 30004

CenturyTel Exhibit No. 1  
Case No(s) TC-2006-0068  
Date 3/10/06 Rptr MSV

Re: Requested Adoption Under the FCC Merger Conditions

Dear Mr. Henry:

GTE Midwest Incorporated, d/b/a Verizon Midwest ("Verizon"), a Delaware corporation with principal place of business at 1000 Verizon Drive, Bldg. A, Wentzville, MO 63385, has received your letter stating that, pursuant to paragraph 31(a) of the BA/GTE Merger Conditions ("Merger Conditions"), released by the FCC on June 16, 2000 in CC Docket No. 98-184, Brooks Fiber Communications of Missouri, Inc. ("Brooks"), a Delaware corporation with principal place of business at 500 Clinton Center Drive, Clinton, MS 39056, wishes to provide services to customers in Verizon's service territory in the state of Missouri by adopting the voluntarily negotiated terms of the Interconnection Agreement between ICG Telecom Group Inc. ("ICG") and Verizon California Inc., f/k/a GTE California Incorporated ("Verizon California") that was approved by the California Public Utilities Commission as an effective agreement in the state of California, as such agreement exists on the date hereof after giving effect to operation of law (the "Verizon California Terms").

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

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

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

To Brooks:

Attention: Vice President – National Carrier Management  
2 Northwinds Center  
2520 Northwinds Parkway, 5<sup>th</sup> Floor  
Alpharetta, GA 30004  
Telephone number: 770-625-6869  
Facsimile number: 770-625-6889

with copies to:

Brooks Fiber Communications of Missouri, Inc.  
Attention: Senior Manager - Carrier Agreements  
205 N. Michigan Ave., 11th Floor  
Chicago, IL 60601  
Telephone number: 312-260-3294  
Facsimile number: 312-470-5575

Brooks Fiber Communications of Missouri, Inc.  
Attention: Vice President  
Chief Network Counsel  
2200 Loudoun County Parkway  
Mail Stop: E1 3-609  
Ashburn, VA 20147  
Facsimile number: 703-886-5807

Brooks Fiber Communications of Missouri, Inc.  
Attn: Commercial Counsel  
1133 19<sup>th</sup> Street, N.W., Room 209  
Washington, DC 20036  
Facsimile number: (202) 736-6181

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](mailto:wmnotices@verizon.com)

with a copy to:

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

- (C) Brooks represents and warrants that it is a certified provider of local telecommunications service in the state of Missouri, and that its adoption of the Verizon California Terms will only cover services in the service territory of Verizon in the state of Missouri.
2. Brooks' adoption of the Verizon California Terms shall become effective upon Commission approval. Verizon shall file this adoption letter with the Missouri Public Service Commission ("Commission") promptly upon receipt of an original of this letter, countersigned by a duly authorized representative of Brooks. The term and termination provisions of the ICG/Verizon California agreement shall govern Brooks' adoption of the Verizon California Terms. As a part of Verizon's sale of certain telephone operations and related assets located in the state of Missouri to CenturyTel of Missouri, L.L.C., a subsidiary of CenturyTel, Inc. ("CenturyTel"), Brooks' adoption of the Verizon California terms will be terminated in accordance with its terms, effective upon and no later than the closing date of the transaction, which is estimated to be August 31, 2002. The attached letter provides additional information related to the termination of this agreement.
3. As the Verizon California Terms are being adopted by Brooks pursuant to the Merger Conditions, Verizon does not provide the Verizon California Terms to Brooks as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Verizon California Terms does not in any way constitute a waiver by Verizon of any position as to the Verizon California Terms or a portion thereof. Nor does it constitute a waiver by Verizon of any rights and remedies it may have to seek review of the Verizon California Terms, or to seek review of

any provisions included in these Verizon California Terms as a result of Brooks' election pursuant to the Merger Conditions.

4. For avoidance of doubt, please note that adoption of the Verizon California 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 Remand 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.<sup>1</sup> Accordingly, compensation for Internet traffic – if any – is governed by the terms of the *FCC Remand Order*, not pursuant to adoption of the Verizon California Terms.<sup>2</sup> Moreover, in light of the *FCC Remand Order*, even if the Verizon California 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 Remand 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.<sup>4</sup>
5. Brooks' adoption of the Verizon California Terms pursuant to the Merger Conditions is subject to all of the provisions of such Merger Conditions. Please note that the Merger Conditions exclude the following provisions from the interstate adoption requirements: state-specific pricing, state-specific performance measures, provisions that incorporate a determination reached in an arbitration conducted in the relevant state under 47 U.S.C. Section 252 and provisions that incorporate the results of negotiations with a state commission or telecommunications carrier outside of the negotiation procedures of 47 U.S.C. Section 252(a)(1). Verizon, however, does not oppose Brooks' adoption of the Verizon California Terms at this time, subject to the following reservations and exclusions:

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<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*") ¶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).

<sup>2</sup> For your convenience, an industry letter distributed by Verizon explaining its plans to implement the *FCC Remand Order* can be viewed at Verizon's Customer Support Website at URL [www.verizon.com/wise](http://www.verizon.com/wise) (select Verizon East Customer Support, Resources, Industry Letters, CLEC).

<sup>3</sup> See, e.g., 47 C.F.R. Section 51.809(c). These rules implementing section 252(i) of the Act apply to interstate adoptions under the Merger Conditions as well. See, e.g., Merger Condition §32 (such adoptions shall be made available "under the same rules that would apply to a request under 47 U.S.C. Section 252(i)").

<sup>4</sup> *FCC Remand Order* ¶82.

- (A) Verizon's standard pricing schedule for interconnection agreements in Missouri (as such schedule may be amended from time to time) (attached as Appendix 2 hereto), which includes (without limitation) rates for reciprocal compensation, shall apply to Brooks' adoption of the Verizon California Terms. Brooks should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Verizon California Terms or that are otherwise not part of this adoption. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights under the Merger Conditions.
  - (B) Brooks' adoption of the Verizon California Terms shall not obligate Verizon to provide any interconnection arrangement or unbundled network element unless it is feasible to provide given the technical, network and Operations Support Systems attributes and limitations in, and is consistent with the laws and regulatory requirements of the state of Missouri and with applicable collective bargaining agreements.
  - (C) Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Verizon California Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commissions, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Verizon California Terms.
  - (D) Terms, conditions and prices contained in tariffs cited in the Verizon California Terms shall not be considered negotiated and are excluded from Brooks' adoption.
  - (E) Brooks' adoption does not include any terms that were arbitrated in the Verizon California Terms.
6. Verizon reserves the right to deny Brooks' adoption and/or application of the Verizon California Terms, in whole or in part, at any time:
- (A) when the costs of providing the Verizon California Terms to Brooks are greater than the costs of providing them to ICG;
  - (B) if the provision of the Verizon California Terms to Brooks is not technically feasible;
  - (C) if the Verizon California Terms were negotiated between ICG and Verizon California on or before June 30, 2000; and/or

(D) if Verizon otherwise is not obligated to permit such adoption and/or application under the Merger Conditions or under applicable law.

7. Should Brooks attempt to apply the Verizon California Terms in a manner that conflicts with paragraphs 3-6 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.

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

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

Sincerely,

GTE MIDWEST INCORPORATED, D/B/A VERIZON MIDWEST



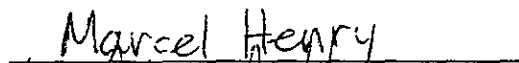
Jeffrey A. Masoner

Vice President - Interconnection Services Policy & Planning

Date: 7-15-02

Reviewed and countersigned as to points A, B, and C of paragraph 1: Brooks acknowledges Verizon's position statements of paragraphs 2 through 8 above ("Verizon's Statements of Position"), but Brooks (i) disagrees with them, (ii) reserves all rights to dispute any and all of Verizon's Statements of Position, and (iii) asserts that Verizon's Statements of Position do not, and should not be used to, change or alter the underlying Terms adopted by Brooks.

BROOKS FIBER COMMUNICATIONS OF MISSOURI, INC.



By Marcel Henry

Title Vice President - NCCM

Date: 7/12/02

Attachment

cc: Sherri D. Sebring - Verizon (w/out attachments)