

Kimberly Caswell
Vice President and General Counsel, Southeast
Legal Department



FLTC0007
201 North Franklin Street (33602)
Post Office Box 110
Tampa, Florida 33601-0110

Phone 813 483-2606
Fax 813 204-8870
kimberly.caswell@verizon.com

January 31, 2001

Ms. Blanca S. Bayo, Director
Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850


010146-TP

Re: Docket No.
Petition of Verizon Florida Inc. for Approval of First Amendment to Adopted
Terms of Interconnection, Resale and Unbundling Agreement with The Ultimate
Connection L.C. d/b/a TAPCO, The Alternative Phone Company

Dear Ms. Bayo:

Please find enclosed for filing an original and five copies of Verizon Florida Inc.'s
Petition for Approval of First Amendment to Adopted Terms of Interconnection, Resale
and Unbundling Agreement with The Ultimate Connection L.C. d/b/a TAPCO, The
Alternative Phone Company. The amendment consists of a total of three pages.
Service has been made as indicated on the Certificate of Service. If there are any
questions regarding this matter, please contact me at (813) 483-2617.

Very truly yours,


Kimberly Caswell

KC:tas
Enclosures

01 JAN 31 10 45
10 45

DOCUMENT NUMBER-DATE
01446 JAN 31 01
FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Verizon Florida Inc. for Approval)
of First Amendment to Adopted Terms of)
Interconnection, Unbundling and Resale)
Agreement with The Ultimate Connection L.C.)
d/b/a TAPCO, The Alternative Phone Company)
_____)

Docket No. *010146-TP*
Filed: January 31, 2001

**PETITION OF VERIZON FLORIDA INC. FOR APPROVAL OF
FIRST AMENDMENT TO ADOPTED TERMS OF INTERCONNECTION, RESALE AND
UNBUNDLING AGREEMENT WITH THE ULTIMATE CONNECTION L.C.
D/B/A TAPCO, THE ALTERNATIVE PHONE COMPANY**

Verizon Florida Inc. (Verizon), formerly known as GTE Florida Incorporated, files this petition before the Florida Public Service Commission (Commission) seeking approval of the first amendment to the adopted terms of its interconnection, resale and unbundling agreement with The Ultimate Connection L.C. d/b/a TAPCO, The Alternative Phone Company (TUC). In support of this petition, Verizon states:

TUC's 252(i) election of the Verizon/AT&T interconnection, resale and unbundling agreement was approved by the Commission by Order No. PSC-00-1336-FOF-TP issued July 24, 2000 in Docket No. 000742-TP. The attached amendment modifies the language in Sections 2 and 3 of the General Terms and Conditions of the Adopted Terms relating to the termination date.

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

Respectfully submitted on January 31, 2001.

By: *Autray P. Galt*
ba Kimberly Caswell
P. O. Box 110, FLTC0007
Tampa, Florida 33601-0110
Telephone No. (813) 483-2617

Attorney for Verizon Florida Inc.

DOCUMENT NUMBER-DATE

01446 JAN 31 01

FPSC-RECORDS/REPORTING

**FIRST AMENDMENT TO THE
ADOPTED TERMS
BETWEEN
VERIZON FLORIDA INC. F/K/A GTE FLORIDA INCORPORATED
AND
THE ULTIMATE CONNECTION L.C. D/B/A TAPCO.
THE ALTERNATIVE PHONE COMPANY**

THIS FIRST AMENDMENT TO THE ADOPTED TERMS ("Amendment") is entered into on this 22nd day of August, 2000, by and between Verizon Florida Inc. f/k/a GTE Florida Incorporated ("Verizon") and The Ultimate Connection L.C. d/b/a TAPCO. The Alternative Phone Company ("TUC") (Verizon and TUC being referred to collectively as the "Parties" and each individually as a "Party"). This Amendment amends the Adopted Terms between the Parties pertaining to services provided by Verizon and TUC in the state of Florida (the "State").

RECITALS

WHEREAS, TUC has previously adopted terms (the "Adopted Terms") of the Interconnection, Resale and Unbundling Agreement between Verizon and AT&T Communications of the Southern States, Inc. ("Underlying Agreement") pursuant to Section 252(i) of the Telecommunications Act of 1996 (the "Act");

WHEREAS, the Underlying Agreement was approved by the Florida Public Service Commission's ("Commission") Order dated July 18, 1997 in Docket No. 960847-TP, and TUC's adoption of the Adopted Terms was approved by the Commission's Order No. PSC-00-1336-FOF-TP, dated July 24, 2000 in Docket No. 000742-TP;

WHEREAS, the Underlying Agreement, and thus the Adopted Terms, shall terminate or have terminated effective July 18, 2000 (the "Termination Date");

WHEREAS, Verizon and TUC are currently in good faith negotiations regarding an interconnection agreement pursuant to Section 251 and 252 of the Act to replace the Adopted Terms (the "New Interconnection Agreement");

WHEREAS, TUC did not commence negotiations in a manner to permit the time schedule set forth in Section 252 of the Act to be completed before the Adopted Terms expired or were terminated;

WHEREAS, TUC has maintained that the Commission would not allow an interruption in service even though the Adopted Terms will terminate or have been terminated; and

WHEREAS, in light of the foregoing, and subject to the terms and conditions set forth herein, the Parties agree to amend the term of the Adopted Terms.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties hereby agree that Section 2 and Section 3 of the General Terms and Conditions of the Adopted Terms shall be amended and restated in its entirety to read:

This Agreement shall remain in effect until July 26, 2001 ("Amended Termination Date"). If, on the Amended Termination Date, the Parties are engaged in good faith negotiations under Sections 251 and 252 of the Act for a new agreement, this Agreement shall continue in effect on a month-to-month basis from the Amended Termination Date (i) until this Agreement has been replaced by a new agreement, or (ii) until terminated by either Party upon thirty (30) days written notice to the other Party, whichever is earlier. After the Amended Termination Date, either Party shall have the right to terminate the continuing month-to-month term for any reason whatsoever.

2. Except as provided herein, all other provisions contained in the Adopted Terms, including but not limited to all other terms, conditions and reservations of rights, shall remain unchanged and in full force and effect. Capitalized terms used, but not defined herein, shall have the meaning proscribed to them in the Adopted Terms.

3. The Parties intend that, regardless of when this Amendment is approved by the Commission, the effective date of this Amendment shall be July 18, 2000 (the "Amendment Effective Date"). In light of this, the Parties hereby agree that their obligations pursuant to the Amendment shall remain in effect during the period when the Commission reviews and approves this Amendment, notwithstanding the Commission's possible initial rejection thereof during such period.

4. By entering into this Amendment, Verizon does not waive any right, and hereby expressly reserves each and all of its rights, to challenge and/or defend the legality of certain arbitrated terms, rates and/or charges included in the Adopted Terms ("Arbitrated Terms")¹, including its rights to assert or continue to assert that: (a) certain of the Arbitrated Terms are unlawful, illegal and improper, including, without limitation, the positions stated in any pending or future Verizon court challenge regarding certain of the Arbitrated Terms; (b) the Arbitrated Terms do not afford Verizon the opportunity to recover its actual costs, as mandated by the Act and applicable law; (c) the Arbitrated Terms should not become effective until such time as the

¹ Verizon's reservation of rights and positions regarding the Adopted Terms set forth in the Adoption Letter, dated June 14, 2000, and the Underlying Agreement, are reiterated as if fully set forth herein. In addition, Verizon further expressly reserves its rights pursuant to the Adopted Terms in the event that such terms are impacted due to changes in legal requirements, including but not limited to the decisions by the United States Court of Appeals for the District of Columbia on March 7, 2000 (*See GTE Services Corp. et al. v. Federal Communications Commission and the United States of America*, No. 99-1176, consolidated with, No. 99-1201, 2000 U.S. App. LEXIS 4111 (D.C. Cir. 2000)) and the United States Court of Appeals for the Eighth Circuit on July 18, 2000 (*See Iowa Utilities Bd. et al. v. Federal Communications Commission and the United States of America*, No. 96-3321).

Commission has established an explicit, specific, predictable, sufficient and competitively neutral universal service mechanism that provides Verizon the opportunity to recover its actual costs; and (d) certain provisions of the FCC's First, Second, Third and Fourth Report and Order in FCC Docket No. 96-98 and other FCC orders or rules (collectively, the "FCC Orders") are unlawful, illegal and improper. Verizon further expressly reserves its past, present and future rights to challenge and seek review of any and all Arbitrated Terms or any permanent rates or charges established in any generic rate proceeding or any other proceeding, in any court or commission of competent jurisdiction or other available forum.

5. The Parties expressly agree that, for purposes of calculating reciprocal compensation, Local Traffic does not include Enhanced Service Provider (ESP) and Internet Service Provider (ISP) traffic, including, but not limited to, Internet traffic, 900/976, etc., and Internet Protocol (IP) based voice or fax telephony.

6. This Amendment constitutes the entire agreement of the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, proposals, and representations whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Amendment other than those specifically set forth herein.

7. If any provision in the Adopted Terms conflicts with this Amendment, this Amendment shall control.

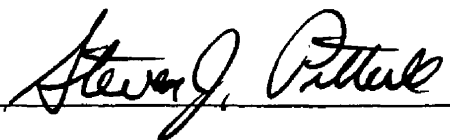
8. This Amendment shall be solely governed by and interpreted under applicable federal law and Florida law, without regard for any choice of law principles in Florida law.

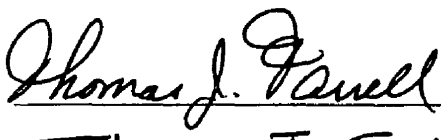
9. This Amendment may be signed in counterparts and may be transmitted by facsimile.

IN WITNESS WHEREOF, each Party has executed this Amendment and it shall be effective upon the Amendment Effective Date.

Verizon Florida Inc.
f/k/a GTE Florida Incorporated

The Ultimate Connection L.C.
d/b/a TAPCO.
The Alternative Phone Company

By: 

By: 

Name: Steven J. Pitterle

Name: THOMAS J. FARRELL

Title: Director-Negotiations
Network Services

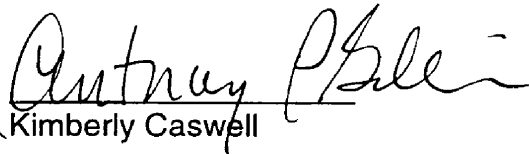
Title: PRESIDENT

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of Verizon Florida Inc.'s Petition For Approval of First Amendment to Adopted Terms of Interconnection, Resale and Unbundling Agreement with The Ultimate Connection L.C. d/b/a TAPCO, The Alternative Phone Company was sent via overnight delivery on January 30, 2001 to:

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

Kelley Drye & Warren LLP
Attention: Enrico C. Soriano
1200 19th Street, N.W., Suite 500
Washington, DC 20036


Kimberly Caswell