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October 11, 2004 – **VIA ELECTRONIC MAIL**

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

Re: Docket No. 040156-TP
Petition for Arbitration of Amendment to Interconnection Agreements With Certain Competitive Local Exchange Carriers and Commercial Mobile Radio Service Providers in Florida by Verizon Florida Inc.

Dear Ms. Bayo:

Enclosed for filing is Verizon Florida Inc.'s Opposition to Sprint's Petition for Intervention in the above matter. Service has been made as indicated on the Certificate of Service. If there are any questions concerning this filing, please contact me at 813-483-1256.

Sincerely,

/s/ Richard A. Chapkis

Richard A. Chapkis

RAC:tas
Enclosures

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of Verizon Florida Inc.'s Opposition to Sprint's Petition for Intervention in Docket No. 040156-TP were sent via U.S. mail on October 11, 2004 to the parties on the attached list.

/s/ Richard A. Chapkis

Richard A. Chapkis

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Saluda Networks Incorporated
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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Arbitration of Amendment to Interconnection Agreements With Certain Competitive Local Exchange Carriers and Commercial Mobile Radio Service Providers in Florida by Verizon Florida Inc.	Docket No. 040156-TP Filed: October 11, 2004

VERIZON FLORIDA'S INC.'S OPPOSITION TO SPRINT'S PETITION FOR INTERVENTION

Verizon Florida Inc. ("Verizon") asks the Commission to deny Sprint's Petition to Intervene, filed on September 29, 2004. Since Verizon first filed for arbitration early this year, Sprint has done everything possible to obstruct the arbitration process. Twice, it filed motions to dismiss, which the Commission ultimately granted. Now that Verizon has filed a new petition for arbitration—and has not named Sprint—Sprint has reversed course and seeks to force Verizon to arbitrate with Sprint. Given this history, Sprint's Petition for Intervention deserves no serious consideration and should be denied.

I. Background

On February 20, 2004, Verizon filed a petition for arbitration to amend all of its interconnection agreements to reflect the changes in unbundling obligations promulgated in the FCC's *Triennial Review Order*.[1] On March 16, 2004, Sprint filed a Motion to Dismiss Verizon's petition on a number of grounds. Sprint asked the Commission to dismiss the entire proceeding or, alternatively, to dismiss Verizon's

[1] Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, 18 FCC Rcd 16978 (2003) ("*Triennial Review Order*" or "*TRO*"), *vacated in part and remanded*, *United States Telecom Ass'n v. FCC*, 359 F.3d 554 (D.C. Cir. 2004) ("*USTA II*"), *petitions for cert. pending*, *NARUC v. United States Telecom Ass'n*, Nos. 04-12, 04-15 & 04-18 (U.S. filed June 30, 2004).

petition only as to Sprint. Sprint filed a second Motion to Dismiss on April 13, 2004, again asking the Commission to shut down the arbitration proceeding.

On July 12, 2004, the Commission granted Sprint's motions to dismiss. *Order Granting Sprint Comm. Co. L.P.'s Motion to Dismiss*, Order No. PSC-04-0671-FOF-FP. The Commission gave Verizon the option of filing a new petition for arbitration that, among other conditions, specifically designated the parties to the arbitration and more carefully considered the change-of-law language in existing interconnection agreements. *See Order Granting Sprint's Motion to Dismiss*, at 6.

Verizon filed a new Petition for Arbitration on September 9, 2004, in accordance with the conditions the Commission imposed in its Order granting Sprint's motions to dismiss. After thoroughly reviewing all of its interconnection agreements, Verizon concluded that most, including Sprint's, already contained clear and specific terms permitting Verizon to stop providing unbundled access to facilities that are no longer subject to an unbundling obligation under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Therefore, Verizon did not seek arbitration with these CLECs because their agreements do not need to be amended before Verizon may discontinue "delisted" UNEs.[2]

After obtaining exactly the relief it wanted—dismissal of Verizon's arbitration--Sprint now complains that Verizon has not chosen to arbitrate with Sprint. The Commission should deny Sprint's attempt to force its way back into an arbitration process that Sprint has done its best to thwart. Sprint's claim that Verizon is trying to "unilaterally modify" the Sprint/Verizon interconnection agreement by not seeking

[2] As Verizon pointed out in its Petition for Arbitration, amendments may well not be required even for agreements that could be misconstrued to call for an amendment to effect a change of law, including the agreements with the CLECs remaining in this arbitration. Petition for Arbitration at 2 n. 4. Nevertheless, arbitration is desirable to eliminate any doubt regarding Verizon's right to cease providing any UNEs eliminated by federal law.

arbitration with Sprint (Sprint Petition at 5) makes no sense. On the contrary, as Verizon explained, Verizon has not sought arbitration precisely because it is *not* seeking to modify the agreement.

Neither the Commission's Order granting Sprint's motion to dismiss nor anything else compels Verizon to name Sprint or any other particular parties to this arbitration, or to proceed with arbitration at all. Indeed, the Commission planned to close this docket if Verizon chose not to file an arbitration petition within 60 days of the Order granting Sprint's motion to dismiss. (*Order Granting Sprint's Motion to Dismiss*, at 7.)

To Verizon's knowledge, the Commission has never granted intervention in an arbitration proceeding under section 252 of the Act, and Sprint makes no attempt to explain why the Commission should deviate from this longstanding policy. Most of Sprint's Petition is, instead, irrelevant argument about why the Sprint contract does not, in Sprint's view, allow Verizon to cease providing elements that are no longer subject to unbundling under the Act or the FCC's Rules. As Verizon explains below, the contract interpretation exercise in which Sprint tries to engage the Commission is inappropriate because there is no contract enforcement dispute before the Commission. The purpose of this proceeding is to arbitrate proposed changes to certain interconnection agreements, not to interpret existing agreements. The Commission need not consider Sprint's contract interpretation arguments before denying its Petition to Intervene. If the Commission does permit Sprint to intervene, it should do so without making any interpretation of the Sprint/Verizon contract.

II. Argument

A. The Commission Does Not Permit Intervention in Section 252 Arbitrations.

Sprint is, no doubt, aware, that this Commission does not permit intervention in arbitration proceedings.[3] Nevertheless, Sprint makes no effort to justify an exception to this longstanding no-intervention policy. It simply states that "Sprint will be substantially affected by the Commission's decision on the issues in this docket because they affect how Verizon will implement the TRO and USTA II decision in its interconnection agreements." (Sprint Petition at 5.)

As this Commission has uniformly held, the possibility that an arbitration decision may affect the terms of other parties' interconnection agreements in the future is not enough to justify intervention:

> It is hardly surprising that business relationships and commercial terms to which certain market players agree influence, sometimes strongly, the nature of subsequent relationships and terms sought by others. This is not justification to return to the old regulatory routine where all interested persons could participate in matters involving regulated utility providers. Under the Act, the rules of the road are different.[4]

The Commission has concluded, time and again, that:

> The outcome of arbitration proceedings is an agreement between those parties that is binding only on them. The Act does not contemplate participation by other entities who are not parties to the negotiations and

[3] *See, e.g.*, *Complaint and/or Petition for Arbitration by Global NAPS, Inc. for Enforcement of Section VI(B) of its Interconnection Agreement with BellSouth Telecommunications, Inc.*, Order No. PSC-99-2526-PCO-TP483 (1999) ("*GNAPs Order*"); *Complaint of WorldCom Technologies, Inc. Against BellSouth Telecomm., Inc. for Breach of Terms of Florida Partial Interconnection Agreement under Sections 251 and 252 of the Telecomm. Act of 1996*, Order No. PSC-98-0642-PCO-TP (1998) ("*WorldCom Order*"); *Petition by Metropolitan Fiber Systems of Florida, Inc. for Arbitration with BellSouth Telecommunications, Inc. Concerning Interconnection Rates, Terms, and Conditions, Pursuant to the Federal Telecomm. Act of 1996*, Order No. PSC-98-0007-PCO-TP (1998); *Petition for Approval of Interconnection Agreement Between BellSouth Telecommunications, Inc., and Time Warner AxS of Florida, L.P. and Digital Media Partners*, Order No. PSC-96-1092-PCO-TP (1996).

[4] WorldCom Order, at 3.

> who will not be parties to the ultimate interconnection agreement that results. Entities not party to the negotiations are not proper parties in arbitration proceedings, even though they may, in some indirect way, be affected by a particular decision.[5]

As explained below in subsection D, Verizon has not sought to engage Sprint Florida in negotiation of Verizon's proposed amendment that is the basis for this arbitration. It is not even clear from Sprint's Petition whether Sprint wishes to amend its Florida agreement, or whether it agrees that intervention means that it would be bound by the results of the proceeding. Sprint has given the Commission no reason to grant it an exception to its policy against intervention in arbitrations.

B. There is No Need for the Commission to Interpret Sprint's Interconnection Agreement in Order to Deny Its Petition to Intervene.

Instead of raising any exceptional circumstances that might justify an exception to the Commission's rule against intervention in arbitrations, most of Sprint's Petition is argument about how Sprint's interpretation of its existing interconnection agreement differs from Verizon's. Specifically, Sprint does not believe the contract permits Verizon to cease providing UNEs that are no longer required under federal law. As Verizon explains below, Sprint is wrong, but the parties' differences over the interpretation of their contract are irrelevant to the question of whether the Commission should grant Sprint's intervention. Before proceeding with this arbitration, Verizon need not demonstrate that its contracts with Sprint or any other party not included in this arbitration authorize it to cease providing delisted UNEs. Verizon initiated this proceeding to secure specific relief – amendment of certain interconnection

[5] GNAPS Order, at 7.

agreements. Verizon, the sole petitioner here, does not seek that relief with respect to Sprint, and it cannot be forced to do so.

Whether or not the Commission decides to grant Sprint intervention, it would not be appropriate to engage in contract interpretation now, in the absence of any concrete dispute about enforcement of specific contract terms. All of the state commissions that have thus far ruled on Verizon's notices withdrawing particular parties agree that a *TRO* arbitration is not the proper forum for addressing contract interpretation issues. In rejecting CLECs' oppositions to Verizon's notices of withdrawal, the Vermont Commission correctly recognized that the purpose of the proceeding "is to arbitrate proposed changes to interconnection agreements, not to interpret language in existing agreement to which no party seeks changes." Order *Re: Verizon Motion of Withdrawal*, Docket No. 6932, at 4 (Vt. PSB Aug. 25, 2004) ("*Vermont Order* "). The New York Commission explained that the *TRO* arbitration "concerns proposed amendments to Verizon's interconnection agreements," not "whether Verizon has the right, under its current interconnection agreements, to cease providing unbundled network elements." *Petition of Verizon New York Inc. for Consolidated Arbitration*, Case 04-C-0314, Ruling Allowing Verizon to Withdraw Arbitration (NY PSC Sept. 22, 2004). And the Rhode Island Commission pointed out that: "This arbitration was requested by VZ-RI, not the CLECs. The purpose of this arbitration is to determine an appropriate written ICA amendment to implement a change of law. It is not to make declaratory judgments or grant equitable relief." *Second Procedural Arbitration Decision*, Docket No. 3588, at 7-8 (RI PUC Aug. 18, 2004)

This Commission should, likewise, decline to undertake the abstract contract interpretation inquiry that Sprint invites. If and when Sprint disagrees with Verizon's implementation of an FCC or judicial ruling under the parties' interconnection agreement, then Sprint may seek to resolve that concrete dispute, in accordance with the agreement's dispute resolution provisions. *See* Sprint Petition, at 3-4. But Sprint has not alleged that anything Verizon has done has violated its contract, and has not sought to enforce any particular contract provisions. Indeed, there would be no basis for any enforcement action at this point. Verizon has not issued any discontinuation notices for the UNEs addressed by the *USTA II* mandate (that is, mass-market switching, enterprise loops, and dedicated transport), and these UNEs remain subject to the "transitional" obligations imposed in the FCC's *Interim Order*.[6]

C. Verizon's Agreement with Sprint Permits It to Discontinue Providing a UNE that Verizon Is Not Required to Provide Under Section 251(c)(3) and 47 C.F.R. Part 51.

Although it is not appropriate to rule on the meaning of the parties' existing interconnection contract now, if the Commission were to examine the terms of the agreement, it would conclude that it does, in fact, permit Verizon to cease providing UNEs that are not subject to a federal unbundling obligation.

The very provision Sprint cites in its Petition provides, in the clearest language, that arbitration is not necessary in order to incorporate new legal developments:

[6] Order and Notice of Proposed Rulemaking, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, FCC 04-179 (rel. Aug. 20, 2004) ("*Interim Order*"). The *Interim Order* requires ILECs to continue providing unbundled access to mass-market switching, enterprise loops, and dedicated transport under the rates, terms, and conditions that applied under their interconnection agreements as of June 15, 2004. This obligation lasts until the earlier of six months from the September 13, 2004 publication of the Order in the Federal Register, or until the effective date of the FCC's final unbundling rules. *See id*. at ¶ 1.

> Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement. The terms and conditions of this Agreement were composed in order to effectuate the legal requirements in effect at the time this Agreement was produced, and shall be subject to any and all applicable statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings that subsequently may be prescribed by any federal, state or local governmental authority having appropriate jurisdiction. Except as otherwise expressly provided herein, such subsequently prescribed statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings will be deemed to ***automatically supersede*** any conflicting terms and conditions of this Agreement.

Agreement § 1.2 (emphases added).

In this provision, Sprint and Verizon did two things. First, they expressly recognized that the provisions of the agreements were designed "to effectuate" the specific "legal requirements" — that is, the FCC's regulations implementing § 251, including the UNE regulations — that were "in effect at the time this Agreement was produced." The parties recognized that these legal requirements might change, either through "subsequently prescribed" "regulations" or "judicial decisions." In such cases, the parties expressly agreed that those new regulations and judicial decisions would "automatically supersede" "any" term or condition of the agreement that "conflict[ed]" with the new regulation or judicial decision. Not only did the parties provide that this would occur "automatically," but they also provided that the agreement would "be deemed" to conform to the new law, even if the conflicting provisions had not yet been eliminated from the agreement through an amendment. Indeed, both aspects of this provision make clear that the parties expressly meant for their obligations under the agreement — including Verizon's obligation to provide access to UNEs — to conform to current FCC regulations and judicial decisions, without the need first to amend the agreement.

Sprint ignores the “automatically supersede” language and points instead to the end of § 1.2, which provides that, “to the extent required or reasonably necessary, the Parties shall modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such statute, regulation, rule, ordinance, judicial decision or administrative ruling.” Sprint Petition at 3-5. But no amendment is required or reasonably necessary in cases where the subsequently prescribed rules eliminate an existing obligation. Indeed, Section 1 of the UNE Attachment of the Agreement already provides that "[n]otwithstanding any other provision of this Agreement, Verizon shall be obligated to provide UNEs and Combinations to SPRINT only to the extent required by Applicable Law." In contrast, where the subsequently prescribed rule imposes a new, prospective obligation for Verizon to provide a facility, service, or arrangement, an amendment would be required or reasonably necessary to incorporate the associated terms and conditions into the agreement.

The D.C. Circuit decided in *USTA II* that the FCC’s regulations requiring incumbent local exchange carriers such as Verizon to provide unbundled mass market switching (and associated shared transport) and unbundled high capacity facilities (loops, dedicated transport, and dark fiber) were unlawful. The FCC likewise decided in the *Triennial Review Order* that Verizon is not required under section 251(d)(2) to provide, among other UNEs, enterprise switching (and associated shared transport), OCn transport, OCn loops, call-related data bases, and line sharing. The result of both the *Triennial Review Order* and *USTA II* is that Verizon is no longer required to provide

certain UNEs.[7] Because Verizon's Agreement with Sprint provides that current FCC regulations and judicial decisions governing the scope of Verizon's UNE obligations "automatically supersede" any contrary terms or provisions of the agreements, no amendment is necessary for Verizon to cease providing UNEs under that Agreement.

D. Verizon's Actions Have Been Consistent with Its Decision Not to Seek Arbitration with Sprint.

Sprint claims that Verizon's own actions are inconsistent with Verizon's decision not to seek amendment of Sprint's contract in this arbitration. Specifically, Sprint states that Verizon sent a letter to Sprint on September 9, 2004, proposing to negotiate Verizon's updated contract amendment. (Sprint Petition at 5.) Sprint claims that it responded to Verizon's September 9 proposal with a September 16 letter and "has had discussions with Verizon to amend the interconnection agreement in light of the FCC's TRO and the USTA II decisions." (Sprint Petition at 5.)

Sprint is wrong. Verizon did not, in fact, send Sprint Florida its new amendment proposal or seek to engage it in negotiation of that proposal. The purported negotiation request Sprint attached to its filing (Sprint's Att. A) is only a template letter, made available to Sprint as a courtesy by a Verizon negotiator in conjunction with Sprint/Verizon negotiations as to other states. (See attached Exhibit 1, e-mail from S. Hughes, Verizon, to Jack Weyforth, Sprint, dated Sept. 9 and attaching the template letter.) Sprint was never sent any such letter with respect to its interconnection agreement with Verizon Florida. The actual letters Sprint affiliates received (and that

[7] As noted above, Verizon recognizes that its right under these agreements to discontinue provision of mass-market switching, high-capacity loops, and dedicated transport — that is, the UNEs as to which the D.C. Circuit vacated the FCC's unbundling rules in *USTA II* — is governed by the various aspects of the FCC's *Interim Order*, to the extent that order remains legally effective.

Sprint did not attach to its Petition) pertained only to Sprint's existing contracts with Verizon in Delaware, New Jersey, Vermont, and the District of Columbia. The subject line of the attached e-mail from Mr. Hughes to Mr. Weyforth clearly indicates that the Verizon/Sprint negotiations covered only these four states, *not* Florida. The September 16 letter Sprint attached to its Petition (Sprint's Att. B) does not refer to any Florida negotiations; in fact, the letter itself recognizes Verizon's removal of Sprint from the consolidated arbitrations.

Contrary to Sprint's misinterpretations, Verizon has not asked Sprint to negotiate its updated amendment, and has not acted inconsistently with its decision not to include Sprint in this arbitration, so there is no reason to include Sprint in this arbitration.

III. CONCLUSION

For all the reasons discussed here, Verizon asks the Commission to deny Sprint's Petition for Intervention. If, however, the Commission decides to allow Sprint to intervene in the arbitration, Verizon asks it to refrain from making any rulings on the meaning of the parties' existing interconnection agreement.

Respectfully submitted on October 11, 2004.

/s/ Richard A. Chapkis

By: _____

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Attorney for Verizon Florida Inc.

EXHIBIT 1

Stephen Hughes
09/10/2004 02:30 PM

To: "Weyforth, Jack S [SBS]" <Jack.S.Weyforth@mail.sprint.com>
cc:
Subject: Sprint TRO - DC, DE, NJ and VT

Jack,

I am contacting you to make you aware of a formal notice regarding the consolidated TRO arbitration proceedings Verizon has sent to your company dated September 9th by overnight mail to the contact(s) provided in notice provisions in the existing interconnection agreement. Attached for your convenience is a sample copy of the notice and a Word version of the TRO amendment described therein.

As explained in the notice, the parties, in accordance with Commission procedural orders and/or Verizon's commitments to Commissions, must conclude any further negotiations required for this draft of the amendment within thirty (30) days from the date of the notice, October 9th, so that the applicable Commission(s) may proceed to arbitrate any issues on which the parties disagree. Verizon is willing to dismiss from the arbitrations any company that executes Verizon's revised amendment.

Verizon has requested that Sprint review the draft amendment and **respond no later than September 17, 2004**, to either indicate your assent to the terms of the amendment or to provide a redline document showing any changes that you believe in good faith are necessary under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. If you propose any changes to the amendment, I recommend we establish an aggressive negotiation schedule as negotiations must be concluded within 30 days. Please contact me as soon as possible to schedule any negotiations that your company may wish to undertake. If you have any questions, please do not hesitate to contact me.

Thank you.

Stephen Hughes
Negotiations Manager
Verizon Wholesale Markets
1095 Avenue of the Americas, 17th Fl
New York, NY 10036
Ph: 212-395-2875

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

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HQEWMNOTICES
Irving, TX 75038

wmnotices@verizon.com

September 9, 2004

«Contact_Name»
«Contact_Title»
«Contact_Company»
«Carrier»
«Contact_Address_Line_1» «Contact_Address_Line_2»
«Contact_City», «Contact_State» «Contact_ZIP»

Subject: Prompt Action Required in Triennial Review Order Arbitrations

This notice is in regard to the consolidated arbitration proceedings that Verizon has initiated at various State Commissions with respect to the FCC's Triennial Review Order (Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, CC Docket Nos. 01-338, 96-98, and 98-147, FCC 03-36, 18 FCC Rcd 16978, released on August 21, 2003 ("TRO")) and related legal developments. **Verizon requests that you review this notice and, as discussed further below, respond by September 17, 2004 to indicate whether your company wishes to negotiate with respect to a revised TRO amendment that Verizon has made available.**

Verizon has filed in certain states, and intends to file soon in other states, notices withdrawing its Petition for Arbitration with respect to carriers whose interconnection agreements ("ICAs") clearly permit Verizon to cease providing UNEs that Verizon is not required to provide under 47 U.S.C. § 251(c)(3). Verizon, out of an abundance of caution and without waiving any rights it may have, intends to proceed with arbitration as to certain carriers whose ICA in particular state(s) could be misconstrued to require an amendment in order for Verizon to cease providing UNEs identified in the ICA.[1] Verizon, in a notice it has filed or intends to file in the arbitration proceeding in the **«State_Of»** has named or intends to name your company as a party with whom Verizon will proceed to arbitrate in the **«State_Of»**.

Verizon first made a TRO amendment available to all carriers with ICAs on October 2, 2003. Many carriers have executed that amendment or an updated version of it during the period since October 2, 2003. In order to conclude this matter as to your company, Verizon has made

[1] To the extent Verizon has named, or may name in any forthcoming filing, your company as a party with which Verizon will proceed with arbitration, Verizon: 1) does not waive any right with respect to termination of the subject interconnection agreement(s), 2) does not concede that the issuance of the mandate in *USTA II* constituted a "change of law" that requires renegotiation under the terms of any agreements, and 3) does not waive its claim that it cannot be required under any interconnection agreement to provide UNEs eliminated by the *Triennial Review Order* or the Court's decision in *United States Telecom Ass'n v. FCC*, 359 F.3d 554 (D.C. Cir. Mar. 2, 2004).

available for your company's consideration an updated draft amendment reflecting Verizon's right to cease providing any UNEs that it has no legal obligation to provide. To the extent your company has previously engaged in TRO amendment negotiations with Verizon, this draft should not present substantial new issues. This draft amendment reflects updates including terms to account for the FCC's recent *Interim Order*, which "expressly preserve[d]" Verizon's right "to initiate change of law proceedings" to ensure a "speedy transition" to any permanent rules definitively eliminating unbundling requirements for mass-market switching, high-capacity loops, and dedicated transport.[2] The amendment is available, in both Adobe Acrobat and Microsoft Word formats, on Verizon's Wholesale Web Site which can be accessed via the electronic link at the bottom of this letter.[3]

Verizon requests that your company take the following action: 1) review the draft amendment, and 2) respond, no later than September 17, 2004, to indicate your assent to the terms of the amendment or to provide a redlined document showing any changes that you believe in good faith are necessary under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. If you propose any changes to the amendment, then please include in your response proposed dates on which you or your company's representative are available for a conference call to discuss the changes with representatives of Verizon. In accordance with Commission procedural orders and/or Verizon's commitments to particular Commissions, the parties must conclude any further negotiations required for this draft of the amendment within thirty (30) days from the date of this notice, so that the applicable Commission(s) may proceed to arbitrate any issues on which the parties disagree.

If your company does not respond to this notice by September 17, 2004 as requested above, Verizon may request that the applicable Commission enter an appropriate order that may affect your company, including, but not limited to, an order requiring your company to execute Verizon's amendment with no negotiated changes.

Please respond to this notice by contacting the Verizon Negotiator listed below:

«Negotiator_Name»

«Negotiator_number»

«Negotiator_email»

Finally, Verizon, in numerous previous industry notices, has invited carriers to engage in commercial negotiations for services to replace UNEs that Verizon is no longer required to provide under 47 U.S.C. § 251(c)(3). As a further reminder, if your company has not already engaged in commercial negotiations with Verizon and wishes to do so, please contact the following Verizon representative to commence such negotiations:

Mr. Michael D. Tinyk
Verizon Services Corp.
Suite 500
1515 North Courthouse Road

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[2] Order and Notice of Proposed Rulemaking, *Unbundled Access to Network Elements, Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers,* Order and Notice of Proposed Rulemaking, FCC 04-179, ¶ 22 (rel. Aug. 20, 2004) ("*Interim Order*"). The Interim Order is scheduled to become effective upon publication in the Federal Register, which may have occurred by the time you receive this notice.

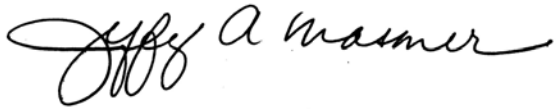
[3] Verizon reserves the right to revise and update the draft amendment at its discretion. For CLECs that are interested, Verizon will also make available, but is not proposing to arbitrate in the pending arbitration proceedings, a separate amendment implementing certain requirements established under the TRO, such as those relating to commingling and routine network modifications, subject to the terms of the *Interim Order*.

http://www22.verizon.com/wholesale/business/local/establish/home/1,24223,,00.html

Arlington, VA 22201
Phone: 703-351-3159
Fax: 703-351-3664
Email: michael.d.tinyk@Verizon.com

Thank you for your attention to this matter.

Sincerely,



Jeffrey A. Masoner
Vice President – Interconnection Services Policy & Planning