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Marceil Morrell\*\*  
Vice President & General Counsel - Florida

Associate General Counsel  
Anthony P. Gillman\*\*  
Leslie Reicin Stein\*

Attorneys\*  
Lorin H. Albeck                    M. Eric Edgington  
Kimberly Caswell                Joe W. Foster  
Franklin H. Deak                 Ernesto Mayor, Jr.

\* Licensed in Florida  
\*\* Certified in Florida as Authorized House Counsel

**GTE Telephone Operations**

One Tampa City Center  
Post Office Box 110, FLTC0007  
Tampa, Florida 33601  
813-224-4001  
813-228-5257 (Facsimile)

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FILE COPY

February 23, 1996

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

960228-TR

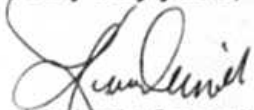
Re: Docket No.  
Petition for Approval of Interconnection Agreement

Dear Ms. Bayo:

Please find enclosed for filing an original and fifteen copies of GTE Florida Incorporated's Petition for Approval of Interconnection Agreement With Intermedia Communications Inc.

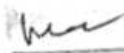
Service has been made as indicated on the Certificate of Service. If there are any questions regarding this matter, please contact me at (813) 228-3094.

Very truly yours,

  
Kimberly Caswell

KC:tas  
Enclosures

RECEIVED & FILED

  
EPSC-BUREAU OF RECORDS

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of  
Interconnection Agreement

)  
)  
)  
Docket No. 960228-JP  
Filed: February 23, 1996

ORIGINAL  
FILE COPY

**PETITION OF GTE FLORIDA INCORPORATED  
FOR APPROVAL OF INTERCONNECTION AGREEMENT  
WITH INTERMEDIA COMMUNICATIONS INC.**

GTE Florida Incorporated (GTEFL) files this petition before the Florida Public Service Commission seeking approval of an interconnection agreement which GTEFL has entered with Intermedia Communications Inc. (ICI). In support of this petition, GTEFL states:

1. Florida's new telecommunications law, Chapter Law 95-403, requires local exchange carriers such as GTEFL to negotiate with alternative local exchange carriers "mutually acceptable prices, terms and conditions of interconnection and for the resale of services and facilities." Fla. Stat. §364.162. In accordance with that provision, GTEFL has entered an agreement with ICI, which has been certificated as an alternative local exchange carrier as that term is defined in §364.02(1). This agreement was executed on January 26, 1996 and is attached hereto as Attachment A.

2. The United States Congress has also recently passed legislation amending the Communications Act of 1934. This act, referred to as the Telecommunications Act of 1996, requires that any "interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission." *Telecommunications Act of 1996*, §252(e). This requirement also applies to interconnection agreements negotiated before the date of enactment of that Act. *Id.* §252(a).

DOCUMENT NUMBER-DATE

02233 FEB 23 1996

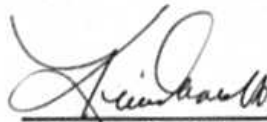
FPSC-RECORDS/REPORTING

3. Under the federal act, an interconnection agreement can be rejected by the state commission only if the commission finds that the agreement (or any portion thereof) discriminates against a telecommunications carrier not a party to the agreement or if the implementation of that agreement is not consistent with the public interest, convenience and necessity.

4. The agreement with ICI does not discriminate against other similarly situated carriers, which may order interconnection from GTEFL under similar terms and conditions. The agreement is also consistent with the public interest, convenience and necessity. As such, GTEFL seeks approval of the agreement from the Commission as required under the federal statutory provisions noted above.

Wherefore, GTEFL respectfully requests that the Commission approve the attached interconnection agreement entered with ICI and that GTEFL be granted all other relief proper under the circumstances.

Respectfully submitted on February 23, 1996.



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Anthony P. Gillman  
Kimberly Caswell  
P. O. Box 110, FLTC0007  
Tampa, Florida 33601-0110  
Telephone No. (813) 228-3087

Attorneys for GTE Florida Incorporated

**INTERCONNECTION AGREEMENT**

This Interconnection Agreement (Agreement) is entered into by and between the undersigned parties to establish, on an interim basis, nondiscriminatory rates, terms and conditions for local interconnection pursuant to Section 364.162, Florida Statutes; address the establishment of an interim universal service/carrier of last resort recovery mechanism pursuant to Section 364.025, Florida Statutes; address a temporary telephone number portability solution, e.g., Remote Call Forwarding, pursuant to Section 364.16(4), Florida Statutes; and address unbundling and resale of local exchange telecommunications company network features, functions and capabilities pursuant to Section 364.161, Florida Statutes, to the extent identified herein.

The undersigned parties are entering into this Agreement for the purpose of commencing local exchange competition on an expedited basis and avoiding the uncertainty and expense of litigation. It is the intention of the undersigned parties that this Agreement remain in effect for two years beginning January 1, 1996. The undersigned parties understand that this is an interim Agreement for the reasons noted and the parties intend to renegotiate this Agreement at its conclusion. Prices, terms and conditions other than those set forth in this Agreement may be more appropriate upon the expiration of this Agreement in order to send the correct price signals to the market.

The parties intend for this Agreement to establish only interim prices, terms, conditions and mechanisms necessary to allow the introduction of local exchange competition, as required by the above-referenced sections of Florida Chapter Law 95-403. However, for the period until January 1, 1998, disputed issues raised by the aforementioned statutes shall be resolved as follows:

**A. Local Interconnection**

Section 364.16, Florida Statutes, requires, among other things, that each incumbent local exchange telecommunications company (LEC) provide access to and interconnection with its telecommunications facilities to any other provider of local exchange telecommunications services requesting such access and interconnection at non-discriminatory prices, rates, terms, and conditions established by the procedures set forth in Section 364.162, Florida Statutes. Section 364.162 provides that an alternative local exchange telecommunications company (ALEC) shall have until August 31, 1995, or sixty (60) days, to negotiate with the LEC mutually acceptable prices, terms and conditions of interconnection and for the resale of LEC services and facilities. The statute also provides that if the parties are not able to negotiate a price by August 31, 1995, or within sixty (60) days, either party may petition the Commission to establish non-discriminatory rates, terms and conditions of interconnection and for the resale of LEC services and facilities. The parties were unable to negotiate mutually acceptable prices, terms and conditions of interconnection by August 31, 1995, or within sixty (60) days. After further negotiations, however, the undersigned parties now agree to the following interim prices, terms and conditions for interconnection and the exchange of traffic with GTE Florida Incorporated (GTEFL) through December 31, 1997:

1. "Local interconnection" is defined only for purposes of this Agreement as including the delivery of local traffic to be terminated on each company's local network, the LEC unbundled network features, functions and capabilities contained in Attachment D, and temporary telephone number

portability to be implemented pursuant to Section 364.16(4), Florida Statutes. While the parties have endeavored in good faith to resolve the issues relating to local interconnection, the parties recognize that they are unable to foresee and account for every issue that may arise as this Agreement is implemented. Thus, to the extent that the prices, terms and conditions for local interconnection are not specifically established herein, the additional prices, terms and conditions shall be established pursuant to negotiation or set by the Commission, upon request, as required by Section 364.161(6), Florida Statutes. If the Commission does not render its vote within 120 days, then the parties agree that the Commission's decision will be retroactive to the 120th day after a petition is filed.

2. The delivery of local traffic between each undersigned ALEC and GTEFL shall be reciprocal and compensation will be mutual. The parties will pay each other GTEFL's terminating switched access rate, exclusive of the Residual Interconnection Charge and Common Carrier Line elements of the switched access rate, on a per minute of use basis for terminating local traffic on each other's network within GTEFL's existing franchise area. The parties shall not route local traffic through the tandem switch unnecessarily to generate revenues. Examples of these rate elements and prices are identified on Attachment A, which is incorporated herein by reference. If it is mutually agreed at some future date, the parties may exchange local

traffic on an in-kind basis, foregoing compensation in the form of cash or cash equivalent.

3. On an interim basis, a local exchange provider shall not be required to compensate another local exchange provider for more than up to one-hundred-five percent (105%) of the total minutes of use of the local exchange provider with the lower minutes of use in the same month. This cap shall apply to the total local minutes of use calculated on a company-wide basis in the State of Florida. For example, if in a given month GTEFL has 10,000 minutes of local traffic terminated on an ALEC's local exchange network and the ALEC has 15,000 minutes of local traffic terminated on GTEFL's local exchange network, the ALEC would be required to compensate GTEFL for local interconnection on the basis of 10,500 terminating minutes ( $10,000 \text{ mins.} \times 105\% = 10,500 \text{ mins.}$ ) and GTEFL would compensate the ALEC for 10,000 terminating minutes. Seven additional examples are contained on Attachment B, which is incorporated herein by reference. In order to determine the amount of local traffic terminated on each local provider's network, each local provider will report to the other provider the amount of local traffic terminated. Connectivity shall be established at each and every point where the facilities of GTEFL and the ALEC perform the physical function of delivering local traffic to be terminated in the other company's network. Such interconnecting facilities shall conform, at the minimum, to the telecommunications industry

standard of DS1 (Bellcore Standard No. TR-NWT-00499). Neither party shall construct facilities in order to necessitate the other party building unnecessary facilities. STP (signal transfer point) SS7 (Signalling System 7) connectivity is also required. The parties recognize that various aspects of the interconnection process (including physical interconnection arrangements (i.e., collocation, midspan meet) technical requirements, trouble reporting and resolution, billing processes, resolution of operating issues, provisioning, ordering, deadlines, performance standards, recording of traffic, including start and stop time, reporting and payment, dispute resolutions, rounding measurements, financial penalties for late payments, and the provision of inter-carrier clearinghouse functions are not resolved in this document, and the parties agree to cooperatively work toward resolution of these issues no later than March 31, 1996, and that either party may petition the Commission for resolution should unresolved issues remain on March 31, 1996. If the Commission does not render its vote within 120 days of the petition, then the parties agree that the Commission's decision will be retroactive to the 120th day after a petition is filed. The parties agree that resolution of these issues will ultimately result in additional written documents with which the parties will comply.

4. The parties stipulate and agree that the exchange of traffic on GTEFL's Extended Area Service, Extended Calling Service and other local calling routes shall be considered local traffic. The parties will therefore



compensate each other for such traffic pursuant to paragraphs 2 and 3 above.

5. The parties further agree that no traffic for which terminating access services charges would otherwise apply shall be carried through a local interconnection arrangement without paying the appropriate charge for such terminating access services as set forth in Section 364.16(3)(a), Florida Statutes. GTEFL agrees to provide ALECs with a sufficient quantity of numbering resources to enable ALECs to comply with this requirement.
  
6. Either GTEFL or an ALEC will provide intermediary tandem switching and transport to connect the end user of a local exchange provider to the end user of another ALEC, a LEC other than GTEFL, another telecommunications company (e.g., pay telephone provider, operator services provider), or a wireless telecommunications service provider for the purpose of making a local call. The local exchange provider performing this intermediary function will bill a \$.002 per minute charge over and above its appropriate local interconnection rate elements as shown on Attachment A.
  
7. When GTEFL or an ALEC provides intermediary functions for network access, i.e., between an IXC and an ALEC, the ALEC and GTEFL will each provide their own network access service elements on a meet-point basis.

Each carrier will bill its own network access service rate elements to the IXC.

8. The delivery of intrastate toll traffic between each undersigned ALEC and GTEFL shall also be reciprocal and compensation will be mutual. Each undersigned ALEC and GTEFL shall pay each other identical rates for terminating the same type of traffic on each other's network. The parties will pay each other GTEFL's intrastate switched network access service rate elements on a per minute of use basis for originating and terminating intrastate toll traffic as appropriate within GTEFL's franchised area. For example, when an ALEC customer places a toll call to a GTEFL customer and the ALEC serves as the toll carrier, GTEFL will charge the ALEC terminating network access charges, the price of which will vary depending upon whether the call goes through a GTEFL tandem or is directly routed to the GTEFL end office. If the ALEC is serving as the GTEFL customer's presubscribed IXC, or the GTEFL customer uses the ALEC on a 10XXX basis, then GTEFL will charge the ALEC the appropriate originating network access charges. Likewise, if GTEFL is serving as the ALEC customer's presubscribed IXC, or the ALEC customer uses GTEFL on a 10XXX basis, the ALEC will bill GTEFL the appropriate originating network access charges. Examples of these network access rate elements and prices are identified on Attachment C, which is incorporated herein by reference.

The prices, terms and conditions of local interconnection agreed to herein are deemed transitional in nature. The parties deem them acceptable only in the interest of compromise to enable the introduction of local exchange competition to Florida's consumers beginning January 1, 1996.

The undersigned parties stipulate and agree that because the local interconnection and traffic arrangements agreed to herein are considered transitional, the agreements shall be renegotiated with the new provisions becoming effective after two years. Accordingly, by no later than June 1, 1997, the undersigned parties shall commence negotiations with regard to the terms, conditions and prices of interconnection arrangements to be effective beginning January 1, 1998. If the parties are unable to satisfactorily negotiate new interconnection terms, conditions and prices within 90 days of commencing negotiations, any party may petition the Commission to establish appropriate interconnection arrangements. The parties will encourage the Commission to issue its order by no later than December 31, 1997. In the event the Commission does not issue its order prior to January 1, 1998, or if the parties continue to negotiate the interconnection arrangements beyond January 1, 1998, the parties stipulate and agree that the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the parties, will be effective retroactive to January 1, 1998. Until the revised interconnection arrangements become effective, the parties shall continue to exchange traffic on a reciprocal basis pursuant to the terms of this Agreement.

**B. Unbundling and Resale of Local Exchange Telecommunications Company Network Features, Functions and Capabilities**

Section 364.161, Florida Statutes, requires each LEC, upon request, to unbundle each of its network features, functions and capabilities, including access to signaling data bases, systems and routing process, and offer them to any other telecommunications provider requesting such features, functions or capabilities for resale to the extent technically and economically feasible and at prices that are not below cost. The statute also requires that the parties first negotiate the terms, conditions and prices of any feasible unbundling request. If the parties cannot reach a satisfactory resolution within 60 days, either party may petition the Commission to arbitrate the dispute and the Commission shall make a determination within 120 days.

The undersigned parties have now satisfactorily resolved the terms, conditions and prices of those network features, functions and capabilities that are technically and economically feasible of unbundling as set forth in Attachment D, which is incorporated herein by reference. It is understood by the parties that the list of network features, functions and capabilities is not exhaustive and the parties commit to cooperate in the negotiation of additional network features, functions and capabilities as the parties' future needs require.

GTEFL contends that the unbundled price of a local loop should be computed under economically efficient pricing models and should not be equated with existing special access tariff rates. However, in the interest of compromise and for the sole purpose of establishing unbundled loop prices for the State of Florida and given the time requirements of Chapter 364 of the Florida Statutes, GTEFL has agreed to utilize a rate that is the same as its existing special access rate. By agreeing to utilize such rates in

this settlement, GTEFL does not waive its right to change such rates as permitted by law, propose and advocate use of different pricing models in other proceedings involving the same or other parties or upon conclusion of the two years of this Agreement. The parties agree that the issue of imputation of LEC unbundled service prices into its retail rates is not addressed by this Agreement, and that the ALECs reserve their right to further address imputation for these services, including unbundled local loops.

**C. Universal Service/Carrier of Last Resort**

The parties agree that Section 364.025, Florida Statutes, contains a legislative finding that each telecommunications company should contribute its fair share to the support of the local exchange telecommunications company's universal service/carrier of last resort ("US/COLR") obligations. For a transitional period, the Commission is required to establish an interim US/COLR mechanism for maintaining universal service and funding carrier of last resort obligations, pending the implementation of a permanent mechanism. This interim mechanism is to be implemented by January 1, 1996, and applied in a manner that ensures that each alternative local exchange company contributes its fair share to the support of the local exchange telecommunications company's US/COLR obligations. The interim mechanism shall reflect a fair share of the LEC's recovery of investment made in fulfilling its COLR obligations and the maintenance of universal service objectives. The statute further provides that the Commission shall ensure that the interim mechanism, which is to remain in effect, if necessary, until the implementation of a permanent mechanism, but not later than January 1, 2000, ensures the maintenance of universal service through a carrier of last resort, but does not impede

the development of residential consumer choice or create an unreasonable barrier to competition.

The parties stipulate and agree to the following interim mechanism to assure the provision of universal service through a carrier of last resort. The undersigned parties stipulate and agree that GTEFL will guarantee the provision of universal service as the carrier of last resort throughout its territory until January 1, 1998.

Notwithstanding the foregoing, if GTEFL subsequently believes that competition is in any way undermining its ability to provide universal service during the duration of this agreement, it may petition the Commission to commence a proceeding to quantify the amount of support, if any, needed to maintain universal service and seek a contribution from ALECs. The amount of support needed, if any, and related issues are matters of proof on a case-by-case basis. Moreover, the parties in no way waive their right to petition the Commission pursuant to Section 364.025(3), Florida Statutes.

The parties urge the Commission to open a separate docket to investigate and recommend to the Legislature what the Commission determines to be a fair and reasonable resolution of the issues surrounding a permanent universal service mechanism pursuant to Section 364.025(4), Florida Statutes. The undersigned parties also agree to use their best efforts to persuade the Commission and the Legislature to resolve the issues surrounding the establishment of a permanent US/COLR recovery mechanism at the earliest possible date; provided, however, that such efforts shall not be construed or used as an admission by the undersigned parties concerning the existence of or need for a subsidy, the necessity for a permanent US/COLR recovery

mechanism, or the appropriate methodology for determining a provider's fair share of contribution, if any, under a permanent mechanism.

**D. Temporary Telephone Number Portability**

At the Commission's regular agenda conference held on September 12, 1995, the Commission approved the Agreement of the parties to Docket No. 950737-TP, which addressed every issue relating to the implementation of a temporary telephone number portability solution, except the price to be charged for the temporary telephone number portability solution, the advantages and disadvantages of Remote Call Forwarding, and the treatment of terminating access charges on a ported call. The undersigned parties agree that the Commission-approved Stipulation and Agreement shall be incorporated herein by reference and be attached to this Agreement as Attachment E.

With regard to the price to be paid for remote call forwarding between carriers, which is the temporary telephone number portability solution to be implemented by January 1, 1996, the undersigned parties agree to pay a recurring charge as follows: \$1.25 per line per month per residential customer for one path and \$1.25 per line per month per business customer for one path. For additional paths, the undersigned parties agree to pay \$.50 per month per additional path per residential customer and \$.50 per month per additional path per business customer, with no additional nonrecurring charge if the additional path is ordered at the same time as the first path. The undersigned parties further agree to pay a nonrecurring charge of \$5.00 per order for multiple lines placed for single end user customers in a single exchange.

The temporary number portability charges listed above shall also apply whenever a GTEFL customer switches to an ALEC and changes his/her location within the same GTEFL central office. The same charges will apply when an ALEC customer switches to GTEFL and changes his/her location within the same ALEC central office.

For that terminating toll traffic ported to the ALEC which requires use of the GTEFL tandem switching, the access arrangement should be for GTEFL and the ALEC to bill the traffic in accordance with meet-point billing arrangements. However, GTEFL is currently not technically capable of providing this access arrangement because it is unable to identify or provide the necessary access records to permit the ALECs to bill the IXCs directly for terminating access to ported numbers. The parties agree to work cooperatively to develop a mutually agreed upon surrogate method to approximate the access minutes, and a settlement process which permits the ALEC to recover those access revenues due to it as a co-provider of access services to IXCs. During the interim, until a surrogate can be mutually developed by the parties, GTEFL will bill the IXC full terminating switched access charges and remit the local interconnection revenues to the ALEC. If a GTEFL intraLATA call is delivered to the ALEC, GTEFL will pay the ALEC terminating access rates. The arrangement described in this paragraph shall work on a reciprocal basis.

#### **E. Resolution of Disputes**

The undersigned parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of any of the matters agreed to in this Agreement, the parties will petition the Commission for a



resolution of the dispute. However, each undersigned party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

**F. Duration**

This Agreement is effective as of January 1, 1996, and remains in effect until each of the matters and issues addressed herein has been implemented or resolved as contemplated by the undersigned parties or as modified by mutual consent of the parties. This Agreement shall still remain in effect for the undersigned parties in the event that the Commission orders GTEFL to impose different rates for other ALECs or carriers.

**G. Representations**

Each person signing this Agreement represents that he or she has the requisite authority to bind the party on whose behalf the person is signing. By signing this Agreement, each undersigned party represents that it agrees to each of the stipulations and agreements set forth herein. In the event there are parties to the aforementioned dockets that do not sign this Agreement, the comprehensive resolution of the issues set forth in this Agreement shall, nonetheless, be binding upon the undersigned parties. The parties further request the opening of a separate docket in the Commission's effort to satisfy the Legislature's mandate to research the issue of a permanent US/COLR mechanism and recommend what the Commission determines to be a reasonable and fair mechanism for providing to the greatest number of customers basic local exchange telecommunications service at an affordable price.

## **H. Limitation of Use**

The undersigned parties understand and agree that this Agreement was entered into to resolve issues and matters which are unique to the State of Florida. The undersigned parties further agree that this Agreement was the result of compromise and negotiation and was entered in order to avoid the expense and uncertainty of trying and appealing these issues before the Commission and the Courts. The undersigned parties therefore agree that none of the agreements and stipulations contained herein shall be proffered by an undersigned party or any of its affiliates in this or any other jurisdiction as evidence of any concession or as a waiver of any position taken by another undersigned party or affiliate in that jurisdiction or for any other purpose.

## **I. Waivers**

Any failure by any undersigned party to insist upon the strict performance by any other entity of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each undersigned party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

## **J. Indemnity**

The undersigned ALECs agree to forever indemnify and hold harmless GTEFL, its affiliates and any third-party provider or operator of facilities involved in the provision of services under this Agreement (collectively, the "Indemnified Parties") from and against any and all damages, losses, claims, actions, liabilities, demands, charges, suits, penalties, assessments or payments which any ALEC end user may assert against an

Indemnified Party arising out of or relating to the services provided in this Agreement. The ALEC shall further indemnify and hold harmless each Indemnified Party from and against any and all damages, losses, claims, actions, liabilities, demands, charges, suits, penalties, assessments or payments which any Indemnified Party may incur or which any Indemnified Party may be subjected to, arising out of, or otherwise based upon, actual or alleged defamation, libel, slander, interference with or misappropriation of any contract, proprietary or creative right or any other injury to any person or property arising out of the content transmitted by the ALEC or an end user, or any other act or omission of the ALEC or an end user. Any such indemnification shall include all costs and expenses (including, but not limited to, court costs and attorneys' fees).

**K. Limitation of Liability**

GTEFL's liability, whether in contract, tort or otherwise, under this Agreement shall be strictly limited in accordance with the limitation of liability provisions of its existing access tariff (attached hereto as Attachment F), regardless of whether the rates, terms and conditions of this Agreement are tariffed by GTEFL. Under no circumstance shall GTEFL be responsible or liable for indirect, incidental, or consequential damages to anyone resulting from this Agreement or from any failure on the part of GTEFL to perform under this agreement. Further, except as specifically provided in this Agreement and related tariffs, GTEFL makes no representations or warranties concerning the specific quality of any services provided under this Agreement. GTEFL disclaims, without limitation, any warranty or guarantee of merchantability or fitness for a particular

purpose, arising from course of performance, course of dealing, or from usages of trade.

**L. Governing Law**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, without regard to its conflict of laws principles.

**M. Purposes**

The undersigned parties acknowledge that this Agreement is being entered into for the purposes of allowing the introduction of local exchange competition; complying with the requirements of Florida Chapter Law 95-403 with respect to negotiating the matters at issue under that Act; and in order to avoid the expense and uncertainty inherent in resolving the matters at issue in Docket No. 950696-TP. Neither this Agreement nor any action taken to reach, effectuate or further this Agreement may be construed as, or may be used as an admission by or against any party. Entering into or carrying out this Agreement or any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession by any of the undersigned parties, or to be a waiver of any applicable claim or defense, otherwise available, nor does it indicate that any party other than GTEFL believes that a universal service "subsidy" exists or is necessary.

**N. Arm's Length Negotiations**

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all the undersigned parties.

**O. Joint Drafting**

The undersigned parties participated in the drafting of this Agreement and, therefore, the terms of this Agreement are not intended to be constructed against any undersigned party by virtue of draftsmanship.

**P. Single Instrument**

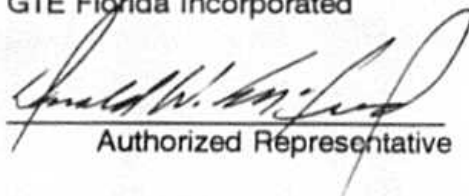
This Agreement may be executed in several counterparts, each of which, when executed, shall constitute an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed as of the 26th day of January, 1996, by the undersigned representatives for the parties hereto.

Florida Cable Telecommunications  
Association, Inc.

By: \_\_\_\_\_  
Authorized Representative

GTE Florida Incorporated

By:   
Authorized Representative

Intermedia Communications Inc.

By:   
Authorized Representative

Time Warner AXS/Digital Media Partners

By: \_\_\_\_\_  
Authorized Representative

MCI Metro

By: \_\_\_\_\_  
Authorized Representative

## ATTACHMENT A

### GTE FLORIDA SWITCHED ACCESS RATE ELEMENTS AND RATE LEVELS AS OF JANUARY 1, 1996

Rate Elements	Rate Levels <sup>3</sup> as of January 1, 1996
Transport <sup>1</sup>	
DS1 Local Channel - Entrance Facility <sup>2</sup>	\$.0012037
Switched Common Transport per minute of use per mile	\$.0000135
Facilities Termination per MOU	\$.0002688
Access Tandem Switching	\$.0007500
Local Switching	<u>\$.0089000</u>
	<u>\$.0111360</u>

<sup>1</sup> Assumptions:

- Tandem Connection with Common Transport
- No Collocation
- DS1 local channel @ 9000 minutes per month and 24 voice grade equivalents
- Zone 1 charges (Zones 2 and 3 rates are as contained in GTEFL's intrastate access service tariff)

<sup>2</sup> Rate shown for first system. Rate for additional system is \$.0006019.  
Total rate would be \$.0105342.

<sup>3</sup> Rate levels shown in this example will vary based upon purchaser's requirements for specific network arrangements.

## ATTACHMENT B

### EXAMPLE OF "5% CAP"

#### Case 1:

GTEFL terminates 10,000  
min. to ALEC X

ALEC X bills GTEFL for  
10,000 min.

ALEC X terminates 15,000  
min. to GTEFL

GTEFL bills ALEC X for  
10,500 min (10,000 + 5%)

#### Case 2:

GTEFL terminates 15,000  
min. to ALEC X

ALEC X bills GTEFL for 10,500  
min (10,000 + 5%)

ALEC X terminates 10,000  
min. to GTEFL

GTEFL bills ALEC X for 10,000  
min.

#### Case 3:

GTEFL terminates zero  
min. to ALEC X

ALEC X bills GTEFL zero

ALEC X terminates 10,000  
min. to GTEFL

GTEFL bills ALEC X zero

#### Case 4:

GTEFL terminates 10,000  
min. to ALEC X

ALEC X bills GTEFL zero

ALEC X terminates zero  
min. to GTEFL

GTEFL bills ALEC X zero



Case 5:

GTEFL terminates 10,000  
min. to ALEC X

ALEC X bills GTEFL for  
10,000 min.

ALEC X terminates 10,200  
min. to GTEFL

GTEFL bills ALEC X for  
10,200 min. (difference is  
less than cap)

Case 6:

GTEFL terminates 10,200  
min. to ALEC X

ALEC X bills GTEFL for  
10,200 min. (difference is less than  
cap)

ALEC X terminates 10,000  
min. to GTEFL

GTEFL bills ALEC X for 10,000  
min.

Case 7:

GTEFL and ALEC X both  
terminate 10,000 min. to  
each other

ALEC X and GTEFL both bill each  
other 10,000 min.

**ATTACHMENT C**

**GTE FLORIDA - INTRASTATE  
SWITCHED ACCESS**

Rate Elements	Rates <sup>3</sup> as of January 1, 1996
Carrier Common Line	
Originating	\$ .0251000
Terminating	\$ .0382000
Transport <sup>1</sup>	
DS1 Local Channel - Entrance Facility <sup>2</sup>	\$ .0012037
Residual Interconnection	\$ .0134362
Switched Common Transport per minute of use per mile	\$ .0000135
Facilities Termination per MOU	\$ .0002688
Access Tandem Switching	\$ .0007500
Local Switching 2	\$ .0089000

<sup>1</sup> Assumptions:

- Tandem Connection with Common Transport
- No Collocation
- DS1 local channel @ 9000 minutes per month  
and 24 voice grade equivalents
- Zone 1 (Zones 2 and 3 rates are as contained in GTEFL's intrastate  
access service tariff)

<sup>2</sup> Rate shown for first system. Rate for additional  
system is \$.0006019.

<sup>3</sup> Rate levels shown in this example will vary based upon purchaser's  
requirements for specific network arrangements.

## ATTACHMENT D

### UNBUNDLED NETWORK FEATURES, FUNCTIONS AND CAPABILITIES

The parties to the Agreement have negotiated the following additional terms, conditions and prices relating to unbundled network features, functions and capabilities:

**(1) Access to 911/E911 Emergency Network.**

For E911 service, the ALEC will connect the necessary trunks to the appropriate E911 tandem, including the designated secondary tandem. If a municipality has converted to E911 service, the ALEC will forward 911 calls to the appropriate E911 primary tandem, along with ANI, based upon the current E911 end office-to-tandem homing arrangement as provided by GTEFL. If the primary tandem trunks are not available, the ALEC will alternate route the call to the designated secondary E911 tandem. If the secondary tandem trunks are not available, the ALEC will alternate route the call to the appropriate Traffic Operator Position System (TOPS) tandem.

In order to ensure the proper working of the system, along with accurate customer data, the ALEC will provide daily updates to the E911 data base. GTEFL will work cooperatively with the ALEC to define record layouts, media requirements, and procedures for this process.

In some instances GTEFL is responsible for maintenance of the E911 data base and is compensated for performing these functions by either the municipality or the ALEC - for maintaining the ALEC's information. In no event, however, shall GTEFL be entitled to compensation from both parties for the same function.

**(2) Directory Listings and Directory Distribution.**

GTEFL will include the ALECs' customers' primary listings in the white page (residence and business listings) and yellow page (business listings) directories, as well as the directory assistance data base, as long as the ALECs provide information to GTEFL in a manner compatible with GTEFL's operational systems. GTEFL will not charge the ALECs to (a) print their customers' primary listings in the white pages and yellow page directories; (b) distribute directory books to their customers; (c) recycle their customers' directory books; and (d) maintain the Directory Assistance data base. GTEFL will work cooperatively with the ALECs on issues concerning lead time, timeliness, format, and content of listing information.

**(3) IntraLATA 800 Traffic.**

GTEFL will compensate ALECs for the origination of 800 traffic terminated to GTEFL pursuant to the ALECs' originating switched access charges, including the data base query. The ALECs will provide to GTEFL the appropriate records necessary for GTEFL to bill their customers. The records will be provided in a standard ASR/EMR format for a fee of \$0.015 per record. At such time as an ALEC elects to provide 800 services, the ALEC will reciprocate this arrangement. Should GTEFL be permitted to provide interLATA 800 services prior to the expiration of this Agreement, GTEFL will be responsible for compensating the ALEC for the origination of such traffic as well on the same terms and conditions as described above.

**(4) Number Resource Administration.**

GTEFL agrees to work with any ALEC which makes a request and assist the ALEC in obtaining RAO codes from a regional bell operating company and any other billing and accounting codes necessary for the provision of local telephone numbers within GTEFL's jurisdiction.

**(5) Busy Line Verification/Emergency Interrupt Services.**

GTEFL and the ALECs shall mutually provide each other busy line verification and emergency interrupt services pursuant to tariff.

**(6) Network Design and Management.**

GTEFL and the ALECs will work cooperatively to install and maintain reliable interconnected telecommunications networks. A cooperative effort will include, but not be limited to, the exchange of appropriate information concerning network changes that impact services to the local service provider, maintenance contact numbers and escalation procedures. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. GTEFL and the ALECs will work cooperatively to apply sound network management principles by invoking appropriate network management controls, i.e., call gapping, to alleviate or prevent network congestion. It is GTEFL's intention not to charge rearrangement, reconfiguration, disconnect, or other nonrecurring fees associated with the initial reconfiguration of each carrier's interconnection arrangements. However, each ALEC's interconnection reconfigurations will have to be considered individually as to the application of a charge.

**(7) CLASS Interoperability.**

GTEFL and the ALECs will provide LEC-to-LEC Common Channel Signalling (CCS) to one another, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions. All CCS signalling parameters will be provided including automatic number identification (ANI), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored, and GTEFL and the ALECs will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between their respective networks.

**(8) Network Expansion.**

For network expansion, GTEFL and the ALECs will review engineering requirements on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be implemented as dictated by engineering requirements for both GTEFL and the ALEC. GTEFL and the ALEC are required to provide each other the proper call information (i.e., originated call party number and destination call party number, CIC, OZZ, etc.) to enable each company to bill accordingly.

**(9) Signaling.**

In addition to CLASS interoperability, as discussed above, GTEFL will offer use of its signaling network on an unbundled basis at tariffed rates. Signaling functionality will be available with both A-link and B-link connectivity.

**(10) Local Loop.**

The price of a GTEFL unbundled local loop shall be the same as the price set forth in GTEFL's Special Access Tariff.

STIPULATION AND AGREEMENT

Chapter 364.16(4), Florida Statutes, requires the Florida Public Service Commission to have a temporary service provider number portability mechanism in place on January 1, 1996. The statute further requires industry participants to form a number portability standards group by September 1, 1995 for the purpose of developing the appropriate costs, parameters, and standards for number portability. Negotiating the temporary number portability solution is one task that the group is to perform. This standards group was formed on July 26, 1995, and consists of the members listed on Attachment A to this agreement. If parties are unable to come to agreement on the temporary solution, the Florida Public Service Commission has reserved dates for an evidentiary proceeding under Chapter 120.57, Florida Statutes.

As a result of workshops held by the members of the standards group, an agreement has been reached as to the methods of providing temporary number portability. This Stipulation is entered into by and between the undersigned parties to Docket No. 950737-TP, Investigation into a Temporary Local Telephone Number Portability Solution to Implement Competition in Local Exchange Markets.

The parties agree that Chapter 364.16(4), Florida Statutes, requires a service provider temporary number portability solution. Service provider number portability allows an end user at a given location to change service from a local exchange



company (LEC) to an alternative local exchange company (ALEC) or vice versa, or between two ALECs, without changing local telephone numbers.

The parties further agree that a temporary service provider number portability mechanism that can be implemented in most LEC central offices at the present time is Remote Call Forwarding. With Remote Call Forwarding, a call to the old telephone number is first sent to the switch of the former local service provider, and then forwarded (ported) to the switch of the new local service provider. This is a temporary mechanism that can be implemented using existing switch and network technology. While remote call forwarding is not an appropriate solution to the issue of permanent number portability, the parties agree that it can be used as a temporary number portability mechanism.

The parties therefore agree that the LECs shall offer Remote Call Forwarding to certificated ALECs as a temporary number portability mechanism, effective January 1, 1996. Likewise, the parties agree that ALECs shall offer Remote Call Forwarding to LECs as a temporary number portability mechanism, effective on the date they begin to provide local exchange telephone service. All parties agree that the provision of reliable end user access to emergency services such as 911/E911 is necessary to protect the public health, safety and welfare. This stipulation is entered into with the understanding that Remote Call Forwarding does not provide technical impediments to the availability and reliable transfer of relevant information to 911/E911 systems.

All parties shall work together and with the 911 coordinators to successfully integrate the relevant ALEC information into the existing 911/E911 systems. The recurring price for Remote Call Forwarding will be on a per-line per-month basis and will be uniform throughout an individual LEC's existing service territory. The price charged by an individual LEC for Remote Call Forwarding shall not be below the costs of that LEC to provide Remote Call Forwarding for purposes of providing temporary number portability. The price charged for Remote Call Forwarding offered by an ALEC will mirror the price charged by the LEC.

The parties recognize that there are other related compensation issues that are not addressed in this agreement, including compensation for termination of ported calls and the entitlement to terminating network access charges on ported calls. These items will be negotiated by the parties, or resolved by the Commission, as local interconnection issues under Chapter 364.162.

The parties further agree that Flexible Direct Inward Dialing is an alternative temporary number portability mechanism. With Flexible Direct Inward Dialing, the number is routed to the switch of the former local service provider, which translates it to look like a direct inward dialed call terminating in the switch of the new local exchange provider. The parties recognize that Flexible Direct Inward Dialing involves certain technical and administrative issues that have not yet been fully addressed.

The parties agree that the LECs will continue to negotiate with the ALECs who desire to utilize Flexible Direct Inward Dialing as a method of providing temporary number portability to resolve any technical and administrative issues and to establish the prices, terms and conditions upon which Flexible Direct Inward Dialing will be offered. In the event the parties are unable to satisfactorily negotiate the price, terms and conditions, either party may petition the Commission which shall, within 120 days after receipt of the petition and after opportunity for a hearing, determine whether Flexible Direct Inward Dialing is technically and economically feasible and, if so, set nondiscriminatory rates, terms and conditions for Flexible Direct Inward Dialing. The prices and rates shall not be below cost.

Nothing in this Stipulation shall preclude the use of other feasible options for temporary number portability that may be developed in the future.

The parties further agree that the work of the number portability standards group will continue, under Chapter 364.16(4), Florida Statutes, to investigate and develop a permanent number portability solution.

(SIGNATURES BEGIN ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed this  
Stipulation and Agreement as of the 30th day of August, 1995.

BELLSOUTH TELECOMMUNICATIONS, INC.  
D/B/A SOUTHERN BELL TELEPHONE AND  
TELEGRAPH COMPANY

By: Percy H. Sims

GENERAL TELEPHONE COMPANY OF FLORIDA,  
INC.

By: \_\_\_\_\_

SPRINT/UNITED TELEPHONE COMPANY OF  
FLORIDA

By: \_\_\_\_\_

SPRINT/CENTRAL TELEPHONE COMPANY OF  
FLORIDA

By: \_\_\_\_\_

METROPOLITAN FIBER SYSTEMS OF FLORIDA,  
INC.

By: \_\_\_\_\_

MCI METRO ACCESS TRANSMISSION SERVICES,  
INC.

By: Rio D. Mesa

IN WITNESS WHEREOF, the parties have executed this Stipulation and Agreement as of the 30th day of August, 1995.

BELLSOUTH TELECOMMUNICATIONS, INC.  
D/B/A SOUTHERN BELL TELEPHONE AND  
TELEGRAPH COMPANY

By: \_\_\_\_\_

GENERAL TELEPHONE COMPANY OF FLORIDA,  
INC.

By: *[Handwritten Signature]*

SPRINT/UNITED TELEPHONE COMPANY OF  
FLORIDA

By: \_\_\_\_\_

SPRINT/CENTRAL TELEPHONE COMPANY OF  
FLORIDA

By: \_\_\_\_\_

METROPOLITAN FIBER SYSTEMS OF FLORIDA,  
INC.

By: \_\_\_\_\_

HCI METRO ACCESS TRANSMISSION SERVICES,  
INC.

By: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Stipulation and Agreement as of the 30th day of August, 1995.

BELLSOUTH TELECOMMUNICATIONS, INC.  
D/B/A SOUTHERN BELL TELEPHONE AND  
TELEGRAPH COMPANY

By: \_\_\_\_\_

GENERAL TELEPHONE COMPANY OF FLORIDA,  
INC.

By: \_\_\_\_\_

SPRINT/UNITED TELEPHONE COMPANY OF  
FLORIDA

By: F.B. Bag

SPRINT/CENTRAL TELEPHONE COMPANY OF  
FLORIDA

By: F.B. Bag

METROPOLITAN FIBER SYSTEMS OF FLORIDA,  
INC.

By: \_\_\_\_\_

MCI METRO ACCESS TRANSMISSION SERVICES,  
INC.

By: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Stipulation and Agreement as of the 30th day of August, 1995.

BELLSOUTH TELECOMMUNICATIONS, INC.  
D/B/A SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By: \_\_\_\_\_

GENERAL TELEPHONE COMPANY OF FLORIDA, INC.

By: \_\_\_\_\_

SPRINT/UNITED TELEPHONE COMPANY OF FLORIDA

By: \_\_\_\_\_

SPRINT/CENTRAL TELEPHONE COMPANY OF FLORIDA

By: \_\_\_\_\_

METROPOLITAN FIBER SYSTEMS OF FLORIDA, INC.

By: *[Handwritten Signature]*

MCI METRO ACCESS TRANSMISSION SERVICES, INC.

By: \_\_\_\_\_

TIME WARNER AXS

By: *John W. ...*

DIGITAL MEDIA PARTNERS

By: *John W. ...*

FLORIDA CABLE TELECOMMUNICATIONS  
ASSOCIATION, INC.

By: *James Wilson*

AT&T COMMUNICATIONS OF THE SOUTHERN  
STATES, INC.

By: *Michael W. ...*

FLORIDA PUBLIC TELECOMMUNICATIONS  
ASSOCIATION

By: *Angela ...*

INTERMEDIA COMMUNICATIONS OF FLORIDA,  
INC.

By: \_\_\_\_\_

SPRINT COMMUNICATIONS COMPANY,  
LIMITED PARTNERSHIP

By: \_\_\_\_\_



TIME WARNER AXS

By: \_\_\_\_\_

DIGITAL MEDIA PARTNERS

By: \_\_\_\_\_

FLORIDA CABLE TELECOMMUNICATIONS  
ASSOCIATION, INC.

By: \_\_\_\_\_

AT&T COMMUNICATIONS OF THE SOUTHERN  
STATES, INC.

By: \_\_\_\_\_

FLORIDA PUBLIC TELECOMMUNICATIONS  
ASSOCIATION

By: \_\_\_\_\_

INTERMEDIA COMMUNICATIONS OF FLORIDA,  
INC.

By: Patricia A. Kent

SPRINT COMMUNICATIONS COMPANY,  
LIMITED PARTNERSHIP

By: \_\_\_\_\_

TIME WARNER AXS

By: \_\_\_\_\_

DIGITAL MEDIA PARTNERS

By: \_\_\_\_\_

FLORIDA CABLE TELECOMMUNICATIONS  
ASSOCIATION, INC.

By: \_\_\_\_\_

AT&T COMMUNICATIONS OF THE SOUTHERN  
STATES, INC.

By: \_\_\_\_\_

FLORIDA PUBLIC TELECOMMUNICATIONS  
ASSOCIATION

By: \_\_\_\_\_

INTERMEDIA COMMUNICATIONS OF FLORIDA,  
INC.

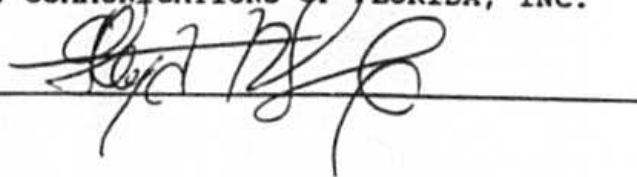
By: \_\_\_\_\_

SPRINT COMMUNICATIONS COMPANY,  
LIMITED PARTNERSHIP

By: Jerry H. Key

MCCAW COMMUNICATIONS OF FLORIDA, INC.

By: \_\_\_\_\_

A handwritten signature in black ink is written over a horizontal line. The signature is stylized and appears to be a name, possibly "John W. ...".

## 2. GENERAL REGULATIONS

(T)

2.1 Undertaking of the Telephone Company2.1.1 Scope

- (A) (Reserved for Future Use)
- (B) The Telephone Company does not undertake to transmit calls or offer a telecommunications service under this tariff.
- (C) The Telephone Company shall be responsible only for the installation, operation, and maintenance of the services which it provides.
- (D) The Telephone Company will, for maintenance purposes, test its FIA only to the extent necessary to detect and/or clear troubles. Testing beyond normal parameters will be done as described in Section 6 following.
- (E) FIA are provided twenty-four hours daily, seven days per week.
- (F) The Company has the authority to disconnect the end user's service for nonpayment of the IC charges billed to the End User by the Company.

2.1.2 Limitations

- (A) The customer may not assign or transfer the use of FIA provided under this tariff except that, where there is no interruption of use or relocation of the FIA, such assignment or transfer may be made to:
  - (1) another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such FIA, and the unexpired portion of the minimum period and the termination liability applicable to such FIA, if any; or
  - (2) a court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such FIA, if any.

In all cases of assignment or transfer, the written acknowledgment of the Telephone Company is required prior to such assignment or transfer which acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of FIA does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

- (B) The emergency provisioning and restoration of FIA shall be in accordance with Part 64, Subpart D, Paragraph 64.401, of the FCC's Rules and Regulations, which specifies the priority system for such activities. Section 13.4 describes the service arrangement.
- (C) (Reserved for future Use)
- (D) The Telephone Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.

2.1.3 Liability

- (A) The Telephone Company's liability, if any, for willful misconduct is not limited by this tariff. With respect to any other claim or suit by a customer for damages associated with the installation, provision, termination, maintenance, repair or restoration of FIA, and subject to the provisions of (B) through (J) following, the Telephone Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the FIA for the period during which the provision of FIA was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this tariff as a credit allowance for a provision of FIA interruption.

(M)

(T)(M)

Certain material on this page formerly appeared on Page 2.

GERALD K. DINSHORE, PRESIDENT  
TAMPA, FLORIDA

EFFECTIVE: January 6, 1993  
ISSUED: December 31, 1992

## 2. GENERAL REGULATIONS

2.1 Undertaking of the Telephone Company (Continued)2.1.3 Liability (Continued)

- (B) The Telephone Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Telephone Company, for its own act or omission, hold liable any other carrier or customer providing a portion of a service.
- (C) (Reserved for Future Use)
- (D) The Telephone Company shall be indemnified, defended and held harmless by the IC or end user against any claim, loss or damage arising from the use of FIA offered under this tariff. The foregoing indemnity shall issue on the IC or the end user separately, each being responsible for its own acts and omissions, involving:
- (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communications;
  - (2) Claims for patent infringement arising from combining or using the FIA furnished by the Telephone Company in connection with facilities or equipment furnished by the IC or end user; or
  - (3) All other claims arising out of any act or omission of the IC or end user in the course of using FIA provided pursuant to this tariff.
- (E) The Telephone Company does not guarantee or make any warranty with respect to its FIA when used in an explosive atmosphere. The Telephone Company shall be indemnified, defended and held harmless by the IC or end user from any and all claims by any person relating to the FIA so provided. The foregoing indemnity shall issue on the IC or the end user separately, each being responsible for its own acts and omissions.
- (F) Except in the case of willful misconduct, under no circumstances whatever shall the Telephone Company be liable for indirect, incidental, special or consequential damages; and this disclaimer shall be effective notwithstanding any other provisions hereof.
- (G) No license under patents is granted by the Telephone Company to the customer or shall be implied or arise by estoppel in the customer's favor with respect to any circuit, apparatus, system or method used by the customer in connection with FIA provided under this tariff. With respect to claims of patent infringement made by third persons, the Telephone Company will defend, indemnify, protect and save harmless the customer from and against all claims arising out of the use by the customer of FIA provided under this tariff.
- (H) The Telephone Company's failure to provide or maintain FIA under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Telephone Company's reasonable control, subject to the interruption allowance provisions of following.
- (I) The Telephone Company shall reimburse the customer for damages to premises or equipment of the customer resulting from the provision of FIA by the Telephone Company on such premises, or by the installation or removal thereof, caused by the negligence or willful act of the Telephone Company.
- (J) Should any federal, state or local jurisdiction determine that sales, use, gross receipts or any other taxes (including interest, penalties and surcharges thereon) are due by the Company as a result of the Company's purchase of accounts receivable, the Company will advise the customer and the customer shall be liable for any such tax, interest, penalties and surcharge, and the customer shall immediately reimburse the Company the amount of such tax, interest, penalties and surcharge paid by the Company. If the customer disagrees with the Company's determination that any taxes are due by the Company or disagrees with an assessment of any tax, penalty, surcharge and interest due by the Company as a result of the Company's purchase of accounts receivable, the customer shall, at its option and expense (including immediate payments of any such assessment), have the right to seek a ruling as to the inapplicability of any such tax or to protest any assessment and participate in any legal challenge to such assessment, but shall be liable for any tax, penalty, surcharge and interest ultimately determined to be due.

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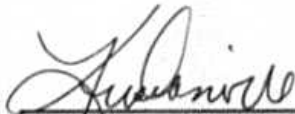
GERALD K. DIMSHORE, PRESIDENT  
TAMPA, FLORIDA

EFFECTIVE: January 6, 1993  
ISSUED: December 31, 1992

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of GTE Florida Incorporated's Petition for Approval of Interconnection Agreement With Intermedia Communications Inc. was hand-delivered on February 23, 1996 to:

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

  
\_\_\_\_\_  
Kimberly Caswell