

FLORIDA PUBLIC SERVICE COMMISSION  
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Tallahassee, Florida 32399-0850

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JUNE 12, 1997

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FPSC - Records/Reporting

TO: DIRECTOR, DIVISION OF RECORDS AND REPORTING (BAYO)

FROM: DIVISION OF COMMUNICATIONS (GREER) *RG RNT*  
DIVISION OF LEGAL SERVICES (BROWN) *NCB*

RE: DOCKET NO. 960847-TP - PETITION BY AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC. (AT&T) FOR ARBITRATION OF CERTAIN TERMS AND CONDITIONS OF A PROPOSED AGREEMENT WITH GTE FLORIDA INCORPORATED (GTE) CONCERNING INTERCONNECTION AND RESALE UNDER THE TELECOMMUNICATIONS ACT OF 1996

AGENDA: JUNE 24, 1997 - REGULAR AGENDA - POST HEARING DECISION - PARTICIPATION IS LIMITED TO COMMISSIONERS AND STAFF

CRITICAL DATES: NONE

SPECIAL INSTRUCTIONS: S:\PSC\CMU\WP\960847TP.RCM

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CASE BACKGROUND

Part II of the Federal Telecommunications Act of 1996 (Act), 47 USC 151 et. seq., provides for the development of competitive markets in the telecommunications industry. Section 251 of the Act concerns interconnection with the incumbent local exchange carrier, and Section 252 sets forth the procedures for negotiation, arbitration, and approval of agreements.

Section 252(b) addresses agreements established by compulsory arbitration. Section 252(b)(1) states:

(1) Arbitration. - During the period from the 135th to 160th day (inclusive) after the date on which an incumbent local exchange carrier receives a request for negotiation under this section, the carrier or any other party to the negotiation may petition a State commission to arbitrate any open issues.

Section 252(b)(4)(c) states that the State commission shall resolve each issue set forth in the petition and response by imposing the appropriate conditions as required. This section requires this Commission to conclude the resolution of any unresolved issues not

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later than 9 months after the date on which the local exchange carrier received the request under this section.

On March 11, 1996, AT&T Communications of the Southern States (AT&T) requested that GTE Florida Incorporated (GTE) begin negotiations for an interconnection agreement pursuant to Section 252 of the Act. On August 16, 1996, AT&T filed a petition for arbitration of unresolved issues pursuant to Section 252 of the Act.

On April 3, 1996, MCI Telecommunications Corporation and MCI Metro Access Transmission Services, Inc. (collectively MCI) requested that GTE begin negotiations. On August 28, 1996, MCI filed its petition for arbitration with GTE, and also filed a motion to consolidate its arbitration proceeding with the AT&T/GTE arbitration proceeding. Docket No. 960980-TP was established for MCI's petition. On September 13, 1996, MCI's motion to consolidate was granted by Order No. PSC-96-1152-PCO-TP.

On August 8, 1996, the Federal Communications Commission (FCC) released its First Report and Order in CC Docket No. 96-98 (Order). The Order established the FCC's requirements for interconnection, unbundling and resale based on its interpretation of the 1996 Act. This Commission appealed certain portions of the FCC order, and requested a stay of the Order pending that appeal. On October 15, 1996, the Eighth Circuit Court of Appeals granted a stay of the FCC's rules implementing Section 251(i) and the pricing provisions of the Order.

On October 14-16, 1996, the Commission conducted an evidentiary hearing for the consolidated dockets. At its December 2, 1996, Agenda Conference the Commission made its decision on the issues addressed by the parties in four main subject areas: network elements, resale, transport and termination, and implementation matters.

On January 17, 1997, the Commission issued Order No. PSC-97-0064-FOF-TP memorializing its arbitration decision on the remaining unresolved issues between AT&T and GTE. In the Order, the Commission directed the parties to file agreements memorializing and implementing its arbitration decision within 30 days. The parties filed their arbitrated agreement with the Commission on February 17, 1997 and identified the sections where there were still disputes on the specific language. The Commission issued Order No. PSC-97-0585-FOF-TP on May 22, 1997, resolving the remaining disputes between the companies.

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On June 5, 1997, the parties filed a signed arbitrated agreement that will be the topic of this recommendation.

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DISCUSSION OF ISSUES

ISSUE 1: Should the Commission approve AT&T and GTE's arbitrated agreement?

RECOMMENDATION: Yes. (GREER)

STAFF ANALYSIS: On June 5, 1997, AT&T and GTE filed their signed interconnection agreement as required by Commission Order No. PSC-97-0585-FOF-TP. The agreement is a hybrid of the negotiation and arbitration processes conducted by the parties. Listed below are the different areas of origin for the various aspects contained in the agreement.

1. Some aspects were negotiated prior to arbitration.
2. Some aspects were contingent upon decisions in other arbitration dockets in other states.
3. Some aspects were the result of Commission decisions in this arbitration docket.
4. Some aspects were negotiated subsequent to the Commission vote and are intended to supplant those aspects of the arbitration decision.

Attachment 1 identifies the revisions made to the agreement jointly submitted by the parties on February 17, 1997.

Section 252(e)(2)(B) states that the Commission can only reject an arbitrated agreement if it finds that the agreement does not meet the requirements of Section 251, including the regulations prescribed by the FCC pursuant to section 251, or the standards set forth in subsection (d) of Section 252 of the Act. Although various sections in this agreement are inconsistent with the Commission's order, staff believes the agreement complies with the Act and the FCC's rules and order. Therefore, staff believes the Commission should approve AT&T and GTE's agreement filed in this proceeding. Staff believes that any modification to this agreement should be filed in a separate docket.

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ISSUE 2: Should this docket be closed?

RECOMMENDATION: No. This docket should remain open until the Commission has completed its review of GTE's cost studies that were required to be filed pursuant to the Commission's order in this proceeding. (BROWN)



Tracy Hatch  
Attorney

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101 N. Monroe St.  
Tallahassee, FL 32301  
904 425-6364  
FAX: 904 425-6361

June 5, 1997

Mrs. Blanca Bayo, Director  
Bureau of Records and Recording  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399

Re: **Docket No. 960847-TP** - Petition by AT&T for Arbitration  
of Rates, Terms and Conditions of a Proposed Agreement  
with GTE Florida Incorporated concerning  
Interconnection and Resale under the Telecommunications  
Act of 1996

Dear Mrs. Bayo:

Pursuant to Order No. PSC-97-0585-FOF-TP, issued May 22,  
1997 (the Order), AT&T of the Southern States, Inc. (AT&T)  
and GTE Florida Incorporated (GTEFL) submit the original and  
fifteen (15) copies of the Final Interconnection, Resale and  
Unbundling Agreement including 15 Attachments, incorporating  
agreements reached with GTEFL through negotiations and in  
accordance with the decisions outlined in the Commission's  
Order. Please stamp one copy and return it to me for my  
files.

Attached to this letter is a chart setting forth the  
revisions made to the contract jointly submitted by the  
parties on February 17, 1997. This chart reflects the  
following information:

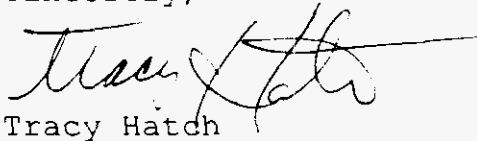
1. Revisions required by the Commission's Order
2. Revisions made by joint agreement of the parties.

Many of the revisions in Category 2 have been made for those  
sections listed for deletion on Attachment B of the  
Commission's Order. Some revisions were made to provide for  
needed legal terms such as Counterparts. Due to the  
locations of the parties and the logistical problems of  
securing a single signature page signed by both parties,  
counterparts are needed in this instance to meet the  
Commission's filing deadline. In other instances, the  
revisions reflect agreements reached by AT&T and GTE

pursuant to an agreement that both parties would request approval of those terms in all interconnection agreements between the parties. These revisions include sections listed in both Attachments A and B of the Commission's Order. The parties are requesting approval at this time in the belief that this would best conserve the resources of the Commission and the parties.

Copies of these documents have been served on all parties. Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Tracy Hatch", with a long horizontal flourish extending to the right.

Tracy Hatch



**FLORIDA OPINION & ORDER DATED MAY 22, 1997**

**SUMMARY OF MODIFICATIONS TO  
AT&T/GTE INTERCONNECTION AGREEMENT**

Order Provision and Order (Attachment) Page Number	Commission Action	Contract Modifications
<b>Main Agreement</b>		
First Paragraph		Inserted address for AT&T Communications of the Southern States, Inc.
Preface ** Sixth recital & Now, Therefore clause (p. 4 and p. 54 of Att. A)	Accepted AT&T language; rejected GTE language	Gen. Terms, Recitals - Deleted all disputed language as agreed to by both parties.
General Terms and Conditions, § 2 *- Term of Agreement (p. 5)	Replaced disputed sentence with Commission language.	Gen. Terms, § 2 - Inserted Commission language; Deleted second sentence of § 23.8 to conform to ruling on § 2; Unbolded signature page.
General Terms and Conditions, § 6 - Responsibility of Each Party (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Gen. Terms, § 6 - The parties agreed to delete AT&T proposed language for Florida only.
General Terms and Conditions, § 7 - Governmental Compliance (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Gen. Terms, § 7 - The parties agreed to accept GTE's language (with modifications to first sentence) for Florida only.
General Terms and Conditions, § 8 - Responsibility for Environmental Contamination (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Gen. Terms, § 8 - Replaced with language agreed to by both parties.
General Terms and Conditions, §§ 9.3 and 9.4 (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Gen. Terms, §§ 9.3 and 9.4 - Deleted sections since parties cannot agree on language.
General Terms and Conditions, § 10.2 - Liabilities of GTE (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Gen. Terms, § 10.2 - Replaced with language mutually agreed to by both parties for Florida.
General Terms and Conditions, § 10.3 - Consequential Damages (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Gen. Terms, § 10.3 - Replaced with language mutually agreed to by both parties for Florida.
General Terms and Conditions, § 10.5 - Obligation to Defend; Notice; Co-operation (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included	Gen. Terms, § 10.5 - Revised as agreed to by both parties.



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	in the signed agreement to be filed with the Commission.	
General Terms and Conditions, §§ 11.3 and 11.5** - Quality Standards (pp. 6-8)	The Commission set forth specific language which reflected the following:  § 11.3 Rejected GTE language  § 11.5 Rejected AT&T language	Gen. Terms, §§ 11.3 and 11.5 -  § 11.3 - Replaced with language agreed to by both parties. § 11.5 - Deleted AT&T proposed language pursuant to Commission's order.
General Terms and Conditions, § 13 - Force Majeure (p. 54 Att. A)		Gen. Terms, § 13 - Unbolded "...or..."
General Terms and Conditions, § 18.1** Branding (pp. 8-10)	Rejected AT&T and GTE proposed language. Inserted only agreed language .	Gen. Terms, § 18.1 - Deleted AT&T and GTE proposed language. Included only agreed language pursuant to Commission's order.
General Terms and Conditions, § 23.3 - Authority (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Gen. Terms, § 23.3 - Deleted section since parties cannot agree on language.
General Terms and Conditions, § 23.8 - Regulatory Agency Control	See Commission ruling on § 2.	Gen. Terms, § 23.8 - Deleted second sentence.
General Terms and Conditions, § 23.9 - Governing Law (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Gen. Terms, § 23.9 - Deleted section since parties cannot agree on language.
General Terms and Conditions, § 23.12 - Severability (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Gen. Terms, § 23.12 - Deleted AT&T proposed language for Florida only.
General Terms and Conditions, § 23.15 - Executed in Counterparts (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Gen. Terms, § 23.15 - Inserted both AT&T and GTE current proposed language.
General Terms and Conditions, § 23.19.2 - Technical References	[No disputed language in filed document. Updated contract with new agreed language.]	Gen. Terms, § 23.19.2 - Deleted "and" from end of § 23.19.2(a) and inserted "and" at the end of § 23.19.2(b) as agreed to by both parties.
General Terms and Conditions, § 23.20	[Updated contract with new agreed section.]	Gen. Terms, § 23.20 - Inserted new section as agreed to by both parties.
Part I: Local Services Resale, § 24 ** - Telecommunications Services Provided for Resale (p. 10-11)	Rejected AT&T language.	Part I, § 24 - Deleted AT&T proposed language.
Part I: Local Services Resale, § 25.3 ** - Restrictions on Resale (pp. 12-13)	Accepted AT&T language with Commission clarifications.	Part I, § 25.3 - Unbolded and revised AT&T proposed language to reflect the

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		Commission's order; deleted GTE proposed language.
Part I: Local Services Resale, § 25.5.1 - Dialing and Service Parity (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Part I, § 25.5.1 - Replaced with language agreed to by both parties.
Part I: Local Services Resale, § 26.6 ** - Telephone Relay Service (pp. 14-15)	Rejected AT&T and GTE proposed language. Included agreed language only.	Part I, § 26.6 - Replaced with language agreed to by both parties.
Part I: Local Services Resale, § 26.7 - Voice Mail Related Services (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Part I, § 26.7 - Replaced with language agreed to by both parties.
Part I: Local Services Resale, § 26.8 - Voluntary Federal Customer Financial Assistance Programs (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Part I, § 26.8 - Replaced with language agreed to by both parties.
Part I: Local Services Resale, § 28.1 ** - Operator Services, Directory Assistance & Repair (pp. 15-17)	Accepted AT&T language	Part I, § 28.1 - Removed AT&T proposed language for Florida as agreed to by both parties.
Part I: Local Services Resale, §§ 28.2 and 28.3 - Directory Assistance and Operator Services	[No disputed language in filed agreement. Updated contract with new agreed language.]	Part I, §§ 28.2 and 28.3 - Inserted "Upon AT&T's request, and" at the beginning of the first sentence of each section as agreed to by both parties.
Part I: Local Services Resale, § 28.4 ** - Repair Calls (pp. 15-17)	Accepted AT&T language.	Part I, § 28.4 - Removed AT&T proposed language for Florida as agreed to by both parties.
Part I: Local Services Resale, § 28.6 - Emergency Calls (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission	Part I, § 28.6 - Deleted section since parties cannot agree on language.
Part I: Local Services Resale, § 29.1.7 ** - Electronic Interface (p. 18)	Replaced section with Commission language.	Part I, § 29.1.7 - Inserted Commission language into this section.
Part I: Local Services Resale, § 30.6 - COCOT Lines (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Part I, § 30.6 - Replaced with language agreed to by both parties.
Part I: Local Services Resale, § 30.7 - Coinless COCOT Lines (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Part I, § 30.7 - Replaced with language agreed to by both parties.
Part I: Local Services Resale, § 30.8	The Commission will not establish language for	Part I, § 30.8 - Deleted

Order Provision and Order (Attachment) Page Number	Commission Action	Contract Modifications
Coin Lines (p. 58 Att. B)	this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	section as in South Carolina Interconnection Agreement as agreed to by both parties for Florida.
Part I: Local Services Resale, § 30.9 - Semi Public Pay Phone Lines (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Part I, § 30.9 - Inserted § 30.9 from South Carolina Interconnection Agreement as agreed to by both parties for Florida.
Part I: Local Services Resale, § 30.11.2	[No disputed language in filed agreement.]	Part I, § 30.11.2 - Removed brackets from "NAI".
Part II: Unbundled Network Elements, § 32.4 **- UNEs (pp. 19-20)	Accepted AT&T language	Part II, § 32.4 - Replaced with language agreed to by both parties.
Part II: Unbundled Network Elements, § 32.7 - Interconnection Fees (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Part II, § 32.7 - Deleted since parties cannot agree on language.
Part II: Unbundled Network Elements, § 32.8 - Interconnection Fees (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Part II, § 32.8 - Deleted section as parties cannot agree on language.
Part II: Unbundled Network Elements, § 32.10.3.1 - Standards for UNEs (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Part II, § 32.10.3.1 - Replaced with language agreed to by both parties.
Part II: Unbundled Network Elements, § 32.10.3.2 - Parties will Cooperate (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Part II, § 32.10.3.2 - Deleted section as parties cannot agree on language.
Part III: Ancillary Functions, §§ 34.1 - 34.3 **- GTE Provision of Ancillary Functions (pp. 20-21)	Accepted AT&T language.	Part III, §§ 34.1 - 34.3 - Unbolded and lower cased AT&T proposed language.
Part III: Ancillary Functions, §§ 35.1 - 35.4 **Standards for Ancillary Functions (pp. 21-22)	Accepted AT&T language.	Part III, §§ 35.1 and 35.3 - Replaced with language agreed to by both parties. Part III, §§ 35.2 and 35.4. - Unbolded and lower cased AT&T proposed language.
Part IV: Interconnection Pursuant to Section 251(c)(2), § 37.6.1 (p. 54 Att. A)	[No disputed language in filed document. Updated agreed language.]	Part IV, § 37.6.1 - Updated language to reflect language agreed to by the parties.
Part IV: Interconnection Pursuant to Section 251(c)(2), § 37.6.3 - Selection of LATAs p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Part IV, Section 37.6.3 - Replaced with language agreed to by both parties.
Part IV: Interconnection Pursuant to Section 251(c)(2), § 37.8 -	The Commission will not establish language for this section as it did not arbitrate this matter.	Part IV, § 37.8. - Deleted since parties cannot agree on

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Nondiscriminatory Interconnection (p. 58 Att. B)	Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	language.
Part IV: Interconnection Pursuant to Section 251(c)(2), § 37.10.1 - Description of Service (p. 3 and p. 54 Att. A)	The Commission approves the agreed language for this section to ensure that the provision of these services is not adversely affected although the parties disagree over the charges for specific services. [Dispute partially resolved in negotiations - see next column.]	Part IV, § 37.10.1. - Deleted AT&T bolded language regarding POTS number as AT&T agreed to withdraw and deleted GTE proposed language pursuant to the Commission's Order.
Part IV: Interconnection Pursuant to Section 251(c)(2), § 37.10.3.6 - Cooperation and Level of Performance (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Part IV, § 37.10.3.6 - Deleted to reflect agreement of the parties.
Part IV: Interconnection Pursuant to Section 251(c)(2), §§ 38.3.3 and 38.3.4 - Trunk Group Architecture and Trunk Group Routing (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Part IV, §§ 38.3.3 and 38.3.4 - Replaced with language agreed to by both parties.
Part IV: Interconnection Pursuant to Section 251(c)(2), §§ 38.4 - 38.4.4 - Signaling (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Part IV, § 38.4 - Replaced with language agreed to by both parties.
Part IV: Interconnection Pursuant to Section 251(c)(2), § 39.2.4 (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Part IV, § 39.2.4 - Replaced with language agreed to by both parties.
Part V: Pricing, § 43.3.4 (p. 54 Att. A)	[No disputed language in filed document. Updated agreed language.]	Part V, § 43.3.4 - Updated to reflect language agreed to by both parties.
Part V: Pricing, § 43.3.5 - Interconnection (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Part V, § 43.3.5 - Deleted since parties cannot agree on language.
Part V: Pricing, §§ 43.3.6.3 - 43.3.6.6 - Transiting Traffic (. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Part V, § 43.3.6.3 - 43.3.6.6 - Replaced with language agreed to by both parties.
Signature Page		Signature Page - Unbolded AT&T proposed language pursuant to the Commission's ruling on § 2.
<b>Attachment 1 - Alternative Dispute Resolution - No changes.</b>		
<b>Attachment 2 - Service Description: Unbundled Network Elements</b>		
Att. 2, § 4.1 (p. 55 Att. A)	[No disputed language in filed document. Updated with agreed language to reflect South Carolina comments.]	Att. 2, § 4.1 - Updated to reflect language agreed to by both parties.
Att. 2, § 4.2.1.3 ** (pp. 22-23)	Accepted AT&T language.	Att. 2, § 4.2.1.3 - Deleted

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Order Provision and Order (Attachment) Page Number	Commission Action	Contract Modifications
		"repair" for Florida as agreed to by both parties.
Att. 2, §§ 4.2.1.4, 4.2.1.6, 4.2.1.9 ** (pp. 24-26)	Rejected GTE language.	Att. 2, § 4.2.1.4 - Replaced with language agreed to by both parties. Att. 2, §§ 4.2.1.6, 4.2.1.9 - Deleted GTE-proposed language pursuant to the Commission's order.
Att. 2, § 4.2.1.18 (p. 55 Att. A)	[No disputed language in filed agreement. Updated with agreed language.]	Att. 2, § 4.2.1.18 - Updated to reflect language agreed to by both parties.
Att. 2, § 4.2.1.28 **(pp. 26-28)	Accepted AT&T language.	Att. 2, § 4.2.1.28 - Replaced with language agreed to by both parties.
Att. 2, § 4.2.1.30 (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 2, § 4.2.1.30 - Deleted since the parties cannot agree on language.
Att. 2, § 4.2.2.1**(p. 28)	Accepted GTE language.	Att. 2, § 4.2.2.1 - Deleted double underline from GTE proposed language; Such language has also been agreed to by both parties.
Att. 2, § 5.1.1**(28-29)	Rejected GTE language.	Att. 2, § 5.1.1 - Did not remove GTE proposed language as it has been agreed to by both parties.
Att. 2, §§ 5.1.2, 5.1.2.15, 6.1.1, 6.2.2 **(pp. 29-32)	Rejected GTE language.	Att. 2, §§ 5.1.2 and 6.1.1 - Deleted language as agreed to by both parties. Att. 2, §§ 5.1.2.15 and 6.2.2 - Deleted GTE proposed language.
Att. 2, § 8.1.3.2	[No disputed language in filed contract.]	Att. 2, § 8.1.3.2 - Deleted last sentence as agreed to by both parties.
Att. 2, § 8.2.10 (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 2, § 8.2.10 - Deleted as agreed to by both parties.
Att. 2, § 8.2.11 and 8.2.12 (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 2, §§ 8.2.11 and 8.2.12 - Replaced with language agreed to by both parties.
Att. 2, § 11.3.2.11 (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 2, § 11.3.2.11 - Replaced with language agreed to by both parties.

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Att. 2, § 11.7.1.3 (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 2, § 11.7.1.3 - Deleted since the parties cannot agree on language.
Att. 2, § 11.7.2.1 (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 2, § 11.7.2.1 - Deleted since the parties cannot agree on language.
Att. 2, § 12.2.15 (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 2, § 12.2.15 - Deleted since the parties cannot agree on language.
Att. 2, § 12.3.4 (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 2, § 12.3.4 - Replaced with language agreed to by both parties.
Att. 2, § 12.3.5 (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 2, § 12.3.5. - Deleted since the parties cannot agree on language.
Att. 2, §§ 13.1.1, 13.1.2.12, 13.1.2.14 - 13.1.2.16 (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 2, §§ 13.1.1, 13.1.2.12, 13.1.2.14 and 13.1.2.15. - Deleted since the parties cannot agree on language.
Att. 2, § 13.5.1 **(pp. 33-34)	Accepted AT&T language.	Att. 2, § 13.5.1 - Replaced with language agreed to by both parties.
Att. 2, Figures **(pp. 32-33)	Approved Figures with caveat that they may be used for illustrative purposes only.	Att. 2, All sections where figures appear. Replaced with language agreed to by both parties and inserted § 23.20 in Main Agreement as agreed to by both parties.
<b>Appendix A to Attachment 2 - No changes.</b>		
<b>Attachment 3 - Service Description: Ancillary Functions</b>		
Att. 3, § 2.1.1 - Terms (p. 59 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 3, § 2.1.1 - Deleted since the parties cannot agree on language.
Att. 3, § 2.2.1.1 **- Restricted availability of existing space (pp. 34-35)	Accepted AT&T language.	Att. 3, § 2.2.1.1 - Unbolded AT&T proposed language and deleted GTE proposed language.
Att. 3, § 2.2.3 - Access to collocated space by the parties' personnel	[Disputed language not specifically addressed in the Commission's order.]	Att. 3, § 2.2.3. - AT&T accepts GTE's proposed language for Florida only.



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Att. 3, § 2.2.4 ** - Collocated Equipment (36-37)	Rejected AT&T and GTE language and provided language to be inserted.	Att. 3, § 2.2.4 - Deleted AT&T and GTE proposed language and inserted language pursuant to the Commission's order.
Att. 3, § 2.2.14 (p. 59 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 3, Section 2.2.14 - Replaced with language agreed to by both parties.
Att. 3, § 2.2.15 (p. 59 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 3, § 2.2.15 - Replaced with language agreed to by both parties.
Att. 3, §§ 2.2.23.8 and 2.2.23.8.1 (p. 59 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 3, §§ 2.2.23.8 and 2.2.23.8.1 - Replaced with language agreed to by both parties.
Att. 3, Throughout Section 3, Including: §§ 3.1.1; 3.1.6; 3.1.7; 3.1.8; 3.2.2; 3.2.5; 3.4.1; 3.4.3; 3.5.1; 3.5.3; 3.6.7; 3.9.1; 3.9.2; 3.10.1; 3.10.2; 3.11.1; 3.11.2; 3.12.1; 3.12.2; 3.13; 3.17.1 (pp. 37-40)	The Commission agreed to the use of definitions for Facility and Structure.	Att. 3, Throughout Section 3 Facility and Facilities made plain text as agreed to by both parties; Structure and Structure made plain text as agreed to by both parties.
Att. 3, Section 3.1.4 ** - Definitions (pp. 37-39)	Rejected AT&T and GTE definitions. Inserted definition of "Facility" and "Facilities".	Att. 3, Section 3.1.4 - Replaced with language agreed to by both parties.
Att. 3, § 3.1.4.1 ** - Definitions (pp. 39-40)	Accepted GTE definition with the modification that "Attachment 3" shall be substituted for "Section 3".	Att. 3, § 3.1.4.1 - Removed double underline from GTE proposed language and inserted "Attachment 3: for "Section 3"; deleted AT&T proposed language.
Att. 3, §§ 3.1.1; 3.1.6; 3.1.7; 3.1.8; 3.2.2; 3.2.5; 3.4.1; 3.4.3; 3.5.1; 3.5.3; 3.6.7; 3.9.1; 3.9.2; 3.10.1; 3.10.2; 3.11.1; 3.11.2; 3.12.1; 3.12.2; 3.13; 3.17.1 modified pursuant to the Commission's order to reflect changes in the definitions described in Sections 3.1.4 and 3.1.4.1 above.		
Att. 3, § 3.1.8 - Examples of Facilities	[Disputed language not specifically addressed in the Commission's order.]	Att. 3, § 3.1.8 - Deleted AT&T proposed language to reflect language agreed to by both parties.
Att. 3, § 3.2.2	[No disputed language in filed document. Updated agreed language.]	Att. 3, § 3.2.2 - Inserted "inner ducts" in the first sentence as agreed to by both parties.
Att. 3, § 3.2.3 - General Duties	[Disputed language not specifically addressed in the Commission's order.]	Att. 3, § 3.2.3 - Inserted "ROW and" in first sentence as agreed to by both parties. Deleted AT&T proposed language in last sentence for Florida only.



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Att. 3, § 3.3.2	[No disputed language in filed document. Updated agreed language.]	Att. 3, § 3.3.2 - Changed "or" to "and" in the first sentence.
Att. 3, §§ 3.4.2 and 3.4.3 (p. 59 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 3, §§ 3.4.2 and 3.4.3 - Updated to reflect language agreed to by both parties.
Att. 3, § 3.5.1 (p. 40)	[Updated agreed language.]	Att. 3, § 3.5.1 - Inserted "or private property owners" in last sentence as agreed to by both parties.
Att. 3, § 3.5.3 (p. 59 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 3, § 3.5.3 - Replaced with language agreed to by both parties.
Att. 3, §§ 3.6.2 & 3.6.3 - Capacity (p. 59 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 3, §§ 3.6.2 and 3.6.3 - AT&T accepted GTE's current proposed language for Florida only.
Att. 3, § 3.6.5 (p. 59 att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 3, Section 3.6.5 - Deleted as agreed to by both parties.
Att. 3, § 3.7.1 - Sharing Rights of Way (p.59 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 3, § 3.7.1 - Replaced with language agreed to by both parties.
Att. 3, §§ 3.7.2 - 3.7.2.4 (p. 59 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 3, §§ 3.7.2 - 3.7.2.4 - Deleted since parties are unable to agree on language.
Att. 3, § 3.9.2 ( not specifically listed in the order)		Att. 3, § 3.9.2 - Updated to reflect language agreed to by the parties.
Att. 3, §§ 3.11.1 and 3.11.2 - Charges for Unauthorized Attachments (p. 59 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 3, §§ 3.11.1 and 3.11.2 - Replaced with language agreed to by both parties.
Att. 3, § 3.13.1 **Notice of Modification of Poles by GTE (pp. 40-42)	Accepted AT&T language with modifications.	Att. 3, § 3.13.1 - Replaced with language agreed to by both parties.
Att. 3, § 3.14.1 - Default and Remedies (p. 59 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 3, § 3.14.1 - Replaced with language agreed to by both parties.
Att. 3, § 3.15.1 - Termination of	The Commission will not establish language for	Att. 3, § 3.15.1 - Replaced

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Section 3 by AT&T (p. 59 Att. B)	this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	with language agreed to by both parties.
<b>Attachment 4 - Provisioning and Ordering for Unbundled Elements - No changes.</b>		
<b>Attachment 5 - Maintenance for Local Service Resale and Unbundled Elements - No changes</b>		
<b>Attachment 6 - Local Services Resale, Unbundled Network Element and Interconnection Billing and Recording</b>		
Section 2.1.1 (p. 56, Att. A)	[No disputed language in filed document. Updated agreed language.]	Att. 6, § 2.1.1 - Replaced with language agreed to by both parties.
<b>Attachment 6A - Local Services Resale, Billing and Recording - No changes.</b>		
<b>Attachment 6B - Unbundled Network Elements Billing and Recording - No changes.</b>		
<b>Attachment 6C - Interconnection Billing and Recording</b>		
Section 2.2 (p. 56 Att. A)	[No disputed language in filed document. Updated agreed language.]	Att. 6C, § 2.2 - Replaced with language agreed to by both parties.
<b>Attachment 7 - Provision of Customer Usage Data</b>		
Appendix II, Section 1.1** (pp. 42-43)	Accepted AT&T language.	Att. 7, App. II, Section 1.1 Unbolded AT&T proposed language.
<b>Attachment 8 - Interim Number Portability</b>		
Att. 8, § 1		Initial capitalized all references to "Remote Call Forwarding".
Att. 8, § 1.1	[Added new agreed section.]	Att. 8, § 1.1 - Inserted to reflect language agreed to by both parties.
Att. 8, § 3.6.1 - Treatment of TLN Calling Cards (p. 56 Att. A)	[No disputed language in filed document, Updated agreed language.]	Att. 8, § 3.6.1 - Updated to reflect language agreed to by both parties.
Att. 8, § 3.7 - 911 (p. 3 and p. 56 of Att. A)	The Commission approves the agreed language for this section to ensure that the provision of these services is not adversely affected even though the parties disagree over what the charges for the specific services should be.	Att. 8, § 3.7 - Deleted AT&T and GTE proposed language. Revised to reflect agreed to language regarding remaining language.
<b>Attachment 9 - Network Security</b>		
Att. 9, § 2.1 - Fraud prevention and revenue protection measures (p. 59 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 9, § 2.1 - AT&T agreed to delete AT&T proposed language for Florida only.
<b>Attachment 10 - Acronyms - No changes.</b>		
<b>Attachment 11 - Definitions</b>		
Att. 11, DA Listing Information (p. 43)	[Updated with agreed definition.]	Att. 11, DA Listing Information - Updated to reflect definition agreed to by the parties.
Att. 11, Damages	[No disputed language in filed document.]	Att. 11, Damages - Corrected cross-reference.
Att. 11, Directory Listings (p. 43)	[No disputed language in filed document. Updated with agreed definition.]	Att. 11, Directory Listings - Updated to reflect definition agreed to by both parties

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Att. 11, Effective Date (p. 43)	Not specifically addressed by Commission.	Att. 11, Effective Date - Updated to reflect definition agreed to by both parties.
Att. 11, Facility and Facilities (p. 43)	[Updated with agreed language.]	Att. 11, Facility and Facilities - Updated to reflect definition agreed to by the parties.
Att. 11, Interconnection ** (p. 43)	The Commission finds that the term should be eliminated from the final arbitrated agreement.	Att. 11, Interconnection - Deleted pursuant to the Commission's order since the parties cannot agree on a definition.
Att. 11, Local Traffic (p. 43)	[Disputed language.]	Att. 11, Local Traffic - Replaced with definition agreed to by both parties.
Att. 11, LSR**(p. 43)	The Commission finds that the term should be eliminated from the final arbitrated agreement.	Att. 11, LSR - Replaced with definition agreed to by both parties.
Att. 11, MECAB (p. 43)	[Disputed language.]	Att. 11, MECAB - Replaced with definition agreed to by both parties.
Att. 11, MECOD (p. 43)	[Disputed language.]	Att. 11, MECOD - Replaced with definition agreed to by both parties.
Att. 11, Quality Standards (p. 43)	[Disputed language.]	Att. 11, Quality Standards - Replaced with definition agreed to by both parties.
Att. 11, Real Time**(p. 43)	The Commission finds that the term should be eliminated from the final arbitrated agreement.	Att. 11, Real Time - Replaced with definition agreed to by both parties.
Att. 11, Served Premises** (p. 43)	The Commission finds that the term should be eliminated from the final arbitrated agreement.	Att. 11, Served Premises - Replaced with definition agreed to by both parties.
Att. 11, Service Order**(p. 43)	The Commission finds that the term should be eliminated from the final arbitrated agreement.	Att. 11, Service Order - Deleted by agreement of both parties.
Att. 11, Telephone Relay Service (p. 43)	Not specifically addressed by the Commission	Att. 11, Telephone Relay Service - Replaced with definition agreed to by both parties.
Att. 11, Work Locations**(p. 43)	The Commission finds that the term should be eliminated from the final arbitrated agreement	Att. 11, Work Locations - Replaced with language agreed to by both parties.
<b>Attachment 12 - Service Quality Standards and Processes - No changes.</b>		
<b>Attachment 13 - Principles for Implementing Electronic Interfaces for Operations Support Systems - No changes.</b>		
<b>Attachment 14 - AT&amp;T/GTE Pricing Agreement</b>		
Att. 14, Section 6	[Updated contract with new agreed section.]	Att. 14, § 6 - Inserted § 6, as agreed to by both parties.
Att. 14, App. 1, Section 1.2** (p. 44-45)	Accepted AT&T language with modifications.	Att. 14, App. 1, Section 1.2 - Deleted GTE proposed language; unbolded AT&T proposed language and inserted modified language pursuant to the Commission's

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		order.
Att. 14, App. 1, Annex 1 ** - Schedule of Wholesale Discounts (p. 45)	Rejected GTE language.	Att. 14, App. 1, Annex 1 - Deleted GTE's proposed language.
Att. 14, App. 1, Annex 2 ** - Summary of Wholesale Charges (pp. 45-46)	Accepted AT&T language with modifications; rejected GTE language.	Att. 14, App. 1, Annex 2 - Unbolded AT&T's "contract"; deleted AT&T's "or"; deleted GTE's "tariffed charges only"; modified language pursuant to the Commission's order.
Att. 14, Appendix 2**(pp. 46-47)	Accepted GTE language.	Att. 14, Appendix 2 - Removed double underline from GTE proposed language.
Att. 14, App. 3, Annex 1 **(p. 47)	Accepted GTE language.	Att. 14, App. 3, Annex 1 - Removed double underline from GTE proposed language; changed sub-heading from italics to plain text.
Att. 14, App. 4, Annex 1**(p. 48)	Rejected AT&T and GTE language; the Commission finds that transiting of toll calls was not an issue addressed in the arbitration proceeding and will not be included in Appendix 4 - Annex 1.	Att. 14, App. 4, Annex 1. Deleted AT&T and GTE proposed language and inserted TBD.
Att. 14, App. 6 **(p. 46)	Accepted GTE language.	Att. 14, App. 6 - Removed double underline from GTE proposed language.
Att. 14, App. 8 **- Compensation for Rights of Way (pp. 48-50)	First paragraph:- Rejected AT&T language; The Commission will not establish prices for Rights-of-Way, Conduits, Ducts and Pole Attachments. Redrafted language to reflect that GTE will provide TSLRIC prices in accordance with Order No. PSC-97-0064A-FOF-TP, issued 5-21-97.  Second paragraph: Accepted AT&T language; rejected GTE language.	Att. 14, App. 8. First paragraph: removed AT&T's and GTE's proposed language. Inserted revised language pursuant to the Commission's order.  Second paragraph - Removed GTE proposed language and unbolded AT&T proposed language
<b>Attachment 15 - Compensation for Transport &amp; Termination</b>		
Att. 15 ** (pp. 50-51; p. 57 Att. A)	Accepted AT&T language.	Att. 15. Unbolded AT&T proposed language.

\*\* Disputed Language is specifically addressed by the Commission