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MEMORANDUM

August 27, 1998

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RECORDS AND
REPORTING

TO: DIVISION OF RECORDS AND REPORTING

FROM: DIVISION OF LEGAL SERVICES (OTTINOT) *ALO*

RE: DOCKET NO. 980267-TP - PETITION BY GTE FLORIDA
INCORPORATED FOR APPROVAL OF INTERCONNECTION, RESALE, AND
UNBUNDLING AGREEMENT WITH UTILICORE CORPORATION

PSC-98-0675A-FOF-TP

Attached is an AMENDATORY ORDER, with an attachment, to be
issued in the above referenced docket. (Number of pages in order
- 2)

KMP/anr
Attachment
cc: Division of Communications
I: 980267a.kmp

ATTACHMENT(S) NOT ON-LINE

ENCLOSURE

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by GTE Florida Incorporated for approval of interconnection, resale, and unbundling agreement with Utilicore Corporation.

DOCKET NO. 980267-TP
ORDER NO. PSC-98-0675A-FOF-TP
ISSUED: August 28, 1998

AMENDATORY ORDER

BY THE COMMISSION:

On May 18, 1998, we issued Order No. PSC-98-0675-FOF-TP. By letter dated July 21, 1998, GTE Florida Incorporated provided the Commission a corrected copy of page III-17 (page 44 of the Order) of the interconnection agreement with Utilicore Corporation. Therefore, Order No. PSC-98-0675-FOF-TP is amended to replace page 44 of the Order with a corrected copy.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Order No. PSC-98-0675-FOF-TP is hereby amended to replace page 44 of the Order with a corrected copy. It is further

ORDERED that Order No. PSC-98-0675-FOF-TP is reaffirmed in all other respects.

By ORDER of the Florida Public Service Commission, this 28th day of August, 1998.



BLANCA S. BAYÓ, Director
Division of Records and Reporting

(S E A L)

KMP

DOCUMENT DATE

09377 AUG 28 1998

ATTACHMENT A

- 46 Amendment of Certain Rates, Terms and Conditions. The rates, terms and conditions in this Agreement that are specified in Appendix N (the "MCI Terms") were taken from the GTE/MCI Interconnection, Resale and Unbundling Agreement (the MCI Agreement) approved by the Commission in Docket No. 960980-TP. The rates, terms and conditions not included in this Agreement but referenced in Appendix M (the "GTE Terms") were excluded from the MCI Agreement by the Commission in Docket No. 960980-TP. GTE and UTLCR agree that if the "MCI Terms" are deemed to be unlawful, or are stayed, enjoined or otherwise modified, in whole or in part, by a court or commission of competent jurisdiction, then this Agreement shall be deemed to have been amended accordingly, by modification of the "MCI Terms" or, as appropriate, the substitution of "GTE Terms" for all stayed and enjoined "MCI Terms", and such amendments shall be effective retroactive to the Effective Date of this Agreement.

GTE and UTLCR further agree that the terms and conditions of this Agreement reflect certain requirements of the FCC's First Report and Order in CC Docket No. 96-98. The terms and conditions of this Agreement shall be subject to any and all actions by any court or other governmental authority that invalidate, stay, vacate or otherwise modify the FCC's First Report and Order, in whole or in part ("actions"). To the extent warranted by any such action, the parties agree that this Agreement shall be deemed to have been modified accordingly as in the first paragraph of this Section 46. The parties agree to immediately apply any effected terms and conditions, including any in other sections and articles of this Agreement, consistent with such action, and within a reasonable time incorporate such modified terms and conditions in writing into the Agreement. If the "MCI Terms" are affected by such action and GTE determines they cannot be consistently applied therewith, the "GTE Terms" shall apply. UTLCR acknowledges that GTE may seek to enforce such action before a commission or court of competent jurisdiction. GTE does not waive any position regarding the illegality or inappropriateness of the FCC's First Report and Order.

The rates, terms and conditions (including rates which may be applicable under true-up) specified in both the "GTE Terms" and the "MCI Terms" are further subject to amendment, retroactive to the Effective Date of the Agreement, to provide for charges or rate adjustments resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's end user surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation.

If the Commission (or any other commission or federal or state court) in reviewing this Agreement pursuant to applicable state and federal laws, including Section 252(e) of the Telecommunications Act of 1996, deletes or modifies in any way this Section 46, the Parties agree to withdraw this Section 46 and Appendices M and N from consideration by the Commission (or any other commission or federal or state court).

FLORIDA PUBLIC SERVICE COMMISSION - RECORDS AND REPORTING

Information for Photocopying and Mailing

Number of Originals 317 Date 3/19/00 Copies Per Original _____
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Item Presented _____
 _____ Agenda For (Date) _____ Order No. _____ In Docket No. _____
 _____ Notice of _____ For (Date) _____ In Docket No. _____
 _____ Other _____

Special Handling Instructions _____

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<u>2</u>	<u>Docket Mailing List - Mailed</u>	_____	_____
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 Date and Time Completed 5-20 Job Checked For Correctness and Quality (Initial) _____

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 Date Mailed 3/20 Verified By _____

SWAN