



Southeastern Services, Inc.

ORIGINAL

July 7, 1999

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

RE: DOCKET NO. 990690-TL

DEAR MS. BAYO:

Southeastern Services, Inc. ("Southeastern") hereby withdraws its request for termination of Northeast Florida Telephone Company's rural exemption as set forth in my May 26, 1999, letter, and requests that this docket be closed. This withdrawal is without prejudice to refile in the future.

Sincerely,

Mark Woods
President

cc: Deborah L. Nobles
J. Jeffry Wahlen
Daniel D. Akel
Beth Keating
Calvin Favors

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WAW _____
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P O Box 365 ■ Macclenny, Fl. 32063 ■ Phone 904-259-8600 ■ Fax 904-259-8601

DOCUMENT NUMBER-DATE

08219 JUL 12 99

FPSC-RECORDS/REPORTING



Northeast Florida Telephone Company, Inc.

A Company of NEFCOM, Inc.

July 7, 1999

Mark Woods
Southeastern Services, Inc.
P. O. Box 365
Macclenny, FL 32063-0365

Re: Florida Public Service Commission Docket No. 990690

Dear Mr. Woods:

Thank you for meeting with us at the Issue ID meeting on Friday, June 18 to discuss an efficient way to resolve the issues in the above referenced docket and your company's interest in the provision of telecommunications services. I am glad that we seem to be communicating more effectively and hope that we can continue to do so in the future.

As we explained on June 18, Northeast is willing to work in good faith to accommodate whatever interest your company has in resale, interconnection, unbundled access, notice of changes, collocation and any other services required to be offered by the Telecommunications Act, if any, as long as each party's legal rights can be properly preserved while we are exploring ways to do so. However, Northeast does not want its willingness to do so to be construed to be a waiver of its rural exemption under Section 251(f)(1) of the 1996 Telecommunications Act. Of course, as we explained on Friday, we expect that it will take longer to explore and understand your interest in interconnection, unbundled access, notice of changes and collocation than it will to explore your interest in resale. Accordingly, we think it wise to give ourselves more time to work on interconnection, unbundled access, notice of changes and collocation than resale. Our proposal is set forth below:

Resale

With respect to resale under Section 251(c)(4), and to protect both parties' legal rights, Northeast and Southeastern Services, Inc. ("Southeastern") would agree that the undertaking described in this letter to explore your needs and expectations for the provision of resale at

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wholesale rates, including without limitation, any telephone calls, correspondence or other communication or documentation by and between the parties, would not and does not constitute a waiver by Northeast of any part or all of its rural exemption pursuant to §47 U.S.C. 251(f)(1)(A). As part of this undertaking, Southeastern will withdraw its pending request to the FPSC for the termination of Northeast's rural exemption, dated May 26, 1999, by filing a letter in the form attached hereto as Exhibit "A" with the FPSC within seven (7) days from the date this letter is signed by both parties. Thereafter, Northeast and Southeastern will work together in good faith for a period of sixty (60) days from the date of the filing of Southeastern's withdrawal letter to understand and explore ways to reasonably accommodate Southeastern's request to Northeast for resale. If, at the end of that time period, Northeast and Southeastern have not reached an agreement satisfactory to both parties, then Southeastern will be free to refile a request to terminate Northeast's rural exemption from resale at wholesale rates with the Florida Public Service Commission. In that event, the parties may pursue all of their respective legal rights and defenses as if this undertaking on resale never occurred. Alternatively, if Southeastern does not refile its request, the parties may continue discussing resale at wholesale rates beyond the 60 day period without waiver of or prejudice to Northeast's rural exemption from resale at wholesale rates and without waiver of or prejudice to Southeastern's right to refile its request.

Interconnection, Unbundled Access, Notice of Changes and Collocation

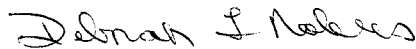
Similarly, with respect to interconnection under Section 251(c)(2), unbundled access under Section 251(c)(3), notice of changes under Section 251(c)(5) and collocation under Section 251(c)(6) [hereinafter collectively referred to as "Interconnection"], and to protect both parties' legal rights, Northeast and Southeastern agree that the undertaking described in this letter to explore your interest in Interconnection, including without limitation, any telephone calls, correspondence or other communication or documentation by and between the parties, does not constitute a waiver by Northeast of any or all of its rural exemption pursuant to §47 U.S.C. 251(f)(1)(A). For a period of six (6) months, beginning on the date the withdrawal letter described above is filed with the FPSC, Northeast and Southeastern will work together in good faith to explore ways to reasonably accommodate Southeastern's interest in Interconnection with Northeast. If, at the end of this six (6) month period, Northeast and Southeastern have not reached an agreement satisfactory to both parties on Interconnection, then Southeastern will be free to file a request to terminate Northeast's rural exemption from Interconnection with the Florida Public Service Commission. In that event, the parties may pursue all of their respective legal rights and defenses as if this undertaking on Interconnection never occurred. Alternatively, if Southeastern does not file a request to terminate Northeast's rural exemption from Interconnection, the parties may continue discussing Interconnection beyond the six (6) month period without waiver of or prejudice to Northeast's rural exemption from Interconnection and without waiver of or prejudice to Southeastern's right to refile its request.

Mark Woods
07/07/99
Page 3

Conclusion

If Southeastern agrees with the procedures set forth above, please sign and date a copy of this letter on the line provided below and return it to me at fax number 904/259-7722. If you have any questions, please call me at 904/259-0639.

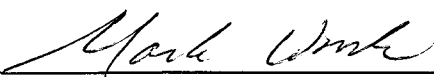
Sincerely,



Deborah L. Nobles
Director of Revenue Requirements &
Regulatory Affairs

DLN/jh

Southeastern Services, Inc. agrees to the procedures outlined in the letter set forth above.

By: 

Mark Woods
President

July 7, 1999

cc: Daniel D. Akel, via facsimile
H. Jeffry Wahlen, via facsimile