

ORIGINAL



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December 13, 2001

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

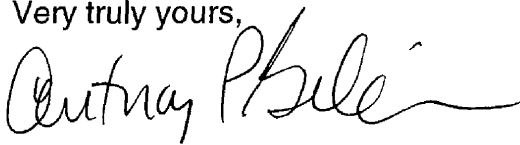
011646-TP

Re: Docket No.  
Petition of Verizon Florida Inc. for Approval of Amendment No. 2 to the  
Interconnection Agreement with VoiceStream Wireless Corporation f/k/a  
Aerial Communications, Inc.

Dear Ms. Bayo:

Please find enclosed for filing an original and five copies of Verizon Florida Inc.'s  
Petition for Approval of Amendment No. 2 to the Interconnection Agreement with  
VoiceStream Wireless Corporation f/k/a Aerial Communications, Inc. The amendment  
consists of a total of three pages. Service has been made as indicated on the  
Certificate of Service. If there are any questions regarding this matter, please contact  
me at (813) 483-2617.

Very truly yours,

  
Kimberly Caswell

KC:tas  
Enclosures

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

15545 DEC 13 01

FPSC-COMMISSION CLERK

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition of Verizon Florida Inc. for Approval ) Docket No. 011646-TP  
of Amendment No. 2 to the Interconnection ) Filed: December 13, 2001  
Agreement with VoiceStream Wireless )  
Corporation f/k/a Aerial Communications, Inc. )  
\_\_\_\_\_ )

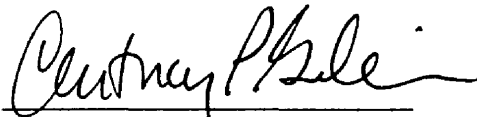

**PETITION OF VERIZON FLORIDA INC. FOR APPROVAL OF AMENDMENT NO. 2 TO THE INTERCONNECTION AGREEMENT WITH VOICESTREAM WIRELESS CORPORATION F/K/A AERIAL COMMUNICATIONS, INC.**

Verizon Florida Inc. (Verizon) (formerly GTE Florida Incorporated) files this petition before the Florida Public Service Commission (Commission) seeking approval of Amendment No. 2 to the Interconnection Agreement with VoiceStream Wireless Corporation f/k/a Aerial Communications, Inc. (VoiceStream). In support of this petition, Verizon states:

The Verizon/VoiceStream agreement was approved by the Commission by Order No. PSC-98-0850-FOF-TP issued June 26, 1998. The attached amendment adopts the optional reciprocal compensation plan put forth in the Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68.

Verizon respectfully requests that the Commission approve the attached amendment and that Verizon be granted all other relief proper under the circumstances.

Respectfully submitted on December 13, 2001.

By:   
 Kimberly Caswell  
P. O. Box 110, FLTC0007  
Tampa, Florida 33601-0110  
Telephone No. (813) 483-2617

Attorney for Verizon Florida Inc.

DOCUMENT NUMBER-DATE  
15545 DEC 13 2001  
FPSC-COMMISSION CLERK

AMENDMENT NO. 2

To the

INTERCONNECTION AGREEMENT

Between

VERIZON FLORIDA INC , F/K/A GTE FLORIDA INCORPORATED

and

VOICESTREAM WIRELESS CORPORATION

Together with its Affiliate  
VoiceStream Central Communications, Inc.  
f/k/a  
AERIAL COMMUNICATIONS INC.

This Amendment No. 2 (the "Amendment") to the Interconnection Agreement between Verizon Florida Inc., f/k/a GTE Florida Incorporated ("Verizon"), and VoiceStream Wireless Corporation Together with its Affiliate VoiceStream Central Communications, Inc. f/k/a Aerial Communications Inc. ("VoiceStream"), is effective June 14, 2001 (the "Effective Date").

WHEREAS, Verizon and VoiceStream are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934 (the "Act") for Florida, which was effective June 16, 1998 (the "Agreement"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of traffic subject to Section 251(b)(5) of the Communications Act of 1934, as amended, shall be governed by the optional reciprocal compensation plan put forth in the Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68 ("*ISP Traffic Order*"). The Parties hereby adopt such optional reciprocal compensation plan under which the rates for all Section 251(b)(5) traffic exchanged between the Parties shall mirror the rates for Internet traffic,

pursuant to paragraphs 89-94 of the *ISP Traffic Order*. The *ISP Traffic Order* and any other applicable FCC orders or regulations shall also govern the Parties' rights and obligations with respect to intercarrier compensation for Internet traffic exchanged between the Parties, if applicable.

2. Appendix C of the Agreement is amended by deleting from the section "Local Transport and Termination Rates", Paragraphs A, "Transport and Termination Rate," and Paragraph B, "End Office Interconnection Rate" and replacing such paragraph in its entirety with the following:

"A. Transport and Termination Rate

June 14, 2001-December 13, 2001     \$0.0015 per minute of use

December 14, 2001-June 13, 2003     \$0.0010 per minute of use

June 14, 2003 and thereafter     \$0.0007 per minute of use"<sup>1</sup>

The above stated rates for Section 251(b)(5) traffic are symmetrical such that each Party will receive the same rate for termination of such traffic originating on the network of the other Party

3. Termination. If the *ISP Traffic Order* is stayed, vacated or modified, in whole or in part, by the FCC or another governmental entity of competent jurisdiction, each Party shall have the right to terminate this Amendment by written notice to the other Party. The termination shall be effective upon receipt of the notice of termination by the other Party. In the event of such termination of this Amendment, the language of the Agreement, on a prospective basis, effective with the effective date of the termination, shall revert to the language of the Agreement (including any other amendments to the Agreement entered into by the Parties on, before or after the Amendment Effective Date) as it would have existed if this Amendment had not been entered into by the Parties. The provisions of this Section 3 shall be in addition to and not in limitation of any other provisions of the Agreement that might apply if the *ISP Traffic Order* is stayed, vacated or modified.

4. Scope of Agreement. Except to the extent set forth in Sections 1-3 of this Amendment, the rates, charges and other provisions of the Agreement shall remain in full force and effect.

5. Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates, charges and other provisions of the Agreement to the extent

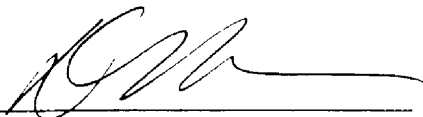
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<sup>1</sup> The rates set forth above shall apply until such time as they are replaced prospectively by new rates as may be approved or allowed into effect from time to time by the Commission pursuant to FCC orders and FCC regulations, or by the FCC, subject to a stay or other order issued by any court of competent jurisdiction.

necessary to give effect to the rates, charges and other provisions of this Amendment. In the event of a conflict between a rate, charge or other provision of this Amendment and a rate, charge or other provision of the Agreement, this Amendment shall govern.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives.

VOICESTREAM WIRELESS CORPORATION

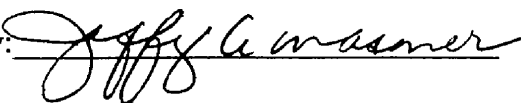
By: 

Printed: David A. Miller

Title: Vice President, Legal Affairs

Date: 11/26/01

VERIZON FLORIDA, INC.

By: 

Printed: Jeffrey A. Masoner

Title: Vice President – Interconnection Services Policy & Planning

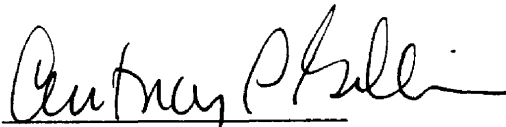
Date: 11/30/01

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of Verizon Florida Inc.'s Petition For Approval of Amendment No. 2 to the Interconnection Agreement with VoiceStream Wireless Corporation f/k/a Aerial Communications, Inc. was sent via overnight delivery(\*) on December 12, 2001 and U.S. mail(\*\*) on December 13, 2001 to:

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

LeBoeuf, Lamb, Greene & MacRae, L.L.P.(\*\*)  
Attention: Brett A. Snyder, Esq.  
1875 Connecticut Avenue, N.W.  
Washington, DC 20009-5728

  
Kimberly Caswell  
*bc*