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November 4, 2002

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COMMISSION
CLERK

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

Re: Docket No. *021119-TP*
Petition of Verizon Florida Inc. for Approval of Amendment No. 2 to Adopted
Terms with NewSouth Communications Corporation

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 Adopted Terms with NewSouth
Communications Corporation. The amendment consists of a total of 13 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,

KC Kimberly Caswell

KC:tas
Enclosures

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FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Verizon Florida Inc. for Approval)
of Amendment No. 2 to Adopted Terms with)
NewSouth Communications Corporation)
_____)

Docket No. *021119-TP*
Filed: November 4, 2002

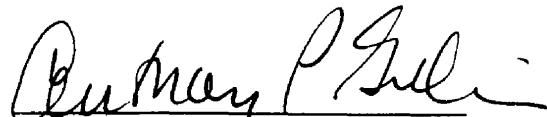
**PETITION OF VERIZON FLORIDA INC. FOR APPROVAL OF
AMENDMENT NO. 2 TO ADOPTED TERMS WITH
NEWSOUTH COMMUNICATIONS CORPORATION**

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 adopted terms with NewSouth Communications Corporation (NewSouth). In support of this petition, Verizon states:

NewSouth adopted the Verizon/WinStar Wireless of Florida Inc. interconnection agreement in a 252(i) adoption letter dated April 21, 1999. The attached amendment revises the language of Section 1.2 of the Combinations Attachment of Amendment No. 1 and sets forth charges for DS1 Loops and associated services as shown in the attached Pricing Attachment and Pricing Appendix to Amendment No. 2.

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 November 4, 2002.

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

Attorney for Verizon Florida Inc.

DOCUMENT NUMBER 077

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FPSC-COMMISSION CLERK

AMENDMENT NO. 2

to the

INTERCONNECTION AGREEMENT

between

VERIZON FLORIDA INC. f/k/a GTE FLORIDA INCORPORATED

and

NEWSOUTH COMMUNICATIONS CORP.

THIS AMENDMENT No. 2 (this "Amendment") is made as of the 1st day of January 2002 (the "Effective Date"), by and between Verizon Florida Inc., f/k/a GTE Florida Incorporated a Florida corporation ("Verizon") and NewSouth Communications Corp., a Delaware corporation ("NewSouth"). (Verizon and NewSouth may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). This Amendment covers services in state of Florida (the "State").

WITNESSETH:

WHEREAS, pursuant to an adoption letter dated April 21, 1999 (the "Adoption Letter"), NewSouth adopted in the State of Florida, the interconnection agreement between WinStar Wireless of Florida Inc. and VERIZON, as amended by the Parties on October 15, 2001("Amendment No. 1) (collectively, the "Terms");

WHEREAS, after the Parties' execution of Amendment No. 1 the United States Supreme Court issued its opinion in *Verizon Communications Inc. v. FCC*, 122 S. Ct 1646, (May 13, 2002), and NewSouth has requested negotiations to amend Amendment No. 1 to reflect a change in law occasioned by that opinion, which is to be given operation upon the date of execution of this Amendment; and

WHEREAS, NewSouth and Verizon seek to further amend the Terms as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties agree that pursuant to a change in law brought about by *Verizon Communications Inc. v. FCC*, 122 S. Ct. 1646, (May 13, 2002), Amendment No.1 is hereby amended as of the date of execution of this Amendment No. 2 as follows:

- a) A new sentence is hereby added at the beginning of Section 1.2 of the Combinations Attachment of Amendment No.1 to read as follows: “Verizon shall be obligated to combine UNEs that are not already combined in Verizon’s network only to the extent required by Applicable Law.”; and
- b) Subpart (c) of Section 1.2 of the Combinations Attachment of Amendment No. 1 reading “; and. (c) Verizon shall not be obligated to combine UNEs that are not already combined in Verizon’s network” is hereby stricken from Amendment No. 1.

2. The Parties agree that the product definition set forth in the Amendment No. 2 Attachment will be incorporated into the Terms and the Amendment No. 2 Pricing Attachment and its Appendix A shall supply monthly recurring charges (“MRCs”) and non-recurring charges (“NRCs) to be incorporated into the Terms by amendment for the following services: DS1 UNE Loop, DS1 Clear Channel Capability, IDT DS-1 Transport Facility per ALM, IDT DS-1 Transport Termination and Enhanced Extended Links (“EELs”). The absence of a charge in this Amendment No. 2 shall have no effect on the charges that are to be applied pursuant to the Terms or Amendment No. 1 to the Terms.

3. Conflict between this Amendment and the Terms. This Amendment shall be deemed to revise the terms and provisions of the Terms to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Terms, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Terms, or in the Terms but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 3.

4. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

5. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

6. Scope of this Amendment. This Amendment shall amend, modify and revise the Terms only to the extent set forth expressly in Sections 1 and 2 of this Amendment, and, except to the extent set forth in Sections 1 and 2 of this Amendment, the terms and provisions of the Terms shall remain in full force and effect after Effective Date.

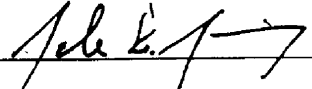
7. Reservation of Rights. Each Party reserves its respective rights to assert claims pursuant to the Agreement or Applicable Law. In addition to any change of law provision and reservation of rights contained herein, NewSouth reserves the right to

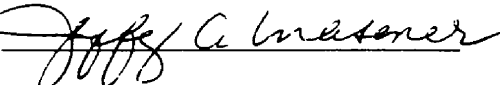
invoke the change of law provisions of the Terms to modify the loop definition consistent with any change in Applicable Law regarding the terminating points of the local loop.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and shall be effective upon the Effective Date.

NEWSOUTH COMMUNICATIONS CORP.

VERIZON FLORIDA INC.

By: 

By: 

Printed: Jake E. Jennings

Printed: Jeffrey A. Masoner

Title: Vice-President, Regulatory

Title: Vice President - Interconnection
Services Policy & Planning

Date: October 14, 2002

Date: 10/16/02

AMENDMENT NO. 2 ATTACHMENT

1. A "DS1 Loop" is a transmission facility between a distribution frame (or its equivalent) in a Verizon serving central office and the loop demarcation point at a NewSouth end user customer premises. The DS1 Loop provides a standard digital transmission channel of 1.544 Mbps. This loop type is more fully described in Verizon TR 72575 and ANSI T1.403, as revised from time to time. The DS1 Loop includes the necessary electronics and line conditioning to provide a DS1 transmission rate. A DS1 Loop may be provisioned with either AMI or Clear Channel (B8ZS) signaling where available at the rates set forth in the Pricing Attachment. DS1 Loops will be available only where existing facilities, in accordance with Applicable Law, can meet the specifications in ANSI T1.403 and Verizon TR-72575, as revised from time to time. Verizon shall make DS1 Loops available to NewSouth to the extent, but only to the extent, required by Applicable Law.

PRICING ATTACHMENT TO AMENDMENT NO. 2

1. General

- 1.1 As used in this Pricing Attachment, the term "Charges" means the monthly recurring rates, fees, charges and prices for a DS1 Loop, DS1 Clear Channel Capability, IDT DS1 Transport Facility Per ALM, IDT DS1 Transport Termination and Enhanced Extended Links ("EELs") as well as the non recurring charges for those services where they are supplied in Appendix A to this Pricing Attachment.
- 1.2 Charges shall be as stated in this Section 1.
- 1.3 The Charges shall be the Charges stated in the Providing Party's applicable Tariff to the extent that the Charges in the Tariff have been approved by or otherwise allowed to go into effect by the Commission or the FCC ("Tariff Charges").
- 1.4 In the absence of Charges established pursuant to Section 1.3, the Charges shall be as stated in Appendix A of this Pricing Attachment.
- 1.5 The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, Charges in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 1.6 In the absence of Charges established pursuant to Sections 1.3 through 1.5, the Charges shall be the Providing Party's FCC or Commission approved Charges.
- 1.7 In the absence of Charges established pursuant to Sections 1.3 through 1.6, the Charges shall be mutually agreed to by the Parties in writing.

2. Regulatory Review of Prices

Notwithstanding any other provision of this Attachment, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding

to change the Charges for its services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

APPENDIX A TO THE AMENDMENT NO. 2

PRICING ATTACHMENT

Monthly Recurring Charges

DS1 Loop

DS1 Loop	\$	124.40
Supplemental Features: DS1 Clear Channel Capability	\$	16.00

Dedicated Transport Facilities

Interoffice Dedicated Transport		
IDT DS1 Transport Facility per ALM	\$.39
IDT DS1 Transport Termination	\$	25.78
Multiplexing		
DS1 to Voice Multiplexing	\$	187.86
DS3 to DS1 Multiplexing	\$	305.00 ♦ ¹
DS1 Clear Channel Capability		\$16.00

EEL Pricing

MRCs. The MRCs for an EEL will generally be equal to the applicable MRCs for UNEs and Multiplexing that comprise an EEL arrangement (e.g. UNE Loop, IDT, CDT, Multiplexing, & Clear Channel Capability).

NRCs.

Optional NRCs will apply as ordered by the NewSouth including such charges as Expedites, Coordinated Conversions, loop Conditioning, etc.

¹ Certain of the rates and charges set forth within, as indicated by a "diamond" (♦), are arbitrated rates taken from the previously arbitrated Interconnection, Resale and Unbundling Agreement between GTE and AT&T Communications, which was approved by the Commission in an Order dated January 17, 1997, in Docket Nos. 960847-TP, 960980-TP, and Order PSC-97-0064-FOF-TP. Verizon has agreed to use and to incorporate herein such arbitrated rates subject to the following: The Parties expressly agree (1) that such arbitrated rates shall not be deemed to have been voluntarily negotiated by the Parties and such arbitrated rates are not subject to interstate MFN obligations under Appendix D, Sections 31 and 32, of the Merger Order; and (2) that, if applicable, for purposes of calculating Reciprocal Compensation Traffic, the arbitrated rates shall not apply to Internet Traffic. The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Agreement that applies to rates, including, but not limited to, Section 37 of the General Terms and Conditions. The Parties further agree that the Commission's Order in Docket Nos. 960847-TP and 960980-TP, and Order PSC-97-0064-FOF-TP to the extent such Order established the arbitrated rates, shall be deemed an arbitration decision associated with this Agreement.

NON-RECURRING CHARGES – LOOP AND PORT

Service Ordering (Loop or Port)		
Initial Service Order, per order	\$	47.25◆
Transfer of Service Charge, per order	\$	16.00◆
Subsequent Service Order, per order	\$	24.00◆
Installation		
Unbundled Loop, per loop	\$	10.50◆
Unbundled Port, per port	\$	10.50◆
Loop Facility Charge, per order (See Note 1)	\$	62.50◆
Customer Service Record Search	\$	4.21

CUSTOM HANDLING

Coordinated Conversions:

ISO	\$	18.69
Central Office Connection	\$	9.43
Outside Facility Connection	\$	8.09

Hot Coordinated Conversions First Hour:

ISO	\$	23.91
Central Office Connection	\$	37.72
Outside Facility Connection	\$	32.36

Hot Coordinated Conversions per Additional Quarter Hour:

ISO	\$	4.88
Central Office Connection	\$	9.43
Outside Facility Connection	\$	8.37

Note 1: The Loop Facility Charge will apply when field work is required for establishment of a new unbundled loop service.

NON-RECURRING CHARGES - OTHER UNE's

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi- Mech.	Provisioning Initial Unit	Add'l Unit
ENHANCED EXTENDED LINK Loop portion (In addition, IDT and CDT charges apply if applicable to the EEL arrangement)				
Advanced - Basic - Initial	\$ 88.39	\$ 56.13	\$10.50	N/A
Advanced - Basic - Subsequent	\$ 38.02	\$ 21.89	\$ 10.50	N/A
DS1/DS3 - Initial	\$ 97.94	\$ 65.68	\$10.50	N/A
DS1/DS3 – Subsequent	\$ 38.02	\$ 21.89	\$ 10.50	N/A
DS3 to DS1 Multiplexing	N/A	N/A	\$450.00	N/A
DS1 to DS0 Multiplexing	N/A	N/A	\$800.00	N/A
Changeover Charge - (Conversion from Special Access to EELs or Transport)²				
Advanced - Complex (DS1 and above) Changeover (As Is)	\$179.37	\$117.27	\$41.64	n/a
Advanced - Complex (DS1 and above) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$7.52	\$4.56	\$41.64	n/a

² EEL Change-over rates are first effective as of May 31, 2002 despite the January 1, 2002 effective date of this Amendment. For Special Access to EEL conversions prior to that date, full provisioning and ordering charges may apply; provided that nothing in this Amendment shall be read to impose such full provisioning and ordering charges retroactively in the place of the applicable non-recurring charges for such conversion activity that may be contained in a written agreement that is binding between the Parties.

INTEROFFICE DEDICATED TRANSPORT (IDT) (Also applies to IDT portion of an EEL arrangement)

Advanced - Complex - Initial - DS1 and above	\$ 140.52	\$ 105.96	\$769.06	N/A
Advanced - Complex - Subsequent - DS1 and above	\$ 66.59	\$ 48.49	\$ 133.00	N/A
Clear Channel Capability	N/A	N/A	\$90.00	N/A

EXPEDITES – Other

UNE Loop	4.57	4.57	N/A	
Network Wholesale Products - Dedicated Transport/SS7/Dark Fiber	\$65.16	\$65.16	N/A	N/A
Design Change Charge - EELs and Transport	\$27.00	\$27.00	N/A	N/A

Application of NRCs

Ordering and Provisioning:

Initial Service Order (ISO) applies to each Local Service Request (LSR) and Access Service Request (ASR) for new service. Charge is Manual (e.g. for a faxed order) or Semi-Mechanized (e.g. for an electronically transmitted order) based upon the method of submission used by the CLEC.

Subsequent Service Order applies to each LSR/ASR for modifications to an existing service. Charge is Manual or Semi-Mechanized based upon the method of submission used by the CLEC.

Advanced ISO applies per LSR/ASR when engineering work activity is required to complete the order.

Exchange ISO applies per LSR/ASR when no engineering work activity is required to complete the order.

Provisioning – Initial Unit applies per ISO for the first unit installed. The Additional Unit applies for each additional unit installed on the same ISO.

Basic Provisioning applies to services that can be provisioned using standard network components maintained in inventory without specialized instructions for switch translations, routing, and service arrangements.

Complex Provisioning applies to services that require special instruction for the provisioning of the service to meet the customer's needs.

Examples of services and their Ordering/Provisioning category that applies:

Exchange-Basic: 2-Wire Analog, 4-Wire Analog, Standard Sub-Loop Distribution, Standard Sub-Loop Feeder, Drop and NID.

Exchange-Complex: Non-loaded Sub-Loop Distribution, Non-load Sub-Loop Feeder, Loop Conditioning, Customized Routing, ISDN BRI Digital Line Side Port and Line Sharing.

Advanced-Basic: 2-Wire Digital Loop, 4-Wire Digital Loop

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber, EELs, and ISDN PRI Digital Trunk Side Port

Conditioning applies in addition to the ISO, for each Loop or Sub-Loop UNE for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Changeover Charge applies to UNE-P and EEL orders when an existing retail, resale, or special access service is already in place.

EELs

The NRCs that generally apply to an EEL arrangement are applicable ordering & provisioning charges for EEL Loops, IDT, CDT, Multiplexing and Clear Channel Capability.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if NewSouth requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

Coordinated Conversion applies if NewSouth requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if NewSouth requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

Customer Record Search applies when NewSouth requests a summary of the services currently subscribed to by the end-user.

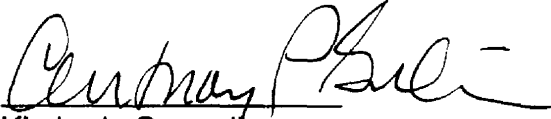
Design Change Charge applies to EELs & Transport orders for design changes requested by the CLEC.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of Verizon Florida Inc.'s Petition For Approval of Amendment No. 2 to Adopted Terms with NewSouth Communications Corporation was sent via overnight delivery(*) on November 1, 2002 and U.S. mail(**) on November 4, 2002 to:

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

NewSouth Communications Corporation(**)
Attention: Jake Jennings
2 N. Main Street
Greenville, SC 29601


Kimberly Caswell