

ORIGINAL



Richard Chapkis  
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Legal Department

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July 9, 2003

C30595-7P

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

COMMISSION  
CLERK

JUL -9 AM 10:45

RECEIVED

Re: Docket No.  
Petition for Approval of Section 252(i) Adoption of the Terms of the Interim  
Interconnection Agreement Between AT&T Communications of the Southern  
States, Inc. and Verizon Florida Inc. by USA Telephone Inc. d/b/a CHOICE  
ONE Telecom

Dear Ms. Bayo:

Please find enclosed an original and five copies of Verizon Florida Inc.'s Petition for  
Approval of Section 252(i) Adoption of the Terms of the Interim Interconnection  
Agreement Between AT&T Communications of the Southern States, Inc. and Verizon  
Florida Inc. by USA Telephone Inc. d/b/a CHOICE ONE Telecom. Service has been  
made as indicated on the Certificate of Service. If there are any questions regarding  
this matter, please contact me at (813) 483-1256.

Very truly yours,

*Richard A Chapkis*

Richard Chapkis

RECEIVED & FILED

*lh*  
FPSC-BUREAU OF RECORDS

RC:tas  
Enclosures

DOCUMENT NUMBER-DATE

06065 JUL-98

FPSC-COMMISSION CLERK

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition for Approval of Section 252(i) ) Docket No.  
Adoption of the Terms of the Interim ) Filed: July 9, 2003  
Interconnection Agreement Between )  
AT&T Communications of the Southern States, )  
Inc. and Verizon Florida Inc. by )  
USA Telephone Inc. d/b/a CHOICE ONE Telecom )  
\_\_\_\_\_ )

**PETITION FOR APPROVAL OF SECTION 252(i) ADOPTION OF THE TERMS OF THE  
INTERIM INTERCONNECTION AGREEMENT BETWEEN  
AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC. AND  
VERIZON FLORIDA INC. BY USA TELEPHONE INC. D/B/A CHOICE ONE TELECOM**

Verizon Florida Inc. (Verizon) (formerly GTE Florida Incorporated) files this petition before the Florida Public Service Commission (Commission) seeking approval of USA Telephone Inc. d/b/a CHOICE ONE Telecom's Section 252(i) adoption of the terms of the interim interconnection agreement between Verizon and AT&T Communications of the Southern States, Inc. The interim agreement, which was approved by the Commission by Order No. PSC-00-1776-FOF-TP, issued September 28, 2000 in Docket No. 001274-TP, is attached.

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

Respectfully submitted on July 9, 2003.

By: 

Richard Chapkis  
P. O. Box 110, FLTC0007  
Tampa, Florida 33601-0110  
Telephone No. (813) 483-1256

Attorney for Verizon Florida Inc.

DOCUMENT NUMBER DATE

36065 JUL-98

FLORIDA PUBLIC SERVICE COMMISSION CLERK

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of Verizon Florida Inc.'s Petition For Approval of Section 252(i) Adoption of the Terms of the Interim Interconnection Agreement Between AT&T Communications of the Southern States, Inc. and Verizon Florida Inc. by USA Telephone Inc. d/b/a CHOICE ONE Telecom was sent via overnight delivery(\*) on July 8, 2003 and U.S. mail(\*\*) on July 9, 2003 to:

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

USA Telephone Inc.(\*\*)  
d/b/a CHOICE ONE Telecom  
Attention: Jean A. Cherubin  
1510 NE 162<sup>nd</sup> Street  
Miami, FL 33162

  
Richard Chapkis

Steven J. Pitterle  
Director - Negotiations  
Network Services



600 Hidden Ridge HQE03B13  
P O. Box 152092  
Irving, Texas 75038

Phone 972/718-1333  
Fax 972/718-1279  
steve.pitterle@verizon.com

May 22, 2003

Mr. Jean A. Cherubin  
Vice President  
USA Telephone Inc. d/b/a CHOICE ONE Telecom  
1510 NE 162 Street  
Miami, FL 33162

Re: Requested Adoption Under Section 252(i) of the TA96

Dear Mr. Cherubin:

Verizon Florida Inc., f/k/a GTE Florida Incorporated ("Verizon"), a Florida corporation, with principal place of business at 201 N. Franklin Street, Tampa, Florida 33602-5167, has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), USA Telephone Inc. d/b/a CHOICE ONE Telecom ("USA Tel"), a Florida corporation, with principal place of business at 1510 NE 162 Street, Miami, Florida 33162, wishes to adopt the terms of the arbitrated Interconnection Agreement between AT&T Communications of the Southern States Inc. ("AT&T") and Verizon that was approved by the Florida Public Service Commission (the "Commission") as an effective agreement in the State of Florida in Docket No. 001274, as such agreement exists on the date hereof after giving effect to operation of law (the "Terms"). I understand USA Tel has a copy of the Terms. Please note the following with respect to USA Tel's adoption of the Terms.

1. By USA Tel's countersignature on this letter, USA Tel hereby represents and agrees to the following five points:
  - (A) USA Tel adopts (and agrees to be bound by) the Terms of the AT&T/Verizon arbitrated agreement for interconnection as it is in effect on the date hereof after giving effect to operation of law, and in applying the Terms, agrees that USA Tel shall be substituted in place of AT&T

Communications of the Southern States Inc. and AT&T in the Terms wherever appropriate.

- (B) Notice to USA Tel and Verizon as may be required under the Terms shall be provided as follows:

To: USA Telephone Inc. d/b/a CHOICE ONE Telecom  
Attention: Jean A. Cherubin  
1510 NE 162 Street  
Miami, FL 33162  
Telephone Number: 305-947-8383  
Facsimile Number: 305-947-8050  
Internet Address: jeancherubin@choiceonetelecom.com

To Verizon:

Director-Contract Performance & Administration  
Verizon Wholesale Markets  
600 Hidden Ridge  
HQEWMNOTICES  
Irving, TX 75038  
Telephone Number: 972-718-5988  
Facsimile Number: 972-719-1519  
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Associate General Counsel  
Verizon Wholesale Markets  
1515 N. Court House Road  
Suite 500  
Arlington, VA 22201  
Facsimile: 703-351-3664

- (C) USA Tel represents and warrants that it is a certified provider of local telecommunications service in the State of Florida, and that its adoption of the Terms will cover services in the State of Florida only.
- (D) In the event an interconnection agreement between Verizon and USA Tel is currently in effect in the State of Florida (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.

- (E) Verizon's standard pricing schedule for interconnection agreements in the State of Florida (as such schedule may be amended from time to time) (attached as Appendix 1 hereto) shall apply to USA Tel's adoption of the Terms. USA Tel should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights.
2. USA Tel's adoption of the AT&T arbitrated Terms shall become effective as of June 5, 2003. The Parties understand and agree that Verizon will file this adoption letter with the Commission promptly upon my receipt of a copy of this letter, countersigned by USA Tel as to points (A), (B), (C), (D) and (E) of paragraph 1 above. The term and termination provisions of the AT&T/Verizon agreement shall govern USA Tel's adoption of the Terms. The adoption of the Terms is currently scheduled to expire on June 17, 2003.
  3. As the Terms are being adopted by you pursuant to your statutory rights under section 252(i), Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to petition the Commission, other administrative body, or court for reconsideration or reversal of any determination made by the Commission pursuant to arbitration in Docket No. 001274, or to seek review in any way of any provisions included in these Terms as a result of USA Tel's 252(i) election.
  4. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any contractual provision required by the Commission in Docket No. 001274 (the AT&T arbitration) or any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commissions, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
  5. Verizon reserves the right to deny USA Tel's adoption and/or application of the Terms, in whole or in part, at any time:
    - (a) when the costs of providing the Terms to USA Tel are greater than the costs of providing them to AT&T;
    - (b) if the provision of the Terms to USA Tel is not technically feasible; and/or

- (c) to the extent that Verizon otherwise is not required to make the Terms available to USA Tel under applicable law.
6. For avoidance of doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("*FCC Internet Order*"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.<sup>1</sup> Accordingly, any compensation to be paid for Internet traffic will be handled pursuant to the terms of the *FCC Internet Order*, not pursuant to adoption of the Terms.<sup>2</sup> Moreover, in light of the *FCC Internet Order*, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act.<sup>3</sup> In fact, the *FCC Internet Order* made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.<sup>4</sup>
7. Should USA Tel attempt to apply the Terms in a manner that conflicts with paragraphs 3-6 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.
8. In the event that a voluntary or involuntary petition has been or is in the future filed against USA Tel under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (i) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and USA Tel's adoption of the Verizon Terms shall in no way impair such rights of Verizon; and (ii) all rights of USA Tel resulting from USA Tel's adoption of the Verizon terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any

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<sup>1</sup> Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ("*FCC Remand Order*") ¶44, remanded, *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. May 3, 2002). Although the D.C. Circuit remanded the *FCC Remand Order* to permit the FCC to clarify its reasoning, it left the order in place as governing federal law. See *WorldCom, Inc. v. FCC*, No. 01-1218, slip op. at 5 (D.C. Cir. May 3, 2002).

<sup>2</sup> For your convenience, an industry letter distributed by Verizon explaining its plans to implement the *FCC Internet Order* can be viewed at Verizon's Customer Support Website at URL [www.verizon.com/wise](http://www.verizon.com/wise) (select Verizon East Customer Support, Business Resources, Customer Documentation, Resources, Industry Letters, CLEC, May 21, 2001 Order on Remand).

<sup>3</sup> See, e.g., 47 C.F.R. Section 51.809(c).

<sup>4</sup> *FCC Internet Order* ¶ 82.

Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

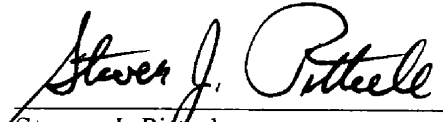


**SIGNATURE PAGE**

Please arrange for a duly authorized representative of USA Tel to sign this letter in the space provided below and return it to Verizon.

Sincerely,

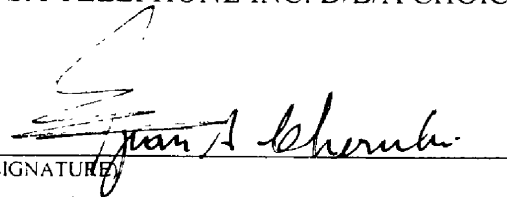
VERIZON FLORIDA INC.

  
\_\_\_\_\_  
Steven J. Pitterle  
Director – Negotiations  
Network Services

6-13-03  
Date

Reviewed and countersigned as to points A, B, C, D and E of paragraph 1:

USA TELEPHONE INC. D/B/A CHOICE ONE TELECOM

  
\_\_\_\_\_  
(SIGNATURE)  
Sean A. Cherubin  
\_\_\_\_\_  
(PRINT NAME)

6-9-03  
Date

c: R. Ragsdale – Verizon

**APPENDIX 1**<sup>1</sup>  
Ver. 1.0

**I. Rates and Charges for Transportation and Termination of Traffic**<sup>2</sup>

- A. The Reciprocal Compensation Traffic Termination rate element that applies to Reciprocal Compensation Traffic on a minute of use basis for traffic that is delivered to an End Office is **\$0.0029030**.
- B. The Reciprocal Compensation Traffic Termination rate element that applies to Reciprocal Compensation Traffic on a minute of use basis for traffic that is delivered to Tandem Switch is **\$0.0050131**.
- C. The Tandem Transiting Charge is **\$0.0020071**

Transit Service Billing Fee – Five (5) percent of the Tandem Transiting Charges assessed during the billing period for traffic exchanged with the relevant third party carrier.

Transit Service Trunking Charge – The rate for Dedicated DS1 Meet Point B (Tandem) trunk port, as set forth in the Verizon FCC Interstate Tariff No. 14 for the relevant third party carrier.

- D. Entrance Facility Charge: **See Intrastate Access Tariff**

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<sup>1</sup> 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 Terms that applies to rates, including, but not limited to, of the Reservation of Rights language 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 the Terms.

<sup>2</sup> All rates and charges specified herein are pertaining to the Interconnection provisions of the Terms.

## II. Services Available for Resale

The avoided cost discount for all Resale services is 13.04%

### Non-Recurring Charges (NRCs) for Resale Services

#### Pre-ordering

CLEC Account Establishment Per CLEC	\$273.09
Customer Record Search Per Account	\$ 11.69

#### Ordering and Provisioning

Engineered Initial Service Order (ISO) - New Service	\$311.98
Engineered Initial Service Order - As Specified	\$123.84
Engineered Subsequent Service Order	\$ 59.61
Non-Engineered Initial Service Order - New Service	\$ 42.50
Non-Engineered Initial Service Order - Changeover	\$ 21.62
Non-Engineered Initial Service Order - As Specified	\$ 82.13
Non-Engineered Subsequent Service Order	\$ 19.55
Central Office Connect	\$ 12.21
Outside Facility Connect	\$ 68.30
Manual Ordering Charge	\$ 12.17

#### Product Specific

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. No discount applies to such NRCs.

#### Custom Handling

##### Service Order Expedite:

Engineered	\$ 35.48
Non-Engineered	\$ 12.59

##### Coordinated Conversions:

ISO	\$ 17.76
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59

##### Hot Coordinated Conversion First Hour:

ISO	\$ 30.55
Central Office Connection	\$ 42.83
Outside Facility Connection	\$ 38.34

##### Hot Coordinated Conversion per Additional Quarter Hour:

ISO	\$ 6.40
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59

## Application of NRCs

### Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that USA Tel orders any service from the Terms.

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

### Ordering and Provisioning:

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from Verizon to USA Tel. Complex Services are services that require a data gathering form or has special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from Verizon to USA Tel. End-user service may remain the same or change.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental field work is required.

Manual Ordering Charge applies to orders that require Verizon to manually enter USA Tel's order into Verizon's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

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

Service Order Expedite (Engineered or Non-Engineered) applies if USA Tel requests service prior to the standard due date intervals.

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

Hot Coordinated Conversion First Hour applies if USA Tel 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.

### III. Prices for Unbundled Network Elements

#### Monthly Recurring Charges

##### Local Loop

2 Wire Analog Loop (inclusive of NID)		
Zone 1 – High	\$	16.41
Zone 2 – Medium	\$	23.33
Zone 3 – Low	\$	40.41
4 Wire Analog Loop (inclusive of NID)		
Zone 1 – High	\$	20.52
Zone 2 – Medium	\$	29.17
Zone 3 – Low	\$	50.51
2 Wire Digital Loop (inclusive of NID)		
Zone 1 – High	\$	16.41
Zone 2 – Medium	\$	23.33
Zone 3 – Low	\$	40.41
4 Wire Digital Loop (inclusive of NID)		
Zone 1 – High	\$	20.52
Zone 2 – Medium	\$	29.17
Zone 3 – Low	\$	50.51
DS-1 Loop	\$	124.40
DS-3 Loop	\$	1051.26
Supplemental Features:		
ISDN-BRI Line Loop Extender	\$	6.92
DS1 Clear Channel Capability	\$	16.00

##### Sub-Loop

2-Wire Feeder	\$	3.00 ♦
2-Wire Distribution	\$	7.50 ♦
4-Wire Feeder	\$	32.51
4-Wire Distribution	\$	32.64
2-Wire Drop	\$	2.73
4-Wire Drop	\$	3.14
Inside Wire		BFR

##### Network Interface Device (leased separately)

Basic NID:	\$	1.45 ♦
Complex (12 x) NID	\$	2.10 ♦

## Switching

Port	
Basic Analog Line Side Port	\$ 4.75 ♦
Coin Line Side Port	\$ 6.89
ISDN BRI Digital Line Side Port	\$ 12.87
DS-1 Digital Trunk Side Port	\$ 71.16
ISDN PRI Digital Trunk Side Port	\$ 248.30
Usage Charges (must purchase Port)	
Local Central Office Switching (Overall Average MOU)	\$ 0.002903
Common Shared Transport	
Transport Facility (Average MOU/ALM)	\$ 0.000001
Transport Termination (Average MOU/Term)	\$ 0.000103
Tandem Switching (Average MOU)	\$ 0.001892
Terminating to Originating Ratio	1.00

## Dedicated Transport Facilities

CLEC Dedicated Transport	
CDT 2 Wire	\$ 23.00
CDT 4 Wire	\$ 33.00
CDT DS1	
First System	\$ 135.00 ♦
Additional System	\$ 125.00 ♦
CDT DS3 Optical Interface	\$ 937.50
CDT DS3 Electrical Interface	\$ 960.00 ♦
Interoffice Dedicated Transport	
IDT DS0 Transport Facility per ALM	\$ .02
IDT DS0 Transport Termination	\$ 12.49
IDT DS1 Transport Facility per ALM	\$ .39
IDT DS1 Transport Termination	\$ 25.78
IDT DS3 Transport Facility per ALM	\$ 4.44
IDT DS3 Transport Termination	\$ 133.29
Multiplexing	
DS1 to Voice Multiplexing	\$ 187.86
DS3 to DS1 Multiplexing	\$ 305.00 ♦
DS1 Clear Channel Capability	\$ 16.00

## Unbundled Dark Fiber

Unbundled Dark Fiber Loops/Sub-Loops	
Dark Fiber Loop	\$ 67.13
Dark Fiber Sub-Loop – Feeder	\$ 53.17
Dark Fiber Sub-Loop – Distribution	\$ 13.96
Unbundled Dark Fiber Dedicated Transport	
Dark Fiber IDT –Facility	\$ 24.80
Dark Fiber IDT –Termination	\$ 6.34
Intermediate Office Cross Connect	TBD

## **UNE-P Pricing**

MRCs. The MRC for a UNE-P will generally be equal to the sum of the MRCs for the combined UNEs (e.g. the total of the UNE loop charge plus the UNE port charges in the Terms (see Note A) plus: UNE local switching (per minute originating usage plus T/O factor to determine terminating minutes) based on UNE local switching rates in the Terms plus UNE shared transport and tandem switching (based on factors for percent interoffice and tandem switch usage, plus assumed transport mileage of 10 miles and 2 terms) based on UNE shared transport rates in the Terms plus UNE Vertical Services charges (optional per line charges, if allowed by the Terms).

(Note A): UNE platforms are available in four loop/port configurations as shown below. If the price for any component of these platforms is not set forth herein, Verizon will use the ICB process to determine the appropriate price and TBD pricing shall apply.

UNE Basic Analog Voice Grade Platform consists of the following components:  
UNE 2-wire Analog loop; and  
UNE Basic Analog Line Side port

UNE ISDN BRI Platform consists of the following components:  
UNE 2-wire Digital loop; and  
UNE ISDN BRI Digital Line Side port

UNE ISDN PRI Platform consists of the following components:  
UNE DS1 loop; and  
UNE ISDN PRI Digital Trunk Side port

UNE DS1 Platform consists of the following components:  
UNE DS1 loop; and  
UNE DS1 Digital Trunk Side port

## NRCs.

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

Operator Services and Directory Assistance Services (OS/DA). If USA Tel does not initially utilize available customized routing services to re-route OS/DA calls to its own or another party's operator services platform, Verizon will bill the CLEC for OS/DA calls at a market-based ICB rate pending USA Tel's completion of a separate OS/DA agreement.

## **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).

**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**

<b>LOCAL WHOLESALE SERVICES</b>	<b>Ordering 100% Manual</b>	<b>Ordering Semi- Mech.</b>	<b>Provisioning Initial Unit</b>	<b>Add'l Unit</b>
<b>UNBUNDLED NID</b>				
Exchange - Basic	\$ 56.08	\$ 43.74	\$ 1.97	N/A
<b>SUB-LOOP</b>				
Exchange - FDI Feeder Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 46.20	\$ 24.97
Exchange - FDI Feeder Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 16.99	\$ 7.22
Exchange - FDI Distribution Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 61.90	\$ 30.36
Exchange - FDI Distribution Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 16.99	\$ 7.22
Exchange - Serving Terminal Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 28.99	\$ 15.51
Exchange - Serving Terminal Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 13.23	\$ 6.41
<b>DARK FIBER</b>				
Advanced - Service Inquiry Charge	\$249.82	\$249.82	N/A	N/A
Advanced - Interoffice Dedicated Transport - Initial	\$ 64.57	\$ 64.57	\$267.28	\$224.28
Advanced - Unbundled Loop - Initial	\$ 64.57	\$ 64.57	\$261.86	\$220.43
Advanced - Sub-Loop Feeder - Initial	\$ 64.57	\$ 64.57	\$261.84	\$220.43
Advanced - Sub-Loop Distribution - Initial	\$ 64.57	\$ 64.57	\$264.84	\$216.19
Dark Fiber Record Review (with reservations)	TBD			
Intermediate Office Cross connect	TBD			
Dark Fiber Optional Engineering Services	TBD			
<b>ENHANCED EXTENDED LINK Loop portion ( In addition, IDT and CDT charges apply if applicable to the EEL arrangement)</b>				
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
<b>Changeover Charge - (Conversion from Special Access to EELs or Transport)</b>				
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)	\$161.87	\$99.77	\$41.64	N/A
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$7.52	\$4.56	\$41.64	N/A
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

**LOOP CONDITIONING<sup>3</sup>**  
**(No charge for loops 12,000 feet or less)**

Loop Conditioning - Bridged Tap	N/A	N/A	\$318.71	\$ 34.88
Loop Conditioning - Load Coils	N/A	N/A	\$249.91	\$ -
Loop Conditioning - Load Coils / Bridged Tap	N/A	N/A	\$568.62	\$ 34.88
Loop Conditioning - Feeder - Bridged Tap	TBD	TBD	TBD	TBD
Loop Conditioning - Feeder - Load Coils	TBD	TBD	TBD	TBD
Loop Conditioning - Feeder - Load Coils / Bridged Tap	TBD	TBD	TBD	TBD
Loop Conditioning - Distribution - Bridged Tap	TBD	TBD	TBD	TBD
Loop Conditioning - Distribution - Load Coils	TBD	TBD	TBD	TBD
Loop Conditioning - Distribution - Load Coils / Bridged Tap	TBD	TBD	TBD	TBD

**ONE PLATFORM**

Exchange - Basic - Initial	\$ 31.57	\$ 22.13	\$ 28.23	\$ 26.58
Exchange - Basic - Subsequent	\$ 16.44	\$ 13.26	\$ 1.08	\$ 1.08
Exchange - Basic - Changeover	\$ 19.93	\$ 15.54	\$ 0.90	\$ 0.90
Exchange - Complex Non-Digital - Initial	\$ 41.35	\$ 27.53	\$162.41	\$ 31.70
Exchange - Complex Non-Digital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.89	\$ 5.89
Exchange - Complex Non-Digital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Non-Digital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 3.61	\$ 3.61
Exchange - Complex Non-Digital - Changeover (As Specified)	\$ 30.08	\$ 21.31	\$ 20.97	\$ 3.61
Exchange - Complex Digital - Initial	\$ 41.35	\$ 27.53	\$205.75	\$ 28.18
Exchange - Complex Digital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.15	\$ 5.15
Exchange - Complex Digital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Digital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 4.18	\$ 4.18
Exchange - Complex Digital - Changeover (As Specified)	\$ 30.08	\$ 21.31	\$ 80.98	\$ 4.18
Advanced - Complex - Initial	\$ 48.35	\$ 34.53	\$681.24	\$303.66
Advanced - Complex - Subsequent	\$ 20.82	\$ 13.26	\$ 65.81	\$ 48.47
Advanced - Complex - Changeover (As Is)	\$ 24.06	\$ 19.67	\$ 51.51	\$ 34.17
Advanced - Complex - Changeover (As Specified)	\$ 37.08	\$ 28.31	\$ 82.31	\$ 64.97

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

Advanced - Basic - Initial - DS0	\$ 127.99	\$ 93.43	\$ 767.26	N/A
Advanced - Basic - Subsequent - DS0	\$ 66.59	\$ 48.49	\$155.28	N/A
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

<sup>3</sup> These charges are interim and subject to retroactive true-up back to the Effective Date of this adoption of the Terms.

**CLEC DEDICATED TRANSPORT (CDT) (Also applies to CDT portion of an EEL arrangement)**

Entrance Facility/Dedicated Transport DS0 - Initial	\$ 127.99	\$ 93.43	\$650.96	N/A
Entrance Facility/Dedicated Transport DS0 - Subsequent	\$ 66.59	\$ 48.49	\$ 119.58	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Initial	\$ 140.52	\$ 105.96	\$692.19	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Subsequent	\$ 66.59	\$ 48.49	\$ 122.07	N/A
Clear Channel Capability	N/A	N/A	\$90.00	N/A

**SIGNALING SYSTEM 7 (SS7)**

Facilities and Trunks - Initial	\$237.67	\$205.19	\$568.54	N/A
Facilities and Trunks - Subsequent (with Engineering Review)	\$ 71.58	\$ 55.23	\$213.12	N/A
Facilities and Trunks - Subsequent (w/o Engineering Review)	\$ 71.58	\$ 55.23	\$ 67.28	N/A
Trunks Only - Initial	\$126.13	\$ 93.65	\$505.41	N/A
Trunks Only - Subsequent (with Engineering Review)	\$ 49.46	\$ 33.11	\$202.03	N/A
Trunks Only - Subsequent (w/o Engineering Review)	\$ 49.46	\$ 33.11	\$ 67.28	N/A
STP Ports (SS7 Links)	\$237.67	\$205.19	\$438.81	N/A

**CUSTOMIZED ROUTING****BFR BFR BFR BFR****EXPEDITES - Other**

UNE Loop/Port	4.57	4.57	N/A	
Network Wholesale Products - Dedicated Transport/SS7/Dark Fiber	\$65.16	\$65.16	N/A	N/A

**OTHER**

Design Change Charge - EELs and Transport	\$27.00	\$27.00	N/A	N/A
CLEC Account Establishment (per CLEC)	\$166.32	\$166.32	N/A	N/A

**LINE SHARING - CLEC OWNED SPLITTER**

CLEC Splitter Connection - Initial	\$ 32.19	\$ 22.52	\$ 53.04	\$ 47.29
CLEC Splitter Connection - Subsequent	\$ 13.24	\$ 9.83	\$ 14.49	\$ 13.53

## Application of NRCs

### Preordering:

CLEC Account Establishment is a one-time charge applied the first time that USA Tel orders any service from the Terms.

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

### 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.

Service Inquiry – Dark Fiber applies per service inquiry when a CLEC requests Verizon to determine the availability of dark fiber on a specific route.

#### 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 USA Tel requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

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

Hot Coordinated Conversion First Hour applies if USA Tel 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.

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

**IV. Rates and Charges for 911**

	<b>Non-Recurring Charge</b>	<b>Monthly Recurring Charge</b>
DS1	Tariff	Tariff
DSO 911 Trunk	Tariff	Tariff
E911 Selective Router Ports		
Ports Per Trunk	\$260.00	\$30.00
Wireless Additive Per Port	N/A	\$13.00
ALI Database Services		
Centralized ALI Port Per System (for third party data--Note 1)	\$200.00	\$62.00
PSALI Software Per Package	\$790.80	\$20.00
ALI Gateway/DMARCS Service	\$135.00	\$36.00
Selective Router Boundary Maps Per Map	\$125.00	N/A
MSAG Copies via Diskette/Electronic		
Per County First Copy Per Order	\$276.00	N/A
Daily Updates	\$ 37.00	N/A

**V. Collocation Rates**

See FL Intrastate Access Tariff, Section 19, Collocation Service



Marsha E. Rule  
Senior Attorney

Suite 700  
101 N. Monroe Street  
Tallahassee FL 32301  
850 425-6365  
FAX 850 425-6361

July 21, 2000

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RECORDING AND  
REPORTING

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

*001274 TP*

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,

AT&T Communications of the Southern States, Inc. ("AT&T") hereby submits the attached voluntary agreement entitled "Interim Interconnection Agreement between GTE Florida Incorporated ("GTE") and AT&T Communications of the Southern States, Inc." (the "Agreement") for filing and approval under Section 252 of the Telecommunications Act of 1996. Pursuant to Section 252 (e) of the Act, all agreements concerning access, interconnection, unbundling and network termination adopted by negotiations or arbitration, must be submitted to the Commission for review and approval. The Agreement is interim and provides for AT&T and GTE to continue their interconnection arrangement pursuant to the Interconnection, Resale, and Unbundling Agreement between AT&T and GTE (the "Underlying Agreement") approved by Order No. PSC-97-0585-FOF-TP (May 22, 1997) in the above referenced proceeding.

AT&T and GTE are currently engaged in good faith negotiations to replace the Underlying Agreement with a new interconnection agreement. However, negotiations between GTE and AT&T will not be completed before July 17, 2000, the date that GTE contends the Underlying Agreement ended. The Agreement continues the interconnection between AT&T and GTE from July 18 through January 17, 2001, or until such time, if sooner, that the Commission has approved a new interconnection agreement.

The Agreement meets the standards contained in 47 U.S.C. 252 (e) (2) in that (a) the Agreement does not discriminate against a telecommunications carrier not a party to the agreement and (b) implementation of the Agreement will be consistent with the

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FPSC-BUREAU OF RECORDS

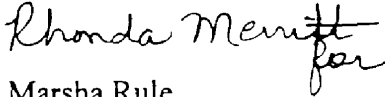


Mrs. Bayo  
July 21, 2000  
Page 2

public interest, convenience, and necessity. The Agreement continues in place the interconnection arrangements between AT&T and GTE that the Commission previously approved by Order No. PSC-97-0585-FOF-TP. The Agreement ensures that there will be no interruption of services mutually provided by AT&T and GTE to their customers and therefore, promotes the public interest, convenience and necessity.

By agreement between AT&T and GTE, only one party to the Agreement is filing this letter. AT&T and GTE request that the Commission not modify, supplement, suspend, or otherwise delay implementation of the Agreement.

Sincerely,

  
Marsha Rule

Enclosure

cc: GTE Florida Inc.

**INTERIM INTERCONNECTION AGREEMENT  
BETWEEN  
GTE FLORIDA INCORPORATED  
AND  
AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC.**

**THIS INTERCONNECTION AGREEMENT** (the "Agreement") is entered into on this 26th day of June, 2000, by and between GTE Florida Incorporated ("GTE") and AT&T Communications of the Southern States, Inc. ("AT&T") (GTE and AT&T being referred to collectively as the "Parties" and individually as a "Party"). This Agreement pertains to services provided by GTE and AT&T in the state of Florida (the "State"). This Agreement is subject to approval of the Florida Public Service Commission ("FPSC"). The Parties intend that, regardless of when this Agreement is approved by the FPSC, the effective date of this Agreement shall be July 18, 2000 (the "Effective Date").

**RECITALS**

**WHEREAS**, the Parties have previously entered in the Interconnection, Resale and Unbundling Agreement (the "Underlying Agreement") pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act");

**WHEREAS**, the Underlying Agreement was approved by the FPSC in Order No. PSC-97-0585-FOF-TP dated, May 22, 1997, in FPSC Docket No. 960847-TP;

**WHEREAS**, GTE and AT&T are currently in good faith negotiations regarding an interconnection agreement pursuant to Section 251 and 252 of the Act to replace the Underlying Agreement with a new interconnection agreement (the "New Interconnection Agreement");

**WHEREAS**, negotiations between GTE and AT&T under Section 252 of the Act for the New Interconnection Agreement will not be completed before July 17, 2000, the date on which GTE contends the Underlying Agreement will terminate (the "Termination Date");

**WHEREAS**, AT&T maintains that interruption of the interconnection between AT&T and GTE under the Underlying Agreement is impermissible under state and federal law, even though GTE contends that the Underlying Agreement will terminate on the Termination Date, and

**WHEREAS**, in light of the foregoing, and subject to the terms and conditions set forth herein, the Parties agree that this Agreement shall be effective beginning July 18, 2000 (the "Effective Date"), and that the Parties shall have all rights as outlined in the Underlying Agreement pursuant to this Agreement.

**AGREEMENT**

**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. Except to the extent inconsistent with the terms and conditions set forth herein, the terms and conditions of the Underlying Agreement are hereby incorporated in their entirety by this reference into this Agreement. All obligations under the Underlying Agreement which expressly survive the termination thereof shall also survive the termination of this Agreement. If any provision in the Underlying Agreement conflicts with this Agreement, this Agreement shall control.

2. The term of this Agreement shall become effective on the Effective Date and shall terminate on January 17, 2001. This Agreement shall be subject to termination by either Party for any of the grounds specified for termination under the Underlying Agreement, or in the event that the FPSC has approved the New Interconnection Agreement prior to January 17, 2001. The Parties have agreed to allow this Agreement to become effective upon execution in order to continue their interconnection prior to approval by the Commission. In light of this, the Parties hereby agree that their obligations pursuant to this Agreement shall remain in effect during the period between the Termination Date and the date when the FPSC approves this Agreement, notwithstanding the Commission's possible initial rejection thereof during such period.

3. By entering into this Agreement, the Parties do not waive any right, and hereby expressly reserve each and all of their rights, to challenge and/or defend the legality of the Underlying Agreement.<sup>1</sup> In addition, subject to the limitations and requirements of Paragraph 5 of this Agreement, by entering into this Agreement, GTE does not waive, and hereby expressly reserves, its rights to assert or continue to assert that: (1) certain of the arbitrated rates, charges and terms included in the Underlying Agreement ("Arbitrated Terms") are unlawful, illegal and improper, including, without limitation, the positions stated in any pending or future GTE court challenge regarding certain of the Arbitrated Terms; (2) the Arbitrated Terms do not afford GTE the opportunity to recover its actual costs, as mandated by the Act and applicable law; (3) the Arbitrated Terms should not become effective until such time as the Commission has established an explicit, specific, predictable, sufficient and competitively neutral universal service mechanism that provides GTE the opportunity to recover its actual costs; (4) certain provisions of the FCC's First, Second, Third and Fourth Report and Order in FCC Docket No. 96-98 and other FCC orders or rules (collectively, the "FCC Orders") are unlawful, illegal and improper; and (5) the Arbitrated Terms and any subsequent adjusted or modified terms, rates, or charges described in paragraph 6 are further subject to change and/or modification retroactive to the effective date of this Agreement resulting from future orders or decisions of any commission, court or other governmental authority having competent jurisdiction that address the following: (a) GTE's unrecovered costs (e.g., actual costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's interim universal service support charge)); (b) the establishment of a competitively neutral universal service system; (c) any and all actions seeking to invalidate, stay, vacate or otherwise modify any FCC Order in effect as of the effective date, or during the term, of this Agreement which impact the Arbitrated Terms, or any subsequent adjusted or modified terms, rates or charges (or the methodology from which they were derived), including, without limitation, the current appeal of the FCC pricing rules pending before the Eighth Circuit Court of Appeals (See Docket No. 96-321) and any appeal of the FCC's new UNE rules; or (d) any other relevant appeal or litigation. By entering into this

1.

<sup>1</sup> The Parties' reservation of rights and positions regarding the Underlying Agreement are reiterated as if fully set forth herein. In addition, except as otherwise set forth herein, the Parties further expressly reserve their rights in the event that the terms and conditions of the Underlying Agreement are impacted due to changes in legal requirements.

Agreement, AT&T neither agrees with such assertions or contentions of GTE, nor waives and hereby expressly reserves all of its rights to oppose or continue to oppose any and all such assertions or contentions by GTE.

4. GTE expressly reserves its past, present and future rights to challenge and seek review of any and all Arbitrated Terms or any permanent rates, charges or terms established in FPSC Docket No. 990649-TP or any other proceeding, in any court or commission of competent jurisdiction or other available forum. AT&T likewise expressly reserves its past, present and future rights to challenge and seek review of any and all Arbitrated Terms or any permanent rates, charges or terms established in Docket No. 990649-TP or any other proceeding, in any court or commission of competent jurisdiction or other available forum.

5. By entering into this Agreement, the Parties do not waive, and hereby expressly reserve, their respective rights to continue to assert that: (a) ESP/ISP traffic (i.e., any traffic bound to any enhanced service provider or Internet service provider) is (or is not) traffic (local or otherwise) for which reciprocal compensation is due under Section 251(b)(5) of the Act and/or Part 51, Subpart H of the FCC Rules; and/or (b) that the Party originating such traffic is (or is not) otherwise obligated to pay the local terminating switching rate for such traffic to the other Party.

6. Except as set forth in paragraph 7, if the Arbitrated Terms or any subsequent permanent rates, terms or charges, or the methodology from which they were derived, are deemed unlawful, are stayed or enjoined, or are adjusted or otherwise modified, in whole or in part, by the FPSC in Docket No. 990649-TP or by any commission, court or other governmental authority having competent jurisdiction in any other rate proceeding, then the Parties shall implement such changes or amendments as follows: Any adjusted or modified rates and charges established pursuant to, or in accordance with, an applicable order ("Original Order") shall be applied prospectively pending the issuance of a final, binding and non-appealable order in the subject proceeding. At such time as an applicable order becomes final, binding and non-appealable, the adjusted or modified rates and charges established therein shall be applied retroactively to the effective date of the Original Order, and the Parties will true-up any resulting over or under billing (the period to which the true-up applies shall be limited to the effective date of the Original Order through the expiration or termination date of this Agreement). Such true-up payments, if any, shall also include interest computed at the prime rate of the Bank of America, N.A. in effect at the date of said final, binding and non-appealable order. Any underpayment shall be paid, and any overpayment shall be refunded, within forty-five (45) business days after the date on which such order becomes final, binding and non-appealable. The Parties agree that the provisions of this Paragraph 6 shall survive the termination, rescission, modification or expiration of this Agreement without limit as to time, and that, except as set forth in paragraph 7, in the event the FPSC establishes permanent rates or charges in any rate proceeding after this Agreement terminates or expires, nothing contained herein shall prohibit a true-up of the effected rates and charges retroactive to the effective date of the Original Order as contemplated by this Paragraph 6 (the period to which the true-up applies shall be limited to the effective date of the Original Order through the expiration or termination date of this Agreement). AT&T and GTE acknowledge that either Party may seek to enforce the provisions of this Paragraph 6 before a commission or court of competent jurisdiction.

7. With respect to the interim deaveraged UNE rates established in Docket No. 990649-TP, the Parties agree that such rates are interim and that they will apply such adjusted and/or modified rates consistent with the terms of Order No. PSC-00-0380-S-TP and the Joint Stipulation incorporated therein. The Parties further agree that, consistent with the Joint Stipulation, such interim deaveraged UNE rates will not be subject to retroactive true-up once the FPSC establishes permanent deaveraged UNE rates in Docket No. 990649-TP.

8. This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

9. This Agreement shall be solely governed by and interpreted under applicable federal law and Florida law, without regard for any choice of law principles in Florida law.

10. This Agreement may be signed in counterparts and may be transmitted by facsimile.

**IN WITNESS WHEREOF**, each Party has executed this Agreement and it shall be effective upon the date of execution by both Parties.

GTE FLORIDA  
INCORPORATED

AT&T COMMUNICATIONS OF  
THE SOUTHERN STATES, INC.

By: Connie Nicholas

By: Michael F. Hydock

Name: Connie Nicholas

Name: Michael F. Hydock

Title: AVP Wholesale Markets -  
Interconnection

Title: District Manager, ICA Contract  
Negotiations

APPROVED BY LEGAL DEPT.	
<u>TOP</u>	<u>6/26/00</u>
ATTORNEY	DATE