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September 9, 2003

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

RECEIVED FPSC  
SEP - 9 AM 10:35  
COMMISSION  
CLERK

030893-TP

Re: Docket No.  
Petition of Verizon Florida Inc. for Approval of Amendment No. 2 to  
Interconnection, Unbundling, Resale and Collocation Agreement with  
OnePoint Communications Georgia, L.L.C. d/b/a Verizon Avenue

Dear Ms. Bayo:

Please find enclosed an original and five copies of Verizon Florida Inc.'s Petition for  
Approval of Amendment No. 2 to Interconnection, Unbundling, Resale and Collocation  
Agreement with OnePoint Communications Georgia, L.L.C. d/b/a Verizon Avenue.  
The amendment consists of four 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) 483-1256.

Sincerely,

*Richard A. Chapkis*  
Richard Chapkis

RECEIVED & FILED  
*in*  
FPSC-BUREAU OF RECORDS

RC:tas  
Enclosures

DOCUMENT NUMBER-DATE

08468 SEP-98

FPSC-COMMISSION CLERK

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition of Verizon Florida Inc. for Approval )  
of Amendment No. 2 to Interconnection, Unbundling, )  
Resale and Collocation Agreement with OnePoint )  
Communications Georgia, L.L.C. d/b/a Verizon Avenue) )

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Docket No. *030893-TP*  
Filed: September 9, 2003

**PETITION OF VERIZON FLORIDA INC. FOR APPROVAL OF  
AMENDMENT NO. 2 TO INTERCONNECTION, UNBUNDLING, RESALE AND  
COLLOCATION AGREEMENT WITH ONEPOINT COMMUNICATIONS GEORGIA, L.L.C.  
D/B/A VERIZON AVENUE**

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 its interconnection, unbundling, resale and collocation agreement with OnePoint Communications Georgia, L.L.C. d/b/a Verizon Avenue (Verizon Avenue). In support of this petition, Verizon states:

The Verizon/Verizon Avenue agreement was approved by the Commission on September 14, 2001 in Docket No. 010855-TP. The attached amendment provides for the addition of the Central Office Remote Terminal ("CORT") Report and associated nonrecurring charge as shown on Appendix A to the Amendment.

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 September 9, 2003.

By: *Richard A. Chapkis*

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

Attorney for Verizon Florida Inc.

DOCUMENT NUMBER-DATE

08468 SEP-98

FPSC-COMMISSION CLERK

**AMENDMENT NO. 2**

**to the**

**INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT**

**between**

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

**and**

**ONEPOINT COMMUNICATIONS GEORGIA, L.L.C., D/B/A VERIZON AVENUE**

THIS AMENDMENT No. 2 (this "Amendment") is made this 3rd day of August 2003 (the "Effective Date"), by and between Verizon Florida Inc. f/k/a GTE Florida Incorporated, a Florida corporation ("Verizon") with its principal place of business at 201 N. Franklin Street Tampa, FL 33602-5167 and OnePoint Communications Georgia, L.L.C. d/b/a Verizon Avenue, a Limited Liability Company organized under the laws of the State of Delaware ("VZA") with its principal place of business at 12901 Worldgate Herndon, VA 20170. (Verizon and VZA may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). This Amendment covers services in the State of Florida (the "State").

**WITNESSETH:**

**WHEREAS**, Verizon and VZA are Parties to an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996 filed with the Commission dated June 14, 2001 (the "Agreement").

**WHEREAS**, subsequent to the approval of the Agreement, VZA notified Verizon that it desired to amend the Agreement as set forth herein; and

**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. Central Office Remote Terminal Report Terms. The Parties agree that the Terms should be amended by the addition of the Central Office Remote Terminal ("CORT") Report and the associated nonrecurring charge attached hereto as Appendix A, which terms shall govern the provisions of CORT Report service.

2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement 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 Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. 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.

4. 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.

5. Joint Work Product. This Amendment is the joint work product of the Parties and, in the case of any ambiguities with respect to the terms hereof, no inferences shall be drawn against either Party on account of it being the "drafter" hereof.

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

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Effective Date.

**ONEPOINT COMMUNICATIONS GEORGIA,  
L.L.C., D/B/A VERIZON AVENUE**

**VERIZON FLORIDA INC.**

By: William F. Wallace

By: Jeffery A. Masoner

Printed: WILLIAM F. WALLACE

Printed: Jeffery A. Masoner

Title: PRESIDENT & CEO

Title: Vice president - Interconnection Services  
Policy & Planning \_\_\_\_\_

Date: 28 JULY 2003

Date: 8/15/03

## APPENDIX A

Upon submission of a completed Collocation Remote Terminal Equipment Enclosure (CRTEE) application specifying that VZA desires a Central Office Remote Terminal (CORT) report for a specifically identified Verizon central office, Verizon will provide VZA with a CORT report for the central office identified to Verizon by VZA, by conducting a record search and returning to VZA a list of the remote terminals subtending the identified central office, the address of each remote terminal, the remote terminals CLLI codes, the addresses of the end-user locations subtending each remote terminal, the number of terminating lines fed by each remote terminal and the type of feeder cable (copper/fiber) of each remote terminal. Verizon will assess (and VZA shall promptly pay) the nonrecurring charge set forth below for processing each request for a CORT report, on a per central office basis.

### Nonrecurring Charge

Central Office Remote Terminal (CORT) report  
Per Request, per central office

\$ ICB

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of Verizon Florida Inc.'s Petition For Approval of Amendment No. 2 to Interconnection, Unbundling, Resale and Collocation Agreement with OnePoint Communications Georgia, L.L.C. d/b/a Verizon Avenue was sent via overnight delivery(\*) on September 8, 2003 and U.S. mail(\*\*) on September 9, 2003 to:

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

OnePoint Communications Georgia, L.L.C.(\*\*)  
d/b/a Verizon Avenue  
Attention: Paul D. Miller  
Director of Carrier Relations and Operations Planning  
12901 Worldgate Drive, 6<sup>th</sup> Floor  
Herndon, VA 20170

*Richard A. Chapkis*

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Richard Chapkis