

ORIGINAL

D30982-TP  
✓  
**verizon**

Richard A. Chapkis  
Vice President and General Counsel, Southeast Region  
Legal Department

FLTC0007  
201 North Franklin Street (33602)  
Post Office Box 110  
Tampa, Florida 33601-0110

Phone 813 483-1256  
Fax 813 273-9825  
richard.chapkis@verizon.com

October 13, 2003

RECEIVED-HPSC  
OCT 13 AM 10:25  
COMMISSION  
CLERK

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

Re: Docket No.  
Petition of Verizon Florida Inc. for Approval of Amendment No. 1 to  
Interconnection, Resale, Unbundling and Collocation Agreement with  
TCG South Florida

Dear Ms. Bayo:

Please find enclosed an original and five copies of Verizon Florida Inc.'s Petition for  
Approval of Amendment No. 1 to the Interconnection, Resale, Unbundling and  
Collocation Agreement with TCG South Florida. 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 A. Chapkis

RAC:tas  
Enclosures

RECEIVED & FILED

*Th*

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

89969 OCT 13 03

FPSC-COMMISSION CLERK

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition of Verizon Florida Inc. for Approval )  
of Amendment No. 1 to Interconnection, Resale, )  
Unbundling and Collocation Agreement with )  
TCG South Florida )  
\_\_\_\_\_ )

Docket No.  
Filed: October 13, 2003

**PETITION OF VERIZON FLORIDA INC. FOR APPROVAL OF  
AMENDMENT NO. 1 TO INTERCONNECTION, RESELL, UNBUNDLING AND  
COLLOCATION AGREEMENT WITH TCG SOUTH FLORIDA**

Verizon Florida Inc. (Verizon), formerly known as GTE Florida Incorporated, files this petition before the Florida Public Service Commission (Commission) seeking approval of Amendment No. 1 to the interconnection, resale, unbundling and collocation agreement with TCG South Florida (TCG). In support of this petition, Verizon states:

TCG adopted the Verizon/AT&T interconnection agreement in Docket No. 960847-TP pursuant to the attached adoption letter dated February 20, 1998. The attached amendment provides for "Line Splitting" and modifies Attachment 2 (Service Description Unbundled Network Elements) of the agreement.

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 October 13, 2003.

By: Richard A. Chapkis  
Richard A. Chapkis  
P. O. Box 110, FLTC0717  
Tampa, Florida 33601-0110  
Telephone No. (813) 483-1256

Attorney for Verizon Florida Inc.

DOCUMENT FILED  
09969 OCT 13 6  
FPSC-COMMISSION CLERK

**AMENDMENT NO. 1**

**to the**

**INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT**

**between**

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

**and**

**TCG SOUTH FLORIDA**

This Amendment No. 1 (this "Amendment") shall be deemed effective on and as of May 30, 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 TCG South Florida ("TCG") with its principal place of business at One AT&T Way, Bedminster, NJ 07921. Verizon and TCG are referred to herein collectively as the "Parties" and individually as a "Party". This Amendment covers services in the Verizon service territory in the State of Florida (the "State").

**WITNESSETH:**

**WHEREAS**, pursuant to an adoption letter dated February 20, 1998, TCG adopted in the State of Florida, the interconnection agreement between AT&T Communications of the Southern States, Inc. and VERIZON (the "Terms"); and

**WHEREAS**, TCG has requested that the Parties amend the Terms to provide for "Line Splitting" (as defined herein); and

**WHEREAS**, Verizon is prepared to provide for Line Splitting on the terms and conditions set forth herein but, notwithstanding any other provision of this Amendment or otherwise, only to the extent required by Applicable Law (which term, for the avoidance of any doubt, includes, without limitation, the impending rules, once they become effective and, as they are amended and in effect from time to time, of the FCC in CC Docket Nos. 01-338, 96-98 and 98-147).

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

- 1) Amendment to the Terms. The Parties amend the Terms as follows:

- a) The following paragraph shall be added to Attachment 2 (Service Description Unbundled Network Elements) of the Terms:

### **3.6 Line Splitting**

TCG may provide integrated voice and data services over the same Loop by engaging in "Line Splitting" as set forth in paragraph 18 of the FCC's Line Sharing Reconsideration Order (CC Docket Nos. 98-147, 96-98), released January 19, 2001. Any Line Splitting between TCG and another CLEC shall be accomplished by prior negotiated arrangement between those CLECs. To achieve a Line Splitting capability, TCG may utilize supporting Verizon OSS to order and combine in a Line Splitting configuration an unbundled xDSL Compatible Loop terminated to a collocated splitter and Digital Subscriber Line Access Multiplexer ("DSLAM") equipment provided by its data partner (or itself), unbundled switching combined with shared transport, collocator-to-collocator connections, and available cross-connects, under the terms and conditions set forth in their respective interconnection agreement(s). TCG shall provide Verizon with the information required by FCC Rules regarding the type of xDSL technology that it deploys on each loop facility employed in Line Splitting. Unless the Parties agree otherwise, this information will be conveyed by the Network Channel/Network Channel Interface Code (NC/NCI) or equivalent. TCG or its data partner shall provide any splitters used in a Line Splitting configuration. To the extent TCG seeks to migrate an existing UNE-P configurations to a Line Splitting configuration using the same Network Elements utilized in the pre-existing UNE-P arrangement, it may do so consistent with such implementation schedules, terms, conditions and guidelines as are agreed upon for such migrations in the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127, allowing for local jurisdictional and OSS differences. Notwithstanding any provision of this Agreement or otherwise, the foregoing Verizon obligations (and CLEC rights) in connection with Line Splitting shall apply only to the extent Verizon is required to undertake such obligations and the CLECs have such rights, in each case under Applicable Law. Without limiting Verizon's rights pursuant to Applicable Law or any other section of the Agreement to terminate its provision of Line Splitting (or an applicable network element) and, notwithstanding any other provision of this Agreement or otherwise, if Verizon provides Line Splitting to TCG, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such Line Splitting arrangement (or an applicable network element), Verizon may terminate its provision of such Line Splitting arrangement (or applicable network element) to TCG on prior written notice thereof provided after the relevant determination becomes effective (provided, however, that the number of days' notice shall be the period, if any, prescribed by the Commission, the FCC, a court or other governmental body of appropriate jurisdiction in its determination and, in the absence of a prescribed period, shall be thirty (30) days)."

- b) The following definitions shall be added to Attachment 11 of the Terms:

"UNE Platform" is a combination of a Loop (including the NID), a Local Switching port, transport unbundled network elements and other Network Elements, if any, Verizon is required under Applicable Law to provide as part of UNE-Platform and which are used to provide circuit-switched voice service. There is no collocation requirement associated with TCG's access of UNE-Platform as defined herein."

"xDSL" is as defined and offered in this Agreement. The small "x" before the letters DSL signifies reference to DSL as a generic transmission technology, as opposed to a specific DSL "flavor."

c) Limitations. Notwithstanding anything set forth in the Terms:

(i) Nothing contained in the Terms or this Amendment shall be deemed to constitute an agreement by Verizon that any item identified in the Terms or this Amendment as a network element is (A) a network element under Applicable Law, or (B) a network element Verizon is required by Applicable Law to provide to TCG on an unbundled basis. Nothing contained in the Terms or this Amendment shall limit Verizon's or TCG's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Florida Public Service Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect Verizon's obligations or TCG's rights under the Terms, this Amendment or Applicable Law.

(ii) Notwithstanding anything set forth in the Terms, this Amendment or otherwise, Verizon shall be required to provide Line Splitting (or a network element on an unbundled basis) only where necessary facilities are available.

(d) Notwithstanding anything else set forth in the Terms or this Amendment and subject to the conditions set forth in Section 1(c) of this Amendment:

(i) Verizon shall provide access to Line Splitting subject to charges based on rates and/or rate structures that are consistent with Applicable Law (rates and/or rate structures for access to Line Splitting, collectively, the "Rates" and, individually, a "Rate"). These Rates are as Verizon communicated to AT&T in a December 31, 2001 industry letter titled "UNE Rates for Existing Interconnection Agreements," as amended from time to time, and shall apply until such time as they are replaced by new rates as may be approved or allowed to go into effect by the Florida Public Service Commission or the FCC from time to time, subject however, to any stay or other order issued by any court of competent jurisdiction for the State of Florida.

- 2) 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 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) Scope of Amendment. This Amendment shall amend, modify and revise the Terms 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 Terms shall remain in full force and effect after the Effective Date.

**SIGNATURE PAGE**

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

**TCG SOUTH FLORIDA**

**VERIZON FLORIDA INC.**

By: Cynthia Batchelder

By: Jeffrey A. Masoner

Printed: Cynthia Batchelder

Printed: Jeffrey A. Masoner

Title: Regional Vice President – Local Services and Access Management

Title: Vice President – Interconnection Services Policy and Planning

Date: Aug 12, 2003

Date: 9/23/03

Cornie E. Nicholas  
Assistant Vice President  
Wholesale Markets-Interconnection



**GTE Network  
Services**

HQE03N59  
600 Hidden Ridge  
P.O. Box 152092  
Irving, TX 75038  
972/718-4586  
FAX 972/719-1523

February 20, 1998

Mr. James R. Washington  
Vice President - Access Management  
Teleport Communications Group Inc.  
429 Ridge Road  
Dayton, New Jersey 08810

Dear Mr. Washington:

We have received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996, you wish to adopt the terms of the arbitrated Interconnection Agreement between AT&T and GTE that was approved by the Commission as an effective agreement in the State of Florida in Docket No. PCS-97-0064-FOF-TP ("Terms"). I understand you have a copy of the Terms.

As these Terms are being adopted by you pursuant to your statutory rights under section 252(i), GTE does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by GTE of the Terms does not in any way constitute a waiver by GTE of its position as to the illegality or unreasonableness of the Terms or a portion thereof, nor does it constitute a waiver by GTE 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. PCS-97-0064-FOF-TP, or to seek review in any way of any provisions included in these Terms as a result of TCG South Florida ("TCG") 252(i) election.

Nothing herein shall be construed as or is intended to be a concession or admission by either GTE or TCG that any contractual provision required by the Commission in Docket No. PCS-97-0064-FOF-TP (the AT&T arbitration) or any provision in the Terms complies with the rights and duties imposed by the Telecommunications Act of 1996, the decision of the FCC and the Commissions, the decisions of the courts, or other law, and both GTE and TCG expressly reserve their full right to assert and pursue claims arising from or related to the Terms. GTE contends that certain provisions of the Terms may be void or unenforceable as a result of the July 18, 1997 and October 14, 1997, decisions of the United States Eighth Circuit Court of Appeals.



Mr. James R. Washington  
February 20, 1998  
Page 2

Should TCG attempt to apply such conflicting provisions, GTE reserves its rights to seek appropriate legal and/or equitable relief. Should any provision of the Terms be modified, such modification would likewise automatically apply to this 252 (i) adoption.

Please indicate by your countersignature on this letter your understanding of and commitment to the following three points:

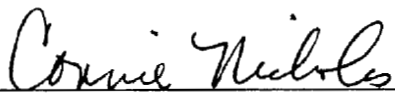
(A) TCG adopts the Terms of the AT&T arbitrated agreement for interconnection with GTE and in applying the Terms, agrees that TCG be substituted in place of "AT&T" in the Terms wherever the latter appears.

(B) TCG requests that notice to TCG as may be required under the Terms shall be provided as follows:

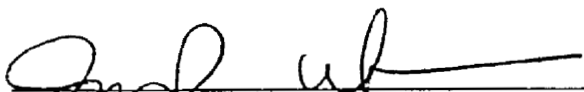
To : TCG South Florida  
Attention: Thomas J. Schroeder  
429 Ridge Road  
Dayton, New Jersey 08810


(C) TCG represents and warrants that it is a certified provider of local dialtone service in the State of Florida, and that its adoption of the Terms will cover services in the State of Florida only.

Sincerely,

  
\_\_\_\_\_  
GTE Florida Incorporated  
Connie E. Nicholas  
Assistant Vice President  
Wholesale Markets - Interconnection

Reviewed and countersigned as to points A, B, and C:

  
\_\_\_\_\_  
TCG South Florida

APPROVED AS TO FORM  
LEGAL DEPARTMENT  
DATE 2/24/98 BY 

Mr. James R. Washington  
February 20, 1998  
Page 3

c: G. Everhart - HQE01G51 - Irving, TX  
R. Vogelzang - HQE03J41 - Irving, TX  
S. Jones - HQE01G33 - Irving, TX  
M. Marczyk - FLTC0009 - Tampa, FL  
A. Lassen - HQW01N93 - Irving, TX

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of Verizon Florida Inc.'s Petition For Approval of Amendment No.1 to the Interconnection, Resale, Unbundling and Collocation Agreement with TCG South Florida was sent via overnight delivery(\*) on October 10, 2003 and U.S. mail(\*\*) on October 13, 2003 to:

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

AT&T Communications of the Southern States, Inc.(\*\*)  
Attention: Steve Sisk  
Local Services-Negotiations  
Eastern Region  
3033 Chain Bridge Road  
Oakton, VA 22185

*Richard A. Chapkis*

---

Richard A. Chapkis