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



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

October 13, 2003

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

Docket No. Re:

> Petition of Verizon Florida Inc. for Approval of Amendment No. 2 to Interim Interconnection Agreement with AT&T Communications of the Southern States, Inc.

Dear Ms. Bayo:

Please find enclosed an original and five copies of Verizon Florida Inc.'s Petition for Approval of Amendment No. 2 to Interim Interconnection Agreement with AT&T Communications of the Southern States, Inc. 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 M. Chaptels Richard A. Chapkis

RAC:tas **Enclosures**

RECENTED & FILED

EPSC-BUREAU OF RECORDS

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Verizon Florida Inc. for Approval) of Amendment No. 2 to Interim Interconnection) Agreement with AT&T Communications of the Southern States, Inc.

Docket No. Filed: October 13, 2003

PETITION OF VERIZON FLORIDA INC. FOR APPROVAL OF AMENDMENT NO. 2 TO INTERIM INTERCONNECTION AGREEMENT WITH AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC.

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. 2 to the interim interconnection agreement with AT&T Communications of the Southern States, Inc. (AT&T). In support of this petition, Verizon states:

The Verizon/AT&T interim interconnection agreement (copy attached) was approved by the Commission by Order No. PSC-00-1776-FOF-TP issued September 28, 2000 in Docket No. 001274-TP. 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
P. O. Box 110, FLTC0717
Tampa, Florida 33601-0110
Telephone No. (813) 483-1256

Attorney for Verizon Florida Inc.

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AMENDMENT NO. 2

to the

INTERIM INTERCONNECTION AGREEMENT

between

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

and

AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC.

This Amendment No. 2 (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 AT&T Communications of the Southern States, Inc. ("AT&T") with its principal place of business at One AT&T Way, Bedminster, NJ 07921. Verizon and AT&T 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, Verizon and AT&T previously entered into an interconnection agreement, under Sections 251 and 252 of the Telecommunications Act of 1996, dated as of July 18, 1997 (the "Original Agreement"); and

WHEREAS, pursuant to the term and termination provisions of the Original Agreement, Verizon took steps to cause the Original Agreement to terminate effective July 17, 2000;

WHEREAS, the Parties subsequently entered into an interconnection agreement effective July 18, 2000 (the "Agreement"), thereby permitting AT&T to continue operating, subject to the terms and conditions of the Agreement, under the terms of the Original Agreement;

WHEREAS, when the Agreement expired pursuant to its terms on January 17, 2001, the Parties further agreed to enter into a First Amendment, extending the termination date pursuant to its terms;

WHEREAS, AT&T has requested that the Parties amend the Agreement to provide for "Line Splitting" (as defined herein); and

VerizonFlorida/AT&T-

Amend No 2

Line Splitting Amendment

5/30/03

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 Agreement. The Parties amend the Agreement as follows:
 - a) The following paragraphs shall be added to Attachment 2 (Service Description Unbundled Network Elements) of the Agreement:

3.6 Line Splitting

AT&T 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 AT&T and another CLEC shall be accomplished by prior negotiated arrangement between those CLECs. To achieve a Line Splitting capability, AT&T 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). AT&T 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. AT&T or its data partner shall provide any splitters used in a Line Splitting configuration. To the extent AT&T 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

VenzonFlonda/AT&T-

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 AT&T, 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 arrangements (or an applicable network element), Verizon may terminate its provision of such Line Splitting arrangements (or applicable network element) to AT&T 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 Agreement:

"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 AT&T'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) <u>Limitations</u>. Notwithstanding anything set forth in the Agreement:

(i) Nothing contained in the Agreement or this Amendment shall be deemed to constitute an agreement by Verizon that any item identified in the Agreement 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 AT&T on an unbundled basis. Nothing contained in the Agreement or this Amendment shall limit Verizon's or AT&T'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 AT&T's rights under the Agreement, this Amendment or Applicable Law.

- (ii) Notwithstanding anything set forth in the Agreement or this Amendment, 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:
- (1) 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 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) <u>Counterparts</u>. 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) <u>Captions</u>. 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 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 the Effective Date.

SIGNATURE PAGE

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

AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC.

VERIZON FLORIDAINC.

Printed: Jeffrey A. Masoner

By: ________

Printed: Cynthia Batchelder

Title: Regional Vice President – Local Services and Access Management

Date: Congress + 32, con

Title: Vice President – Interconnection Services

Policy and Planning

Date: 9/23/03



Marsha E. Rule

Senior Attorney

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

July 21, 2000

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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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,

Rhonda Merritta 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.
- 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. 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

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 ompensation 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 nonappealable, 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 trueup 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: Corme Nichola

Name: Michael F. Hydock

Name: Connie Nicholas

Title: AVP Whole sale Harkets -Interconnection Title: District Manager, ICA Contract

Negotiations

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of Verizon Florida Inc.'s Petition For Approval of Amendment No. 2 to Interim Interconnection Agreement with AT&T Communications of the Southern States, Inc. 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 M. Chaples