

Matilda Sanders

ORIGINAL

From: terry.scobie@verizon.com
Sent: Tuesday, December 14, 2004 1:22 PM
To: Filings@psc.state.fl.us
Cc: Richard Chapkis; David Christian; demetria.c.watts@verizon.com; Kimberly Caswell
Subject: Docket No. 040156-TP - Verizon Florida Inc./Level 3 Communications Stipulation



040156-VZ
da-Level 3 SI

The attached filing is submitted in Docket No. 040156-TP on behalf of Verizon Florida Inc. by

Richard A. Chapkis
201 N. Franklin Street, FLTC0007
Tampa, Florida 33602
(813) 483-1256
richard.chapkis@verizon.com

The attached .pdf document contains 8 pages - transmittal letter (1 page), certificate of service (1 page), service list (1 page), and Stipulation (5 pages).

(See attached file: 040156-VZ Florida-Level 3 Stipulation.pdf)

Terry Scobie
Executive Adm. Assistant
Verizon Legal Department
813-483-2610 (tel)
813-204-8870 (fax)
terry.scobie@verizon.com

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Richard A. Chapkis
Vice President – 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 813 204-8870
richard.chapkis@verizon.com

December 14, 2004 – **VIA ELECTRONIC MAIL**

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

Re: Docket No. 040156-TP
Petition for Arbitration of Amendment to Interconnection Agreements With
Certain Competitive Local Exchange Carriers and Commercial Mobile Radio
Service Providers in Florida by Verizon Florida Inc.

Dear Ms. Bayo:

Enclosed is a Stipulation of Verizon Florida Inc. and Level 3 Communications, LLC for filing in the above matter. Service has been made as indicated on the Certificate of Service. If there are any questions concerning this filing, please contact me at 813-483-1256.

Sincerely,

/s/ Richard A. Chapkis

Richard A. Chapkis

RAC:tas
Enclosures

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of the Stipulation of Verizon Florida Inc. and Level 3 Communications, LLC in Docket No. 040156-TP were sent via U.S. mail on December 14, 2004 to the parties on the attached list.

/s/ Richard A. Chapkis

Richard A. Chapkis

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

ALEC, Inc.
3640 Valley Hill Road
Kennesaw, GA 30152-3238

Sonia Daniels
AT&T
1230 Peachtree St. N.E.
Suite 400
Atlanta, GA 30309

LecStar Telecom, Inc.
Michael E. Britt
4501 Circle 75 Parkway
Suite D-4200
Atlanta, GA 30339-3025

Stephen D. Klein, President
Ganoco, Inc.
1017 Wyndham Way
Safety Harbor, FL 34695

MCI WorldCom Comm.
Dulaney O'Rourke, III
6 Concourse Parkway
Suite 600
Atlanta, GA 30328

MCI WorldCom Comm./
Intermedia Comm./MCImetro
Access/Metropolitan Fiber
Donna C McNulty
1203 Governors Square Blvd.
Suite 201
Tallahassee, FL 32301-2960

Director-Interconnection Services
Level 3 Communications, LLC
1025 Eldorado Boulevard
Broomfield, CO 80021-8869

NewSouth Comm. Corp.
c/o Jon C. Moyle, Jr.
Moyle, Flanigan, Katz,
Raymond & Sheehan, P.A.
118 North Gadsden Street
Tallahassee, FL 32301

Supra Telecommunications
and Information Systems Inc.
2620 SW 27th Avenue
Miami, FL 33133

Eric Larsen
Tallahassee Telephone Exchange Inc.
1367 Mahan Drive
Tallahassee, FL 32308

The Ultimate Connection L.C.
d/b/a DayStar Comm.
18215 Paulson Drive
Port Charlotte, FL 33954

USA Telephone Inc.
d/b/a CHOICE ONE Telecom
1510 NE 162nd Street
North Miami Beach, FL 33162

Kellogg Huber Law Firm
A. Panner/S. Angstreich
1615 M Street, NW, Suite 400
Washington, DC 20036

James C. Falvey
Xspedius Management Co.
7125 Columbia Gateway Dr.
Suite 200
Columbia, MD 21046

Tracy Hatch
AT&T Communications
101 N. Monroe Street
Suite 700
Tallahassee, FL 32301

Norman Horton/Floyd Self
Messer, Caparello & Self
215 S. Monroe Street
Suite 701
Tallahassee, FL 32302

The Ultimate Connection
c/o Andrew M. Klein
Kelley Drye & Warren LLP
1200 19th Street NW, 5th Floor
Washington, DC 20036

Local Line America, Inc.
c/o CT Corporation
1200 South Pine Island Rd.
Plantation, FL 33324

Mario J. Yerak, President
Saluda Networks Incorporated
782 NW 42nd Avenue, Suite 210
Miami, FL 33126

ORIGINAL

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

AND

LEVEL 3 COMMUNICATIONS, LLC

IN THE STATE OF FLORIDA

WHEREAS, pursuant to an adoption letter dated March 17, 1999 (the "Adoption Letter"), Level 3 Communications, LLC ("Level 3") adopted in the State of Florida, the interconnection agreement between AT&T Communications of the Southern States, Inc. and Verizon Florida Inc., f/k/a GTE Florida Incorporated ("Verizon") (such Adoption Letter and underlying adopted interconnection agreement referred to herein collectively as the "Agreement"); and

WHEREAS, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "TRO"), which became effective as of October 2, 2003 and was, in part, vacated and remanded in *United States Telecom Ass'n v. FCC*, Nos. 00-1012 *et al.* (D.C. Cir. Mar. 2, 2004); and

WHEREAS, the FCC released an order on August 20, 2004 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Interim UNE Order") which became effective as of September 13, 2004; and

WHEREAS, the Parties have not reached agreement on the terms of an amendment to the Agreement with respect to the TRO; and

WHEREAS, Verizon, pursuant to the TRO and Section 252(b) of the Telecommunications Act of 1996 (the "Act"), filed a petition at the Florida Public Service

Commission (the "Commission") on February 20, 2004, to arbitrate the rates, terms, and conditions of Verizon's proposed amendment to interconnection agreements (including the Agreement) with respect to the TRO (such amendment, as updated from time to time in subsequent filings by Verizon, the "TRO Amendment") and the Commission has initiated a proceeding for that purpose (the "TRO Arbitration"); and

WHEREAS, Level 3 does not wish to participate actively in the TRO Arbitration, except as provided in this Stipulation; and

WHEREAS, the Parties wish for the TRO Arbitration to resolve any disagreement they may have regarding the terms of the TRO Amendment.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree and stipulate as follows:

1. Except as otherwise ordered by the Commission or as provided in paragraph 2.c. below, Level 3 shall be a party to the TRO Arbitration, but shall not actively participate in the TRO Arbitration, propound or respond to discovery or testimony, or submit filings in the TRO Arbitration.
2. Upon the Commission's issuance of an effective order resolving disputed issues regarding the terms, conditions, and/or rates that shall be set forth in the TRO Amendment (the "Commission Order"):
 - a. the TRO Amendment that conforms the Agreement to the terms of the Commission Order shall be deemed to amend the Agreement effective as of the effective date specified in the Commission Order or, in the absence of such a specified date, as of the effective date of the Commission Order;


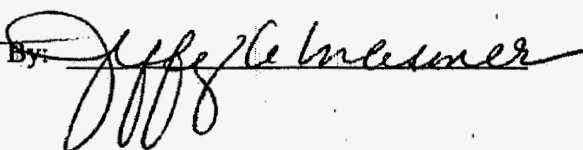
- b. the Parties agree to be bound by the TRO Amendment that conforms the Agreement to the terms of the Commission Order effective as of the effective date specified in the Commission Order or, in the absence of such a specified date, as of the effective date of the Commission Order;
- and
- c. If the Commission Order includes a form of conforming amendment, the Parties shall execute such amendment effective as of the effective date specified in the Commission Order or, in the absence of such a specified date, as of the effective date of the Commission Order. If the Commission Order does not include a form of conforming amendment, Verizon and Level 3 shall work cooperatively to prepare and execute a conforming amendment to the Agreement. Notwithstanding anything to the contrary set forth herein, the Parties agree to be bound by the terms of the Commission Order as if it amended the Agreement until such time as the TRO Amendment is negotiated, executed and approved. Both Parties reserve the right to negotiate the terms of such TRO Amendment in compliance with the Commission Order and to pursue any remedy they may have to ensure that the TRO Amendment complies with the Commission Order. Provided, however, that failure by either Party to execute such an amendment shall not affect, and shall not be cited as a basis for contesting, the effectiveness of the provisions in Paragraph 2.a., Paragraph 2.b and this Paragraph 2.c. Verizon and Level 3 shall submit the executed TRO Amendment to the Commission for approval.

- 3 Except as otherwise provided in the TRO Amendment that the Parties execute and submit to the Commission for approval pursuant to Paragraph 2.c. above:
- a. In the event a court of competent jurisdiction issues a stay of any or all of the Commission Order's provisions, application of the stayed provisions to the Agreement pursuant to Paragraph 2 above shall be suspended, and shall have no force and effect, from the effective date of such stay until the stay is lifted.
 - b. Should a court of competent jurisdiction reverse or vacate any or all of the Commission Order's provisions, then any terms and conditions of the Commission Order that relate to the reversed or vacated provisions shall be voidable at the election of either Party.
4. Nothing set forth herein shall be deemed: (a) to amend or extend the term of the Agreement, (b) to limit either Party's right to appeal, seek reconsideration of, or otherwise seek to have stayed, modified, reversed or invalidated the Commission Order, (c) to affect any right either Party may have with respect to termination of the Agreement, or (d) to require either Party, during the pendency of the TRO Arbitration or at any other time, to provide any service or facility that the Party is not required to provide under the Agreement.
5. In the event the Commission dismisses or otherwise terminates the TRO Arbitration (either generally or as to Level 3 in particular) prior to issuing a Commission Order, either Party may, by written notice to the other Party, cancel this Stipulation, in which case either Party may pursue any right or remedy it may have under the order of dismissal or termination, the Agreement, or otherwise.

IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed as of the date set forth below.

LEVEL 3 COMMUNICATIONS, LLC

VERIZON FLORIDA INC.

By:  By: 

Printed: Richard E. Thayer

Printed: Jeffrey A. Masoner

Title: Director of Interconnection Policy

Title: Vice President - Interconnection Services

DATED: 11 23 2004

11/29/04