

Dulaney L. O'Roark III  
Vice President & General Counsel, Southeast Region  
Legal Department



5055 North Point Parkway  
Alpharetta, Georgia 30022

Phone 678-259-1449  
Fax 678-259-1589  
de.oroark@verizon.com

December 4, 2008 – **VIA ELECTRONIC MAIL**

Ann Cole, Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Re: Docket No. 080583-TP  
Petition for Approval of Amendment No. 1 to Interconnection, Resale and  
Unbundling Agreement Between PaeTec Communications, Inc. and  
Verizon Florida LLC

Dear Ms. Cole:

Enclosed for filing in the above matter is the December 9, 1998 letter pertaining to the Section 252(i) adoption of the terms of the Interconnection Agreement between KMC Telecom II, Inc. and GTE Florida Incorporated by PaeTec Communications, Inc. Service has been made as indicated on the Certificate of Service. If there are any questions regarding this matter, please contact me at (678) 259-1449.

Sincerely,

s/ Dulaney L. O'Roark III

Dulaney L. O'Roark III

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Enclosure

c: Jeff Bates (via electronic mail)  
Florida Public Service Commission



HQE03B28  
600 Hidden Ridge  
P.O. Box 152092  
Irving, TX 75038  
972/718-4586  
FAX 972/719-1523

December 9, 1998

Mr. Richard E. Ottalagana  
Executive Vice President  
PaeTec Communications, Inc.  
290 Woodcliff Drive  
Fairport, New York 14450

Dear Mr. Ottalagana:

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 Interconnection Agreement between KMC Telecom II, Inc. ("KMC") and GTE that was approved by the Commission as an effective agreement in the State of Florida in Docket No. 980892-TP ("Terms"). The Terms provide for the election by KMC of certain additional provisions from a GTE arbitrated agreement ("Arbitrated Provisions"). 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 certain Arbitrated Provisions 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 Arbitrated Provisions, or to petition the Commission, other administrative body, or court for reconsideration or reversal of any determination made by the Commission with respect to the Arbitrated Provisions, or to seek review in any way of any provisions included in these Terms as a result of PaeTec Communications, Inc.'s ("PaeTec") 252(i) election.

Nothing herein shall be construed as or is intended to be a concession or admission by either GTE or PaeTec that any Arbitrated Provisions comply with the rights and duties imposed by the Telecommunications Act of 1996, the decision of the FCC and the Commission, the decisions of the courts, or other law, and both GTE and PaeTec expressly reserve their full right to assert and pursue claims arising from or related to the Arbitrated Provisions, or other provisions that could be interpreted contrary to the law. 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

Mr. Richard E. Ottalagana  
December 9, 1998  
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Eighth Circuit Court of Appeals. Should PaeTec attempt to apply such conflicting provisions, GTE reserves its rights to seek appropriate legal and/or equitable relief. GTE takes the position that should any provision of the Terms be modified, such modification would likewise automatically apply to this 252(i) adoption. PaeTec, however, takes the position that modification of any provision of the Terms by GTE and a party other than PaeTec would not 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) PaeTec adopts the Terms of the KMC agreement for interconnection with GTE and in applying the Terms, agrees that PaeTec be substituted in place of KMC in the Terms wherever appropriate.
- (B) PaeTec requests that notice to PaeTec as may be required under the Terms shall be provided as follows:

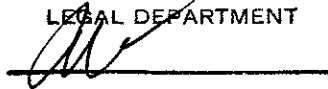
To : J. T. Ambrosi  
PaeTec Communications, Inc.  
290 Woodcliff Drive  
Fairport, NY 14450

- (C) PaeTec 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

APPROVED AS TO FORM BY  
LEGAL DEPARTMENT



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

  
Richard E. Ottalagana  
Executive Vice President

## **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that copies of the foregoing were sent via U.S. mail on  
December 4, 2008 to the following:

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

PaeTec Communications, Inc.  
Attention: J. T. Ambrosi  
Manager of Regulatory Affairs  
One PaeTec Plaza  
600 Willowbrook Office Park  
Fairport, NY 14450-4233

s/ Dulaney L. O'Roark III