

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by AT&T
Communications of the Southern
States, Inc. for arbitration of
certain terms and conditions of
a proposed agreement with GTE
Florida Incorporated concerning
interconnection and resale under
the Telecommunications Act of
1996.

DOCKET NO. 960847-TP
ORDER NO. PSC-97-0864-FOF-TP
ISSUED: JULY 18, 1997

The following Commissioners participated in the disposition of
this matter:

JULIA L. JOHNSON, Chairman
J. TERRY DEASON
SUSAN F. CLARK
DIANE K. KIESLING
JOE GARCIA

ORDER APPROVING ARBITRATED AGREEMENT

BY THE COMMISSION:

CASE BACKGROUND

Part II of the Federal Telecommunications Act of 1996 (Act),
47 USC 151 et. seq., provides for the development of competitive
markets in the telecommunications industry. Section 251 of the Act
concerns interconnection with the incumbent local exchange carrier,
and Section 252 sets forth the procedures for negotiation,
arbitration, and approval of agreements.

Section 252(b) addresses agreements established by compulsory
arbitration. Section 252(b) (1) states:

(1) Arbitration. - During the period from the 135th to
160th day (inclusive) after the date on which an
incumbent local exchange carrier receives a request for
negotiation under this section, the carrier or any other
party to the negotiation may petition a State commission
to arbitrate any open issues.

DOCUMENT NUMBER-DATE

07215 JUL 18 97

FPSC REG. DIV./REPORTING

ORDER NO. PSC-97-0864-FOF-TP
DOCKET NO. 960847-TP
PAGE 2

Section 252(b)(4)(c) states that the State commission shall resolve each issue set forth in the petition and response by imposing the appropriate conditions as required. This section requires this Commission to conclude the resolution of any unresolved issues not later than 9 months after the date on which the local exchange carrier received the request under this section.

On March 11, 1996, AT&T Communications of the Southern States (AT&T) requested that GTE Florida Incorporated (GTE) begin negotiations for an interconnection agreement pursuant to Section 252 of the Act. On August 16, 1996, AT&T filed a petition for arbitration of unresolved issues pursuant to Section 252 of the Act.

On April 3, 1996, MCI Telecommunications Corporation and MCI Metro Access Transmission Services, Inc. (collectively MCI) requested that GTE begin negotiations. On August 28, 1996, MCI filed its petition for arbitration with GTE, and also filed a motion to consolidate its arbitration proceeding with the AT&T/GTE arbitration proceeding. Docket No. 960980-TP was established for MCI's petition. On September 13, 1996, MCI's motion to consolidate was granted by Order No. PSC-96-1152-PCO-TP.

On October 14-16, 1996, we conducted an evidentiary hearing for the consolidated dockets. At our December 2, 1996, Agenda Conference we made our decision on the issues addressed by the parties in four main subject areas: network elements, resale, transport and termination, and implementation matters.

On January 17, 1997, we issued Order No. PSC-97-0064-FOF-TP memorializing our arbitration decision on the remaining unresolved issues between AT&T and GTE. In the Order, we directed the parties to file agreements memorializing and implementing our arbitration decision within 30 days. The parties filed their arbitrated agreement with the Commission on February 17, 1997 and identified the sections where there were still disputes on the specific language. We issued Order No. PSC-97-0585-FOF-TP on May 22, 1997, resolving the remaining disputes between the companies and directing them to file a final signed agreement forthwith.

This Order addresses the signed agreement that the parties submitted on June 5, 1997, pursuant to the directive in Order No. PSC-97-0585-FOF-TP.

DECISION

The agreement that AT&T and GTE filed on June 5, 1997, is a hybrid of the negotiation and arbitration processes conducted by

the parties. Listed below are the different areas of origin for the various aspects contained in the agreement.

1. Some aspects were negotiated prior to arbitration.
2. Some aspects were contingent upon decisions in other arbitration dockets in other states.
3. Some aspects were the result of Commission decisions in this arbitration docket.
4. Some aspects were negotiated subsequent to the Commission vote and are intended to supplant those aspects of the arbitration decision.

Attachment 1 identifies the revisions made to the agreement jointly submitted by the parties on February 17, 1997.

Section 252(e)(2)(B) of the Act states that a state commission can only reject an arbitrated agreement if it finds that the agreement does not meet the requirements of Section 251, including the regulations prescribed by the FCC pursuant to section 251, or the standards set forth in subsection (d) of Section 252 of the Act. Although various sections in this agreement are inconsistent with our arbitration Order, we believe that the agreement complies with the Act and the FCC's rules and order. Therefore, we approve AT&T and GTE's agreement. Any modification to the agreement should be submitted to the Commission for approval.

Based on the foregoing, it is

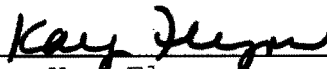
ORDERED by the Florida Public Service Commission that the signed interconnection agreement filed by AT&T Communications of the Southern States, Inc. and GTE Florida Incorporated is hereby approved. It is further

ORDERED that this docket shall remain open pending review of the cost studies GTEFL is required to file in this proceeding.

ORDER NO. PSC-97-0864-FOF-TP
DOCKET NO. 960847-TP
PAGE 4

By ORDER of the Florida Public Service Commission, this 18th
day of July, 1997.

BLANCA S. BAYÓ, Director
Division of Records and Reporting



by: Kay Flynn
Chief, Bureau of Records

(S E A L)

MCB

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review in Federal district court pursuant to the Federal Telecommunications Act of 1996, 47 U.S.C. § 252(e)(6).

ORDER NO. PSC-97-0864-FOF-TP
DOCKET NO. 960847-TP
PAGE 5

ATTACHMENT A
DOCKET NO. 960847-TP
JUNE 12, 1997



Tracy Hatch
Attorney

June 5, 1997

Suite 700
101 N. Monroe St.
Tallahassee, FL 32301
904 425-6364
FAX: 904 425-6361

Mrs. Blanca Bayo, Director
Bureau of Records and Recording
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399

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:

Pursuant to Order No. PSC-97-0585-FOF-TP, issued May 22, 1997 (the Order), AT&T of the Southern States, Inc. (AT&T) and GTE Florida Incorporated (GTEFL) submit the original and fifteen (15) copies of the Final Interconnection, Resale and Unbundling Agreement including 15 Attachments, incorporating agreements reached with GTEFL through negotiations and in accordance with the decisions outlined in the Commission's Order. Please stamp one copy and return it to me for my files.

Attached to this letter is a chart setting forth the revisions made to the contract jointly submitted by the parties on February 17, 1997. This chart reflects the following information:

1. Revisions required by the Commission's Order
2. Revisions made by joint agreement of the parties.

Many of the revisions in Category 2 have been made for those sections listed for deletion on Attachment B of the Commission's Order. Some revisions were made to provide for needed legal terms such as Counterparts. Due to the locations of the parties and the logistical problems of securing a single signature page signed by both parties, counterparts are needed in this instance to meet the Commission's filing deadline. In other instances, the revisions reflect agreements reached by AT&T and GTE

DOCUMENT NUMBER-DATE

06

05611 JUN-56

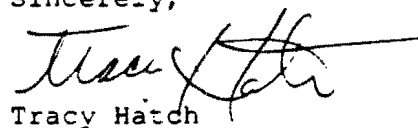
ORDER NO. PSC-97-0864-FOF-TP
DOCKET NO. 960847-TP
PAGE 6

ATTACHMENT A
DOCKET NO. 960847-TP
JUNE 12, 1997

pursuant to an agreement that both parties would request approval of those terms in all interconnection agreements between the parties. These revisions include sections listed in both Attachments A and B of the Commission's Order. The parties are requesting approval at this time in the belief that this would best conserve the resources of the Commission and the parties.

Copies of these documents have been served on all parties. Thank you for your assistance in this matter.

Sincerely,



Tracy Hatch

FLORIDA OPINION & ORDER DATED MAY 22, 1997

SUMMARY OF MODIFICATIONS TO
 AT&T/GTE INTERCONNECTION AGREEMENT

Order Provision and Order (Attachment) Page Number	Commission Action	Contract Modifications
Main Agreement		
First Paragraph		Inserted address for AT&T Communications of the Southern States, Inc.
Preface ** Sixth recital & Now, Therefore clause (p. 4 and p. 54 of Att. A)	Accepted AT&T language; rejected GTE language	Gen. Terms, Recitals - Deleted all disputed language as agreed to by both parties.
General Terms and Conditions, § 2 ** - Term of Agreement (p. 5)	Replaced disputed sentence with Commission language.	Gen. Terms, § 2 - Inserted Commission language; Deleted second sentence of § 23.8 to conform to ruling on § 2; Unbolded signature page.
General Terms and Conditions, § 6 - Responsibility of Each Party (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Gen. Terms, § 6 - The parties agreed to delete AT&T proposed language for Florida only.
General Terms and Conditions, § 7 - Governmental Compliance (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Gen. Terms, § 7 - The parties agreed to accept GTE's language (with modifications to first sentence) for Florida only.
General Terms and Conditions, § 8 - Responsibility for Environmental Contamination (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Gen. Terms, § 8 - Replaced with language agreed to by both parties.
General Terms and Conditions, §§ 9.3 and 9.4 (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Gen. Terms, §§ 9.3 and 9.4 - Deleted sections since parties cannot agree on language.
General Terms and Conditions, § 10.2 - Liabilities of GTE (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Gen. Terms, § 10.2 - Replaced with language mutually agreed to by both parties for Florida.
General Terms and Conditions, § 10.3 - Consequential Damages (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Gen. Terms, § 10.3 - Replaced with language mutually agreed to by both parties for Florida.
General Terms and Conditions, § 10.5 - Obligation to Defend; Notice; Co-operation (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included	Gen. Terms, § 10.5 - Revised as agreed to by both parties.

Order Provision and Order (Attachment) Page Number	Commission Action	Contract Modifications
	in the signed agreement to be filed with the Commission.	
General Terms and Conditions, §§ 11.3 and 11.5** - Quality Standards (pp. 6-8)	The Commission set forth specific language which reflected the following: § 11.3 Rejected GTE language § 11.5 Rejected AT&T language	Gen. Terms, §§ 11.3 and 11.5 - § 11.3 - Replaced with language agreed to by both parties. § 11.5 - Deleted AT&T proposed language pursuant to Commission's order.
General Terms and Conditions, § 13 - Force Majeure (p. 54 Att. A)		Gen. Terms, § 13 - Unbolded "...or..."
General Terms and Conditions, § 18.1** Branding (pp. 8-10)	Rejected AT&T and GTE proposed language. Inserted only agreed language .	Gen. Terms, § 18.1 - Deleted AT&T and GTE proposed language. Included only agreed language pursuant to Commission's order.
General Terms and Conditions, § 23.3 - Authority (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Gen. Terms, § 23.3 - Deleted section since parties cannot agree on language.
General Terms and Conditions, § 23.8 - Regulatory Agency Control	See Commission ruling on § 2.	Gen. Terms, § 23.8 - Deleted second sentence.
General Terms and Conditions, § 23.9 - Governing Law (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Gen. Terms, § 23.9 - Deleted section since parties cannot agree on language.
General Terms and Conditions, § 23.12 - Severability (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Gen. Terms, § 23.12 - Deleted AT&T proposed language for Florida only.
General Terms and Conditions, § 23.15 - Executed in Counterparts (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Gen. Terms, § 23.15 - Inserted both AT&T and GTE current proposed language.
General Terms and Conditions, § 23.19.2 - Technical References	[No disputed language in filed document. Updated contract with new agreed language.]	Gen. Terms, § 23.19.2 - Deleted "and" from end of § 23.19.2(a) and inserted "and" at the end of § 23.19.2(b) as agreed to by both parties.
General Terms and Conditions, § 23.20	[Updated contract with new agreed section.]	Gen. Terms, § 23.20 - Inserted new section as agreed to by both parties.
Part I: Local Services Resale, § 24 ** - Telecommunications Services Provided for Resale (p. 10-11)	Rejected AT&T language.	Part I, § 24 - Deleted AT&T proposed language.
Part I: Local Services Resale, § 25.3 ** - Restrictions on Resale (pp. 12-13)	Accepted AT&T language with Commission clarifications.	Part I, § 25.3 - Unbolded and revised AT&T proposed language to reflect the

Order Provision and Order (Attachment) Page Number	Commission Action	Contract-Modifications
		Commission's order; deleted GTE proposed language.
Part I: Local Services Resale. § 25.5.1 - Dialing and Service Parity (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Part I, § 25.5.1 - Replaced with language agreed to by both parties.
Part I: Local Services Resale. § 26.6 ** - Telephone Relay Service (pp. 14-15)	Rejected AT&T and GTE proposed language. Included agreed language only.	Part I, § 26.6 - Replaced with language agreed to by both parties.
Part I: Local Services Resale. § 26.7 - Voice Mail Related Services (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Part I, § 26.7 - Replaced with language agreed to by both parties.
Part I: Local Services Resale. § 26.8 - Voluntary Federal Customer Financial Assistance Programs (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Part I, § 26.8 - Replaced with language agreed to by both parties.
Part I: Local Services Resale. § 28.1 ** - Operator Services, Directory Assistance & Repair (pp. 15-17)	Accepted AT&T language	Part I, § 28.1 - Removed AT&T proposed language for Florida as agreed to by both parties.
Part I: Local Services Resale. §§ 28.2 and 28.3 - Directory Assistance and Operator Services	[No disputed language in filed agreement. Updated contract with new agreed language.]	Part I, §§ 28.2 and 28.3 - Inserted "Upon AT&T's request, and" at the beginning of the first sentence of each section as agreed to by both parties.
Part I: Local Services Resale. § 28.4 ** - Repair Calls (pp. 15-17)	Accepted AT&T language.	Part I, § 28.4 - Removed AT&T proposed language for Florida as agreed to by both parties.
Part I: Local Services Resale. § 28.6 - Emergency Calls (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission	Part I, § 28.6 - Deleted section since parties cannot agree on language.
Part I: Local Services Resale, § 29.1.7 ** - Electronic Interface (p. 18)	Replaced section with Commission language.	Part I, § 29.1.7 - Inserted Commission language into this section.
Part I: Local Services Resale. § 30.6 - COCOT Lines (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Part I, § 30.6 - Replaced with language agreed to by both parties.
Part I: Local Services Resale. § 30.7 - Coinless COCOT Lines (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Part I, § 30.7 - Replaced with language agreed to by both parties.
Part I: Local Services Resale, § 30.8	The Commission will not establish language for	Part I, § 30.8 - Deleted

Order Provision and Order (Attachment) Page Number	Commission Action	Contract Modifications
Coin Lines (p. 58 Att. B)	this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	section as in South Carolina Interconnection Agreement as agreed to by both parties for Florida.
Part I: Local Services Resale, § 30.9 - Semi Public Pay Phone Lines (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Part I, § 30.9 - Inserted § 30.9 from South Carolina Interconnection Agreement as agreed to by both parties for Florida.
Part I: Local Services Resale, § 30.11.2	[No disputed language in filed agreement.]	Part I, § 30.11.2 - Removed brackets from "NAI".
Part II: Unbundled Network Elements, § 32.4 *- UNEs (pp. 19-20)	Accepted AT&T language	Part II, § 32.4 - Replaced with language agreed to by both parties.
Part II: Unbundled Network Elements, § 32.7 - Interconnection Fees (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Part II, § 32.7 - Deleted since parties cannot agree on language.
Part II: Unbundled Network Elements, § 32.8 - Interconnection Fees (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Part II, § 32.8 - Deleted section as parties cannot agree on language.
Part II: Unbundled Network Elements, § 32.10.3.1 - Standards for UNEs (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Part II, § 32.10.3.1 - Replaced with language agreed to by both parties.
Part II: Unbundled Network Elements, § 32.10.3.2 - Parties will Cooperate (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Part II, § 32.10.3.2 - Deleted section as parties cannot agree on language.
Part III: Ancillary Functions, §§ 34.1 - 34.3 *- GTE Provision of Ancillary Functions (pp. 20-21)	Accepted AT&T language.	Part III, §§ 34.1 - 34.3 - Unbolded and lower cased AT&T proposed language.
Part III: Ancillary Functions, §§ 35.1 - 35.4 **Standards for Ancillary Functions (pp. 21-22)	Accepted AT&T language.	Part III, §§ 35.1 and 35.3 - Replaced with language agreed to by both parties. Part III, §§ 35.2 and 35.4 - Unbolded and lower cased AT&T proposed language.
Part IV: Interconnection Pursuant to Section 251(c)(2), § 37.6.1 (p. 54 Att. A)	[No disputed language in filed document. Updated agreed language.]	Part IV, § 37.6.1 - Updated language to reflect language agreed to by the parties.
Part IV: Interconnection Pursuant to Section 251(c)(2), § 37.6.3 - Selection of LATAs p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Part IV, Section 37.6.3 - Replaced with language agreed to by both parties.
Part IV: Interconnection Pursuant to Section 251(c)(2), § 37.8 -	The Commission will not establish language for this section as it did not arbitrate this matter.	Part IV, § 37.8 - Deleted since parties cannot agree on

Order Provision and Order (Attachment) Page Number	Commission Action	Contract Modifications
Nondiscriminatory Interconnection (p. 58 Att. B)	Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	language.
Part IV: Interconnection Pursuant to Section 251(c)(2), § 37.10.1 - Description of Service (p. 3 and p. 54 Att. A)	The Commission approves the agreed language for this section to ensure that the provision of these services is not adversely affected although the parties disagree over the charges for specific services. [Dispute partially resolved in negotiations - see next column.]	Part IV, § 37.10.1. - Deleted AT&T bolded language regarding POTS number as AT&T agreed to withdraw and deleted GTE proposed language pursuant to the Commission's Order.
Part IV: Interconnection Pursuant to Section 251(c)(2), § 37.10.3.6 - Cooperation and Level of Performance (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Part IV, § 37.10.3.6 - Deleted to reflect agreement of the parties.
Part IV: Interconnection Pursuant to Section 251(c)(2), §§ 38.3.3 and 38.3.4 - Trunk Group Architecture and Trunk Group Routing (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Part IV, §§ 38.3.3 and 38.3.4 - Replaced with language agreed to by both parties.
Part IV: Interconnection Pursuant to Section 251(c)(2), §§ 38.4 - 38.4.4 - Signaling (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Part IV, § 38.4 - Replaced with language agreed to by both parties.
Part IV: Interconnection Pursuant to Section 251(c)(2), § 39.2.4 (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Part IV, § 39.2.4 - Replaced with language agreed to by both parties. -
Part V: Pricing, § 43.3.4 (p. 54 Att. A)	[No disputed language in filed document. Updated agreed language.]	Part V, § 43.3.4 - Updated to reflect language agreed to by both parties.
Part V: Pricing, § 43.3.5 - Interconnection (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Part V, § 43.3.5 - Deleted since parties cannot agree on language.
Part V: Pricing, §§ 43.3.6.3 - 43.3.6.6 - Transiting Traffic (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Part V, § 43.3.6.3 - 43.3.6.6 - Replaced with language agreed to by both parties.
Signature Page		Signature Page - Unbolded AT&T proposed language pursuant to the Commission's ruling on § 2.
Attachment 1 - Alternative Dispute Resolution - No changes.		
Attachment 2 - Service Description: Unbundled Network Elements		
Att. 2, § 4.1 (p. 55 Att. A)	[No disputed language in filed document. Updated with agreed language to reflect South Carolina comments.]	Att. 2, § 4.1 - Updated to reflect language agreed to by both parties.
Att. 2, § 4.2.1.3 ** (pp. 22-23)	Accepted AT&T language.	Att. 2, § 4.2.1.3 - Deleted

Order Provision and Order (Attachment) Page Number	Commission Action	Contract Modifications
		"repair" for Florida as agreed to by both parties.
Att. 2, §§ 4.2.1.4, 4.2.1.6, 4.2.1.9 ** (pp. 24-26)	Rejected GTE language.	Att. 2, § 4.2.1.4 - Replaced with language agreed to by both parties. Att. 2, §§ 4.2.1.6, 4.2.1.9 - Deleted GTE-proposed language pursuant to the Commission's order.
Att. 2, § 4.2.1.18 (p. 55 Att. A)	[No disputed language in filed agreement. Updated with agreed language.]	Att. 2, § 4.2.1.18 - Updated to reflect language agreed to by both parties.
Att. 2, § 4.2.1.28 ** (pp. 26-28)	Accepted AT&T language.	Att. 2, § 4.2.1.28 - Replaced with language agreed to by both parties.
Att. 2, § 4.2.1.30 (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 2, § 4.2.1.30 - Deleted since the parties cannot agree on language.
Att. 2, § 4.2.2.1** (p. 28)	Accepted GTE language.	Att. 2, § 4.2.2.1 - Deleted double underline from GTE proposed language: Such language has also been agreed to by both parties.
Att. 2, § 5.1.1** (28-29)	Rejected GTE language.	Att. 2, § 5.1.1 - Did not remove GTE proposed language as it has been agreed to by both parties.
Att. 2, §§ 5.1.2, 5.1.2.15, 6.1.1, 6.2.2** (pp. 29-32)	Rejected GTE language.	Att. 2, §§ 5.1.2 and 6.1.1 - Deleted language as agreed to by both parties. Att. 2, §§ 5.1.2.15 and 6.2.2 - Deleted GTE-proposed language.
Att. 2, § 8.1.3.2	[No disputed language in filed contract.]	Att. 2, § 8.1.3.2 - Deleted last sentence as agreed to by both parties.
Att. 2, § 8.2.10 (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 2, § 8.2.10 - Deleted as agreed to by both parties.
Att. 2, § 8.2.11 and 8.2.12 (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 2, §§ 8.2.11 and 8.2.12 - Replaced with language agreed to by both parties.
Att. 2, § 11.3.2.11 (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 2, § 11.3.2.11 - Replaced with language agreed to by both parties.

Order Provision and Order (Attachment) Page Number	Commission Action	Contract Modifications
Att. 2, § 11.7.1.3 (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 2, § 11.7.1.3 - Deleted since the parties cannot agree on language.
Att. 2, § 11.7.2.1 (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 2, § 11.7.2.1 - Deleted since the parties cannot agree on language.
Att. 2, § 12.2.15 (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 2, § 12.2.15 - Deleted since the parties cannot agree on language.
Att. 2, § 12.3.4 (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 2, § 12.3.4 - Replaced with language agreed to by both parties.
Att. 2, § 12.3.5 (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 2, § 12.3.5 - Deleted since the parties cannot agree on language.
Att. 2, §§ 13.1.1, 13.1.2.12, 13.1.2.14 - 13.1.2.16 (p. 58 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 2, §§ 13.1.1, 13.1.2.12, 13.1.2.14 and 13.1.2.15. - Deleted since the parties cannot agree on language.
Att. 2, § 13.5.1 ** (pp. 33-34)	Accepted AT&T language.	Att. 2, § 13.5.1 - Replaced with language agreed to by both parties.
Att. 2, Figures ** (pp. 32-33)	Approved Figures with caveat that they may be used for illustrative purposes only.	Att. 2, All sections where figures appear. Replaced with language agreed to by both parties and inserted § 23.20 in Main Agreement as agreed to by both parties.
Appendix A to Attachment 2 - No changes.		
Attachment 3 - Service Description: Ancillary Functions		
Att. 3, § 2.1.1 - Terms (p. 59 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 3, § 2.1.1 - Deleted since the parties cannot agree on language.
Att. 3, § 2.2.1.1 ** - Restricted availability of existing space (pp. 34-35)	Accepted AT&T language.	Att. 3, § 2.2.1.1 - Unbolded AT&T proposed language and deleted GTE proposed language.
Att. 3, § 2.2.3 - Access to collocated space by the parties' personnel	[Disputed language not specifically addressed in the Commission's order.]	Att. 3, § 2.2.3. - AT&T accepts GTE's proposed language for Florida only.

Order Provision and Order (Attachment) Page Number	Commission Action	Contract Modifications
Att. 3, § 2.2.4 ** - Collocated Equipment (36-37)	Rejected AT&T and GTE language and provided language to be inserted.	Att. 3, § 2.2.4 - Deleted AT&T and GTE proposed language and inserted language pursuant to the Commission's order.
Att. 3, § 2.2.14 (p. 59 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 3, Section 2.2.14 - Replaced with language agreed to by both parties.
Att. 3, § 2.2.15 (p. 59 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 3, § 2.2.15 - Replaced with language agreed to by both parties.
Att. 3, §§ 2.2.23.8 and 2.2.23.8.1 (p. 59 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 3, §§ 2.2.23.8 and 2.2.23.8.1 - Replaced with language agreed to by both parties.
Att. 3, Throughout Section 3, Including: §§ 3.1.1; 3.1.6; 3.1.7; 3.1.8; 3.2.2; 3.2.5; 3.4.1; 3.4.3; 3.5.1; 3.5.3; 3.6.7; 3.9.1; 3.9.2; 3.10.1; 3.10.2; 3.11.1; 3.11.2; 3.12.1; 3.12.2; 3.13; 3.17.1 (pp. 37-40)	The Commission agreed to the use of definitions for Facility and Structure.	Att. 3, Throughout Section 3 Facility and Facilities made plain text as agreed to by both parties; Structure and Structure made plain text as agreed to by both parties.
Att. 3, Section 3.1.4 ** - Definitions (pp. 37-39)	Rejected AT&T and GTE definitions. Inserted definition of "Facility" and "Facilities".	Att. 3, Section 3.1.4 - Replaced with language agreed to by both parties.
Att. 3, § 3.1.4.1 ** - Definitions (pp. 39-40)	Accepted GTE definition with the modification that "Attachment 3" shall be substituted for "Section 3".	Att. 3, § 3.1.4.1 - Removed double underline from GTE proposed language and inserted "Attachment 3" for "Section 3"; deleted AT&T proposed language.
Att. 3, §§ 3.1.1; 3.1.6; 3.1.7; 3.1.8; 3.2.2; 3.2.5; 3.4.1; 3.4.3; 3.5.1; 3.5.3; 3.6.7; 3.9.1; 3.9.2; 3.10.1; 3.10.2; 3.11.1; 3.11.2; 3.12.1; 3.12.2; 3.13; 3.17.1 modified pursuant to the Commission's order to reflect changes in the definitions described in Sections 3.1.4 and 3.1.4.1 above.		
Att. 3, § 3.1.8 - Examples of Facilities	[Disputed language not specifically addressed in the Commission's order.]	Att. 3, § 3.1.8 - Deleted AT&T proposed language to reflect language agreed to by both parties.
Att. 3, § 3.2.2	[No disputed language in filed document. Updated agreed language.]	Att. 3, § 3.2.2 - Inserted "inner ducts" in the first sentence as agreed to by both parties.
Att. 3, § 3.2.3 - General Duties	[Disputed language not specifically addressed in the Commission's order.]	Att. 3, § 3.2.3 - Inserted "ROW and" in first sentence as agreed to by both parties. Deleted AT&T proposed language in last sentence for Florida only.

Order Provision and Order (Attachment) Page Number	Commission Action	Contract Modifications
Att. 3, § 3.3.2	[No disputed language in filed document. Updated agreed language.]	Att. 3, § 3.3.2 - Changed "or" to "and" in the first sentence.
Att. 3, §§ 3.4.2 and 3.4.3 (p. 59 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 3, §§ 3.4.2 and 3.4.3 - Updated to reflect language agreed to by both parties.
Att. 3, § 3.5.1 (p. 40)	[Updated agreed language.]	Att. 3, § 3.5.1 - Inserted "or private property owners" in last sentence as agreed to by both parties.
Att. 3, § 3.5.3 (p. 59 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 3, § 3.5.3 - Replaced with language agreed to by both parties.
Att. 3, §§ 3.6.2 & 3.6.3 - Capacity (p. 59 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 3, §§ 3.6.2 and 3.6.3 - AT&T accepted GTE's current proposed language for Florida only.
Att. 3, § 3.6.5 (p. 59 att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 3, Section 3.6.5 - Deleted as agreed to by both parties.
Att. 3, § 3.7.1 - Sharing Rights of Way (p.59 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 3, § 3.7.1 - Replaced with language agreed to by both parties.
Att. 3, §§ 3.7.2 - 3.7.2.4 (p. 59 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 3, §§ 3.7.2 - 3.7.2.4 - Deleted since parties are unable to agree on language.
Att. 3, § 3.9.2 (not specifically listed in the order)		Att. 3, § 3.9.2 - Updated to reflect language agreed to by the parties.
Att. 3, §§ 3.11.1 and 3.11.2 - Charges for Unauthorized Attachments (p. 59 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 3, §§ 3.11.1 and 3.11.2 - Replaced with language agreed to by both parties.
Att. 3, § 3.13.1 **Notice of Modification of Poles by GTE (pp. 40-42)	Accepted AT&T language with modifications.	Att. 3, § 3.13.1 - Replaced with language agreed to by both parties.
Att. 3, § 3.14.1 - Default and Remedies (p. 59 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 3, § 3.14.1 - Replaced with language agreed to by both parties.
Att. 3, § 3.15.1 - Termination of	The Commission will not establish language for	Att. 3, § 3.15.1 - Replaced

Order Provision and Order (Attachment) Page Number	Commission Action	Contract Modifications
Section 3 by AT&T (p. 59 Att. B)	this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	with language agreed to by both parties.
Attachment 4 - Provisioning and Ordering for Unbundled Elements - No changes.		
Attachment 5 - Maintenance for Local Service Resale and Unbundled Elements - No changes		
Attachment 6 - Local Services Resale, Unbundled Network Element and Interconnection Billing and Recording		
Section 2.1.1 (p. 56, Att. A)	[No disputed language in filed document. Updated agreed language.]	Att. 6, § 2.1.1 - Replaced with language agreed to by both parties.
Attachment 6A - Local Services Resale, Billing and Recording - No changes.		
Attachment 6B - Unbundled Network Elements Billing and Recording - No changes.		
Attachment 6C - Interconnection Billing and Recording		
Section 2.2 (p. 56 Att. A)	[No disputed language in filed document. Updated agreed language.]	Att. 6C, § 2.2 - Replaced with language agreed to by both parties.
Attachment 7 - Provision of Customer Usage Data		
Appendix II, Section 1.1** (pp. 42-43)	Accepted AT&T language.	Att. 7, App. II, Section 1.1 Unbolded AT&T proposed language.
Attachment 8 - Interim Number Portability		
Att. 8, § 1		Initial capitalized all references to "Remote Call Forwarding".
Att. 8, § 1.1	[Added new agreed section.]	Att. 8, § 1.1 - Inserted to reflect language agreed to by both parties.
Att. 8, § 3.6.1 - Treatment of TLN Calling Cards (p. 56 Att. A)	[No disputed language in filed document. Updated agreed language.]	Att. 8, § 3.6.1 - Updated to reflect language agreed to by both parties.
Att. 8, § 3.7 - 911 (p. 3 and p. 56 of Att. A)	The Commission approves the agreed language for this section to ensure that the provision of these services is not adversely affected even though the parties disagree over what the charges for the specific services should be.	Att. 8, § 3.7 - Deleted AT&T and GTE proposed language. Revised to reflect agreed to language regarding remaining language.
Attachment 9 - Network Security		
Att. 9, § 2.1 - Fraud prevention and revenue protection measures (p. 59 Att. B)	The Commission will not establish language for this section as it did not arbitrate this matter. Accordingly, this section shall not be included in the signed agreement to be filed with the Commission.	Att. 9, § 2.1 - AT&T agreed to delete AT&T proposed language for Florida only.
Attachment 10 - Acronyms - No changes.		
Attachment 11 - Definitions		
Att. 11, DA Listing Information (p. 43)	[Updated with agreed definition.]	Att. 11, DA Listing Information - Updated to reflect definition agreed to by the parties.
Att. 11, Damages	[No disputed language in filed document.]	Att. 11, Damages - Corrected cross-reference.
Att. 11, Directory Listings (p. 43)	[No disputed language in filed document. Updated with agreed definition.]	Att. 11, Directory Listings - Updated to reflect definition agreed to by both parties

Order Provision and Order (Attachment) Page Number	Commission Action	Contract Modifications
Att. 11, Effective Date (p. 43)	Not specifically addressed by Commission.	Att. 11, Effective Date - Updated to reflect definition agreed to by both parties.
Att. 11, Facility and Facilities (p. 43)	[Updated with agreed language.]	Att. 11, Facility and Facilities - Updated to reflect definition agreed to by the parties.
Att. 11, Interconnection ** (p. 43)	The Commission finds that the term should be eliminated from the final arbitrated agreement.	Att. 11, Interconnection - Deleted pursuant to the Commission's order since the parties cannot agree on a definition.
Att. 11, Local Traffic (p. 43)	[Disputed language.]	Att. 11, Local Traffic - Replaced with definition agreed to by both parties.
Att. 11, LSR**(p. 43)	The Commission finds that the term should be eliminated from the final arbitrated agreement.	Att. 11, LSR - Replaced with definition agreed to by both parties.
Att. 11, MECAB (p. 43)	[Disputed language.]	Att. 11, MECAB - Replaced with definition agreed to by both parties.
Att. 11, MECOD (p. 43)	[Disputed language.]	Att. 11, MECOD - Replaced with definition agreed to by both parties.
Att. 11, Quality Standards (p. 43)	[Disputed language.]	Att. 11, Quality Standards - Replaced with definition agreed to by both parties.
Att. 11, Real Time**(p. 43)	The Commission finds that the term should be eliminated from the final arbitrated agreement.	Att. 11, Real Time - Replaced with definition agreed to by both parties.
Att. 11, Served Premises** (p. 43)	The Commission finds that the term should be eliminated from the final arbitrated agreement.	Att. 11, Served Premises - Replaced with definition agreed to by both parties.
Att. 11, Service Order**(p. 43)	The Commission finds that the term should be eliminated from the final arbitrated agreement.	Att. 11, Service Order - Deleted by agreement of both parties.
Att. 11, Telephone Relay Service (p. 43)	Not specifically addressed by the Commission	Att. 11, Telephone Relay Service - Replaced with definition agreed to by both parties.
Att. 11, Work Locations**(p. 43)	The Commission finds that the term should be eliminated from the final arbitrated agreement	Att. 11, Work Locations - Replaced with language agreed to by both parties.
Attachment 12 - Service Quality Standards and Processes - No changes.		
Attachment 13 - Principles for Implementing Electronic Interfaces for Operations Support Systems - No changes.		
Attachment 14 - AT&T/GTE Pricing Agreement		
Att. 14, Section 6	[Updated contract with new agreed section.]	Att. 14, § 6 - Inserted § 6, as agreed to by both parties.
Att. 14, App. 1, Section 1.2** (p. 44-45)	Accepted AT&T language with modifications.	Att. 14, App. 1, Section 1.2 - Deleted GTE proposed language; unbolded AT&T proposed language and inserted modified language pursuant to the Commission's

Order Provision and Order (Attachment) Page Number	Commission Action	Contract Modifications
		order.
Att. 14, App. 1, Annex 1 ** - Schedule of Wholesale Discounts (p. 45)	Rejected GTE language.	Att. 14, App. 1, Annex 1 - Deleted GTE's proposed language.
Att. 14, App. 1, Annex 2 ** - Summary of Wholesale Charges (pp. 45-46)	Accepted AT&T language with modifications; rejected GTE language.	Att. 14, App. 1, Annex 2 - Unbolded AT&T's "contract"; deleted AT&T's "or"; deleted GTE's "tariffed charges only"; modified language pursuant to the Commission's order.
Att. 14, Appendix 2**(pp. 46-47)	Accepted GTE language.	Att. 14, Appendix 2 - Removed double underline from GTE proposed language.
Att. 14, App. 3, Annex 1 **(p. 47)	Accepted GTE language.	Att. 14, App. 3, Annex 1 - Removed double underline from GTE proposed language; changed sub-heading from italics to plain text.
Att. 14, App. 4, Annex 1**(p. 48)	Rejected AT&T and GTE language; the Commission finds that transiting of toll calls was not an issue addressed in the arbitration proceeding and will not be included in Appendix 4 - Annex 1.	Att. 14, App. 4, Annex 1. Deleted AT&T and GTE proposed language and inserted TBD.
Att. 14, App. 6 **(p. 46)	Accepted GTE language.	Att. 14, App. 6 - Removed double underline from GTE proposed language.
Att. 14, App. 8 **- Compensation for Rights of Way (pp. 48-50)	First paragraph:- Rejected AT&T language; The Commission will not establish prices for Rights-of-Way, Conduits, Ducts and Pole Attachments. Redrafted language to reflect that GTE will provide TSLRIC prices in accordance with Order No. PSC-97-0064A-FOF-TP, issued 5-21-97. Second paragraph: Accepted AT&T language; rejected GTE language.	Att. 14, App. 8. First paragraph: removed AT&T's and GTE's proposed language. Inserted revised language pursuant to the Commission's order. Second paragraph - Removed GTE proposed language and unbolded AT&T proposed language
Attachment 15 - Compensation for Transport & Termination		
Att. 15 ** (pp. 50-51: p. 57 An. A)	Accepted AT&T language.	Att. 15. Unbolded AT&T proposed language.

** Disputed Language is specifically addressed by the Commission