

ORIGINAL  
FILE COPY



BellSouth Telecommunications, Inc. 904 224 7730  
Suite 400 Fax 904 224 5013  
150 South Monroe Street  
Tallahassee, Florida 32301-1556

A. M. Lombardo  
Regulatory Vice President

February 21, 1997

Mrs. Blanca S. Bayo  
Director, Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

970238-TP

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and National Tel pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and National Tel are submitting to the Florida Public Service Commission an amendment to their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to National Tel. The Commission approved the initial agreement between the companies in Order No. PSC-96-1511-FOF-TP issued December 12, 1996.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and National Tel within 90 days of its submission. The Act provides that the Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties agree that neither of these reasons exist as to the agreement they have negotiated and therefore, are very hopeful that the Commission shall approve their agreement.

Very truly yours,

A. M. Lombardo  
Regulatory Vice President

ACK  
AFA  
APP  
CAF  
CMU  
CTR  
FSG

02031 FEB 21 1997

ORIGINAL COPY

AMENDMENT  
TO  
INTERCONNECTION AGREEMENT BETWEEN  
NATIONAL TEL AND  
BELLSOUTH TELECOMMUNICATIONS, INC. DATED JULY 19, 1996

Pursuant to this Agreement (the "Amendment"), National Tel and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated July 19, 1996 ("Interconnection Agreement").

NOW WHEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, National Tel and BellSouth hereby covenant and agree as follows:

1. The Parties agree that BellSouth will, upon request, provide and National Tel will accept and pay for (1) loops, (2) loop cross-connections and (3) loop channelization in accordance with the schedule of prices set forth in Attachment C-2 to this Amendment which is incorporated herein by reference, in and for the states reflected on Attachment C-2.

2. The Parties agree that the prices reflected herein shall be "true-up" (up or down) based on final prices either determined by further agreement or by final order (including any appeals) of the relevant public service commission or other body having jurisdiction over the subject matter of this Amendment, which final order meets the criteria contained in paragraph 4 hereof. The "true-up" will consist of comparing the actual volumes and demand for each item, together with the price associated with such item by this Amendment, with the final prices determined for each item. Each party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the body having jurisdiction over the matter for the affected states shall be called upon to resolve such differences or that they will submit the matter to commercial arbitration in accordance with the terms contained in Article XIV of the Interconnection Agreement.

3. The Parties agree that they may continue to negotiate as appropriate in an effort to obtain final prices for each of these items, but in the event that no such agreement is reached within six (6) months of this Amendment (which time can be extended by mutual agreement of the Parties) either party may petition the public service commission or other regulatory body to resolve such disputes and to determine final rates for each of the items covered by this Amendment. Alternatively, upon their mutual agreement, the parties may submit the matter to commercial arbitration in accordance with the terms contained in Article XIV of the Interconnection Agreement.

DOCUMENT NUMBER 01E  
#62606  
D2091 JUL 21 1996  
FBI - MEMPHIS

4. Any final order that forms the basis of a "true-up" under this Amendment shall meet the following criteria:

(a) It shall be in a proceeding to which National Tel and BellSouth are entitled to be full parties to the proceeding.

(b) It shall apply the provisions of the Telecommunications Act of 1996, including, but not limited to, Section 252(d)(1) and all effective implementing rules and regulations; provided that said Act and such regulations are in effect at the time of the final order.

(c) It shall include as an issue the geographic deaveraging of unbundled element rates, which deaveraged rates, if any are required by said final order, shall form the basis of any "true-up."

5. The Parties agree that all of the other provisions of the Interconnection Agreement, dated July 19, 1996, shall remain in full force and effect. Nothing in this Amendment shall in any way limit National Tel's ability to select substitute rates for local loops, loop cross connects, or loop channelization pursuant to the terms of Article XXII of the Interconnection Agreement relating to "most favorable" treatment.

6. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate state public service commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

\_\_\_\_\_  
NATIONAL TEL, INC.

By: Mark A. Mason

DATE: January 29, 1997

\_\_\_\_\_  
BELLSOUTH TELECOMMUNICATIONS,  
INC.

By: [Signature]

DATE: January 30, 1997

# ATTACHMENT C-2

States	Alabama		Florida		Georgia		Kentucky	
	Monthly	Nonrecurring*	Monthly	Nonrecurring*	Monthly	Nonrecurring*	Monthly	Nonrecurring*
Unbundled Exchange Access Loop**	2-Wire Analog	\$18.00	\$17.00	\$44.80	\$17.00	\$25.80	\$17.00	\$58.40
	4-Wire Analog	\$28.80	\$27.20	\$44.80	\$27.20	\$25.80	\$27.20	\$58.40
	2-Wire ADSL/HDSL	\$18.00	\$17.00	\$44.80	\$17.00	\$25.80	\$17.00	\$58.40
	4-Wire HDSL	\$28.80	\$27.20	\$44.80	\$27.20	\$25.80	\$27.20	\$58.40
	2-Wire ISDN Digital	\$28.80	\$27.20	\$44.80	\$27.20	\$25.00	\$27.20	\$58.40
Cross-Connects	2-Wire Analog	\$0.30	\$0.30	\$15.20	\$0.30	\$12.60	\$0.30	\$16.00
	4-Wire Analog	\$0.50	\$0.50	\$15.20	\$0.50	\$12.60	\$0.50	\$16.00
Loop Channelization Equipment Per Line		\$400.00	\$400.00	\$325.00	\$400.00	\$325.00	\$400.00	\$525.00
		\$1.15	\$1.15	\$8.00	\$1.15	\$8.00	\$1.15	\$8.00

\* These rates reflect 80% of the Business Service Connection Charge. If the Business Service Connection Charge is modified, this rate will become 80% of the revised rate.

\*\* In the event that an unbundled loop ordered by National Tel is part of an Integrated Digital Loop Carrier (IDLC) system, the loop will be unbundled from the IDLC and provided to National Tel in accordance with the corresponding rates specified above.

ATTACHMENT C-2

States	Louisiana		Mississippi		North Carolina		South Carolina		
	Monthly	Nonrecurring*	Monthly	Nonrecurring*	Monthly	Nonrecurring*	Monthly	Nonrecurring*	
Unbundled Exchange Access Loop**	2-Wire Analog	\$17.00	\$68.00	\$22.00	\$53.36	\$17.00	\$33.00	\$18.00	\$51.20
	4-Wire Analog	\$27.20	\$68.00	\$35.20	\$53.36	\$27.20	\$33.00	\$28.80	\$51.20
	2-Wire ADSL/HDSL	\$17.00	\$68.00	\$22.00	\$53.36	\$17.00	\$33.00	\$18.00	\$51.20
	4-Wire HDSL	\$27.20	\$68.00	\$35.20	\$53.36	\$27.20	\$33.00	\$28.80	\$51.20
	2-Wire ISDN Digital	\$27.20	\$68.00	\$35.20	\$53.36	\$27.20	\$33.00	\$28.80	\$51.20
	Cross-Connects								
Loop Channelization Equipment Per Line	2-Wire Analog	\$0.30	\$23.80	\$0.30	\$13.00	\$0.30	\$11.60	\$0.30	\$8.00
	4-Wire Analog	\$0.50	\$20.80	\$0.50	\$13.00	\$0.50	\$11.60	\$0.50	\$8.00
Loop Channelization Equipment Per Line		\$400.00	\$525.00	\$400.00	\$525.00	\$400.00	\$525.00	\$400.00	\$525.00
		\$1.15	\$8.00	\$1.15	\$8.00	\$1.15	\$8.00	\$1.15	\$8.00

\* These rates reflect 80% of the Business Service Connection Charge. If the Business Service Connection Charge is modified, this rate will become 80% of the revised rate.

\*\* In the event that an unbundled loop ordered by National Tel is part of an Integrated Digital Loop Carrier (IDLC) system, the loop will be unbundled from the IDLC and provided to National Tel in accordance with the corresponding rates specified above.

# ATTACHMENT C-2

States: Tennessee

Rate Elements	Monthly	Nonrecurring**
Unbundled Exchange Access Loop**		
2-Wire Analog	\$18.00	\$46.80
4-Wire Analog	\$28.80	\$46.80
2-Wire ADSL/HDSL	\$18.00	\$46.80
4-Wire HDSL	\$28.80	\$46.80
2-Wire ISDN Digital	\$28.80	\$46.80
Cross-Connects		
2-Wire Analog	\$0.30	\$19.20
4-Wire Analog	\$0.60	\$19.20
Loop Channelization Equipment Per Line	\$400.00	\$525.00
	\$1.15	\$8.00

\* These rates reflect 80% of the Business Service Connection Charge. If the Business Service Connection Charge is modified, this rate will become 80% of the revised rate.

\*\* In the event that an unbundled loop ordered by National Tel is part of an Integrated Digital Loop Carrier (IDLC) system, the loop will be unbundled from the IDLC and provided to National Tel in accordance with the corresponding rates specified above.