

ORIGINAL 9
FILE COPY

BELLSOUTH

BellSouth Telecommunications, Inc. 904 224-7798
Suite 400 Fax 904 224-5073
150 South Monroe Street
Tallahassee, Florida 32301-1556

A. M. Lombardo
Regulatory Vice President

March 13, 1997

970314-TP

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

Re: Approval of Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Intermedia Communications, Inc. 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 Intermedia Communications, Inc. are submitting to the Florida Public Service Commission two amendments 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 Intermedia Communications, Inc. The Commission approved the prior agreement between the companies in Order No. PSC-96-1236-FOF-TP issued October 7, 1996.

ACK ✓
AFA _____ Pursuant to section 252(e) of the Act, the Commission is charged with approving or
DP _____ rejecting the negotiated agreement between BellSouth and Intermedia Communications, Inc.
DIF _____ within 90 days of its submission. The Act provides that the Commission may only reject such
CMU _____ an agreement if it finds that the agreement or any portion of the agreement discriminates against
CTR _____ a telecommunications carrier not a party to the agreement or the implementation of the
EAG _____ agreement or any portion of the agreement is not consistent with the public interest, convenience
LEG _____ and necessity. Both parties aver that neither of these reasons exist as to the agreement they have
LIN _____ negotiated and therefore, are very hopeful that the Commission shall approve their agreement.

Very truly yours,
A. M. Lombardo
A. M. Lombardo
Regulatory Vice President

OPC _____
RCH _____
SEC _____
WAS _____
OTH _____

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DOCUMENT NUMBER-DATE
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FPC-RECORDS/REPORTING

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AMENDMENT

TO

INTERCONNECTION AGREEMENT BETWEEN
INTERMEDIA COMMUNICATIONS, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC. DATED JULY 1, 1996

Pursuant to this Agreement (the "Amendment"), Intermedia Communications, Inc., ("ICI") 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 1, 1996 ("Interconnection Agreement").

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

Eliminations and Insertions

1. The Parties agree to eliminate and strike out of the Interconnection Agreement all of paragraphs IV(C) and IV(D) on page 4, and inserting in place thereof the following paragraphs:

C. Left Blank Intentionally

D. Each party will report to the other a Percentage Local Usage ("PLU") and the application of the PLU will determine the amount of local minutes to be billed to the other party. Until such time as the actual usage data is available or at the expiration of the first year after the execution of this Agreement, the parties agree to utilize a mutually acceptable surrogate for the PLU factor. For purposes of developing the PLU, each party shall consider every local call and every long distance call. Effective on the first of January, April, July and October of each year, the parties shall update their PLU.

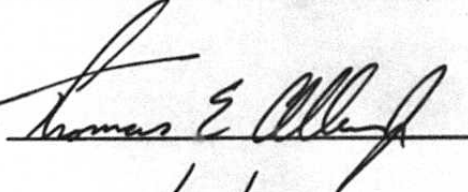
2. The Parties further agree to eliminate and strike out of the Interconnection Agreement all of the language of Attachment A, leaving Attachment A blank intentionally.

3. The Parties agree that all of the other provisions of the Interconnection Agreement, dated July 1, 1996, shall remain in full force and effect.

4. 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.

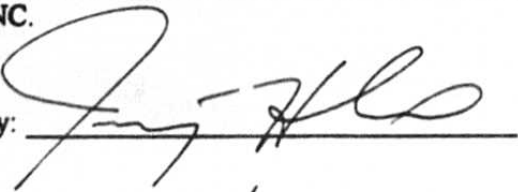
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

INTERMEDIA COMMUNICATIONS, INC.

By: 

DATE: 2/24/97

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

DATE: 2/24/97

AMENDMENT

TO

INTERCONNECTION AGREEMENT BETWEEN INTERMEDIA COMMUNICATIONS INC. AND BELLSOUTH TELECOMMUNICATIONS, INC. DATED JULY 1, 1996

Pursuant to this Agreement (the "Amendment"), Intermedia Communications Inc. ("ICI") 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 1, 1996 ("Interconnection Agreement").

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

1. The Parties agree that BellSouth will, upon request, provide and ICI will accept and pay for (1) loops, (2) loop cross-connections (3) dedicated transport and (4) unbundled packet switching 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 XXIII of the Interconnection Agreement.

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 ICI 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 1, 1996, shall remain in full force and effect. Nothing in this Amendment shall in any way limit ICI's ability to select substitute rates for local loops, loop cross connects, or dedicated transport pursuant to the terms of Article XXI 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.

INTERMEDIA COMMUNICATIONS INC.

By: 

DATE: 2-24-97

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

DATE: 2/24/97

Interim UDL-4W Rates

STATE	RECURRING	NON-RECURRING	
		1ST	ADD'L
ALABAMA	\$27.00	\$475.00	\$325.00
FLORIDA	\$30.50	\$510.00	\$350.00
GEORGIA	\$25.50	\$525.00	\$375.00
KENTUCKY	\$36.00	\$550.00	\$375.00
LOUISIANA	\$34.00	\$500.00	\$350.00
MISSISSIPPI	\$24.50	\$475.00	\$325.00
N. CAROLINA	\$24.00	\$525.00	\$350.00
S. CAROLINA	\$27.50	\$525.00	\$350.00
TENNESSEE	\$25.00	\$500.00	\$350.00

These rates are for a 4-wire Unbundled Digital Loop capable of 56kbps or 64kbps data traffic. The loop extends from the Network Interface Device (NID) at the customer's premises to the Main Distribution Frame (MDF) at that customer's central office.

These rates do not include any other Unbundled Network Element (UNE) or any cross-connects to such UNEs or collocation space.

Additional Loop Rates

STATE	2-WIRE ISDN		4-WIRE DS1 DIGITAL	
	Monthly	NR	Monthly	NR
FLORIDA	\$40.00	\$306.00 / 1st \$283.00 / Add'l	\$80.00	\$540.00 / 1st \$465.00 / Add'l
GEORGIA	\$27.20	\$25.80	\$117.00	\$665.00 / 1st \$315.00 / Add'l
N. CAROLINA	\$27.20	\$33.00	\$238.00	\$837.92 / 1st \$494.19 / Add'l

Dedicated Transport - DS1 Level

STATE	Monthly		NR
	FLORIDA	\$1.60 \$59.75	- per mile - fac. term.
GEORGIA	\$105.12 \$0.00	- per link - fac. term.	\$100.49
NORTH CAROLINA	\$23.00 \$90.00	- per mile - fac. term.	\$100.49

Interim Cross-Connect Rates

STATE	2-WIRE ANALOG		4-WIRE ANALOG	
	Monthly	NR	Monthly	NR
ALABAMA	\$.30	\$18.40	\$.50	\$18.40
FLORIDA	\$.30	\$15.20	\$.50	\$15.20
GEORGIA	\$.30	\$12.60	\$.50	\$12.60
KENTUCKY	\$.30	\$16.00	\$.50	\$16.00
LOUISIANA	\$.30	\$20.80	\$.50	\$20.80
MISSISSIPPI	\$.30	\$13.00	\$.50	\$13.00
N. CAROLINA	\$.30	\$11.60	\$.50	\$11.60
S. CAROLINA	\$.30	\$8.00	\$.50	\$8.00
TENNESSEE	\$.30	\$19.20	\$.50	\$19.20

Unbundled Packet Switching UNE Proxy Pricing

Until cost studies are completed, BST will use the following rates on an interim basis.

The following rates will apply for Frame Relay UNEs in Florida.

	Non-Recurring	Recurring
User Network Interface - 56 Kbps	\$300	\$ 62
User Network Interface - 64 Kbps	300	70
User Network Interface - 1.536 Mbps	410	294
User Network Interface - 44.210 Mbps	1,050	2,426
Network Network Interface - 56 Kbps	300	62
Network Network Interface - 64 Kbps	300	70
Network Network Interface - 1.536 Mbps	410	294
Network Network Interface - 44.210 Mbps	1,050	2,426
Data Link Connection Identifier	25	1.50
Committed Information Rate		
0 Bps	0	0
1-32 Kbps	0	7
33-56 Kbps	0	12
57-64 Kbps	0	13
65-128 Kbps	0	18
129-256 Kbps	0	24
257-384 Kbps	0	28
385-512 Kbps	0	32
513-768 Kbps	0	38
769Kbps-1.536 Mbps	0	55
1.537-4 Mbps	0	120
5-10 Mbps	0	160
11-16 Mbps	0	228
17-34 Mbps	0	250
35-44.210 Mbps	0	370