

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request for approval of amendments to interconnection agreement negotiated by BellSouth Telecommunications, Inc. and Intermedia Communications, Inc., pursuant to Sections 251, 252, and 271 of the Telecommunications Act of 1996.

DOCKET NO. 970314-TP  
ORDER NO. PSC-97-0771-FOF-TP  
ISSUED: July 1, 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 AMENDMENT TO INTERCONNECTION,  
RESALE AND UNBUNDLING AGREEMENT

BY THE COMMISSION:

On February 24, 1997, BellSouth Telecommunications, Inc. (BST) and Intermedia Communications, Inc. (Intermedia) executed an amendment to their existing agreement concerning interconnection, resale and unbundling of telecommunications services. The amendment was filed with the Commission on March 13, 1997, for approval under 47 U.S.C. § 252(e) of the Telecommunications Act of 1996, (the Act). The Commission approved the initial agreement between the companies in Order No. PSC-96-1236-FOF-TP, issued October 7, 1996. The amendment to the agreement is attached to this Order as Attachment A and incorporated by reference herein.

Both the Act and Chapter 364, Florida Statutes, encourage parties to enter into negotiated agreements to bring about local exchange competition as quickly as possible. Under the requirements of 47 U.S.C. § 252(e), negotiated agreements must be submitted to the state commission for approval. Section 252(e)(4) requires the state commission to reject or approve the agreement within 90 days after submission or it shall be deemed approved.

DOCUMENT NUMBER-DATE

06572 JUL-15

REG. FILE NUMBER REFERRING

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This amendment to the existing agreement governs the relationship between the parties pursuant to 47 U.S.C. § 251 of the Act. Under 47 U.S.C. § 252(a)(1), "the agreement shall include a detailed schedule of itemized charges for interconnection and each service or network element included in the agreement." The amendment includes provisions covering terms and conditions for unbundled loops, loop cross-connections, dedicated transport, and unbundled packet switching. The companies agree that the prices shall be "trued-up" based on final prices either determined by further agreement or by final order of the Commission, or other body having jurisdiction over the subject matter of this amendment.

Upon review of the proposed amendment to the agreement, we find that it complies with Florida law and the Telecommunications Act of 1996 and we approve it. BST and Intermedia must file any supplements or modifications to their agreement with the Commission for review under the provisions of 47 U.S.C. § 252(e). We note that approval of this amendment to the existing agreement does not constitute a determination that BST has met the requirements of Section 271 of the Telecommunications Act.

Based on the foregoing, it is

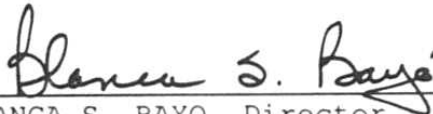
ORDERED by the Florida Public Service Commission that the amendment to the existing agreement concerning interconnection, resale and unbundling of telecommunications services between BellSouth Telecommunications, Inc. and Intermedia Communications, Inc. is incorporated by reference into this Order, and hereby approved. It is further

ORDERED that any supplements or modifications to their agreement must be filed with the Commission for review under the provisions of 47 U.S. C. Section 252 (e). It is further

ORDERED that this docket shall be closed.

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By ORDER of the Florida Public Service Commission this 1st,  
day of July, 1997.



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BLANCA S. BAYO, Director  
Division of Records and Reporting

(S E A L)

KMP

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).

AMENDMENT  
ATTACHMENT A  
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.

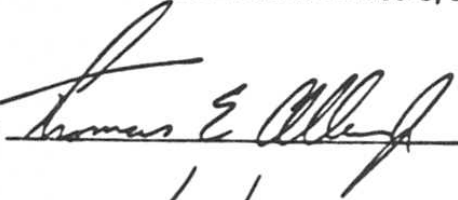
2. The Parties further agree to eliminate and strike out of the Interconnection Agreement all of the language of Attachment A, leaving Attachment A blank intentionally.

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.

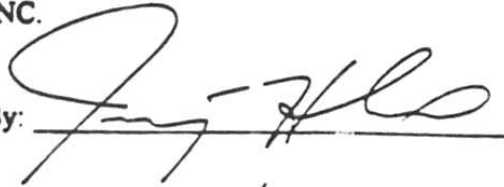
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

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.	\$100.49
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-Recuring	Recuring
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	36
769Kbps-1.536 Mbps	0	55
1.537-4 Mbps	0	120
5-10 Mbps	0	160
11-16 Mbps	0	226
17-34 Mbps	0	250
35-44.210 Mbps	0	370