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A. M. Lombardo  
Regulatory Vice President

November 20, 1997

971536 -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 an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Time Warner Communications 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 Time Warner Communications 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 Time Warner Communications. The original agreement was filed on October 16, 1997 in Docket 971369-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Time Warner Communications 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 aver 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,

  
Regulatory Vice President

(2X)

DOCUMENT NUMBER-DATE  
11983 NOV 20 5  
FPSC-RECORDS/REPORTING

ORIGINAL

AMENDMENT

TO

MASTER INTERCONNECTION AGREEMENT BETWEEN  
TIME WARNER COMMUNICATIONS AND  
BELLSOUTH TELECOMMUNICATIONS, INC. DATED JUNE 1, 1996

Pursuant to this Agreement (the "Amendment"), Time Warner Communications ("Time Warner") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Master Interconnection Agreement between the Parties dated June 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, Time Warner and BellSouth hereby covenant and agree as follows

1. The Parties agree to adopt the Bona Fide Request Process attached hereto as Exhibit F. The Bona Fide Request Process applies only when Time Warner requests services and unbundled network elements that are not otherwise provided for in the Interconnection Agreement.

2. Article V, Section 5.02 is hereby deleted in its entirety and replaced with the a new Article V, Section 5.02 as follows:

5.02 Compensation for Call Termination. The following compensation rates shall apply for traffic delivered between the Parties pursuant to this Agreement.

a. The delivery of Local Traffic between Companies and BellSouth shall be reciprocal and compensation shall be mutual. For terminating Local Traffic (other than Transit Calls constituting Local Traffic) on each other's networks the parties shall pay each other the rates set forth in Exhibit G (Florida, Mississippi, and North Carolina) for Call Transport and Termination on a per minute of use basis. The reciprocal rate in Tennessee is \$ .004 per minute of use for End Office termination and \$.0015 for Tandem Office termination (including transport) and \$.0055 (plus transport) for termination through the End Office and Tandem Office.

b. The Parties will compensate each other at the rate applicable to Tandem office termination for the provision of intermediary tandem switching and transport services with respect to Transit Calls constituting Local Traffic.

c. The delivery of intrastate toll traffic between the Company and BellSouth shall be reciprocal and compensation will be mutual. Each Party shall pay each other identical rates for terminating the same type of traffic on each

other's network. The Parties will pay each other BellSouth's intrastate Exchange Access rate elements on a per minute of use basis for originating and terminating intrastate toll traffic as appropriate.

The following service elements shall apply to intraLATA toll calls (including Toll Free Service Calls whether the provider is a Company or BellSouth), except that certain elements may be inapplicable with collocation

- Tandem Switched Transport
  - Fixed - per minute of use
  - Variable - per minute per mile of use, provided, however that an average mileage of 5 miles shall apply to all intraLATA toll traffic regardless of the actual mileage between the access tandem and the BellSouth end office
- Tandem Switching - per minute of use
- Interconnection charge (IC) - per minute of use
- Local Switching - per minute of use
- Carrier Common Line - per minute of use
- 800 query charge - per query
- Record provision charge for intraLATA 800 records - per record

The applicable rates for the above elements can be found by reference to BellSouth access tariffs.

3. The Parties further agree that effective as of April 24, 1997, Article VI, Section 6.14 (g) shall be amended as follows:

The Parties shall provide RCF arrangements to each other at identical monthly rates. Recurring charges shall not exceed the actual cost of providing the service. There shall be no non-recurring charges. Until otherwise verified by reliable cost studies, actual cost for recurring charges are as follows:

1. Residential Services - \$1.15 per line, including 6 call paths,
2. Business Service - \$2.25 per line, including 10 call paths, and
3. Each additional path - \$.50.

In Florida the above listed rates shall not apply. The parties agree that in Florida each party will be responsible for tracking its own costs relative to providing interim number

portability with the intent that once the FCC has made its final ruling on permanent number portability, each party would then be able to recover its costs pursuant to regulatory rules and orders.

4. Article VI, Section 6.15 is hereby deleted in its entirety and replaced with a new Article VI, Section 6.15 as follows:

BellSouth shall, upon request of Time Warner and to the extent technically feasible, provide to Time Warner access to its unbundled network elements for the provision of Time Warner's telecommunications service at the rates set forth in Exhibit G attached hereto. The Parties acknowledge that Time Warner's access to unbundled network elements in Tennessee is covered by Time Warner's letter to BellSouth dated July 1, 1997.

Access to unbundled Network Elements provided pursuant to this Agreement may be connected to other Services and Elements provided by BellSouth or to any Services and Elements provided by Time Warner itself or by any other vendor. Time Warner may purchase unbundled Network Elements for the purpose of combining Network Elements in any manner that is technically feasible. In all states of BellSouth's operation if BellSouth combines unbundled Network Elements for Time Warner to create services identical to BellSouth's retail offerings, the requested service will be provided as resale and the prices charged to Time Warner for the combined services shall be computed at BellSouth's retail price less the wholesale discount established by the Commission and offered under the same terms and conditions as BellSouth offers the service.

5. Article VI, Section 6.15.1 is added as part of the interconnection agreement to read as follows:

BellSouth will provide the following Unbundled Sub-Loop Elements: Loop Concentrator, Unbundled Sub-Loop, Network Interface Device (NID) and Unbundled Sub-Loop Feeder pursuant to the rates and conditions set forth in Table 1 below:

Table 1\*

State	Loop Concentrator per system	Unbundled Sub-Loop	NID Per line, per month	Unbundled Sub-Loop Feeder
Florida	BFR	\$7.00	\$0.76	BFR
Mississippi	BFR	BFR	\$0.67	BFR
North Carolina	BFR	BFR	\$0.52	BFR
Tennessee	\$2.73	\$9.23 excluding NID	\$0.56	BFR

\* The above stated rates are monthly rates and do not include non-recurring rates

The Parties agree that the prices reflected in Table I, except as noted in Florida's price table, shall be subject to true-up (up or down) based on final prices either determined by further agreement or by a final order (including any appeals) of the relevant public service commission or other body having jurisdiction over the subject matter of this Amendment. The prices shown for Florida in Table I are interim and subject to true-up. 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 XX of the Interconnection Agreement.

6. By making these elements available to Time Warner, the parties reserve the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.

7. All references in the Interconnection Agreement to "this Agreement" or "the Agreement" shall be deemed to refer to the Interconnection Agreement as amended hereby. Exhibits F and G hereto shall be added as Exhibits F and G to the Interconnection Agreement.

## Exhibit F

### BONA FIDE REQUEST PROCESS

- 1.0 Bona Fide Requests are to be used when Time Warner requests a change to any Services and Elements, including any new features, capabilities or functionalities
- 1.1 A Bona Fide Request shall be submitted in writing by Time Warner and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include a Time Warner's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business. The request shall be sent to the Time Warner's Account Executive
- 1.2 The requesting Party may cancel a Bona Fide Request at any time but will pay the other Party reasonable and demonstrable costs of processing and/or implementing the request up to the date of cancellation
- 1.3 Within ten (10) business days of its receipt, BellSouth shall acknowledge in writing, the receipt of the Bona Fide Request and identify a single point of contact and any additional information needed to process the request
- 1.4 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Bona Fide Request, BellSouth shall provide to Time Warner a preliminary analysis of the Bona Fide Request. The preliminary analysis will include an estimate of BellSouth's development costs (plus or minus 25 percent) and state whether BellSouth can meet Time Warner's requirements, the requested availability date, or, if BellSouth cannot meet such date, provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet Time Warner's requested availability date. BellSouth also shall indicate in this analysis its agreement or disagreement with Time Warner's designation of the request as being pursuant to the Act or pursuant to the need of the business. In no event shall any such disagreement delay BellSouth's processing of the request. If BellSouth determines that it is not able to provide Time Warner with a preliminary analysis within thirty (30) days of BellSouth's receipt of a Bona Fide Request, BellSouth will inform Time Warner as soon as practicable. Time Warner and BellSouth will then determine a mutually agreeable date for receipt of the preliminary analysis
- 1.5 As soon as possible, but in no event more than ninety (90) days after receipt of the request, BellSouth shall provide Time Warner with a firm Bona Fide Request quote which will include, at a minimum, the firm availability date, the applicable rates and the installation intervals, and a binding price quote

- 1.6 Unless Time Warner agrees otherwise, all proposed prices shall be in accordance with the pricing principles of the Act, and any applicable FCC and Commission rules and regulations.
- 1.7 Within thirty (30) days after receiving the firm Bona Fide Request quote from BellSouth, Time Warner will notify BellSouth in writing of its acceptance or rejection of BellSouth's proposal.

## **Exhibit G**

**BellSouth/Time Warner Rates - Florida  
Unbundled Network Elements**

**BellSouth/Time Warner Interim Rates - Mississippi  
Unbundled Network Elements**

**BellSouth/Time Warner Interim Rates - North Carolina  
Unbundled Network Elements**



**BELLSOUTH/TIME WARNER RATES - FLORIDA**  
**Unbundled Network Elements**  
(Rates indicated as interim are subject to true-up)

RATE ELEMENT	PROPOSED RATES	
	MONTHLY RECURRING	NONRECURRING
<b>AIN RELATED SERVICES</b>		
Mediation (1)	Cost plus contribution	
<b>Service Creation Tools</b>		
<b>PortEdge Service Limited Service Offering (2)</b>		
1. Service Establishment (per state)		
(a) Initial Setup	--	\$ 300 00
2. Service Charge		
(a) AdWatch Service (per wire center)	\$ 4 95	\$ 20 00
(b) DesignEdge Service (per subscriber per state)		\$ 10 00
3. Port Connection		
(a) Dial/Shared Access	--	\$ 150 00
(b) ISDN Access	--	\$ 350 00
4. User Identification Codes		
(a) Per User ID Code	--	\$ 75 00
5. Security Card (per User ID Code)		
(a) Initial or Replacement	--	\$ 70 00
6. Storage		
(a) Per Unit	\$ 1 00	--
7. Session		
(a) Per Minute	\$ 0 03	--
8. Company Performed Session		
(a) Per Minute	\$ 2 00	--
<b>DesignEdge Service Limited Service Offering (2)</b>		
1. Service Establishment Charge (per state)		
(a) Initial Setup	--	\$ 500 00
2. Trigger Access Charge (Per trigger, per DN)		
(a) Terminating Attempt	--	\$ 10 00
(b) Off-hook Delay	--	\$ 10 00
(c) Off-hook Immediate	--	\$ 10 00
(d) 10-digit PODP	\$ 10 00	\$ 15 00
(e) CDP	--	\$ 10 00
(f) Feature Code	--	\$ 10 00
3. Basic Messaging Element Charge		
(a) Per basic messaging element	\$ 0 02	--
4. DesignEdge Type 1 Node Charge (per DesignEdge service subscription)		
(a) Per node, per basic messaging element	\$ 0 005	--
5. SCP Storage Charge (per PortEdge service account)		
(a) Per 100 Kilobytes (or fraction thereof)	\$ 1 00	--
6. DesignEdge service Monthly Report		
(a) Per DesignEdge service subscription	\$ 2 00	\$ 8 00
<b>Note(s):</b>		
1. This service is under development.		
2. The Commission did not order rates for AIN services. The rates displayed reflect BellSouth's proposed rates. They are based on existing Florida market trial rates.		

BELLSOUTH/TIME WARNER - FLORIDA  
 UNBUNDLED NETWORK ELEMENTS  
 (Rates indicated as interim are subject to true-up)

RATE ELEMENT	PROPOSED RATES	
	MONTHLY RECURRING	NONRECURRING
<b>AIN RELATED SERVICES (Cont'd) (1)</b>		
<b>Design Edge Service (Cont'd)</b>		
7. DesignEdge service Special Study		
(a) Per DesignEdge service subscription	--	\$ 10 00
8. DesignEdge service Call Event Report		
(a) Per DesignEdge service subscription	\$ 2 00	\$ 8 00
9. DesignEdge service Call Even. Special Study		
(a) Per DesignEdge service subscription	--	\$ 10 00
<b>COLLOCATION - VIRTUAL (2)</b>		
<b>COLLOCATION - PHYSICAL (3)</b>		
Application Fee		\$ 3,850 00
Space Preparation Fee		ICB
Space Construction Fee		\$ 4,500 00
Cable Installation - Per Entrance Cable		\$ 2,750 00
Floor Space Zone A, Per Square Foot	\$ 7 50	
Floor Space Zone B, Per Square Foot	\$ 6 75	
Power, Per AMP	\$ 5 00	
Cable Support Structure, Per Entrance Cable	\$ 13 35	
<b>POT Bay (Optional Point of Termination Bay)</b>		
2-Wire	\$ 0 40	
4-Wire	\$ 1 20	
DS1	\$ 1 20	
DS3	\$ 8 00	
<b>Cross-Connects</b>		
2-Wire Analog	\$ 0 30	\$ 15 20 - First
		\$ 15 20 - Add'l
4-Wire Analog	\$ 0 50	\$ 15 20 - First
		\$ 15 20 - Add'l
DS1	\$ 8 00	\$ 155 00 - First
		\$ 27 00 - Add'l
DS3	\$ 72 00	\$ 155 00 - First
		\$ 27 00 - Add'l
<b>Security Escort</b>		
Basic - 1st half hour		\$ 41 00
Overtime - 1st half hour		\$ 48 00
Premium - 1st half hour		\$ 55 00
Basic - additional		\$ 25 00
Overtime - additional		\$ 30 00
Premium - additional		\$ 35 00
<b>Note(s):</b>		
1 The Commission did not order rates for AIN services. The rates displayed reflect BellSouth's proposed rates. They are based on existing Florida market trial rates.		
2 The Commission ordered BellSouth to file a TSLRIC cost study for virtual and physical collocation. The rates displayed are BellSouth's proposed interim rates and are set forth in Section E20 of the Access Service Tariff.		
3 The Commission ordered BellSouth to file a TSLRIC cost study for virtual and physical collocation. The rates displayed are BellSouth's proposed interim rates.		

**BELLSOUTH/TIME WARNER RATES - FLORIDA**  
**Unbundled Network Elements**  
(Rates indicated as interim are subject to true-up)

RATE ELEMENT	PROPOSED RATES	
	RATE PER YEAR	NONRECURRING
<b>ACCESS TO POLES, DUCTS AND CONDUITS AND RIGHTS OF WAY (1)</b>		
- Poles	\$ 4 20	
- Conduit, per foot	\$ 0 56	
- Work performed by BellSouth employees as developed in accordance with FCC Accounting Rules		Loaded labor rate as developed in accordance with FCC Accounting Rules for work performed by BST employees
<b>PROPOSED RATES</b>		
RATE ELEMENT	MONTHLY RECURRING	NONRECURRING
<b>UNBUNDLED EXCHANGE ACCESS LOOPS</b>		
- 2 Wire Analog Voice Grade Loop	\$ 17 00	\$ 140 00 - First \$ 42 00 - Add'l
- 4 Wire Analog Voice Grade Loop	\$ 30 00	\$ 141 00 - First \$ 43 00 - Add'l
- 2 Wire ISDN Digital	\$ 40 00	\$ 306 00 - First \$ 283 00 - Add'l
- 4 Wire DS1 Digital Grade Loop	\$ 80 00	\$ 540 00 - First \$ 465 00 - Add'l
<b>END OFFICE SWITCHING</b>		
End Office Switching, usage, per mou	\$ 0 0175	- First
	\$ 0 0050	- Add'l
Tandem Switching, per mou	\$ 0 00029	
Tandem Intermediary Charge (2)	\$ 0 002	
<b>Unbundled Ports</b>		
- 2 Wire Analog Port, per line, per month	\$ 2 00	\$ 38 00 - First \$ 15 00 - Add'l
- 4 Wire Analog Port	\$ 10 00	Int \$ 38 00 Int - First \$ 15 00 Int - Add'l
- 2 Wire ISDN Port	\$ 13 00	\$ 88 00 - First \$ 66 00 - Add'l
- 2 Wire DID (3)	TBD	TBD - First TBD - Add'l
- 4 Wire ISDN (3)	TBD	TBD - First TBD - Add'l
- 4 Wire DS1	\$ 125 00	\$ 112 00 - First \$ 91 00 - Add'l
- Rotary Service (hunting)	\$ 0 25	\$ 3 00

- Note(s):
1. The Commission did not order rates for rights-of-way. The rates displayed reflect BellSouth's proposed rates that are the cable television rates in effect today.
  2. The Commission did not order a rate for this service. The intermediary service allows an ALEC call to be transported across the BellSouth network and terminate at another telecommunications carrier. BellSouth's proposed rate is indicated here.
  3. The Commission did not order a rate for this element.

**BELLSOUTH/TIME WARNER RATES - FLORIDA**  
**Unbundled Network Elements**  
(Rates indicated as interim are subject to true-up)

RATE ELEMENT	PROPOSED RATES	
	MONTHLY RECURRING	NONRECURRING
<b>NETWORK INTERFACE DEVICE (NID)</b>		
- per line, per month	\$ 0 76	Int
<b>LOCAL TRANSPORT</b>		
<b>Dedicated Transport</b>		
- DS1 per Facility Termination	\$ 59 75	\$ 100 49 Int
- DS1 per Mile	\$ 1 60	
<b>Common Transport</b>		
- Facility Termination, per mou	\$ 0 0005	
- Per mile	\$ 0 000012	
<b>CALL TRANSPORT AND TERMINATION (Compensation for Exchange of Local Traffic)</b>		
End Office Interconnection including transport, per mou	\$ 0 002	
Tandem Interconnection including transport, per A51 mou	\$ 0 00125	
Termination through both EO and Tdm, including transport, per mou	\$ 0 00325	
<b>UNBUNDLED LOOP CHANNELIZATION SYSTEM (Inside C.O.)</b>		
- Per system (DS1 to VG)	\$ 480 00	\$ 350 00 - First \$ 90 00 - Add'l
- Per C. O. Channel Interface - Voice	\$ 1 50	\$ 5 75 - First \$ 5 50 - Add'l
<b>UNBUNDLED SIGNALING</b>		
CCS7 Signaling Connections (Links), 56 Kbps	\$ 5 00	\$ 400 00
CCS7 Signaling Termination (Port)	\$ 113 00	
CCS7 Signaling Usage		
- Refers to the messages traversing the BellSouth signaling network for call set-up and non-call set-up purposes	\$ 0 00001	Call set-up msg
	\$ 0 00004	TCAP msg
CCS7 Signaling Usage Surrogate, 56 Kbps facility (1)	\$ 64 00	
<b>SERVICE CONTROL POINTS</b>		
AIN, per message	\$ 0 00004	Int
<b>Line Information Database Access Service (LIDB)</b>		
<b>Validation (FCC No. 1, Sec. 19) (2)</b>		
- LIDB Common Transport, per query	\$ 0 00030	
- LIDB Validation, per query	\$ 0 03800	
- Orig. Point Code Establishment or Change, per estab or change		\$ 91 00
<b>Note(s):</b>		
1. Where signaling usage measurement and billing capability exists, CCS7 Signaling Usage will be billed on a per message basis. Where measurement capability does not exist, CCS7 Signaling Usage will be billed on a per 56 Kbps facility basis.		
2. The Commission did not order a rate for this element. BellSouth's proposed rates reflect BellSouth's tariffed rates as set forth in Section 19, FCC No. 1.		

**BELLSOUTH/TIME WARNER RATES - FLORIDA**  
**Unbundled Network Elements**  
**(Rates indicated as interim are subject to true-up)**

RATE ELEMENT	PROPOSED RATES	
	MONTHLY RECURRING	NONRECURRING
<b>SERVICE CONTROL POINTS (Cont'd)</b>		
<b>800 Access Ten Digit Screening Service (1)</b>		
- Per 800 Call Utilizing 800 Acc.Ten Digit Screening Svc. w/800 Number Delivery, per query	\$ 0 004	
- Per 800 Call Utilizing 800 Acc.Ten Digit Screening Svc. w/800 Number Delivery, for 800 Numbers, w/ Optional Complex Features, per query	\$ 0 0045	
- Per 800 Call Utilizing 800 Acc.Ten Digit Screening Svc. w/POTS Number Delivery, per query	\$ 0 004	
- Per 800 Call Utilizing 800 Acc.Ten Digit Screening Svc. w/POTS Number Delivery, w/Optional Complex Features, per query	\$ 0 0045	
- Reservation Charge per 800 Number reserved		\$ 28 50 - First
		\$ 0 50 - Add'l
- Establishment Charge per 800 number established w/ 800 Number Delivery		\$ 59 50 - First
		\$ 1 50 - Add'l
- Est. Charge per 800 number est. w/POTS Number Delivery		\$ 59 50 - First
		\$ 1 50 - Add'l
- Customized Area of Service Per 800 Number		\$ 3 00 - First
		\$ 1 50 - Add'l
- Multiple InterLATA Carrier Routing per carrier requested, per 800 number		\$ 3 50 - First
		\$ 2 00 - Add'l
- Change Charge per request		\$ 43 50 - First
		\$ 0 50 - Add'l
- Call Handling and Destination Features per 800 number		\$ 3 00
<b>Calling Name (CNAM) Query Service - DataBase Owner (2)</b>		
- per query	\$ 0 016	

**Note(s):**

1. The Commission did not order a rate for this service. BellSouth's proposed rates reflect BellSouth's tariffed rates as set forth in E6 and E13.3 of the Access Service Tariff (AST).
2. The Commission did not order a rate for this service. The rate reflected here is BellSouth's proposed rate.

**BELLSOUTH/TIME WARNER RATES - FLORIDA**  
 Unbundled Network Elements  
 (Rates indicated as interim are subject to true-up)

RATE ELEMENT	PROPOSED RATES	
	MONTHLY RECURRING	NONRECURRING
<b>OPERATOR CALL PROCESSING ACCESS SERVICE</b>		
- Operator Provided Call Handling, per min.	\$ 1.00	
- Automated Call Handling, per attempt	\$ 0.10	
- Busy Line Verification, per call	\$ 0.80	
- Emergency Interrupt, per call	\$ 1.00	
<b>DIRECTORY ASSISTANCE (DA) ACCESS SERVICE</b>		
DA Call Completion Access Service, per attempt	\$ 0.03	
Number Services Intercept, per query	\$ 0.01	
DA Access Service Call, per call	\$ 0.25	
<b>DA Transport</b>		
- Sw. Local Channel - DS1 Level, per LC	\$ 133.81	Int \$ 866.97 Int - First \$ 486.83 Int - Add1
- Sw. Dedicated Transport - DS1 level, Per Mile	\$ 16.75	Int
- Facilities Termination	\$ 59.75	Int \$ 100.49 Int
- Switched Common Transport, per DA Acc. Svc. Call	\$ 0.00030	
- Switched Common Transport, per DA Svc. Call Mile	\$ 0.00001	
- Access Tandem Switching, per DA Acc. Svc. Call	\$ 0.00055	
- DA Interconnection, per DA Acc. Svc. Call (1)	\$ 0.00269	
- Installation, trunk side svc., per trunk or signaling connection (1)		\$ 915.00 - First \$ 263.00 - Add1
<b>DA Database Service</b>		
- Use Fee, per listing	\$ 0.001	
- Monthly recurring charge	\$ 100.00	
<b>Direct Access to DA Service</b>		
- DADAS Service Establishment Charge		\$ 820.00
- DADAS Database Service Charge, per month	\$ 5,000.00	
- DADAS per Query	\$ 0.01	
<b>OLEC DAILY USAGE FILE (ODUF) (2)</b>		
1. Recording Service (only applied to unbundled operator services messages), per message	\$ 0.008	
2. Message Distribution, per message	\$ 0.004	
3. Data Transmission, per message	\$ 0.001	
<b>ELECTRONIC INTERFACE (3)</b>	Cost plus contribution	
<b>LERG REASSIGNMENT (4)</b>		
<b>ROUTE INDEX PORTABILITY HUB (4)</b>		
<b>Note(s):</b>		
1. The Commission did not order a rate for this service. The rates reflected herein are BellSouth's proposed rates.		
2. These rates represent negotiated rates between BellSouth and AT&T.		
3. Applies to all ALEC-specific applications.		
4. Time Warner and BellSouth shall pay its own costs in the provision of interim number portability. Time Warner and BellSouth shall track their costs of providing interim number portability with sufficient detail to verify the costs, in order to facilitate the Florida PSC's consideration of recovery of these costs in Docket No. 950737-TP.		

**BELLSOUTH/TIME WARNER RATES - FLORIDA  
 UNBUNDLED NETWORK ELEMENTS  
 (Rates indicated as interim are subject to true-up)**

RATE ELEMENT	PROPOSED RATES	
	MONTHLY RECURRING	NONRECURRING
LOCAL NUMBER PORTABILITY (1)		
Service Provider Number Portability - Remote		
Service Provider Number Portability - Direct Inward Dialed (DID)		
Note(s): 1. Time Warner and BellSouth shall pay its own costs in the provision of interim number portability. Time Warner and BellSouth shall track their costs of providing interim number portability with sufficient detail to verify the costs, in order to facilitate the Florida PSC's consideration of recovery of these costs in Docket No. 950737-TP.		

**BELLSOUTH / TIME WARNER INTERIM RATES - MISSISSIPPI**  
**UNBUNDLED NETWORK ELEMENTS**  
(Rates are subject to true-up)

NETWORK INTERFACE DEVICE (NID), per month	\$	0 67
NONRECURRING CHARGE-customer transfer, records changes, additions excluding new access lines.	\$	5 00
<b>UNBUNDLED EXCHANGE ACCESS LOOPS</b>		
- 2 Wire Analog Voice Grade Loop	\$	25 24
NRC - First (1)	\$	25 00
NRC - Add'l (1)	\$	10 00
- 4 Wire Analog Voice Grade Loop	\$	38 02
NRC - First (1)	\$	25 00
NRC - Add'l (1)	\$	10 00
- 2 Wire ISDN Digital Grade Loop	\$	36 47
NRC (1)	\$	25 00
- 2 Wire ADSL/HDSL Loop	\$	25 24
NRC - First	\$	25 00
NRC - Add'l	\$	10 00
- 4 Wire HDSL Loop	\$	38 02
NRC - First	\$	25 00
NRC - Add'l	\$	10 00
- 4 Wire DS1 Digital Grade Loop	\$	77 39
NRC First	\$	300 00
NRC Add'l	\$	250 00
<b>LOOP CHANNELIZATION SYSTEM (Inside C.O.)</b>		
- Per system, Per Month (DS1 to VG)	\$	397 55
NRC	\$	350 00
- Voice Interface - Per Circuit, Per Month	\$	1 24
NRC	\$	8 00
<b>LOCAL SWITCHING, Per Month</b>		
- 2 Wire Analog Port, per month	\$	1 99
NRC First	\$	3 50
NRC Add'l	\$	3 50
- 4 Wire Analog Port (Coin)	\$	2 28
NRC First	\$	3 50
NRC Add'l	\$	3 50
- 2 Wire DID Port	\$	12 08
NRC First	\$	50 00
NRC Add'l	\$	50 00
- 4 Wire DS1 Port w/DID capability	\$	130 23
NRC First	\$	60 00
NRC Add'l	\$	60 00
- 2 Wire ISDN Digital Port	\$	11 73
NRC First	\$	50 00
NRC Add'l	\$	50 00
- 4 Wire ISDN DS1 Port	\$	270 36
NRC First	\$	75 00
NRC Add'l	\$	75 00
- 2 Wire Analog Hunting, Per Line Per Month	\$	0 12
NRC	\$	
<b>LOCAL SWITCHING USAGE, Per MOU</b>		
- End Office Switching, usage, per mou	\$	0 00221
<b>Note(s):</b>		
1. Nonrecurring charge applies only when field work is required		



**BELLSOUTH /TIME WARNER INTERIM RATES - MISSISSIPPI  
UNBUNDLED NETWORK ELEMENTS  
(Rates are subject to true-up)**

<b>OPERATOR CALL PROCESSING ACCESS SERVICE</b>		
- Operator Provided Call Handling, per call	\$	0 30
- Automated Call Handling, using BST LIDB, per attempt	\$	0 0740
- Automated Call Handling, using foreign LIDB, per attempt	\$	0 0950
DA Access Service Call, per call	\$	0 26625
DA Call Completion Access Service, per attempt	\$	0 0287
Number Services Intercept, per query	\$	0 00915
<b>Inward Operator Services Access Service</b>		
- Busy Line Verification, per call	\$	0 81
- Emergency Interrupt, per call	\$	0 97
<b>DIRECTORY ASSISTANCE (DA) ACCESS SERVICE</b>		
<b>DA Database Service</b>		
- Use Fee, per listing	\$	0 0192
- Monthly recurring charge	\$	120 64
<b>DA Transport</b>		
- Sw. Local Channel - DS1 Level	\$	70 00
NRC First	\$	300 00
NRC Add'l	\$	250 00
- Sw. Dedicated Transport - DS1 level, Per Mile Per Month	\$	1 60
- Facilities Termination, per month	\$	59 75
NRC	\$	100 49
- Switched Common Transport, per DA Acc. Svc. Call	\$	0 001918
- Switched Common Transport, per DA Svc. Call Mile	\$	0 000003
- Access Tandem Switching, per DA Acc. Svc. Call	\$	0 00245
- Installation, trunk side svc., per trunk or signaling connection	\$	
First	\$	
Add'l	\$	
<b>UNBUNDLED EXCHANGE ACCESS IOC (Voice)</b>		
- 0-8 Miles, Fixed Per Month	\$	16 89
Per Mile Per Month	\$	0 007
- 9-25 Miles, Fixed Per Month	\$	16 89
Per Mile Per Month	\$	0 007
- Over 25 Miles, Fixed Per Month	\$	18 26
Per Mile Per Month	\$	0 0775
- Nonrecurring Charge	\$	10 00
<b>DEDICATED TRANSPORT (DS1 &amp; DS3 Levels)</b>		
- DS1, Facility Termination, per month	\$	59 75
NRC	\$	100 49
- DS1, per mile, per month	\$	1 60
- DS3, Facility Termination, per month	\$	600 00
NRC	\$	67 19
- DS3, per mile, per month	\$	40 00
- Digital Cross Connects (3/3, 3/1, 1/0)	To be neg by the Parties(1)	
<b>COMMON TRANSPORT</b>		
Per Mile	\$	0 000012
Facilities Termination, per mou	\$	0 00036
Note(s):		
(1) Neither Party is requesting the Arbitration Panel set rates at this time		

**BELLSOUTH / TIME WARNER INTERIM RATES - MISSISSIPPI**  
**UNBUNDLED NETWORK ELEMENTS**  
 (Rates are subject to true-up)

TANDEM SWITCHING, PER mou	\$	0 003172
<b>UNBUNDLED CCS7 SIGNALING TRANSPORT SERVICE</b>		
CCS7 Signaling Links		
- A Link, per link	\$	19 75
- D Link, per link	\$	25 25
CCS7 Signal Transfer Points		
- ISUP, per message	\$	0 00005
- TCAP, per message	\$	0 00005
CCS7 Signaling Usage, per 56 Kbps Facility per Month	\$	395 00
- Signaling usage surrogate, per 56 kbps facility. This charge is only applicable where signaling usage measurement or 1 billing capability does not exist.		
<b>SERVICE CONTROL POINTS</b>		
<b>Line Information Database Access Service (LIDB)</b>		
<b>Validation (FCC No. 1, Sec. 18)</b>		
- LIDB Common Transport, per query	\$	0 00004
- LIDB Validation, per query	\$	0 00499
- Orig. Point Code Establishment or Change, per estab. or change	\$	91 00
<b>800 Access Ten Digit Screening Service</b>		
- Per 800 Call Utilizing 800 Acc. Ten Digit Screening		
Svc. w/800 Number Delivery, per query	\$	0 00115
- Per 800 Call Utilizing 800 Acc. Ten Digit Screening		
Svc. w/800 Number Delivery, for 800 Numbers, w/ Optional Complex Features, per query	\$	0 0012
- Per 800 Call Utilizing 800 Acc. Ten Digit Screening		
Svc. w/POTS Number Delivery, per query	\$	0 00115
- Per 800 Call Utilizing 800 Acc. Ten Digit Screening		
Svc. w/POTS Number Delivery, w/Optional Complex Features, per query	\$	0 0012
- Reservation Charge per 800 Number reserved		
NRC First	\$	5 00
NRC Add'l	\$	0 50
- Establishment Charge per 800 number established w/800 No. Delivery		
NRC First	\$	5 00
NRC Add'l	\$	2 00
- Est. Charge per 800 number est. w/POTS Number Delivery		
NRC First	\$	5 00
NRC Add'l	\$	2 00
- Change Charge per request		
NRC First	\$	5 00
NRC Add'l	\$	0 50
- Customized Area of Service Per 800 Number		
NRC First	\$	3 00
NRC Add'l	\$	1 50
- Multiple InterLATA Carrier Routing per carrier requested, per 800 number		
NRC First	\$	3 50
NRC Add'l	\$	2 00
- Call Handling and Destination Features per 800 number	\$	3 00
AIN per signaling message	\$	0 0006
<b>Calling Name (CNAM) Query Service - DataBase Owner</b>		
- per query	\$	0 016
<b>CALL TRANSPORT AND TERMINATION</b>		
End Office Interconnection, per mou	\$	0 0026
Tandem Interconnection, per mou	\$	0 0063

**BELLSOUTH / AT&T INTERIM RATES - NORTH CAROLINA**  
**UNBUNDLED NETWORK ELEMENTS**  
 (Rates are subject to true-up)

NETWORK INTERFACE DEVICE (NID), per month	\$	0 52
UNBUNDLED EXCHANGE ACCESS LOOP (1)		
- 2 Wire Analog Voice Grade Loop	\$	16 71
NRC First	\$	86 50
NRC Add'l	\$	27 80
- 4 Wire Analog Voice Grade Loop	\$	27 20
NRC First	\$	86 50
NRC Add'l	\$	27 80
- 2 Wire ISDN Digital Grade Loop	\$	27 20
NRC First	\$	276 98
NRC Add'l	\$	234 99
- 2 Wire ADSL/HDSL Loop	\$	17 00
NRC First	\$	280 15
NRC Add'l	\$	243 91
- 4 Wire HDSL Loop	\$	27 20
NRC First	\$	291 43
NRC Add'l	\$	255 46
- 4 Wire DS1 Digital Grade Loop	\$	151 50
NRC First	\$	568 96
NRC Add'l	\$	335 56
UNBUNDLED LOOPS VIA IDLC (2)		To be negotiated
LOOP CHANNELIZATION SYSTEM (DS1 to VG) (Inside C.O.)		
- Per system (DS1 to VG), Per Month	\$	400 00
NRC First	\$	365 92
NRC Add'l	\$	89 04
- Voice Interface - Per Circuit, Per Month	\$	1 15
NRC First	\$	6 04
NRC Add'l	\$	5 81
COLLOCATION - VIRTUAL (3)		
END OFFICE SWITCHING USAGE, per mou (4)	\$	0 0040
TANDEM SWITCHING, per mou	\$	0 0015
LOCAL SWITCHING, per month		
- 2 Wire Analog Port, per month	\$	2 00
NRC First	\$	24 04
NRC Add'l	\$	9 05
- 4 Wire Analog Port (Coin)	\$	3 15
NRC First	\$	24 17
NRC Add'l	\$	9 63
- 2 Wire DID Port	\$	12 68
NRC First	\$	50 00
NRC Add'l	\$	18 00
- 4 Wire DID Port	\$	120 00
NRC First	\$	145 00
NRC Add'l	\$	126 09
- 2 Wire ISDN Digital Port	\$	12 50
NRC First	\$	75 81
NRC Add'l	\$	56 91
- 4 Wire ISDN DS1 Port	\$	246 00
NRC First	\$	113 86
NRC Add'l	\$	95 80

Note(s):

- Loop rate includes the NID rate.
- Per RAO, p. 27, BellSouth and AT&T will negotiate the rates, terms and conditions for the provision of unbundled Loops via IDLC.
- The Commission ordered the parties to adopt BellSouth's Virtual Collocation rates set forth in BellSouth's Interstate Tariff, FCC 1.
- When TW buys the switch at the unbundled element rate, it will receive vertical services at no additional charge, but when it buys combinations of elements to produce a BellSouth retail service, and thus comes under the resale pricing provisions, it must also pay the wholesale rate for vertical services, if those services are in the retail tariff on the effective date of the Agreement. Vertical services which are not in the retail tariff but which can be provided by the switch will be available at no additional charge.

**BELLSOUTH / TIME WARNER INTERIM RATES -NORTH CAROLINA**  
**UNBUNDLED NETWORK ELEMENTS**  
 (Rates are subject to true-up)

<b>OPERATOR CALL PROCESSING ACCESS SERVICE</b>	
- Operator Provided Call Handling, per mou	\$ 1.06
- Automated Call Handling, per attempt	\$ 0.09
DA Access Service Call, per call	\$ 0.271744
DA Call Completion Access Service, per attempt	\$ 0.036
Number Services Intercept, per query	\$ 0.0077
<b>Inward Operator Services Access Service</b>	
- Busy Line Verification, per call	\$ 0.54
- Emergency Interrupt, per call	\$ 0.65
<b>DIRECTORY ASSISTANCE (DA) ACCESS SERVICE</b>	
<b>DA Database Service</b>	
- Use Fee, per listing	\$ 0.00072
- Monthly recurring charge	\$ 97.39
<b>Direct Access to DA Service</b>	
- DADAS Database Query Charge, per Query	\$ 0.023
- DADAS Database Service Charge, per month	\$ 5,000.00
- DADAS Service Establishment Charge	\$ 1,000.00
DA Transport	Rates as set forth in BST's FCC 1, Sec. 9
<b>LOCAL TRANSPORT</b>	
<b>Dedicated Transport - DS3 Level</b>	
- DS3 Facility Termination Per Month	\$ 1,200.00
NRC	\$ 67.19
- DS3 per Mile Per Month	\$ 175.00
<b>Dedicated Transport - DS1 Level</b>	
- DS1 Facility Termination Per Month	\$ 90.00
NRC	\$ 100.49
- DS1 per Mile Per Month	\$ 23.00
<b>Dedicated Transport - DS0 Level</b>	
- DS0 Facility Termination Per Month	\$ 38.37
NRC	\$ 24.01
- DS0 per Mile Per Month	\$ 3.95
<b>Common Transport</b>	
- Facilities Termination per mou	\$ 0.00036
- Per Mile per mou	\$ 0.00004
<b>CALL TRANSPORT AND TERMINATION</b>	
End Office Switching, per mou	\$ 0.0040
Tandem Switching, per mou	\$ 0.0015
Transport	Network element prices for shared and dedicated transport apply, as appropriate.

**BELLSOUTH / TIME WARNER INTERIM RATES - NORTH CAROLINA  
UNBUNDLED NETWORK ELEMENTS  
(Rates are subject to true-up)**

<b>UNBUNDLED CCS7 SIGNALING TRANSPORT SERVICE</b>	
CCS7 Signaling Connection Links, A Link or B Link, 56 Kbps per Month	\$ 155.00
NRC	\$ 510.00
CCS7 Signaling Termination (Port) per STP, per Month	\$ 355.00
<b>SERVICE CONTROL POINTS</b>	
<b>Line Information Database Access Service (LIDB)</b>	
<b>Validation (FCC No. 1, Sec. 19) (1)</b>	
- LIDB Common Transport, per query	\$ 0.00030
- LIDB Validation, per query	\$ 0.038
- Orig. Point Code Establishment or Change, per estab. or change	\$ 91.00
<b>800 Access Ten Digit Screening Service</b>	
- Per 800 Call Utilizing 800 Acc.Ten Digit Screening Svc. w/800 Number Delivery, per query	\$ 0.00365
- Per 800 Call Utilizing 800 Acc.Ten Digit Screening Svc. w/800 Number Delivery, for 800 Numbers, w/ Optional Complex Features, per query	\$ 0.00431
- Per 800 Call Utilizing 800 Acc.Ten Digit Screening Svc. w/POTS Number Delivery, per query	\$ 0.00383
- Per 800 Call Utilizing 800 Acc.Ten Digit Screening Svc. w/POTS Number Delivery, w/Optional Complex Features, per query	\$ 0.00431
- Reservation Charge per 800 Number reserved	
NRC First	\$ 27.00
NRC Add'l	\$ 0.50
- Establishment Charge per 800 number established w/800 No. Delivery	
NRC First	\$ 61.00
NRC Add'l	\$ 1.50
- Est. Charge per 800 number est. w/POTS Number Delivery	
NRC First	\$ 61.00
NRC Add'l	\$ 1.50
- Change Charge per request	
NRC First	\$ 41.00
NRC Add'l	\$ 0.50
- Customized Area of Service Per 800 Number	
NRC First	\$ 3.00
NRC Add'l	\$ 1.50
- Multiple InterLATA Carrier Routing per carrier requested, per 800 number	
NRC First	\$ 3.50
NRC Add'l	\$ 2.00
- Call Handling and Destination Features per 800 number:	\$ 3.00
Note(s):	
1. Rates displayed reflect BellSouth's proposed interim rates.	

**BELLSOUTH/TIME WARNER INTERIM RATES - NORTH CAROLINA  
UNBUNDLED NETWORK ELEMENTS  
(Rates are subject to true-up)**

<b>AIN DATABASE</b>	
- Basic Messaging Element Charge, per basic messaging element	To be negotiated
- Mediation	To be negotiated
<b>INTERIM NUMBER PORTABILITY</b>	
<b>Remote Call Forwarding (RCF)</b>	
- Business Line/10 paths, per number ported, per month	\$ 2.25
- Residence Line/6 paths, per number ported, per month	1.15
- Additional capacity for simultaneous call forwarding, per add'l path	0.50
- Rate per order, per end user location	\$ .
<b>ACCESS TO POLES, DUCTS, CONDUITS &amp; RIGHTS OF WAY (1)</b>	
- Poles, per year	\$ 4.20
- Conduits, per foot per year	\$ 0.56
- Work performed by BellSouth employees as developed in accordance with FCC Accounting Rules (2)	
<b>OLEC Daily Usage File (ODUF)</b>	
- Recording Service (only applied to unbundled operator services messages, per message)	\$ 0.008
- Message Distribution, per message	\$ 0.004
- Data Transmission, per message	\$ 0.001
<b>Note(s):</b>	
1. Per RAO, pg. 53, the Commission ordered rights-of-way, poles, ducts and conduits be provided pursuant to standard license agreement. Rates displayed reflect BellSouth's effective rates for Cable Television.	
2. Loaded labor rate as developed in accordance with FCC Accounting Rules for work performed by BellSouth employees.	

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

TIME WARNER COMMUNICATIONS  
OF NORTH CAROLINA, L.P., Raleigh

Division

By: *P. J. [Signature]*

DATE: 10.28.97

BELLSOUTH TELECOMMUNICATIONS,  
INC.

By: *[Signature]*

DATE: 10/30/97

TIME WARNER COMMUNICATIONS  
OF NORTH CAROLINA, L.P., Greensboro

Division

By: *P. J. [Signature]*

DATE: 10.28.97

TIME WARNER COMMUNICATIONS  
OF NORTH CAROLINA, L.P., Charlotte

Division

By: *P. J. [Signature]*

DATE: 10.28.97

TIME WARNER AXS OF TENNESSEE, L.P.

By: *P. J. [Signature]*

DATE: 10.28.97

DIGITAL MEDIA PARTNERS

By: *[Signature]*

DATE: 10.28.97

TIME WARNER AXS OF FLORIDA, L.P.

By: *P. J. [Signature]*

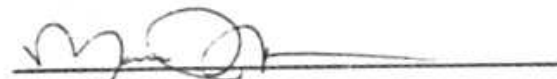
DATE: 10.28.97

Digital Media Partners, a general partnership

By: Paragon Communications, a general partnership  
Managing General Partner

By: American Television and Communication Corporation,  
Managing General Partner

By:

  
Name, Title

Marc Apfelbaum  
Senior Vice President, General Counsel, Secretary