

LAW OFFICES  
**MESSER, CAPARELLO & SELF**  
A PROFESSIONAL ASSOCIATION

ORIGINAL

215 SOUTH MONROE STREET, SUITE 701  
POST OFFICE BOX 1876  
TALLAHASSEE, FLORIDA 32302-1876  
TELEPHONE: (904) 222-0720  
TELECOPIERS: (904) 224-4359; (904) 425-1942

December 11, 1997

**BY HAND DELIVERY**

Ms. Blanca Bayo, Director  
Division of Records and Reporting  
Room 110, Easley Building  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

Re: Docket Nos. 960847-TP and 960980-TP

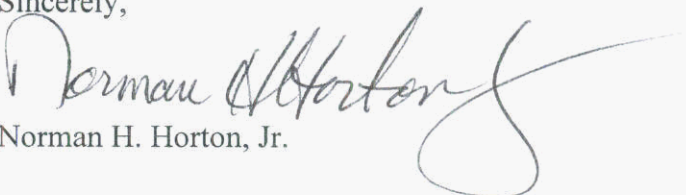
Dear Ms. Bayo:

Enclosed for filing are an original and fifteen copies of American Communications Services, Inc.'s Petition to Intervene in the above-referenced dockets.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the same to me.

Thank you for your assistance with this filing.

Sincerely,

  
Norman H. Horton, Jr.

NHH:amb  
Enclosures

cc: James C. Falvey, Esq.  
Parties of Record

ACK \_\_\_\_\_  
AFA \_\_\_\_\_  
APP \_\_\_\_\_  
CIE \_\_\_\_\_  
CMU \_\_\_\_\_  
CTP \_\_\_\_\_  
EAS \_\_\_\_\_  
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LIN 5 \_\_\_\_\_  
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RCF \_\_\_\_\_  
SEC 1 \_\_\_\_\_  
VPS \_\_\_\_\_  
OTH \_\_\_\_\_

DOCUMENT NUMBER-DATE  
12710 DEC 11 97  
FPSC-RECORDS/REPORTING

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

In re: Petition by MCI Telecommunications )  
and MCI Metro Access Transmission )  
Services, 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. 960980-TP  
Filed: December 11, 1997

PETITION TO INTERVENE

American Communication Services, Inc., American Communication Services of Jacksonville, Inc. and American Communication Services of Tampa, Inc. (collectively "ACSI"), through its undersigned herewith file this Petition to Intervene in this docket and as grounds would show:

- 1. The name and address of petitioner is:

American Communications Services, Inc.  
131 National Business Parkway, Suite 100  
Annapolis Junction, MD 20701.

- 2. Copies of notices, pleadings and documents in this proceeding should be provided

to:

Norman H. Horton, Jr.  
Messer, Caparello & Self, P.A.  
215 S. Monroe St., Suite 701  
P. O. Box 1876  
Tallahassee, FL 32302-1876

James C. Falvey  
American Communication Services, Inc.  
131 National Business Parkway, Suite 100  
Annapolis Junction, MD 20701

DOCUMENT NUMBER-DATE.

12710 DEC 11 97

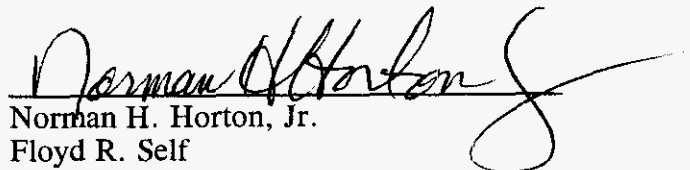
FPSC-RECORDS/REPORTING

3. ACSI is a certificated Alternative Local Exchange Carrier ("ALEC") providing services in Florida. ACSI is a party to an Interconnection Agreement with GTE Florida, Incorporated approved by this Commission by Order No. PSC-97-1294-FOF-TP issued October 17, 1997 in Docket No. 970823-TP-TP. the ACSI/GTE Agreement is based on the MCI/GTE Agreement, including rates and is subject to modification if the rates, terms and conditions are modified by a Commission of competent jurisdiction (Article XXI and LXII included as ; Attachment A hereto).

4. In this proceeding, the Commission is going to determine the appropriate permanent recurring and non-recurring charges for several specified elements for MCI and AT&T. The charges that are to be addressed are those for which no rates or only interim rates were set for MCI and AT&T. The rates in place for ACSI are likewise interim rates based on the MCI rates and subject to change. Any changes to these charges resulting from this proceeding will have an affect on ACSI thus ACSI has an interest in this proceeding.

5. Based on the foregoing, ACSI requests that intervention be granted ACSI also requests that the Commission grant intervention on an expedited basis to allow opportunity to conduct discovery and comply with the current procedural schedule.

Respectfully submitted



Norman H. Horton, Jr.  
Floyd R. Self  
Messer, Caparello & Self, P.A.  
215 S. Monroe Street, Suite 701  
P.O. Box 1876  
Tallahassee, FL 32302-1876  
(904) 222-0720

Attorneys for American Communication Services of  
Jacksonville, Inc.

**XIX. IMPLEMENTATION OF AGREEMENT**

The Parties agree that within 30 days of the execution of this Agreement they will adopt a schedule for the implementation of this Agreement. The schedule shall state with specificity, ordering, testing, and full operational time frames. The implementation shall be attached to this Agreement as an addendum and specifically incorporated herein by this reference.

**XX. MOST FAVORED NATION PROVISIONS**

Neither party waives any right it has under Section 252(i) of the Act.

**XXI. AMENDMENT OF CERTAIN RATES, TERMS AND CONDITIONS**

The rates, terms and conditions in this Agreement that are specified in Attachment I (the "MCI Terms") were taken from the GTE/MCI Interconnection, Resale and Unbundling Agreement (the MCI Agreement) approved by the Commission in Docket No. 960980-TP. The rates, terms and conditions not included in this Agreement but referenced in Attachment J (the "GTE Terms") were excluded from the MCI Agreement by the Commission in Docket No. 960980-TP. GTE and ACSI agree that if the "MCI Terms" are deemed to be unlawful, or are stayed, enjoined or otherwise modified, in whole or in part, by a court or commission of competent jurisdiction, then this Agreement shall be deemed to have been amended accordingly, by modification of the "MCI Terms" or, as appropriate, the substitution of "GTE Terms" for all stayed or enjoined "MCI Terms", and such amendment shall be effective retroactive to the Effective Date of this Agreement.

GTE and ACSI further agree that the terms and conditions of this Agreement reflect certain requirements of the FCC's First Report and Order in CC Docket No. 96-98. The terms and conditions of this Agreement shall be subject to any and all actions by any court or other governmental authority that invalidate, stay, vacate or otherwise modify the FCC's First Report and Order, in whole or in part. To the extent required by any such subsequent action, the parties agree to modify, in writing, the affected terms and conditions of this Agreement to bring them into compliance with the subsequent action. ACSI acknowledges that GTE may seek to enforce such subsequent action before a commission or court of competent jurisdiction. GTE does not waive any position regarding the illegality or inappropriateness of the FCC's First Report and Order.

The rates, terms and conditions (including rates which may be applicable under true-up) specified in both the "GTE Terms" and the "MCI Terms" are further subject to amendment, retroactive to the Effective Date of the Agreement, to provide for charges or rate adjustments resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs,

contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's end user surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation.

If the Commission (or any other commission or federal or state court) in reviewing this Agreement pursuant to applicable state and federal laws, including Section 252(e) of the Telecommunications Act of 1996, 47 U.S.C. § 252(e), deletes or modifies in any way this Article, ACSI agrees that this entire Agreement is void and will not become effective, and ACSI agrees to withdraw this Agreement from consideration by the Commission (or any other commission or federal or state court).

## **XXII. NOTICES**

Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Upon prior immediate oral agreement of the parties' designated recipients identified below, notice may also be provided by facsimile, Internet or electronic messaging system, which shall be effective if sent before 5:00 p.m. on that day, or if sent after 5:00 p.m. it will be effective on the next Business Day following the date sent. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:

If to ACSI: Riley M. Murphy  
Executive Vice President & General Counsel  
American Communications Services, Inc.  
131 National Business Parkway, Suite 100  
Annapolis Junction, Maryland 20701  
Facsimile: (301) 617-4277

If to GTE: GTE Florida Incorporated  
Attention: Regional Director-Regulatory and Industry Affairs  
201 N. Franklin, MC FLTC0616  
Tampa, FL 33602  
Facsimile: (813) 223-4888

EXHIBIT A PAGE 2 OF 3

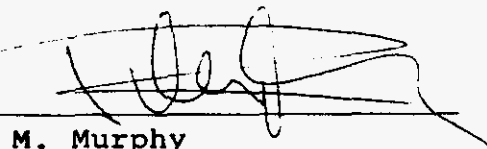
**LXII. RATE MODIFICATION.**

The Parties acknowledge that certain proceedings may affect the pricing and terms and conditions of the Agreement and, accordingly, agree as follows with respect to modification of the GTE rates initially provided for herein:

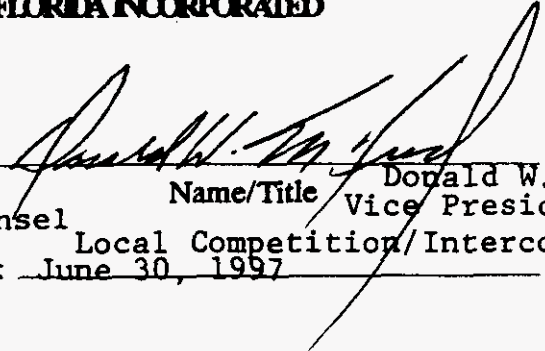
- A. **True-Up to GTE Generally Applicable Rates.** Any true-up, including the payment of the amounts due thereunder, shall be completed within forty-five (45) Business Days of the date GTE's Commission Approved Rates are implemented pursuant to Commission order or the order of any appellate authority or order of court, if appealed or challenged as though such rate had been in effect from the effective date of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

**AMERICAN COMMUNICATIONS SERVICES, INC**

By:   
Riley M. Murphy  
Executive Vice President/General Counsel  
Date: June 24, 1997

**GTE FLORIDA INCORPORATED**

By:   
Name/Title: Donald W. McLeod  
Vice President -  
Local Competition/Interconnection  
Date: June 30, 1997

APPROVED

APG  
LAW DEPT.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that true and correct copies of the Petition to Intervene of American Communications Services, Inc. in Docket Nos. 960847-TP and 960980-TP have been served upon the following parties by Hand Delivery (\*) and/or U. S. Mail this 11th day of December, 1997.

Will Cox, Esq.\*  
Division of Legal Services, Room 370  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

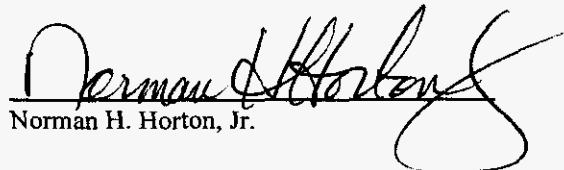
Kim Caswell, Esq.\*  
c/o Mr. Ken Waters  
GTE Florida Incorporated  
106 E. College Avenue, Suite 810  
Tallahassee, FL 32301

Richard D. Melson\*  
Hopping Green Sams & Smith  
123 S. Calhoun St.  
Tallahassee, FL 32301

Thomas K. Bond  
MCI Telecommunications  
780 Johnson Ferry Road, Suite 700  
Atlanta, GA 30342

Tracy Hatch, Esq.\*  
AT&T  
101 N. Monroe St., Suite 700  
Tallahassee, Florida 32301

Mike Tye, Esq.\*  
AT&T  
101 N. Monroe St., Suite 700  
Tallahassee, Florida 32301

  
Norman H. Horton, Jr.