

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Determination of Funding for Universal Service and Carrier of Last Resort Responsibilities.)	DOCKET NO. 950696-TP
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)	
In Re: Investigation into temporary local telephone number portability solution to implement competition in local exchange telephone markets.)	DOCKET NO. 950737-TP
)	
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)	
In Re: Resolution of petition(s) to establish nondiscriminatory rates, terms, and conditions for resale involving local exchange companies and alternative local exchange companies pursuant to Section 364.161, F.S.)	DOCKET NO. 950984-TP
)	
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)	
In Re: Resolution of petition(s) to establish nondiscriminatory rates, terms and conditions for interconnection involving local exchange companies and alternative local exchange companies pursuant to Section 364.162, F.S.)	DOCKET NO. 950985-TP ORDER NO. PSC-96-0082-AS-TP ISSUED: January 17, 1996
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)	

The following Commissioners participated in the disposition of this matter:

SUSAN F. CLARK, Chairman
J. TERRY DEASON
JOE GARCIA
JULIA L. JOHNSON
DIANE K. KIESLING

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ORDER APPROVING AGREEMENT

BY THE COMMISSION:

I. BACKGROUND

On December 8, 1995, BellSouth Telecommunications, Inc. (BellSouth), the Florida Cable Telecommunications Association, Inc. (FCTA), Continental Cablevision, Inc. (Continental), and Time Warner AxS/Digital Media Partners (Time Warner) filed a Joint Motion For Acceptance Of Stipulation And Agreement And For Partial Stay Of Proceedings requesting that the Commission adopt and approve a proposed Stipulation and Agreement (the Agreement). The Agreement was signed by several of the parties to the above captioned dockets, but not every party to every docket. The Agreement resolves all major issues between the signatories to the Agreement relating to Dockets Nos. 950696-TP (universal service), 950737-TP (number portability), 950984-TP (resale/unbundling), and 950985-TP (local interconnection). A copy of the Agreement is attached to this Order as Attachment I. Subsequent to the filing of the proposed Stipulation and Agreement two additional parties have signed on to this proposal: Intermedia Communications of Florida, Inc. (ICI) and TCG South Florida (TCG).

BellSouth, Continental and Time Warner further requested that the special agendas scheduled for December 11, 1995 (universal service) and December 14, 1995 (number portability) be stayed as with respect to BellSouth, to allow the Commission and other parties sufficient time to review the proposed Stipulation and for the Commission to vote on the proposed Stipulation and Agreement. At the December 11, 1995 universal service and carrier of last resort (US/COLR) special agenda, we deferred ruling on the request for stay but continued the US special agenda until December 14, 1995. On December 14, 1995, we voted not to stay either special agenda scheduled for that day, and proceeded to vote on all issues in the US and number portability dockets.

The recent revisions to Chapter 364, Florida Statutes, by Chapter 95-403, Laws of Florida, contain provisions encouraging parties to enter into negotiated agreements with respect to interconnection, unbundling and resale to bring about local exchange competition as expeditiously as possible. However, in the event negotiations fail, the parties may petition the Commission to establish appropriate rates, terms and conditions. Docket No. 950985-TP was established to consider petitions from parties asking the Commission to establish rates and terms for local interconnection. Docket No. 950984 was established to establish

terms and conditions for unbundling and resale. These proceedings are scheduled for hearing in January 1996.

With respect to universal service issues, we determined at the December 14, 1995 special agenda to establish generic policy to implement an interim mechanism consisting of two components. First, the LECs should continue to fund their US/COLR requirements via markups on the rates for their services. Second, to the extent that a LEC can demonstrate the amount of its universal service subsidy and that it is suffering an erosion of its ability to sustain its US/COLR obligations due to local exchange competitive entry, then an expedited petition process to obtain relief is allowed.

II. BELLSOUTH AGREEMENT

As indicated above, the Agreement is intended to be a resolution of all major issues between the signatories in several dockets; the net effect of this Agreement will be to effectuate the essential provisions necessary for local exchange competition between BellSouth and the Alternate Local Exchange Companies that have signed the agreement.

The language in the Agreement differs somewhat from our recent decision regarding US/COLR. However, it appears that the essence of the Agreement comports with our decision. Under the Agreement the signatories agree that BellSouth will maintain its US/COLR obligations in its territory until January 1, 1998 without ALEC contributions. We presume that the Agreement is referring to explicit assessments on ALECs; this condition is consistent with our decision. Further, the Agreement is fully in accord with our decision in that it allows BellSouth during this two-year period to petition the Commission for relief if it believes that competition is undermining its ability to sustain its US/COLR responsibilities. We note that the Agreement contains language whereby the parties agree to urge the Commission to open a separate docket to pursue issues surrounding a permanent US/COLR mechanism. However, we decided at the December 14, 1995 special agenda not to pursue development of the Commission's recommendation on a permanent US/COLR mechanism in formal proceedings.

The Agreement differs from our recent decision in Docket No. 950737-TP regarding temporary number portability in two aspects. First, the recurring monthly rates in the Agreement for ported numbers exceed the benchmark rates we adopted in our decision. However, we explicitly considered the benchmark rates as price floors, thus allowing for higher negotiated rates as part of a larger package. Second, while we adopted a nonrecurring

ORDER NO. PSC-96-0082-AS-TP
DOCKETS NOS. 950696-TP, 950737-TP, 950984-TP, 950985-TP
PAGE 4

establishment charge of \$10.00 per order per customer account, the Agreement provides for a charge of \$25.00 per order. Although this condition cannot be directly reconciled to our generic policy that set default rates, the Agreement's provisions on temporary number portability should be viewed in conjunction with all other provisions of the Agreement.

The Agreement also contains provisions that resolve issues in Dockets Nos. 950985-TP and 950984-TP. We again note that the hearings scheduled for these proceedings will be held in early January 1996. Decisions for these proceedings are scheduled for March 1996.

As noted above, the agreement contains provisions that would resolve each of the four major implementation proceedings: Universal Service/Carrier of Last Resort, Number Portability, Interconnection, and Unbundling and Resale. However, the agreement has been signed by only some of the parties to each of the dockets in question. All of the parties to each of the affected dockets have not signed. Absent the signatures of all the parties to each of the dockets, the agreement cannot act as a global settlement for all parties. Those parties that have not signed the agreement cannot be bound by the agreement's provisions.

There are minor differences between the agreement's US provisions, but there are significant differences between the Commission's approved version of number portability and that in the agreement. Approving the settlement as to those parties that signed creates the possibility that there may be two different regimes for local exchange competitors competing with BellSouth. Those entities that signed the agreement would have one set of rates, terms and conditions for Universal Service/Carrier of Last Resort, Number Portability, Interconnection, and Unbundling and Resale, while those that did not sign the agreement would receive the rates, terms and conditions set by the Commission after hearing.

Two differing regimes of rates, terms and conditions for competitors raises the question of whether we would be endorsing discriminatory rates, terms and conditions that are contrary to the provisions for interconnection and resale. It is clear that the new statutory regime endorses negotiations to solve implementation controversies. It is also clear that if negotiations fail, the Commission is left to resolve the controversy. Any decision that we make resolving the controversy through litigation must be nondiscriminatory. However, where portions of the controversy are negotiated by some parties and not all, it is not clear that differing results based on negotiations versus litigation run afoul

of the nondiscrimination provisions. Such differences do not appear at this point to be clearly unreasonably discriminatory. Moreover, we must also note that we will attempt to honor the negotiations to the extent permissible. If any affected party believes that such separate regimes are discriminatory, then such party can file a complaint and the question can be addressed in a factual context rather than in the abstract.

Upon consideration, we find that the Agreement should be approved. Our approval of the agreement is as to only those parties that have signed the agreement or will sign the agreement in the future. Those parties that have not signed the agreement shall not be bound by the terms of the agreement. For those that have not signed, we have already dealt with US/COLR and number portability, and we are scheduled to address interconnection and resale/unbundling in early January.

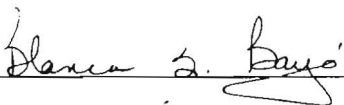
Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the Joint Motion For Acceptance Of Stipulation And Agreement And For Partial Stay Of Proceedings is granted in part and denied in part. It is further

ORDERED that the Agreement described in the body of this Order is approved. It is further

ORDERED that these dockets remain open.

By ORDER of the Florida Public Service Commission, this 17th day of January, 1996.



BLANCA S. BAYÓ, Director
Division of Records and Reporting

(S E A L)

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ORDER NO. PSC-96-0082-AS-TP
DOCKETS NOS. 950696-TP, 950737-TP, 950984-TP, 950985-TP
PAGE 6

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.59(4), 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 by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Director, Division of Records and Reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900 (a), Florida Rules of Appellate Procedure.

ORDER NO. PSC- 96-0082-AS-TP
DOCKETS NOS. 950696-TP, 950737-TP, 950984-TP, 950985-TP
PAGE 7

Stipulation and Agreement

This Stipulation and Agreement is entered into by and between the undersigned parties to Docket No. 950985-TP, 950985A-TP and 950985D-TP addressing the establishment, on an interim basis, of nondiscriminatory rates, terms and conditions for local interconnection pursuant to Section 364.162, Florida Statutes; Docket No. 950696-TP, addressing the establishment of an interim universal service/carrier of last resort recovery mechanism pursuant to Section 364.025, Florida Statutes; Docket No. 950737-TP, addressing a temporary telephone number portability solution, e.g., Remote Call Forwarding pursuant to Section 364.16(4), Florida Statutes; and Docket No. 950984-TP, addressing unbundling and resale of local exchange telecommunications company network features, functions and capabilities pursuant to Section 364.161, Florida Statutes, to the extent identified herein.

The undersigned parties are entering into this comprehensive Stipulation and Agreement for the purpose of facilitating the introduction of local exchange competition on an expedited basis and avoiding the uncertainty and expense of litigation. It is the intention of the undersigned parties that this comprehensive Stipulation and Agreement remain in effect for two years beginning January 1, 1996. The undersigned parties understand that as experience is gained in the marketplace it may become apparent that prices, terms and conditions other than those set forth in this agreement for purposes of introducing competition may be more appropriate to support the continued development of competition upon the expiration of this agreement. The parties intend for this Stipulation and Agreement to establish the interim prices, terms, conditions and mechanisms necessary to facilitate the introduction of local exchange competition, as required by the above-referenced sections of

ORDER NO. PSC-96-0082-AS-TP
DOCKETS NOS. 950696-TP, 950737-TP, 950984-TP, 950985-TP
PAGE 8

Florida Chapter Law 95-403. This Stipulation and Agreement will dispose of all known outstanding issues in the aforementioned dockets. Thereafter, to the extent permitted by law, the parties intend to renegotiate these provisions based upon experience gained in the marketplace.

The undersigned parties agree that the issues addressed in the aforementioned proceedings, which have been framed in response to the requirements of the above-referenced sections of Florida Chapter Law 95-403, shall be resolved during the two year term of this agreement as follows:

A. Local Interconnection - Docket No. 950985-TP

Section 364.16, Florida Statutes, requires, among other things, that each incumbent local exchange telecommunications company (LEC) provide access to and interconnection with its telecommunications facilities to any other provider of local exchange telecommunications services requesting such access and interconnection at non-discriminatory prices, rates, terms, and conditions established by the procedures set forth in Section 364.162, Florida Statutes. Section 364.162, Florida Statutes, provides that an alternative local exchange telecommunications company (ALEC) shall have until August 31, 1995, or sixty (60) days, to negotiate with the LEC mutually acceptable prices, terms and conditions of interconnection and for the resale of LEC services and facilities. The statute also provides that if the parties are not able to negotiate a price by August 31, 1995, or within sixty days, either party may petition the Commission to establish non-discriminatory rates, terms and conditions of interconnection and for the resale of LEC services and facilities. Whether set

by negotiation or by the Commission, interconnection and resale prices, rates, terms and conditions shall be filed with the Commission before their effective date.

The parties were unable to negotiate mutually acceptable prices, terms and conditions of interconnection by August 31, 1995, or within sixty days. After further negotiations, however, the undersigned parties now agree to the following interim prices, terms and conditions for interconnection and the exchange of traffic with BellSouth through December 31, 1997:

1. "Local interconnection" is defined as including the delivery of local traffic to be terminated on each company's local network, the LEC unbundled network features, functions and capabilities contained in Attachment D, and temporary telephone number portability to be implemented pursuant to Section 364.16(4), Florida Statutes. While the parties have endeavored in good faith to resolve the issues relating to local interconnection, the parties recognize that they are unable to foresee and account for every issue that may arise as this Stipulation and Agreement is implemented. Thus, to the extent that the prices, terms and conditions for local interconnection are not specifically established herein, the additional prices, terms and conditions shall be established pursuant to negotiation or set by the Commission, upon request, as required by to Section 364.161(6), Florida Statutes. If the Commission does not render its vote within 120 days, then the parties agree that the Commission's decision will be retroactive to the 120th day after a petition is filed.

2. The delivery of local traffic between each undersigned ALEC and BellSouth shall be reciprocal and compensation will be mutual. The parties will pay each other BellSouth's terminating switched access rate, exclusive of the Residual Interconnection Charge and Common Carrier Line elements of the switched access rate, on a per minute of use basis for terminating local traffic on each other's network. The parties shall not route local traffic through the tandem switch unnecessarily to generate revenues. Examples of these rate elements and prices are identified on Attachment A which is incorporated herein by reference. If it is mutually agreed that the administrative costs associated with the exchange of local traffic are greater than the net monies exchanged, the parties will exchange local traffic on an in-kind basis; foregoing compensation in the form of cash or cash equivalent.
3. In order to mitigate the potential adverse impact on a local exchange provider which might occur because of an imbalance of terminating local traffic between the local exchange providers, and to reflect the fact that terminating costs are associated with peak period demand, a local exchange provider shall not be required to compensate another local exchange provider for more than up to one-hundred-five percent (105%) of the total minutes of use of the local exchange provider with the lower minutes of use in the same month. This cap shall apply to the total local minutes of use calculated on a company-wide basis in the State of Florida. For example, if in a given month BellSouth has 10,000 minutes of local traffic terminated on an ALEC's local exchange

network and the ALEC has 15,000 minutes of local traffic terminated on BellSouth's local exchange network, the ALEC would be required to compensate BellSouth for local interconnection on the basis of 10,500 terminating minutes (10,000 mins. X 105% = 10,500 mins.) and BellSouth would compensate the ALEC for 10,000 terminating minutes. Seven additional examples are contained on Attachment B which is incorporated herein by reference. In order to determine the amount of local traffic terminated on each local provider's network, each local provider will report to the other provider the amount of local traffic terminated. Reciprocal connectivity shall be established at each and every point where the facilities of BellSouth and the ALEC perform the physical function of delivering local traffic to be terminated in the other company's network. Such interconnecting facilities shall conform, at the minimum, to the telecommunications industry standard of DS1 (Bellcore Standard No. TR-NWT-00499). In order to engineer for optimal network capabilities, trunk groups shall be established from these facilities such that BellSouth shall provide a reciprocal of each trunk group established by the ALEC and vice versa. Neither party shall construct facilities in order to necessitate the other party building unnecessary facilities. STP (signal transfer point) SS7 Signalling-System 7) connectivity is also required.

The parties recognize that various aspects of the interconnection process (including physical interconnection arrangements (i.e., colocation, midspan meet) technical requirements, trouble reporting and resolution, billing processes, resolution of operating issues, provisioning, ordering, deadlines, performance standards, recording of traffic, including start and stop time, reporting and payment, dispute resolutions, rounding measurements, financial penalties for late payments, and the provision of inter-carrier clearinghouse functions are not resolved in this document, and the parties agree to cooperatively work toward resolution of these issues no later than January 31, 1996, and that either party may petition the PSC for resolution should unresolved issues remain on January 31, 1996. If the Commission does not render its vote within 120 days of the petition, then the parties agree that the Commission's decision will be retroactive to the 120th day after a petition is filed. The parties agree that resolution of these issues will ultimately result in additional written documents with which the parties will comply.

4. The parties stipulate and agree that the exchange of traffic on BellSouth's Extended Area Service, Extended Calling Service and other local calling routes shall be considered local traffic. The parties will therefore compensate each other for such traffic pursuant to paragraphs 2 and 3 above.
5. BellSouth shall ensure that the ALECs have a sufficient quantity of numbering resources so that BellSouth can tell whether a call from a BellSouth customer to an ALEC's customer is local or toll. Whenever BellSouth delivers traffic to

an ALEC for termination on the ALEC's network, if BellSouth cannot determine whether the traffic will be local or toll because of the manner in which the ALEC uses NXX codes, BellSouth will not compensate the ALEC for local interconnection but will, instead, charge the ALEC originating intrastate network access service charges unless the ALEC can provide BellSouth with sufficient information to make a determination as to whether the traffic is local or toll. To the extent BellSouth controls numbering resources and if BellSouth does not ensure ALEC access to a sufficient quantity of numbering resources so that BellSouth can tell if the call is local or toll, then the call is considered local. In the event that the ALEC cannot determine whether traffic delivered to BellSouth is local or toll, then the same provision shall apply.

6. Either BellSouth or an ALEC will provide intermediary tandem switching and transport to connect the end user of a local exchange provider to the end user of another ALEC, a LEC other than BellSouth, another telecommunications company (e.g., pay telephone provider, operator services provider) or a wireless telecommunications service provider for the purpose of making a local call. The local exchange provider performing this intermediary function, will bill a \$.002 per minute charge over and above its appropriate local interconnection rate elements as shown on Attachment A.
7. When BellSouth or an ALEC provides intermediary functions for network access, i.e., between an IXC and an ALEC, the ALEC and BellSouth will each provide their own network access service elements on a meet-point basis.

Each carrier will bill its own network access service rate elements to the IXC.

BellSouth or the ALEC may bill the residual interconnection charge ("RIC") to the IXC when either provides the intermediary tandem function.

8. The delivery of intrastate toll traffic between each undersigned ALEC and BellSouth shall also be reciprocal and compensation will be mutual. Each undersigned ALEC and BellSouth 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 switched network access service rate elements on a per minute of use basis for originating and terminating intrastate toll traffic as appropriate. For example, when an ALEC customer places a toll call to a BellSouth customer and the ALEC serves as the toll carrier, BellSouth will charge the ALEC terminating network access charges, the price of which will vary depending upon whether the call goes through a BellSouth tandem or is directly routed to the BellSouth end office. If the ALEC is serving as the BellSouth customer's presubscribed IXC, or the BellSouth customer uses the ALEC on a 10XXX basis, then BellSouth will charge the ALEC the appropriate originating network access charges. Likewise, if BellSouth is serving as the ALEC customer's presubscribed IXC, or the ALEC customer uses BellSouth on a 10XXX basis, the ALEC will bill BellSouth the appropriate originating network access charges. Examples of these network access rate elements and prices are identified on Attachment C which is incorporated herein by reference.

9. If this Stipulation and Agreement is not adopted by the Commission in its entirety, the parties will negotiate different interconnection arrangements as expeditiously as possible. These negotiations should include some interim arrangements that could become effective on January 1, 1996, while further negotiations or Commission proceedings, if necessary, continue. The parties stipulate and agree that the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the parties, will be effective retroactive to January 1, 1996.

Because the undersigned parties lack sufficient data with respect to the volumes of local terminating traffic being delivered to each LEC and ALEC, the prices, terms and conditions of local interconnection agreed to herein are deemed transitional in nature. The parties deem them acceptable only in the interests of compromise to enable the introduction of local exchange competition to Florida's consumers beginning January 1, 1996.

The undersigned parties stipulate and agree that because the local interconnection and traffic arrangements agreed to herein are considered transitional, the agreements shall be renegotiated with the new provisions becoming effective after two years. Accordingly, by no later than June 1, 1997, the undersigned parties shall commence negotiations with regard to the terms, conditions and prices of interconnection arrangements to be effective beginning January 1, 1998. If the parties are unable to satisfactorily negotiate new interconnection terms, conditions and prices within 90 days of commencing negotiations, any party may petition the Commission to establish appropriate interconnection arrangements. The parties will encourage the Commission to issue its order by no later than December 31, 1997. In

the event the Commission does not issue its order prior to January 1, 1998, or if the parties continue to negotiate the interconnection arrangements beyond January 1, 1998, the parties stipulate and agree that the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the parties, will be effective retroactive to January 1, 1998. Until the revised interconnection arrangements become effective, the parties shall continue to exchange traffic on a reciprocal basis pursuant to the terms of this Stipulation and Agreement.

B. Unbundling and Resale of Local Exchange Telecommunications Company Network Features, Functions and Capabilities - Docket No. 950984-TP

Section 364.161, Florida Statutes, requires each LEC, upon request, to unbundle each of its network features, functions and capabilities, including access to signaling data-bases, systems and routing process, and offer them to any other telecommunications provider requesting such features, functions or capabilities for resale to the extent technically and economically feasible and at prices that are not below cost. The statute also requires that the parties first negotiate the terms, conditions and prices of any feasible unbundling request. If the parties cannot reach a satisfactory resolution within 60 days, either party may petition the Commission to arbitrate the dispute and the Commission shall make a determination within 120 days.

The undersigned parties have now satisfactorily resolved the terms, conditions and prices of those network features, functions and capabilities that are technically and economically feasible of unbundling as set forth in Attachment D which is incorporated herein by reference. It is understood by the parties that the list of network features,

functions and capabilities is not exhaustive and the parties commit to cooperate in the negotiation of additional network features, functions and capabilities as the parties' future needs require.

The parties acknowledge that the provisions of Chapter 364, Florida Statutes, relating to the unbundling and resale of facilities and services, reflect a thoughtfully crafted and well-balanced approach to the introduction of local exchange competition, and the parties therefore commit that these provisions will be fairly and equitably implemented and adhered to in order to effectuate and remain consistent with legislative intent. The parties recognize that the application of current tariffed prices for resale purposes will not be inconsistent with this commitment. The parties agree that the issue of imputation of LEC unbundled service prices into its retail rates is not addressed by this Stipulation and Agreement, and that the ALECs reserve their right to further address imputation for these services, including unbundled local loops.

C. Universal Service/Carrier of Last Resort - Docket No. 950696-TP

The parties agree that Section 364.025, Florida Statutes, contains a Legislative finding that each telecommunications company should contribute its fair share to the support of the local exchange telecommunications company's universal service/carrier of last resort ("US/COLR") obligations. For a transitional period, the Commission is required to establish an interim US/COLR mechanism for maintaining universal service and funding carrier of last resort obligations, pending the implementation of a permanent mechanism. This interim mechanism is to be implemented by January 1, 1996 and applied in a manner that ensures

ORDER NO. PSC-96-0082-AS-TP
DOCKETS NOS. 950696-TP, 950737-TP, 950984-TP, 950985-TP
PAGE 18

that each alternative local exchange company contributes its fair share to the support of the local exchange telecommunications company's US/COLR obligations. The interim mechanism shall reflect a fair share of the LEC's recovery of investment made in fulfilling its COLR obligations and the maintenance of universal service objectives. The statute further provides that the Commission shall ensure that the interim mechanism, which is to remain in effect, if necessary, until the implementation of a permanent mechanism, but not later than January 1, 2000, ensures the maintenance of universal service through a carrier of last resort, but does not impede the development of residential consumer choice or create an unreasonable barrier to competition.

The parties stipulate and agree to the following interim mechanism to assure the provision of universal service through a carrier-of-last-resort. The undersigned parties stipulate and agree that BellSouth will guarantee the provision of universal service as the carrier-of-last-resort throughout its territory until January 1, 1998 without ALEC contributions. Consequently, the undersigned parties agree to jointly request the Commission to accept the agreements contained herein in satisfaction of the issues in Docket No. 950696-TP as they relate to BellSouth and to jointly request the Commission to refrain from rendering any decision in that Docket as it applies to BellSouth.

Notwithstanding the foregoing, if BellSouth subsequently believes that competition is in any way undermining its ability to provide universal service during the duration of this agreement it may petition the Commission to commence a proceeding to quantify the amount of support, if any, needed to maintain universal service. The amount of support needed, if any, and related issues are matters of proof on a case-by-case basis. Moreover, the parties

ORDER NO. PSC-96-0082-AS-TP
DOCKETS NOS. 950696-TP, 950737-TP, 950984-TP, 950985-TP
PAGE 19

in no way waive their right to petition the Commission pursuant to Section 364.025(3), Florida Statutes.

The parties urge the Commission to open a separate docket to investigate and recommend to the Legislature what the Commission determines to be a fair and reasonable resolution of the issues surrounding a permanent universal service mechanism pursuant to s. 364.025(4), Florida Statutes. The undersigned parties also agree to use their best efforts to persuade the Commission and the Legislature to resolve the issues surrounding the establishment of a permanent US/COLR recovery mechanism at the earliest possible date; provided, however, that such efforts shall not be construed or used as an admission by the undersigned parties concerning the existence of or need for a subsidy, the necessity for a permanent US/COLR recovery mechanism, or the appropriate methodology for determining a provider's fair share of contribution, if any, under a permanent mechanism.

D. Temporary Telephone Number Portability - Docket No. 950737-TP

At the Commission's regular agenda conference held on September 12, 1995, the Commission approved the Stipulation and Agreement of the parties to Docket No. 950737-TP, which addressed every issue relating to the implementation of a temporary telephone number portability solution, except the price to be charged for the temporary telephone number portability solution, the advantages and disadvantages of Remote Call Forwarding, and the treatment of terminating access charges on a ported call. The undersigned parties agree that the Commission-approved Stipulation and Agreement shall be incorporated herein by reference and be attached to this Stipulation and Agreement as Attachment E.

ORDER NO. PSC-96-0082-AS-TP
DOCKETS NOS. 950696-TP, 950737-TP, 950984-TP, 950985-TP
PAGE 20

With regard to the price to be paid for remote call forwarding between carriers, which is the temporary telephone number portability solution to be implemented January 1, 1996, the undersigned parties agree to pay a recurring charge as follows: \$1.25 per line per month per residential customer for one path and \$1.50 per line per month per business customer for one path. For additional paths, the undersigned parties agree to pay \$.50 per month per additional path per residential customer and \$.50 per month per additional path per business customer, with no additional non-recurring charge if the additional path is ordered at the same time as the first path. The undersigned parties further agree to pay a non-recurring charge of no more than \$25.00 per order for multiple residential or business lines placed on the same order in a single exchange.

The temporary number portability charges listed above shall also apply whenever a BellSouth customer switches to an ALEC and changes her location within the same BellSouth central office. The same charges will apply when an ALEC customer switches to BellSouth and changes her location within the same ALEC central office.

For that terminating toll traffic ported to the ALEC which requires use of the BellSouth tandem switching, BellSouth will bill the IXC tandem switching, the residual interconnection charge and a portion of the transport, and the ALEC will bill the IXC local switching, the carrier common line and a portion of the transport. If BellSouth is unable to provide the necessary access records to permit the ALECs to bill the IXCs directly for terminating access to ported numbers, then the parties agree to work cooperatively to develop a surrogate method to approximate the access minutes, and a settlement process with BellSouth to recover those access revenues due it as a co-provider of access services to

ORDER NO. PSC-96-0082-AS-TP
DOCKETS NOS. 950696-TP, 950737-TP, 950984-TP, 950985-TP
PAGE 21

IXCs. During the interim, while the surrogate is being developed, BellSouth will bill the IXC full terminating switched access charges, keep the residual interconnection charge, tandem switching and a portion of transport, and remit the local switching, a portion of transport and CCL revenues to the ALEC. If a BellSouth intraLATA call is delivered to the ALEC, BellSouth will pay the ALEC terminating access rates.

In the event that an ALEC and the interexchange carriers have direct connections (i.e., no BellSouth tandem is involved) for all traffic except for terminating traffic through remote call forwarding (necessitating the inclusion of a BellSouth tandem), then all access revenues associated with these calls will be due to the ALEC. The company switching a call on a ported number agrees to pass through all terminating intrastate toll switched access revenues associated with those calls to the company to which the number is ported. This includes intraLATA toll calls from a BellSouth customer to a ported BellSouth number that terminates to an ALEC.

E. Resolution of Disputes

The undersigned parties agree that if any dispute arises as to the interpretation of any provision of this Stipulation and Agreement or as to the proper implementation of any of the matters agreed to in this Stipulation and Agreement the parties will petition the Commission for a resolution of the dispute. However, each undersigned party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Stipulation and Agreement.

F. Duration

This Stipulation and Agreement takes effect on January 1, 1996, and remains in effect until each of the matters and issues addressed herein has been implemented or resolved as contemplated by the undersigned parties or as modified by mutual consent of the parties.

G. Representations

Each person signing this Stipulation and Agreement represents that he or she has the requisite authority to bind the party on whose behalf the person is signing. By signing this Stipulation and Agreement, each undersigned party represents that it agrees to each of the stipulations and agreements set forth herein. In the event there are parties to the aforementioned dockets that do not sign this Stipulation and Agreement, the comprehensive resolution of the issues set forth in this Stipulation and Agreement shall, nonetheless, be binding upon the undersigned parties. Each undersigned party commits to use its best efforts to persuade the Commission, prior to and during the hearings scheduled in the aforementioned dockets, to accept the stipulations agreed to by the undersigned parties. The undersigned parties further agree that, in the event the Commission does not adopt this Stipulation and Agreement in its entirety, the Stipulation and Agreement shall not be binding upon the parties. The undersigned parties further agree to request the Commission to keep open Docket No. 950696-TP solely for the purpose of implementing the proposed interim US/COLR mechanism contained in this Stipulation and Agreement. The parties further request the opening of a separate docket in the Commission's effort to satisfy the Legislature's mandate to research the issue of a permanent US/COLR mechanism and

recommend what the Commission determines to be a reasonable and fair mechanism for providing to the greatest number of customers basic local exchange telecommunications service at an affordable price.

H. Limitation of Use

The undersigned parties understand and agree that this Stipulation and Agreement was entered into to resolve issues and matters which are unique to the State of Florida because of regulatory precedent and legislative requirements. The undersigned parties therefore agree that none of the agreements and stipulations contained herein shall be proffered by an undersigned party in another jurisdiction as evidence of any concession or as a waiver of any position taken by another undersigned party in that jurisdiction or for any other purpose.

I. Waivers

Any failure by any undersigned party to insist upon the strict performance by any other entity of any of the provisions of this Stipulation and Agreement shall not be deemed a waiver of any of the provisions of this Stipulation and Agreement, and each undersigned party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Stipulation and Agreement.

J. Governing Law

This Stipulation and Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, without regard to its conflict of laws principles.

K. Purposes

The undersigned parties acknowledge that this Stipulation and Agreement is being entered into for the purposes of facilitating the introduction of local exchange competition; complying with the requirements of Florida Chapter Law 95-403 with respect to negotiating the matters at issue in Docket Nos. 950737-TP, 950985A-TP, and 950985D-TP; and in order to avoid the expense and uncertainty inherent in resolving the matters at issue in Docket No. 950696-TP. Neither this Stipulation and Agreement nor any action taken to reach, effectuate or further this Stipulation and Agreement may be construed as, or may be used as an admission by or against any party. Entering into or carrying out this Stipulation and Agreement or any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession by any of the undersigned parties, or to be a waiver of any applicable claim or defense, otherwise available, nor does it indicate that any party other than BellSouth believes that a universal service "subsidy" exists or is necessary.

M. Arm's Length Negotiations

This Stipulation and Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Stipulation and Agreement is in the best interests of all the undersigned parties.

N. Joint Drafting

The undersigned parties participated jointly in the drafting of this Stipulation and Agreement, and therefore the terms of this Stipulation and Agreement are not intended to be construed against any undersigned party by virtue of draftsmanship.

O. Single Instrument

This Stipulation and Agreement may be executed in several counterparts, each of which, when executed, shall constitute an original, and all of which shall constitute but one and the same instrument.

ORDER NO. PSC-96-0082-AS-TP
DOCKETS NOS. 950696-TP, 950737-TP, 950984-TP, 950985-TP
PAGE 26

IN WITNESS WHEREOF, this Stipulation and Agreement has been executed as of
the 7th day of December, 1995, by the undersigned representatives for the parties hereto.

Florida Cable Telecommunications
Association, Inc.

BellSouth Telecommunications, Inc.

By: 
Authorized Representative

By: 
Authorized Representative

Continental Cablevision, Inc.

By: _____
Authorized Representative

Time Warner AXS/Digital Media Partners

By: _____
Authorized Representative

Teleport Communications Group, Inc.

By: _____
Authorized Representative

ORDER NO. PSC-96-0082-AS-TP
DOCKETS NOS. 950696-TP, 950737-TP, 950984-TP, 950985-TP
PAGE 27

By: _____
Authorized Representative

By: _____
Authorized Representative

By: _____
Authorized Representative

By: _____
Authorized Representative

ORDER NO. PSC-96-0082-AS-TP
DOCKETS NOS. 950696-TP, 950737-TP, 950984-TP, 950985-TP
PAGE 28

ATTACHMENT A

**BELLSOUTH SWITCHED ACCESS RATE ELEMENTS AND RATE LEVELS
AS OF JANUARY 1, 1996**

Rate Elements	Rate Levels as of January 1, 1996
Transport ¹	
DS1 Local Channel - Entrance Facility	\$0.00062
Switched Common Transport per minute of use per mile	\$0.00004
Facilities Termination per MOU	\$0.00036
Access Tandem Switching	\$0.00074
Local Switching	<u>\$0.00876</u>
	\$0.01052

¹ Assumptions:

- Tandem Connection with Common Transport
- No Collocation
- DS1 local channel @ 9000 minutes per month and 24 voice grade equivalents

ATTACHMENT B
EXAMPLE OF "5% CAP"

Case 1:

BellSouth terminates 10,000
min. to ALEC X

ALEC X bills BellSouth for
10,000 min.

ALEC X terminates 15,000
min. to BellSouth

BellSouth bills ALEC X for
10,500 min. (10,000 + 5%)

Case 2:

BellSouth terminates 15,000
min. to ALEC X

ALEC X bills BellSouth for 10,500
min. (10,000 + 5%)

ALEC X terminates 10,000
min. to BellSouth

BellSouth bills ALEC X for 10,000
min.

Case 3:

BellSouth terminates zero
min. to ALEC X

ALEC X bills BellSouth zero

ALEC X terminates 10,000
min. to BellSouth

BellSouth bills ALEC X zero

Case 4:

BellSouth terminates 10,000
min. to ALEC X

ALEC X bills BellSouth zero

ALEC X terminates zero
min. to BellSouth

BellSouth bills ALEC X zero

ORDER NO. PSC-96-0082-AS-TP
DOCKETS NOS. 950696-TP, 950737-TP, 950984-TP, 950985-TP
PAGE 30

Case 5:

BellSouth terminates 10,000
min. to ALEC X

ALEC X bills BellSouth for
10,000 min.

ALEC X terminates 10,200
min. to BellSouth

BellSouth bills ALEC X for
10,200 min. (difference is less than
cap)

Case 6:

BellSouth terminates 10,200
min. to ALEC X

ALEC X bills BellSouth for
10,200 min. (difference is less than
cap)

ALEC X terminates 10,000
min. to BellSouth

BellSouth bills ALEC X for 10,000
min.

Case 7:

BellSouth and ALEC X both
terminate 10,000 min. to
each other

ALEC X and BellSouth both bill each
other 10,000 min.

ATTACHMENT C
BELLSOUTH FLORIDA - INTRASTATE
SWITCHED ACCESS

Rate Elements	Rates as of January 1, 1996
Carrier Common Line	
Originating	\$0.01061
Terminating	\$0.02927
Transport ¹	
DS1 Local Channel - Entrance	\$0.00062
Facility	
Residual Interconnection	\$0.005159
Switched Common Transport	
per minute of use per mile	\$0.00004
Facilities Termination per MOU	\$0.00036
Access Tandem Switching	\$0.00074
Local Switching 2	\$0.00876

¹ Assumptions:

- Tandem Connection with Common Transport
- No Collocation
- DS1 local channel @ 9000 minutes per month and 24 voice grade equivalents

ATTACHMENT D

UNBUNDLED NETWORK FEATURES, FUNCTIONS AND CAPABILITIES

The parties to the Stipulation and Agreement have negotiated the following additional terms, conditions and prices relating to unbundled network features, functions and capabilities :

(1) Access to 911/E911 Emergency Network.

For basic 911 service, BellSouth will provide a list consisting of each municipality in Florida that subscribes to Basic 911 service. The list will also provide the E911 conversion date and for network routing purposes a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911 service. Each ALEC will arrange to accept 911 calls from its customers in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth and route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, the ALEC shall discontinue the Basic 911 procedures and begin the E911 procedures.

For E911 service, the ALEC will connect the necessary trunks to the appropriate E911 tandem, including the designated secondary tandem. If a

municipality has converted to E911 service, the ALEC will forward 911 calls to the appropriate E911 primary tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the primary tandem trunks are not available, the ALEC will alternate route the call to the designated secondary E911 tandem. If the secondary tandem trunks are not available, the ALEC will alternate route the call to the appropriate Traffic Operator Position System (TOPS) tandem.

In order to ensure the proper working of the system, along with accurate customer data, the ALEC will provide daily updates to the E911 data-base. BellSouth will work cooperatively with the ALEC to define record layouts, media requirements, and procedures for this process.

In some instances BellSouth is responsible for maintenance of the E911 data-base and is compensated for performing these functions by either the municipality or the ALEC - for maintaining the ALEC's information. In no event, however, shall BellSouth be entitled to compensation from both parties for the same function.

(2) Directory Listings and Directory Distribution.

BellSouth will include ALEC's customers' primary listings in the white page (residence and business listings) and yellow page (business listings) directories.

as well as the directory assistance data-base, as long as the ALEC provides information to BellSouth in a manner compatible with BellSouth's operational systems. BellSouth will not charge the ALECs to (a) print their customers' primary listings in the white pages and yellow page directories; (b) distribute directory books to their customers; (c) recycle their customers' directory books; and (d) maintain the Directory Assistance data-base. BellSouth will work cooperatively with the ALECs on issues concerning lead time, timeliness, format, and content of listing information.

(3) IntraLATA 800 Traffic.

BellSouth will compensate ALECs for the origination of 800 traffic terminated to BellSouth pursuant to the ALEC's originating switched access charges, including the data-base query. The ALEC will provide to BellSouth the appropriate records necessary for BellSouth to bill its customers. The records will be provided in a standard ASR/EMR format for a fee of \$0.015 per record. At such time as an ALEC elects to provide 800 services, the ALEC will reciprocate this arrangement. Should BellSouth be permitted to provide interLATA 800 services prior to the expiration of this Stipulation and Agreement, BellSouth will be responsible for compensating the ALEC for the origination of such traffic as well on the same terms and conditions as described above.

(4) **Number Resource Administration.**

BellSouth agrees to sponsor any ALEC which makes a request and assist the ALEC in obtaining RAO codes, and any other billing and accounting codes necessary for the provision of local telephone numbers within BellSouth jurisdiction.

(5) **Busy Line Verification/Emergency Interrupt Services.**

BellSouth and the ALECs shall mutually provide each other busy line verification and emergency interrupt services pursuant to tariff.

(6) **Network Design and Management.**

BellSouth and the ALECs will work cooperatively to install and maintain reliable interconnected telecommunications networks. A cooperative effort will include, but not be limited to, the exchange of appropriate information concerning network changes that impact services to the local service provider, maintenance contact numbers and escalation procedures. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. BellSouth and the ALECs will work cooperatively to apply sound network management principles by invoking appropriate network management controls, i.e., call gapping, to alleviate or prevent network congestion. It is BellSouth's intention not to charge rearrangement, reconfiguration, disconnect, or other non-recurring fees

ORDER NO. PSC-96-0082-AS-TP

DOCKETS NOS. 950696-TP, 950737-TP, 950984-TP, 950985-TP

PAGE 36

associated with the initial reconfiguration of each carrier's interconnection arrangements. However, each ALEC's interconnection reconfigurations will have to be considered individually as to the application of a charge.

(7) CLASS Interoperability.

BellSouth and the ALECs will provide LEC-to-LEC Common Channel Signalling (CCS) to one another, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions. All CCS signalling parameters will be provided including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and BellSouth and the ALECs will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full inter-operability of CCS-based features between their respective networks.

(8) Network Expansion.

For network expansion, BellSouth and the ALECs will review engineering requirements on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be implemented as dictated by engineering requirements for both BellSouth and the ALEC. BellSouth and the ALEC are required to provide each other the proper call information (i.e., originated call party

ORDER NO. PSC-96-0082-AS-TP

DOCKETS NOS. 950696-TP, 950737-TP, 950984-TP, 950985-TP

PAGE 37

number and destination call party number, CIC, OZZ, etc.) to enable each company to bill accordingly.

(9) Signaling.

In addition to CLASS interoperability, as discussed above, BellSouth will offer use of its signaling network on an unbundled basis at tariffed rates. Signaling functionality will be available with both A-link and B-link connectivity.

(10) Local Loop.

The price of a BellSouth unbundled local loop will be the price set forth in BellSouth's Special Access Tariff.

ATTACHMENT E

STIPULATION AND AGREEMENT

Chapter 364.16(4), Florida Statutes, requires the Florida Public Service Commission to have a temporary service provider number portability mechanism in place on January 1, 1996. The statute further requires industry participants to form a number portability standards group by September 1, 1995 for the purpose of developing the appropriate costs, parameters, and standards for number portability. Negotiating the temporary number portability solution is one task that the group is to perform. This standards group was formed on July 26, 1995, and consists of the members listed on Attachment A to this agreement. If parties are unable to come to agreement on the temporary solution, the Florida Public Service Commission has reserved dates for an evidentiary proceeding under Chapter 120.57, Florida Statutes.

As a result of workshops held by the members of the standards group, an agreement has been reached as to the methods of providing temporary number portability. This Stipulation is entered into by and between the undersigned parties to Docket No. 950737-TP, Investigation into a Temporary Local Telephone Number Portability Solution to Implement Competition in Local Exchange Markets.

The parties agree that Chapter 364.16(4), Florida Statutes, requires a service provider temporary number portability solution. Service provider number portability allows an end user at a given location to change service from a local exchange

company (LEC) to an alternative local exchange company (ALEC) or vice versa, or between two ALECs, without changing local telephone numbers.

The parties further agree that a temporary service provider number portability mechanism that can be implemented in most LEC central offices at the present time is Remote Call Forwarding. With Remote Call Forwarding, a call to the old telephone number is first sent to the switch of the former local service provider, and then forwarded (ported) to the switch of the new local service provider. This is a temporary mechanism that can be implemented using existing switch and network technology. While remote call forwarding is not an appropriate solution to the issue of permanent number portability, the parties agree that it can be used as a temporary number portability mechanism.

The parties therefore agree that the LECs shall offer Remote Call Forwarding to certificated ALECs as a temporary number portability mechanism, effective January 1, 1996. Likewise, the parties agree that ALECs shall offer Remote Call Forwarding to LECs as a temporary number portability mechanism, effective on the date they begin to provide local exchange telephone service. All parties agree that the provision of reliable end user access to emergency services such as 911/E911 is necessary to protect the public health, safety and welfare. This stipulation is entered into with the understanding that Remote Call Forwarding does not provide technical impediments to the availability and reliable transfer of relevant information to 911/E911 systems.

All parties shall work together and with the 911 coordinators to successfully integrate the relevant ALEC information into the existing 911/E911 systems. The recurring price for Remote Call Forwarding will be on a per-line per-month basis and will be uniform throughout an individual LEC's existing service territory. The price charged by an individual LEC for Remote Call Forwarding shall not be below the costs of that LEC to provide Remote Call Forwarding for purposes of providing temporary number portability. The price charged for Remote Call Forwarding offered by an ALEC will mirror the price charged by the LEC.

The parties recognize that there are other related compensation issues that are not addressed in this agreement, including compensation for termination of ported calls and the entitlement to terminating network access charges on ported calls. These items will be negotiated by the parties, or resolved by the Commission, as local interconnection issues under Chapter 364.362.

The parties further agree that Flexible Direct Inward Dialing is an alternative temporary number portability mechanism. With Flexible Direct Inward Dialing, the number is routed to the switch of the former local service provider, which translates it to look like a direct inward dialed call terminating in the switch of the new local exchange provider. The parties recognize that Flexible Direct Inward Dialing involves certain technical and administrative issues that have not yet been fully addressed.

ORDER NO. PSC-96-0082-AS-TP

DOCKETS NOS. 950696-TP, 950737-TP, 950984-TP, 950985-TP

PAGE 41

The parties agree that the LECs will continue to negotiate with the ALECs who desire to utilize Flexible Direct Inward Dialing as a method of providing temporary number portability to resolve any technical and administrative issues and to establish the prices, terms and conditions upon which Flexible Direct Inward Dialing will be offered. In the event the parties are unable to satisfactorily negotiate the price, terms and conditions, either party may petition the Commission which shall, within 120 days after receipt of the petition and after opportunity for a hearing, determine whether Flexible Direct Inward Dialing is technically and economically feasible and, if so, set nondiscriminatory rates, terms and conditions for Flexible Direct Inward Dialing. The prices and rates shall not be below cost.

Nothing in this Stipulation shall preclude the use of other feasible options for temporary number portability that may be developed in the future.

The parties further agree that the work of the number portability standards group will continue, under Chapter 364.16(4), Florida Statutes, to investigate and develop a permanent number portability solution.

(SIGNATURES BEGIN ON FOLLOWING PAGE)

ORDER NO. PSC-96-0082-AS-TP
DOCKETS NOS. 950696-TP, 950737-TP, 950984-TP, 950985-TP
PAGE 42

IN WITNESS WHEREOF, the parties have executed this
Stipulation and Agreement as of the 30th day of August, 1995.

BELLSOUTH TELECOMMUNICATIONS, INC.
D/B/A SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By: *Perry H. Sims*

GENERAL TELEPHONE COMPANY OF FLORIDA,
INC.

By: _____

SPRINT/UNITED TELEPHONE COMPANY OF
FLORIDA

By: _____

SPRINT/CENTRAL TELEPHONE COMPANY OF
FLORIDA

By: _____

METROPOLITAN FIBER SYSTEMS OF FLORIDA,
INC.

By: _____

MCI METRO ACCESS TRANSMISSION SERVICES,
INC.

By: *Paul D. [Signature]*

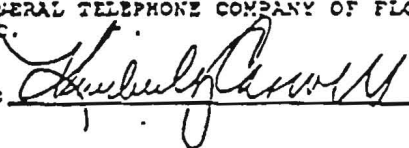
ORDER NO. PSC-96-0082-AS-TP
DOCKETS NOS. 950696-TP, 950737-TP, 950984-TP, 950985-TP
PAGE 43

IN WITNESS WHEREOF, the parties have executed this
Stipulation and Agreement as of the 30th day of August, 1995.

BELLSOUTH TELECOMMUNICATIONS, INC.
D/B/A SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By: _____

GENERAL TELEPHONE COMPANY OF FLORIDA,
INC.

By:  _____

SPRINT/UNITED TELEPHONE COMPANY OF
FLORIDA

By: _____

SPRINT/CENTRAL TELEPHONE COMPANY OF
FLORIDA

By: _____

METROPOLITAN FIBER SYSTEMS OF FLORIDA,
INC.

By: _____

MCI METRO ACCESS TRANSMISSION SERVICES,
INC.

By: _____

ORDER NO. PSC-96-0082-AS-TP
DOCKETS NOS. 950696-TP, 950737-TP, 950984-TP, 950985-TP
PAGE 44

08/22/95 12:43 MORNING GREEN BAYS SOUTH PA - 427 854 7022

NO. 245 726

IN WITNESS WHEREOF, the parties have executed this
stipulation and Agreement as of the 30th day of August, 1995.

BELLSOUTH TELECOMMUNICATIONS, INC.
D/B/A SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By: _____

GENERAL TELEPHONE COMPANY OF FLORIDA,
INC.

By: _____

SPRINT/UNITED TELEPHONE COMPANY OF
FLORIDA

By: F.B. Roag _____

SPRINT/CENTRAL TELEPHONE COMPANY OF
FLORIDA

By: F.B. Roag _____

METROPOLITAN FIBER SYSTEMS OF FLORIDA,
INC.

By: _____

MCI METRO ACCESS TRANSMISSION SERVICES,
INC.

By: _____