

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request for approval of amendment to collocation agreement between BellSouth Telecommunications, Inc. and Time Warner AxS of Florida, L.P. d/b/a Time Warner Communications, pursuant to Section 252(e) of the Telecommunications Act of 1996.

DOCKET NO. 971550-TP  
ORDER NO. PSC-98-0263-FOF-TP  
ISSUED: February 9, 1998

The following Commissioners participated in the disposition of this matter:

JULIA L. JOHNSON, Chairman  
J. TERRY DEASON  
SUSAN F. CLARK  
JOE GARCIA  
E. LEON JACOBS, JR.

ORDER APPROVING AMENDMENT TO COLLOCATION AGREEMENT

BY THE COMMISSION:

On November 24, 1997, BellSouth Telecommunications, Inc. (BST) and Time Warner AxS of Florida, L.P. d/b/a Time Warner Communications (Time Warner) filed a request for approval of an amendment to their existing collocation agreement under the Telecommunications Act of 1996, 47 U.S.C. §252(e) of the Telecommunications Act of 1996 (the Act). The amendment to the agreement is attached to this Order as Attachment A and incorporated by reference herein.

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

DOCUMENT NUMBER-DATE

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FPSO-RECORDS/REPORTING

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The amendment to the existing agreement covers a two-year period and governs the relationship between the companies regarding local interconnection and the exchange of traffic pursuant to 47 U.S.C. § 251. Under 47 U.S.C. § 252(a)(1), the agreement shall include a detailed schedule of itemized charges for interconnection and each service or network element included in the agreement.

Upon review of the proposed amendment to the existing agreement, we believe that it complies with the Telecommunications Act of 1996; thus, we hereby approve it. The Commission's approval of this agreement should not be construed as a determination that BST has met the requirements of Section 271 of the Act. BST and Time Warner are also required to file any subsequent supplements or modifications to their agreement with the Commission for review under the provisions of 47 U.S.C. § 252(e).

Based on the foregoing, it is

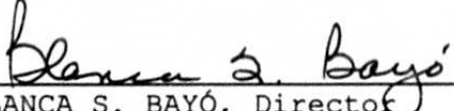
ORDERED by the Florida Public Service Commission that the amendment to the existing collocation agreement between BellSouth Telecommunications, Inc. and Time Warner AxS of Florida, L.P. d/b/a Time Warner Communications, as set forth in Attachment A and incorporated by reference in this Order, is hereby approved. It is further

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

ORDERED that this docket shall be closed.

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By ORDER of the Florida Public Service Commission, this 9th,  
day of February, 1998.

  
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BLANCA S. BAYÓ, Director  
Division of Records and Reporting

( S E A L )

KMP

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review in Federal district court pursuant to the Federal Telecommunications Act of 1996, 47 U.S.C. § 252(e) (6).

**Amendment to Physical Collocation Agreement Between  
Time Warner Communications and  
BellSouth Telecommunications, Inc. dated July 24, 1997**

This Amendment amends Exhibit A of the Physical Collocation Agreement (the "Agreement") between Time Warner Communications ("Time Warner") and BellSouth Telecommunications, Inc. ("BellSouth") dated July 24, 1997 for the states of Florida, North Carolina, South Carolina and Tennessee.

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

1. The Parties agree that BellSouth will, upon request, provide and Time Warner will accept and pay for Direct Connection Charges, in accordance with the schedule of prices set forth in Attachment A to this Amendment which is incorporated herein by reference, in and for the states of Florida, North Carolina, South Carolina and Tennessee.

2. The Parties agree that the prices reflected herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by final order (including any appeals) of the relevant public service commission or other body having jurisdiction over the subject matter of this Amendment, which final order meets the criteria contained in paragraph 4 hereof. The "true-up" will consist of comparing the actual volumes and demand for each item, together with the price associated with such item by this Amendment, with the final prices determined for each item. Each party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the body having jurisdiction over the matter for the state of Tennessee shall be called upon to resolve such differences.

3. The Parties agree that they may continue to negotiate as appropriate in an effort to obtain final prices for each of these items, but in the event that no such agreement is reached within six (6) months of this Amendment (which time can be extended by mutual agreement of the Parties) either party may petition the public service commission or other regulatory body to resolve such disputes and to determine final rates for each of the items covered by this Amendment.

4. Any final order that forms the basis of a "true-up" under this Amendment shall meet the following criteria:

(a) It shall be in a proceeding to which Time Warner and BellSouth are entitled to be full parties to the proceeding.

(b) It shall apply the provisions of the Telecommunications Act of 1996, including, but not limited to, Section 252(d)(1) and all effective implementing rules and regulations; provided that said Act and such regulations are in effect at the time of the final order.

5. The Parties agree that all of the other provisions of the Physical Collocation Agreement shall remain in full force and effect.

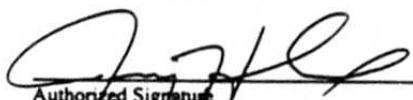
6. Either party, or both parties, may submit this Amendment to the appropriate public service commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

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

TIME WARNER COMMUNICATIONS

BELLSOUTH TELECOMMUNICATIONS,  
INC.

  
\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Authorized Signature

Ray Whinery  
\_\_\_\_\_  
Print or Type Name

Jerry Hendrix  
\_\_\_\_\_  
Print or Type Name

Senior Vice-President Operations and Implementation  
Title

Director-Interconnection Services Pricing  
Title

10-29-97  
\_\_\_\_\_  
Date

10/31/97  
\_\_\_\_\_  
Date

**Schedule of Rates and Charges**

<b>Rate Element Description</b>	<b>Type of Charge</b>	<b>Charge</b>
<b>Cross Connect Support Structures for the Capability to Directly Connect with another Collocation Arrangement within the same Central Office:</b>		
Fiber Arrangement	RC (per cable, per linear foot, per month)	\$ 0.06
With initial Application	NRC	N/A
Subsequent to Application (Note 1)	NRC	\$ 246.00
Copper or Coaxial Arrangement	RC (per cable, per linear foot, per month)	\$ 0.03
With initial Application	NRC	N/A
Subsequent to Application (Note 1)	NRC	\$ 246.00

**Notes**

- NRC: Non-recurring Charge - one-time charge  
RC: Recurring Charge - charged monthly  
ICB: Individual Case Basis - one-time charge

(1) **Direct Connection Fee.** The NRC for direct connection will be charged in lieu of any application fee when direct connection is the only work requested. If any other work in addition to the direct connection is being requested, whether an initial installation or an augmentation, an application fee or subsequent application fee would apply in lieu of the NRC for direct connection.