

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request by BellSouth Telecommunications, Inc. for approval of amendment to interconnection agreement with Teleport Communications Group, Inc. pursuant to Sections 251, 252, and 271 of the Telecommunications Act of 1996.

DOCKET NO. 980852-TP
ORDER NO. PSC-98-1335-FOF-TP
ISSUED: October 12, 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 EXISTING
INTERCONNECTION AGREEMENT

BY THE COMMISSION:

On July 9, 1998, BellSouth Telecommunications, Inc. (BST) and Teleport Communications Group, Inc. (Teleport Communications Group) filed a request for approval of an amendment to the existing interconnection 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 existing 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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FPSC RECORDS/REPORTING

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The existing agreement governs the relationship between the companies regarding local interconnection and the exchange of traffic pursuant to 47 U.S.C. § 251. 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 BellSouth has met the requirements of Section 271 of the Act. BST and Teleport Communications Group 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). We note that Teleport Communications Group does not currently hold a Florida certificate to provide alternative local exchange telecommunications service, and therefore, it cannot provide alternative local exchange telecommunications services under this agreement until it obtains a certificate from this Commission. :

Based on the foregoing, it is :

ORDERED by the Florida Public Service Commission that the amendment to the existing interconnection agreement between BellSouth Telecommunications, Inc. and Teleport Communications Group, Inc., 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 Teleport Communications Group, Inc. shall not provide alternative local exchange telecommunications services under this agreement until it obtains a certificate to provide alternative local exchange telecommunications services from this Commission. It is further

ORDERED that this Docket shall be closed.

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By ORDER of the Florida Public Service Commission, this 12th
day of October, 1998.



KAY FLYNN, Chief
Bureau of Records

(S E A L)

KMP

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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).

FOURTH AMENDMENT
TO
AGREEMENT BETWEEN
TELEPORT COMMUNICATIONS GROUP, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.

Pursuant to this Agreement ("the Amendment"), Teleport Communications Group Inc. ("TCG") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby amend that certain Agreement between the Parties dated July 15, 1996 ("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, TCG and BellSouth hereby covenant and agree as follows:

1. BellSouth will, upon request, provide and TCG will accept and pay for 4-Wire DS1 loops in accordance with the descriptions set forth in Attachment A-1, and the schedule of prices set forth in Attachment A-2, to this Amendment which are attached hereto and incorporated herein by reference, in and for the states reflected.

2. The Parties agree that the prices reflected herein shall be "trued-up" (up or down) in the states of Alabama, Florida, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee where the prices are still interim, based on final prices either determined by further agreement or by final order (including any appeals) of the relevant state regulatory agency or other body having jurisdiction over the subject matter of this Amendment, which final order meets the criteria contained in paragraph 4 hereof. The "true-up" will consist of comparing the actual volumes and demand for each item, together with the price associated with such item by this Amendment, with the final prices determined for each item. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up", the Parties agree that the body having jurisdiction over the matter for the affected states shall be called upon to resolve such differences or that they will submit the matter to commercial arbitration in accordance with the terms contained in Section XXV. of the Agreement.

3. 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 TCG and BellSouth are entitled to be full parties to the proceeding.

- b) It shall apply the provisions of the Telecommunications Act of 1996, including, but not limited to, Section 252(d)(1) and all effective implementing rules and regulations; provided that said Act and such regulations are in effect at the time of the final order.
- c) It shall include as an issue the geographic deaveraging of unbundled element rates, which deaveraged rates, if any are required by said final order, shall form the basis of any "true-up".

4. The Parties agree that all of the other provisions of the Agreement, dated July, 15, 1996, shall remain in full force and effect including and amendments thereto. Nothing in this Amendment shall in any way limit TCG's ability to select substitute rates for local loops, POT Bay Termination, loop cross-connects, or loop channelization pursuant to the terms of Section XXIII of the Agreement relating to "more favorable" treatment.

5. The Parties further agree that either or both of the Parties are authorized to submit this Amendment to the appropriate state public service commission or other regulatory body having jurisdiction over the matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996. However, this Amendment is effective without further approval needed.

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

TELEPORT COMMUNICATIONS
GROUP, INC.

By: Thomas J. Schroeder

Printed Name: Thomas J. Schroeder

Title: V.P. CARRIER RELATIONS

Date: 4/29/98

BELLSOUTH
TELECOMMUNICATIONS, INC.

By: Jerry D. Hendrix

Printed Name: Jerry D. Hendrix

Title: Director

Date: 5/6/97

APPROVED AS TO FORM
LEGAL DEPARTMENT
Date 5/19/98 By TKM

Unbundled Products and Services and New Services

Service: Unbundled Exchange Access Loop

Description: Provides the connection from the serving central office to a subscriber's premises and is rated on a monthly basis. It is engineered to meet the same parameters as residence or business exchange access line.

BellSouth shall allow TCG to access the following Loop types (in addition to those Loops available under applicable tariffs) unbundled from local switching and local transport in accordance with the terms and conditions set forth herein:

"4-Wire DS1 Digital Grade Loop" is a dedicated digital transmission facility from BST's MDF to an end user's premises. This facility will allow the end user to send and receive traffic that utilizes technologies for high capacity services such as DS-1. This facility will include a Network Interface Device (NID) at the end user's location for the purpose of connecting the loop to the end user's inside wire.

Attachment A-2

	ALABAMA	FLORIDA	KENTUCKY
Unbundled Exchange Access Loop²			
4-Wire DSL			
Monthly	\$64.19	\$80.00	\$67.96
NRC - 1st	\$675.00	\$540.00	\$849.80
NRC - Add'l	\$315.00	\$465.00	\$523.27
NRC - Electronic Service Order - 1st	\$10.80	\$10.80	\$10.80
NRC - Electronic Service Order - Add'l	\$10.80	\$10.80	\$10.80
NRC - Manual Service Order - 1st	\$22.00	\$22.00	\$22.00
NRC - Manual Service Order - Add'l	\$22.00	\$22.00	\$22.00
NRC - Order Coordination for Specified Conversion Time¹	\$50.00	\$50.00	\$50.00

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1. As a chargeable option on all unbundled loops, BST will offer Order Coordination - Time Specific (OC-TS). This will allow TCG the ability to specify the time that the coordinated conversion takes place.
2. In the event that an unbundled loop ordered by TCG is part of an Integrated Digital Loop Carrier (IDLC) system, to the extent that alternate facilities are available, BST will provide the loop on an unbundled basis from the IDLC in accordance with the corresponding rates specified above. If no alternate facilities are available, BST will utilize its existing special construction process to determine the additional costs required to place the requested facilities.

Attachment A-2

	MISSISSIPPI	NORTH CAROLINA	SOUTH CAROLINA	TENNESSEE
Unbundled Exchange Access Loop²				
4-Wire DSI				
Monthly	\$77.39	\$151.50	\$77.39	TBD
NRC - 1st	\$300.00	\$568.96	\$300.00	TBD
NRC - Add'l	\$250.00	\$335.56	\$250.00	TBD
NRC - Electronic Service Order - 1st	\$10.80	\$10.80	\$10.80	\$10.80
NRC - Electronic Service Order - Add'l	\$10.80	\$10.80	\$10.80	\$10.80
NRC - Manual Service Order - 1st	\$22.00	\$22.00	\$22.00	\$22.00
NRC - Manual Service Order - Add'l	\$22.00	\$22.00	\$22.00	\$22.00
NRC - Order Coordination for Specified Conversion Time¹	\$50.00	\$50.00	\$50.00	\$50.00

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1. As a chargeable option on all unbundled loops, BST will offer Order Coordination - Time Specific (OC-TS). This will allow TCG the ability to specify the time that the coordinated conversion takes place.
2. In the event that an unbundled loop ordered by TCG is part of an Integrated Digital Loop Carrier (IDLC) system, to the extent that alternate facilities are available, BST will provide the loop on an unbundled basis from the IDLC in accordance with the corresponding rates specified above. If no alternate facilities are available, BST will utilize its existing special construction process to determine the additional costs required to place the requested facilities.

Attachment A-2

Georgia			
Unbundled Exchange Access Loop¹	Recurring Rate	Nonrecurring Rate Electronic	Nonrecurring Rate Manual
4 - Wire DS1			
Monthly	\$64.52		
NRC - 1st		\$429.98	\$448.92
NRC - Add'l		\$268.18	\$276.60
NRC - Order Coordination for Specified Conversion Time¹		\$34.52	\$34.52

Louisiana	
Rate Elements	Rate
Unbundled Exchange Access Loop¹	
4-Wire DS1	
Monthly	\$72.86
NRC - 1st	\$410.38
NRC - Add'l	\$255.48
NRC - Disconnect Charge - 1st	\$92.35
NRC - Disconnect Charge - Add'l	\$38.44
NRC - Electronic Service Order Charge - 1st	\$9.16
NRC - Electronic Service Order Charge - Add'l	\$9.16
NRC - Incremental Cost - Manual Service Order - 1st	\$18.14
NRC - Incremental Cost - Manual Service Order - Add'l	\$8.06
NRC - Incremental Cost - Manual Service Order - Disconnect	\$11.41
NRC - Order Coordination for Specified Conversion Time¹	\$33.05

1. As a chargeable option on all unbundled loops, BST will offer Order Coordination - Time Specific (OC-TS). This will allow TCG the ability to specify the time that the coordinated conversion takes place.
2. In the event that an unbundled loop ordered by TCG is part of an Integrated Digital Loop Carrier (IDLC) system, to the extent that alternate facilities are available, BST will provide the loop on an unbundled basis from the IDLC in accordance with the corresponding rates specified above. If no alternate facilities are available, BST will utilize its existing special construction process to determine the additional costs required to place the requested facilities.