

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request for approval of amendment to interconnection agreement negotiated by BellSouth Telecommunications, Inc. and Knology Holdings, Inc. (Formerly Cybernet Group) pursuant to Sections 251, 252, and 271 of the Telecommunications Act of 1996.

DOCKET NO. 980840-TP
ORDER NO. PSC-98-1419-FOF-TP
ISSUED: October 22, 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
RESALE AGREEMENT

BY THE COMMISSION:

On July 8, 1998, BellSouth Telecommunications, Inc. (BellSouth) and Knology Holdings, Inc. (Knology Holdings) filed a request for approval of an amendment to the existing resale agreement under 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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FILED-RECORDS/REPORTING

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This amendment to the existing agreement governs the relationship between the companies regarding local resale 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. BellSouth and Knology Holdings 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 Knology Holdings, Inc. 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 resale agreement between BellSouth Telecommunications, Inc. and Knology Holdings, Inc., as set forth in Attachment A and incorporated by reference in this Order, is hereby approved. It is further

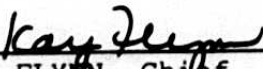
ORDERED that any supplements or modifications to this agreement must be filed with the Commission for review under the provisions of 47 U.S.C. § 252(e). It is further

ORDERED that Knology Holdings, 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 22nd
day of October, 1998.



KAY FLYNN, Chief
Bureau of Records

(S E A L)

CBW

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).

ATTACHMENT A

**AMENDMENT TO INTERCONNECTION
AGREEMENT BETWEEN CYBERNET GROUP AND
BELLSOUTH TELECOMMUNICATIONS, INC.**

Pursuant to this Agreement (the "Amendment") Cybernet Group ("Cybernet") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated April 15, 1997, ("Interconnection Agreement").

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

1. By notification dated March 12, 1998, Cybernet Group is hereby amending the above mentioned Interconnection Agreement and all associated amendments to reflect the name change of Cybernet Group to KNOLOGY Holdings, Inc.
2. The entities covered by this amendment are set forth in Attachment A hereto.
3. The Parties further agree that either or both of the Parties are authorized to submit this Amendment to the appropriate Public Service Commissions for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the parties have executed this Amendment through their authorized representatives.

BellSouth Telecommunications, Inc.

BY: 

NAME: Jerry Hendrix
Printed Name

TITLE: Director

DATE: 5/4/98

KNOLOGY Holdings, Inc.

BY: 

NAME: Bruce Schoonover, Jr.
Printed Name

TITLE: Director - Business Development

DATE: April 29, 1998

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ATTACHMENT A

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KNOLOGY Holdings, Inc. entities covered by this amendment:

KNOLOGY Holdings, Inc. (Formerly Cybernet Holding, Inc.)

KNOLOGY of Georgia, Inc. (Formerly KNOLOGY of Columbus, Inc.)

**KNOLOGY of Montgomery, Inc. (Formerly Montgomery Cablevision &
Entertainment**

KNOLOGY of Florida, Inc. (Formerly KNOLOGY of Panama City, Inc.)

KNOLOGY of South Carolina (Formerly KNOLOGY of Charleston, Inc.)

ATTACHMENT A

**AMENDMENT
TO
MASTER INTERCONNECTION AGREEMENT BETWEEN
KNOLOGY HOLDINGS, INC. and
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED APRIL 15, 1997**

Pursuant to this Agreement (the "Amendment"), KNOLOGY Holdings, Inc. and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Master Interconnection Agreement between the Parties effective April 15, 1997 ("Interconnection Agreement").

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

1. The Parties agree that BellSouth will, upon request, provide, and KNOLOGY will accept and pay for, Multiple Tandem Access, otherwise referred to as Single Point of Interconnection, as defined in 2. following:
2. This arrangement provides for ordering interconnection to a single access tandem, or, at a minimum, less than all access tandems within the LATA for KNOLOGY's terminating local and intraLATA toll traffic and BellSouth's terminating local and intraLATA toll traffic along with transit traffic to and from other ALECs, Interexchange Carriers, Independent Companies and Wireless Carriers. This arrangement can be ordered in one way trunks and/or two way trunks or Super Group. One restriction to this arrangement is that all of KNOLOGY's NXXs must be associated with these access tandems; otherwise, KNOLOGY must interconnect to each tandem where an NXX is "homed" for transit traffic switched to and from an Interexchange Carrier.
3. The Parties agree to bill Local traffic at the elemental rates specified in Attachment A.
4. Dedicated transport rates will apply when traffic is routed directly to an end office. The Parties agree to amend this contract to reflect such rates, if needed.
5. This amendment will replace the provisions in Section VI.B., Compensation, of the Parties dated April 15, 1997, Interconnection Agreement, and will result in reciprocal compensation being paid between the Parties based on the rates specified in Attachment A.
6. The Parties agree that all of the other provisions of the Interconnection Agreement, dated April 15, 1997, shall remain in full force and effect.

7. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities 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.

KNOLGY Holdings, Inc.



Signature

Bruce Schoonover, Jr.

Name

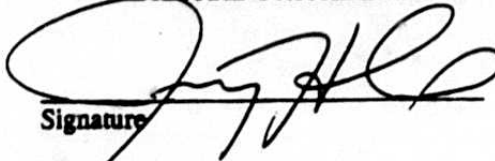
Director-Business Development

Title

April 29, 1998

Date

BellSouth Telecommunications, Inc.



Signature

Jerry D. Hendrix

Name

Director-Interconnection Services

Title

Date

5/4/98

ATTACHMENT A

ATTACHMENT A

Multiple Tandem Access shall be available according to the following rates for local usage:

- Local usage will be determined by applying KNOLOGY's reported Percent Local Usage as set forth in Section V of the Parties' April 15, 1997, Interconnection Agreement.
- The Parties agree to bill Local traffic at the elemental rates specified below:

ELEMENT	AL	FL	GA	KY	LA
Local Switching					
End Office Switching, per MOU	\$0.0017	\$0.0175	\$0.0016	\$0.002562	\$0.0021
End Office Switching, add'l MOU ⁽¹⁾	NA	\$0.005	NA	NA	NA
End Office Interoffice Trunk Port - Shared, MOU	NA	NA	NA	NA	\$0.0002
Tandem Switching, per MOU	\$0.0015	\$0.00029	\$0.0017	\$0.001096	\$0.0008
Tandem Interoffice Trunk Port - Shared	NA	NA	NA	NA	\$0.0003
Tandem Intermediary Charge, per MOU ⁽²⁾	\$0.0015	NA	NA	\$0.001096	NA
Local Transport					
Shared, per mile, per MOU	\$0.00004	\$0.000012	\$0.000012	\$0.0000049	\$0.0000083
Facility Termination, per MOU	\$0.00036	\$0.0005	\$0.00036	\$0.000426	\$0.00047

ELEMENT	MS	NC	SC	TN
Local Switching				
End Office Switching, per MOU	\$0.00221	\$0.0040	\$0.00221	\$0.0019
End Office Switching, add'l MOU ⁽¹⁾	NA	NA	NA	NA
End Office Interoffice Trunk Port - Shared, MOU	NA	NA	NA	NA
Tandem Switching, per MOU	\$0.003172	\$0.0015	\$0.003172	\$0.000676
Tandem Interoffice Trunk Port - Shared	NA	NA	NA	NA
Tandem Intermediary Charge, per MOU ⁽²⁾	NA	NA	NA	NA
Local Transport				
Shared, per mile, per MOU	\$0.000012	\$0.00004	\$0.000012	\$0.00004
Facility Termination, per MOU	\$0.00036	\$0.00036	\$0.00036	\$0.00036

(1) This rate element is for use in those states with a different rate for additional minutes of use.

(2) This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.