

MEMORANDUM

December 21, 1998

12:21:10:57

TO: DIVISION OF RECORDS AND REPORTING

FROM: DIVISION OF LEGAL SERVICES (PEÑA) *vmf/mcb*

RE: DOCKET NO. 981420-TP - REQUEST BY BELLSOUTH TELECOMMUNICATIONS, INC. FOR APPROVAL OF FIFTH AND SIXTH AMENDMENTS TO INTERCONNECTION, UNBUNDLING, AND RESALE AGREEMENT WITH TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS PURSUANT TO SECTIONS 251, 252, AND 271 OF THE TELECOMMUNICATIONS ACT OF 1996.

92-1744-FOF

Attached is an ORDER APPROVING AMENDMENT TO EXISTING INTERCONNECTION, UNBUNDLING AND RESALE AGREEMENT, with attachments, to be issued in the above-referenced docket. (Number of pages in order - 7)

KMP/anr
Attachment
cc: Division of Communications
I: 981420.kmp

ATTACHMENT(S) NOT ON-LINE

*2 - mailed -
RAR*

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request by BellSouth Telecommunications, Inc. for approval of fifth and sixth amendments to interconnection, unbundling, and resale agreement with Time Warner AxS of Florida, L.P. d/b/a Time Warner Communications pursuant to Sections 251, 252, and 271 of the Telecommunications Act of 1996.

DOCKET NO. 981420-TP
ORDER NO. PSC-98-1744-FOF-TP
ISSUED: December 21, 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, UNBUNDLING AND RESALE AGREEMENT

BY THE COMMISSION:

On October 27, 1998, BellSouth Telecommunications, Inc. (BST) and Time Warner AxS of Florida, L.P. d/b/a Time Warner Communications (Time Warner Communications) filed a request for approval of an amendment to the existing interconnection, unbundling, and resale agreement under 47 U.S.C. §252(e) of the Telecommunications Act of 1996. 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 NO. DATE

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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 Time Warner Communications 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 interconnection, unbundling, and resale 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.

By ORDER of the Florida Public Service Commission, this 21st day of December, 1998.

BLANCA S. BAYÓ, Director
Division of Records and Reporting

By: Kay Flynn
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).

FIFTH AMENDMENT

TO

**MASTER INTERCONNECTION AGREEMENT BETWEEN
TIME WARNER COMMUNICATIONS AND
BELLSOUTH TELECOMMUNICATIONS, INC. DATED JUNE 1, 1996**

Pursuant to this Agreement (the "Amendment"), Time Warner Communications ("Time Warner") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Master Interconnection Agreement between the Parties dated June 1, 1996 ("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, Time Warner and BellSouth hereby covenant and agree as follows:

1 The Parties agree that BellSouth will, upon request, provide and Time Warner 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 within the LATA for Time Warner's terminating local and intraLATA toll traffic and BellSouth's terminating local and intraLATA toll traffic along with transit traffic to and from other CLECs, Interexchange Carriers, Independent Companies and Wireless Carriers. This arrangement can be ordered in one way trunks and/or two way trunks consistent with the trunking arrangements contained in Article III. The only restriction to this arrangement is that all of Time Warner's NXXs must be associated with these access tandems, otherwise Time Warner must interconnect to each tandem where an NXX is "homed" for transit traffic switched to and from an Interexchange Carrier.

3 Local usage that cannot be recorded will be determined by applying Time Warner's reported Percent Local Usage as the parties shall develop as set forth in Article I of the Parties' June 1, 1996 Interconnection Agreement.

4 The Parties agree that all access traffic shall be billed on an elemental basis at the rates, terms and conditions reflected in BellSouth's Access Services Tariff.

5 All of the other provisions of the Interconnection Agreement shall remain unchanged and in full force and effect.

6 Either of the Parties is 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 hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below

TIME WARNER COMMUNICATIONS
OF NORTH CAROLINA, L.P.,
d/b/a Time Warner Telecom

By *Cary Branch*

DATE 8/11/98

BELLSOUTH TELECOMMUNICATIONS,
INC.

By *James H. [Signature]*

DATE: 8/12/98

TIME WARNER COMMUNICATIONS
of the Mid-South, L.P.

By *Cary Branch*

DATE: 8/11/98

TIME WARNER AXS OF FLORIDA, L.P.
d/b/a Time Warner Telecom

By *Cary Branch*

DATE 8/11/98

**SIXTH AMENDMENT TO THE MASTER AGREEMENT BETWEEN
TIME WARNER COMMUNICATIONS AND
BELLSOUTH TELECOMMUNICATIONS, INC. DATED JUNE 1, 1996**

Pursuant to this Agreement (the "Amendment"), Time Warner Communications ("Time Warner") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Master Interconnection Agreement between the Parties dated June 1, 1996 ("Interconnection Agreement"). This Amendment shall be effective as of the execution of the Amendment by all Parties.

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, Time Warner and BellSouth hereby covenant and agree as follows:

1. Article X, Grade of Service is deleted in its entirety and will be replaced by a new Article X, Grade of Service that states as follows:

**ARTICLE X.
GRADE OF SERVICE**

- 10.1 A blocking standard of one half of one percent (.005) during the average busy hour for final trunk groups between a Company and office and BellSouth access tandem carrying most point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (.01).
 - 10.2 The date of the execution of the Sixth Amendment, BellSouth will engineer all interconnection trunks between BellSouth and the Companies to a 6 dB of digital pad configuration. Further, as of the date of the execution of this Amendment, BellSouth and Time Warner will cooperatively work to identify and convert all existing interconnection trunks to a 6 dB of digital pad configuration.
 - 10.3 The Companies will waive any claims, damages, actions or causes of action that may result or result from the use of a 6 dB of digital pad configuration for interconnection trunks between BellSouth and the Companies. Further, the Companies shall indemnify BellSouth in regards to all claims, damages, action or causes of action brought by any third party that may result or result from the use of a 6dB of digital pad configuration for interconnection trunks between BellSouth and the Companies.
2. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate regulatory body having jurisdiction over subject matter of this Amendment, for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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ATTACHMENT A

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
OF NORTH CAROLINA, L.P.,
d/b/a Time Warner Telecom

By: *Cary Dand*

DATE: 8/17/98

BELLSOUTH TELECOMMUNICATIONS,
INC.

By: *James H. [Signature]*

DATE: 8/18/98

TIME WARNER COMMUNICATIONS
of the Mid-South, L.P.

By: *Cary Dand*

DATE: 8/17/98

TIME WARNER AXS OF FLORIDA, L.P.
d/b/a Time Warner Telecom

By: *Cary Dand*

DATE: 8/17/98