

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request by BellSouth Telecommunications, Inc. for approval of amendment to collocation agreement with American Metrocom Corporation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.

DOCKET NO. 981387-TP
ORDER NO. PSC-99-0070-FOF-TP
ISSUED: January 8, 1999

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 COLLOCATION AGREEMENT

BY THE COMMISSION:

On October 21, 1998, BellSouth Telecommunications, Inc. (BST) and American Metrocom Corporation (American Metrocom) filed a request for approval of an amendment to the existing collocation 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.

This amendment to the existing agreement governs the relationship between the companies regarding physical collocation services under 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. BST and American Metrocom are also required to file any

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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 American Metrocom 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

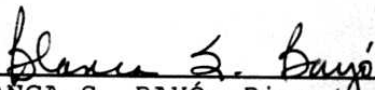
ORDERED by the Florida Public Service Commission that the amendment to the existing collocation agreement between BellSouth Telecommunications, Inc. and American Metrocom Corporation, as set forth in Attachment A and incorporated by reference in this Order, is hereby approved. It is further

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 American Metrocom Corporation 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.

By ORDER of the Florida Public Service Commission, this 8th day of January, 1999.



BLANCA S. BAYÓ, Director
Division of Records and Reporting

(S E A L)

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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).

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Collocation Agreement Amendment

By and Between

BellSouth Telecommunications, Inc.

And

American Metrocom Corporation

July 7, 1998

**Amendment to
The Collocation Agreement
Between American Metrocom Corporation
and BellSouth Telecommunications, Inc.
Dated August 28, 1997**

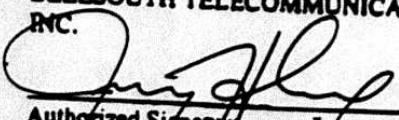
Pursuant to this Agreement (the "Amendment") American Metrocom, Inc. ("Interconnector") and BellSouth Telecommunications, Inc., ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Collocation Agreement between the Parties dated August 28, 1997 (the "Agreement").

NOW, THEREFORE, in consideration of the mutual agreements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. On August 28, 1997, the Parties negotiated a Collocation Agreement which provided terms and conditions for the provision of collocation and set forth certain rates for such collocation.
2. The Parties intend to amend that Agreement to include the ability for American Metrocom to purchase incremental space (above the 100 square foot minimum) in specific quantities when mutually agreed to by both parties as set forth in Exhibit A attached hereto.
3. Exhibit A, Schedule of Rates and Charges, is hereby deleted in its entirety and replaced with a new Exhibit A attached hereto as Attachment I.
4. The Parties agree that all of the other provisions of the Collocation Agreement, dated August 28, 1997, together with all amendments in effective as of the date of execution of this Amendment shall remain in full force and effect.
5. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate state 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.

BELLSOUTH TELECOMMUNICATIONS,
INC.


Authorized Signature

Jerry D. Hendrix
Print or Type Name

Director
Title

7/7/98
Date

AMERICAN METROCOM
CORPORATION


Authorized Signature

DAVID BUTLER
Print or Type Name

SENIOR VICE PRESIDENT - NETWORK
Title

6/26/98
Date

EXHIBIT A
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Schedule of Rates and Charges

<u>Rate Element Description</u>	<u>Type of Charge</u>	<u>Charge</u>
Application Fee	NRC (per Arrangement, per C.O.)	\$3,850.00
Subsequent Application Fee (Note 1)	NRC (per Arrangement, per C.O.)	\$1,600.00
Space Preparation Fee (Note 2)	NRC (per Arrangement, per C.O.)	ICB
Space Enclosure Construction Fee (Note 2)	NRC (per 100 square feet)	\$4,500.00
Additional Engineering Fee (Note 3)	NRC	ICB
Cable Installation	NRC (per entrance cable)	\$2,750.00
Floor Space		
Zone A	RC (per square foot)	\$7.50
Zone B	RC (per square foot)	\$6.75
Power	RC (per amp)	\$5.00
Cable Support structure	RC (per entrance cable)	\$13.35
Cross-Connects		
2-wire	RC (per cross-connect)	\$0.30
4-wire	RC (per cross-connect)	\$0.50
DS1	RC (per cross-connect)	\$8.00
DS3	RC (per cross-connect)	\$72.00
2-wire	NRC (first cross-connect)	\$19.20
4-wire	NRC (first cross-connect)	\$19.20
DS1	NRC (first cross-connect)	\$155.00
DS3	NRC (first cross-connect)	\$155.00
2-wire	NRC (each additional cross-connect)	\$19.20
4-wire	NRC (each additional cross-connect)	\$19.20
DS1	NRC (each additional cross-connect)	\$27.00
DS3	NRC (each additional cross-connect)	\$27.00
POT Bay		
2-wire	RC (per cross-connect)	\$0.40
4-wire	RC (per cross-connect)	\$1.20
DS1	RC (per cross-connect)	\$1.20
DS3	RC (per cross-connect)	\$8.00
Additional Security Access Cards	NRC-ICB (each)	\$10.00

Collocation Agreement

EXHIBIT A
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Schedule of Rates and Charges (cont.)

<u>Rate Element Description</u>	<u>Type of Charge</u>	<u>Charge</u>
Direct Connector. (Note 4)		
(1) Fiber Arrangement	RC (per cable, per linear foot)	\$0.06
-with Initial Application	NRC (per Arrangement)	n/a
-Subsequent to Application	NRC (per Arrangement)	\$246.00
(2) Copper or Coaxial Arrangement	RC (per cable, per linear foot)	\$0.03
-with Initial Application	NRC (per Arrangement)	n/a
-Subsequent to Application	NRC (per Arrangement)	\$246.00
Security Escort		
Basic - first half hour	NRC-ICB	\$41.00
Overtime - first half hour	NRC-ICB	\$48.00
Premium - first half hour	NRC-ICB	\$55.00
Basic - additional half hour	NRC-ICB	\$25.00
Overtime - additional half hour	NRC-ICB	\$30.00
Premium - additional half hour	NRC-ICB	\$35.00

Notes

NRC: Non-recurring Charge - one-time charge

RC: Recurring Charge - charged monthly

ICB: Individual Case Basis - one-time charge

- (1) Subsequent Application Fee. BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital (e.g., additional space or power requirements, BST termination/cross-connect equipment, etc.), BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee.
- (2) Space Preparation Fee. The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, and includes survey, engineering, design and building modification costs. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and the type of arrangement requested.

Collocation Agreement

Schedule of Rates and Charges (cont.)

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Notes (cont.)

- (2) (cont.)
Space Enclosure Construction Fee. The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location. It recovers costs associated with, providing an optional equipment arrangement enclosure (e.g. architectural and engineering fees, materials, and installation costs). The minimum space enclosure size is 100 square feet (\$4500.00) with additional space available in increments of 50 square feet (\$45.00 per square foot space enclosure fee). However, the parties may mutually agree that space can be provided in increments of less than 50 square feet. If the parties mutually agree that space in increments of less than 50 square feet are available, such additional space enclosure fees will be rated at \$45.00 per square foot. This fee will not be assessed when Collocator elects to construct its own space enclosure (a certified contractor must be used and BellSouth's construction guidelines must be followed).
- (3) Additional Engineering Fee. BellSouth's engineering and other labor costs associated with establishing the Physical Collocation Arrangement shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges shall be provided by BellSouth in the Application Response.
- (4) Direct Connection. As stated in Article 1.B of the Collocation Agreement, American Metrocom may connect to other interconnectors within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Metrocom must use its Certified Vendor to place the direct connection. The Direct Connection NRC is assessed when direct connection is the only work requested by Metrocom. If any other work in addition to the direct connection is being requested, whether for an initial installation of a Collocation Space or for an augmentation to an existing Collocation Space, an Application Fee or a Subsequent Application Fee will be assessed in lieu of the Direct Connection NRC. Construction charges may also apply. BellSouth shall provide an estimate of these charges in the Application Response.

Collocation Agreement

Bona Fide Physical Collocation Arrangements

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

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