

**ORIGINAL
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Legal Department

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February 10, 1997

Mrs. Blanca S. Bayo
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

RE: Docket No. [REDACTED]-TP; 960846-TP; 960916-TP

Dear Mrs. Bayo:

Enclosed please find revised introductory language for sections 1.1.28 and 1.2.9.5 of Attachment VI of the BellSouth/MCIm Interconnection Agreement. The revisions reflect the fact that the issue of spare capacity was arbitrated.

Also, enclosed please find a revision to page 1 of BellSouth's price schedule. There was a clerical error found with regards to the tandem interconnection rate.

Sincerely,

Nancy B. White

Nancy B. White

- ACK _____
- AEA _____
- APP _____
- OAF _____
- CAF _____
- CMU _____
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Enclosures

cc: All Parties of Record
A. M. Lombardo
R. G. Beatty
W. J. Ellenberg

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[Signature]
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CERTIFICATE OF SERVICE
DOCKET NO. 960916-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by Federal Express this 10th day of February, 1997 to the following:

Staff Counsel
Florida Public Service
Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399

Floyd R. Self, Esq.
Norman H. Horton, Jr., Esq.
Messer, Caparello, Madsen,
Goldman & Metz, P.A.
215 South Monroe Street
Suite 701
Tallahassee, FL 32302-1876
(904) 222-0720

Brad Mutschelknaus
Kelley Drye & Warren, L.L.P.
Suite 500
1200 19th Street, N.W.
Washington, D.C. 20036

Nancy B. White
(PM)

CERTIFICATE OF SERVICE
DOCKET NO. 960833-TP
DOCKET NO. 960846-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Federal Express this 10th day of February, 1997 to the following:

Tracy Hatch
AT&T Communications of the
Southern States, Inc.
101 North Monroe Street
Suite 700
Tallahassee, FL 32301
(904)425-6364
(904)425-6343 (fax)

Donna Canzano
Florida Public Service
Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399
(904)413-6204

Robin D. Dunson, Esq.
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Atlanta, GA 30309
(404)810-8689

Mark A. Logan, Esq.
Brian D. Ballard, Esq.
Bryant, Miller & Olive, P.A.
201 S. Monroe Street
Tallahassee, FL 32301
(904)222-8611

Richard D. Melson, Esq.
Hopping Green Sams & Smith
123 South Calhoun Street
Tallahassee, FL 32314
(904)222-7500


Nancy B. White

- 1.1.26 **Right of Way (ROW)**. The term "right of way" refers to the right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A Right of Way may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.
- 1.1.27 **Sheath**. The term "sheath" refers to a single outer covering containing communications wires, fibers, or other communications media.

The parties were unable to agree on language to conform Section 1.1.28 to the Arbitration Order.

BellSouth's proposed language

- 1.1.28 **Spare Capacity**. The term "spare capacity" refers to any pole attachment space, conduit, duct or inner-duct not currently assigned or subject to a pending application for attachment/occupancy. Spare capacity does not include an inner-duct (not to exceed one inner-duct per party) reserved by BellSouth, MCI, or a third party for maintenance, repair, or emergency restoration.
- 1.1.29 **State**. When capitalized, the term "State" (as used in terms such as "this State") refers to the State of Georgia.
- 1.1.30 **Third Party**. The terms "third party" and "third parties" refer to persons and entities other than MCI and BellSouth. Use of the term "third party" does not signify that any such person or entity is a party to this Attachment or has any contractual rights hereunder.

1.2 SCOPE OF ATTACHMENT

- 1.2.1 **Scope of Attachment**. BellSouth shall provide MCI with equal and nondiscriminatory access to pole space, conduits, ducts, and rights-of-way on terms and conditions equal to those provided by BellSouth to itself or to any other telecommunications service provider. Further, BellSouth shall not withhold or delay assignment of such facilities to MCI because of the potential or forecasted needs of itself or other parties.
- 1.2.2 **Attachments and Occupancies Authorized by this Section**. BellSouth shall issue one or more licenses to MCI authorizing MCI to attach facilities to BellSouth's owned or controlled poles and to place facilities within BellSouth's owned or controlled conduits, ducts or

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an application for attachment by MCI, BellSouth will notify MCI as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable MCI, if it so desires, to request that a pole, conduit or duct of greater height or capacity be utilized to accommodate an anticipated facility need of MCI.

- 1.2.9.4 At MCI's expense, BellSouth shall remove any retired cable from conduit systems to allow for the efficient use of conduit space within a reasonable period of time.

The parties were unable to agree on language to conform Section 1.2.9.5 to the Arbitration Order.

- 1.2.9.5 **Left Blank Intentionally**

- 1.2.10 Assignment of Space. Assignment of space on poles, in conduits or ducts and within ROWs will be granted by BellSouth on an equal basis to BellSouth, MCI and other telecommunication service providers.

1.3 **REQUIREMENTS AND SPECIFICATIONS**

- 1.3.1 Published Standards Incorporated in this Section by Reference. MCI agrees that its facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications, each of which is incorporated by reference as part of this Section :

- 1.3.1.1 The Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";

- 1.3.1.2 The National Electrical Code (NEC); and

- 1.3.1.3 The National Electrical Safety Code (NESC).

- 1.3.2 Changes in Published Standards. MCI agrees to rearrange its facilities in accordance with changes in the standards published in the publications specified in Article 1.3 of this Attachment if required by law to do so or upon the mutual agreement of the parties.

- 1.3.3 Additional Electrical Design Specifications. MCI agrees that, in addition to specifications and requirements referred to in Article 1.3.1

BELLSOUTH RATES - FLORIDA

| RATE ELEMENT | PROPOSED RATES | | |
|--|-------------------|---|---------|
| | RATE PER YEAR | NONRECURRING | |
| ACCESS TO POLES, DUCTS AND CONDUITS AND RIGHTS OF WAY (1) | | | |
| - Poles | \$ 4.20 | | |
| - Conduit, per foot | \$ 0.58 | | |
| - Work performed by BellSouth employees as developed in accordance with FCC Accounting Rules | | Loaded labor rate as developed in accordance with FCC Accounting Rules for work performed by BST employees. | |
| PROPOSED RATES | | | |
| RATE ELEMENT | MONTHLY RECURRING | NONRECURRING | |
| UNBUNDLED EXCHANGE ACCESS LOOPS | | | |
| - 2 Wire Analog Voice Grade Loop | \$ 17.00 | \$ 140.00 | - First |
| | | \$ 42.00 | - Add'l |
| - 4 Wire Analog Voice Grade Loop | \$ 30.00 | \$ 141.00 | - First |
| | | \$ 43.00 | - Add'l |
| - 2 Wire ISDN Digital | \$ 40.00 | \$ 308.00 | - First |
| | | \$ 283.00 | - Add'l |
| - 4 Wire DS1 Digital Grade Loop | \$ 80.00 | \$ 540.00 | - First |
| | | \$ 465.00 | - Add'l |
| LOCAL TRANSPORT | | | |
| Dedicated Transport | | | |
| - DS1 per Facility Termination | \$ 59.75 | \$ 100.49 | Int |
| - DS1 per Mile | \$ 1.00 | | |
| - DS1 per Facility Termination, per mou | \$ 0.0006 | | |
| Common Transport | | | |
| - Facility Termination, per mou | \$ 0.00038 | | |
| - Per mile | \$ 0.00012 | | |
| CALL TRANSPORT AND TERMINATION (Compensation for Exchange of Local Traffic) | | | |
| End Office Interconnection, per mou | \$ 0.002 | | |
| Tandem Interconnection, mou | \$ 0.00125 | | |
| LOOP CHANNELIZATION SYSTEM (Inside C.O.) | | | |
| - Per system | \$ 480.00 | \$ 350.00 | - First |
| | | \$ 90.00 | - Add'l |
| - Per C. O. Channel Interface - Voice | \$ 1.50 | \$ 5.75 | - First |
| | | \$ 5.50 | - Add'l |
| Note(s): | | | |
| 1. The Commission did not order rates for rights-of-way. The rates displayed reflect BellSouth's proposed rates that are the cable television rates in effect today. | | | |

BELLSOUTH RATES - FLORIDA

| RATE ELEMENT | PROPOSED RATES | | |
|--|-------------------|---|---------|
| | RATE PER YEAR | NONRECURRING | |
| ACCESS TO POLES, DUCTS AND CONDUITS AND RIGHTS OF WAY (1) | | | |
| - Poles | \$ 4.20 | | |
| - Conduit, per foot | \$ 0.58 | | |
| - Work performed by BellSouth employees as developed in accordance with FCC Accounting Rules | | Loaded labor rate as developed in accordance with FCC Accounting Rules for work performed by BST employees. | |
| PROPOSED RATES | | | |
| RATE ELEMENT | MONTHLY RECURRING | NONRECURRING | |
| UNBUNDLED EXCHANGE ACCESS LOOPS | | | |
| - 2 Wire Analog Voice Grade Loop | \$ 17.00 | \$ 140.00 | - First |
| | | \$ 42.00 | - Add'l |
| - 4 Wire Analog Voice Grade Loop | \$ 30.00 | \$ 141.00 | - First |
| | | \$ 43.00 | - Add'l |
| - 2 Wire ISDN Digital | \$ 40.00 | \$ 308.00 | - First |
| | | \$ 283.00 | - Add'l |
| - 4 Wire DS1 Digital Grade Loop | \$ 80.00 | \$ 540.00 | - First |
| | | \$ 485.00 | - Add'l |
| LOOP DISTRIBUTION, per line (2) | \$ 6.24 | Int \$ 587.00 | - First |
| | | \$ 255.00 | - Add'l |
| LOCAL TRANSPORT | | | |
| Dedicated Transport | | | |
| - DS1 per Facility Termination | \$ 59.75 | \$ 100.49 | Int |
| - DS1 per Mile | \$ 1.50 | | |
| - DS1 per Facility Termination, per mou | \$ 0.0005 | | |
| Common Transport | | | |
| - Facility Termination, per mou | \$ 0.00036 | | |
| - Per mile | \$ 0.000012 | | |
| CALL TRANSPORT AND TERMINATION (Compensation for Exchange of Local Traffic) | | | |
| End Office Interconnection, per mou | \$ 0.002 | | |
| Tandem Interconnection, mou | \$ 0.00125 | | |
| LOOP CHANNELIZATION SYSTEM (Inside C.O.) | | | |
| - Per system | \$ 480.00 | \$ 350.00 | - First |
| | | \$ 90.00 | - Add'l |
| - Per C. O. Channel Interface - Voice | \$ 1.50 | \$ 5.75 | - First |
| | | \$ 6.50 | - Add'l |
| Note(s): | | | |
| 1. The Commission did not order rates for rights-of-way. The rates displayed reflect BellSouth's proposed rates that are the cable television rates in effect today. | | | |
| 2. Monthly rate excludes NID. | | | |