

ORIGINAL

LAW OFFICES
MESSER, CAPARELLO & SELF
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October 16, 1997

BY HAND DELIVERY

Ms. Blanca Bayo, Director
Division of Records and Reporting
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket No. 960833-TP

Dear Ms. Bayo:

Enclosed are an original and fifteen copies of American Communications Services, Inc. and American Communications Services of Jacksonville, Inc.'s Supplement to Petition to Intervene and Request for Expedited Disposition in the above referenced docket.

Please indicate receipt of this document by stamping the enclosed extra copy of this letter.

Thank you for your assistance in this matter.

Sincerely,

Norman H. Horton, Jr.
Norman H. Horton, Jr.

- ACK _____
- AFA _____
- APP _____
- CAF _____
- CMU 5 _____
- CTR _____
- EAG _____
- LEG 2 _____
- LIN 5 _____
- OPD _____
- RCM _____
- SEC 1 _____
- WAS _____
- OTH _____

NHH:amb
Enclosures
cc: James Falvey, Esq.
Parties of Record

RECEIVED & FILED
OCT 16 1997
DIVISION OF RECORDS

DOCUMENT NUMBER-DATE
10649 OCT 16 97
FPSC-RECORDS/REPORTING

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by AT&T Communications)
of the Southern States, Inc. for arbitration)
of certain terms and conditions of a)
proposed agreement with BellSouth)
Telecommunications, Inc. concerning)
interconnection and resale under the)
Telecommunications Act of 1996.)
_____)

Docket No. 960833-TP
Filed: October 16, 1997

**SUPPLEMENT TO PETITION TO INTERVENE AND
REQUEST FOR EXPEDITED DISPOSITION**

American Communications Services, Inc. and American Communications Services of Jacksonville, Inc. ("ACSI" and "ACSI-Jacksonville"), herewith files this Supplement to its Petition to Intervene in this docket and states:

1. On October 14, 1997, ACSI filed a Petition to Intervene in this docket and demonstrated that its substantial interests will be affected by the decision rendered by the Commission in this phase of this docket. As further basis for allowing intervention, ACSI would refer to the Amendment to the Interconnection Agreement between BellSouth and ACSI attached hereto as Attachment A. In that amendment, BellSouth and ACSI specifically agreed that the rates reflected in that document for unbundled loops, cross-connects and loop channelization were subject to a true-up (paragraph 2). To that end they are "interim" rates similar to the "interim" rates under review here.

2. According to the current draft list of issues in this docket, the Commission will be considering the rates for elements which are part of the ACSI-BellSouth agreement. For example, rates for collocation, which contains cross connect charges, will be reviewed. Table 2 to the

DOCUMENT NUMBER-DATE
10649 OCT 16 97
FPSC-RECORDS/REPORTING

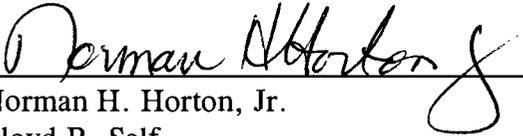
AT&T/BellSouth Agreement (page 60) lists the rates for physical and virtual collocation describing them as interim rates subject to true-up. Included in the list are recurring and nonrecurring charges for cross-connects which are included in the ACSI/BellSouth amendment as rates subject to true-up. Additionally, proposed Issue 1 includes 2 wire ADSL and 2 wire/4 wire HDSL loops which are also embodied in the ACSI/BellSouth agreement.

3. Under the circumstances described in the petition and this supplement, ACSI has demonstrated that its substantial interests will be affected by the decision of the Commission in this case and that intervention is warranted. Royal Palm Square v. Sevco Land Corp. 653 So.2d 533 (Fla. App. 2 Dist.1993). ACSI has acknowledged the existence of the procedural order issued in July 1996, limiting participation in the docket. However, circumstances have changed and that order should not be used to deny ACSI an opportunity to participate in a proceeding which will affect its interests.

4. ACSI recognizes that intervenors "take the case as they find it" including the schedule of events. Since testimony is due in less than 30 days, ACSI would request an expedited ruling on this petition.

WHEREFORE, for the reasons cited here and in the initial petition, ACSI requests that the Commission grant the Petition to Intervene.

Respectfully submitted



Norman H. Horton, Jr.

Floyd R. Self

Messer, Caparello & Self, P.A.

215 S. Monroe Street, Suite 701

P.O. Box 1876

Tallahassee, FL 32302-1876

(904) 222-0720

Attorneys for American Communications Services of
Jacksonville, Inc.

AMENDMENT

TO

INTERCONNECTION AGREEMENT BETWEEN ACSI AND
BELL SOUTH TELECOMMUNICATIONS DATED JULY 25, 1996

Pursuant to this Agreement (the "Amendment"), American Communications Services, Inc., on behalf of its local exchange operating subsidiaries (collectively "ACSI") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated July 25, 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, ACSI and BellSouth hereby covenant and agree as follows:

1. The Parties agree that BellSouth will provide and ACSI will accept and pay for (1) loops, (2) loop cross-connections and (3) loop channelization in accordance with the schedule of prices set forth in Attachment C-2 to this Amendment which is incorporated herein by reference, in and for the states reflected on Attachment C-2.

2. The Parties agree that the prices reflected herein shall be "true-up" (up or down) based on final prices either determined by further agreement or by a final order (including any appeals) of the relevant public service commission 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 Interconnection Agreement.

3. The Parties agree that they may continue to negotiate as appropriate in an effort to obtain final prices for each of these items, but in the event that no such agreement is reached within six (6) months of this Amendment (which time can be extended by mutual agreement of the Parties) either party may petition the public service commission or other regulatory body of the State whose rates are in dispute to resolve such disputes and to determine final rates for each of the items covered by this Amendment. Alternatively, upon their mutual agreement, the parties may submit the matter to commercial arbitration in accordance with the terms contained in Section XXV of the Interconnection Agreement.

4. 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 ACSI 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."

5. The Parties further agree that the rates for number portability identified in Attachment D to the Interconnection Agreement will be retroactively "trued-up" to the effective date of the Interconnection Agreement in the event that different rates for number portability are established by mutual agreement of the parties, regulatory action, judicial order, or by selection of a lower rate for number portability pursuant to the "most favorable provisions" contained in Section XXII of the Interconnection Agreement.

6. The Parties agree that all of the other provisions of the Interconnection Agreement, dated July 25, 1996, shall remain in full force and effect. Nothing in this Amendment shall in any way limit ACSI's ability to select substitute rates for local loops, loop cross connects, loop channelization, or number portability pursuant to the terms of Section XXII of the Interconnection Agreement relating to "most favorable" treatment.

7. 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.

8. ACSI agrees to withdraw its pending arbitration petitions under the Telecommunications Act of 1996 in all BellSouth states as soon as practical.

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

AMERICAN COMMUNICATIONS SERVICES, INC.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____

BY: Robert C. [Signature]

DATE: October 17, 1996

DATE: October 17, 1996

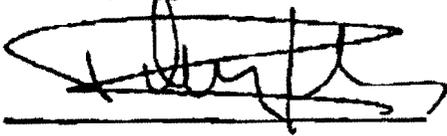
6. The Parties agree that all of the other provisions of the Interconnection Agreement, dated July 25, 1996, shall remain in full force and effect. Nothing in this Amendment shall in any way limit ACSI's ability to select substitute rates for local loops, loop cross connects, loop channelization, or number portability pursuant to the terms of Section XXII of the Interconnection Agreement relating to "most favorable" treatment.

7. 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.

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

AMERICAN COMMUNICATIONS SERVICES, INC.

By: 

DATE: October 17, 1996

BELLSOUTH TELECOMMUNICATIONS, INC.

BY: 

DATE: October 17, 1996

10/14/97 10E 17:10 FAX 301 483 7654
 OCT 18 '96 17:20 FR KELLEY DRYE&JARREN
 ACST. LEGAL
 TO 93016174277 P.09/11
 DOC HORTON

ATTACHMENT C-2

[The chart included below hereby replaces the table included on pages 2-3 of Attachment C-2 to the Interconnection Agreement. The service description contained in Attachment C-2 to the Interconnection Agreement is expressly retained.]

States:	Alabama		Florida		Georgia		Kentucky	
Rate Elements	Monthly	Nonrecurring *						
Unbundled Exchange Access Loop **								
2-Wire Analog	\$18.00	\$55.20	\$17.00	\$44.80	\$17.00	\$25.80	\$17.00	\$58.40
4-Wire Analog	\$28.80	\$55.20	\$27.20	\$44.80	\$27.20	\$25.80	\$27.20	\$58.40
2-Wire ADSL/HDSL	\$18.00	\$55.20	\$17.00	\$44.80	\$17.00	\$25.80	\$17.00	\$58.40
4-Wire HDSL	\$28.80	\$55.20	\$27.20	\$44.80	\$27.20	\$25.80	\$27.20	\$58.40
2-Wire ISDN Digital	\$28.80	\$55.20	\$27.20	\$44.80	\$27.20	\$25.00	\$27.20	\$58.40
Cross-Connects								
2-Wire Analog	\$0.30	\$18.40	\$0.30	\$15.20	\$0.30	\$12.60	\$0.30	\$18.00
4-Wire Analog	\$0.50	\$18.40	\$0.50	\$15.20	\$0.50	\$12.60	\$0.50	\$18.00
Loop Channelization								
Equipment	\$400.00	\$525.00	\$400.00	\$525.00	\$400.00	\$525.00	\$400.00	\$525.00
Per Line	\$1.15	\$8.00	\$1.15	\$8.00	\$1.15	\$8.00	\$1.15	\$8.00

* These rates reflect 80% of the Business Service Connection Charge. If the Business Service Connection Charge is modified, this rate will become 80% of the revised rate.

** In the event that an unbundled loop ordered by ACST is part of an Integrated Digital Loop Carrier (IDLC) system, the loop will be unbundled from the IDLC and provided to ACST in accordance with the corresponding rates specified above.

10/14/97 TUE 17:11 FAX 301 483 7854
 ACSI, LEGAL
 --- DOC HORTON
 007

OCT 18 '96 17:20 FR KELLEY DRYE&WARREN
 TO 93016174277 P.10/11

ATTACHMENT C-2

States: Louisiana Mississippi North Carolina South Carolina

Rate Elements	Monthly	Nonrecurring *						
Unbundled Exchange Access Loop **								
2-Wire Analog	\$17.00	\$68.00	\$22.00	\$53.36	\$17.00	\$33.00	\$18.00	\$51.20
4-Wire Analog	\$27.20	\$68.00	\$35.20	\$53.36	\$27.20	\$33.00	\$28.80	\$51.20
2-Wire ADSL/HDSL	\$17.00	\$68.00	\$22.00	\$53.36	\$17.00	\$33.00	\$18.00	\$51.20
4-Wire HDSL	\$27.20	\$68.00	\$35.20	\$53.36	\$27.20	\$33.00	\$28.80	\$51.20
2-Wire ISDN Digital	\$27.20	\$68.00	\$35.20	\$53.36	\$27.20	\$33.00	\$28.80	\$51.20
Cross-Connects								
2-Wire Analog	\$0.30	\$20.80	\$0.30	\$13.00	\$0.30	\$11.60	\$0.30	\$8.00
4-Wire Analog	\$0.50	\$20.80	\$0.50	\$13.00	\$0.50	\$11.60	\$0.50	\$8.00
Loop Channelization								
Equipment	\$400.00	\$525.00	\$400.00	\$525.00	\$400.00	\$525.00	\$400.00	\$525.00
Per Line	\$1.15	\$8.00	\$1.15	\$8.00	\$1.15	\$8.00	\$1.15	\$8.00

* These rates reflect 80% of the Business Service Connection Charge. If the Business Service Connection Charge is modified, this rate will become 80% of the revised rate.

** In the event that an unbundled loop ordered by ACSI is part of an Integrated Digital Loop Carrier (IDLC) system, the loop will be unbundled from the IDLC and provided to ACSI in accordance with the corresponding rates specified above.

ATTACHMENT C-2

States: Tennessee

Rate Elements	Monthly	Nonrecurring *
Unbundled Exchange Access Loop **		
2-Wire Analog	\$18.00	\$46.80
4-Wire Analog	\$28.80	\$46.80
2-Wire ADSL/HDSL	\$18.00	\$46.80
4-Wire HDSL	\$28.80	\$46.80
2-Wire ISDN Digital	\$28.80	\$46.80
Cross-Connects		
2-Wire Analog	\$0.30	\$19.20
4-Wire Analog	\$0.50	\$19.20
Loop Channelization		
Equipment	\$400.00	\$525.00
Per Line	\$1.15	\$6.00

* These rates reflect 80% of the Business Service Connection Charge. If the Business Service Connection Charge is modified, this rate will become 80% of the revised rate.

** In the event that an unbundled loop ordered by ACSI is part of an Integrated Digital Loop Carrier (IDLC) system, the loop will be unbundled from the IDLC and provided to ACSI in accordance with the corresponding rates specified above.

LAW OFFICES
MESSER, CAPARELLO & SELF
A PROFESSIONAL ASSOCIATION

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October 14, 1997

BY HAND DELIVERY

Ms. Blanca Bayo, Director
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Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket No. 960833-TP

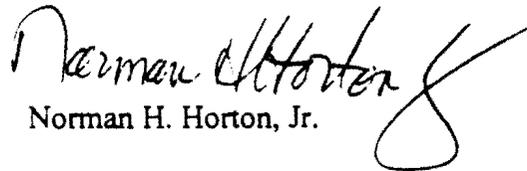
Dear Ms. Bayo:

Enclosed are an original and fifteen copies of American Communications Services, Inc. and American Communications Services of Jacksonville, Inc.'s Petition to Intervene in the above referenced docket.

Please indicate receipt of this document by stamping the enclosed extra copy of this letter.

Thank you for your assistance in this matter.

Sincerely,


Norman H. Horton, Jr.

NHH:amb
Enclosures

cc: James Falvey, Esq.
Parties of Record

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by AT&T Communications)
of the Southern States, Inc. for arbitration)
of certain terms and conditions of a)
proposed agreement with BellSouth)
Telecommunications, Inc. concerning)
interconnection and resale under the)
Telecommunications Act of 1996.)
_____)

Docket No. 960833-TP
Filed: October 14, 1997

PETITION TO INTERVENE

American Communications Services, Inc. and American Communications Services of Jacksonville, Inc. ("ACSI" and "ACSI-Jacksonville"), through its undersigned herewith file this Petition to Intervene in this docket and as grounds would show:

1. The name and address of petitioner is:

American Communications Services, Inc.
131 National Business Parkway, Suite 100
Annapolis Junction, MD 20701.

2. Copies of notices, pleadings and documents in this proceeding should be provided

to:

Norman H. Horton, Jr.
Messer, Caparello & Self, P.A.
215 S. Monroe St., Suite 701
P. O. Box 1876
Tallahassee, FL 32302-1876

James C. Falvey
American Communication Services, Inc.
131 National Business Parkway, Suite 100
Annapolis Junction, MD 20701

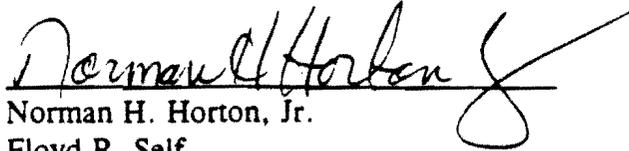
3. ACSI-Jacksonville is a certificated Alternative Local Exchange Carrier ("ALEC") providing services in Florida. ACSI is a party to an Interconnection Agreement with BellSouth approved by this Commission on December 12, 1996 in Docket No. 960969-TP. Additionally, ACSI resells BellSouth services.

4. In this proceeding, the Commission is going to determine the appropriate recurring and non-recurring rates for several specified elements. These elements are available to and may be used by ACSI as well as other providers. Under section XXII, Most Favorable Provisions of the ACSI-BellSouth Agreement (Attachment A hereto) if BellSouth becomes obligated to provide "interconnection . . . unbundled access to network elements or any other service related to interconnection" at rates more favorable than comparable under the ACSI agreement, then ACSI can substitute the "more favorable rates, terms, or conditions" for relevant provisions of the agreement. Consequently, the Commission's consideration of the rates for and pricing of the elements shown on Attachment B will have an affect on ACSI.

5. Initially the Commission embraced the position in this docket that "intervention with full party status is not appropriate" in section 252 arbitration proceedings. Order No. PSC-96-0933-PCO-TP. Since arbitration contemplates that only the party requesting interconnection and the incumbent LEC would be parties to the negotiations. This proceeding has progressed beyond the initial arbitration and the Commission has reached a decision on the original petition. Even though the current review is being conducted in the same docket as the initial arbitration, the decision rendered by the Commission in this phase of the docket will affect other persons, thus intervention is appropriate at this time.

Accordingly, ACSI and ACSI-Jacksonville requests the Commission grant its petition for Intervention and permit ACSI to participate as a full party in this docket.

Respectfully submitted

A handwritten signature in cursive script, reading "Norman H. Horton, Jr.", written over a horizontal line.

Norman H. Horton, Jr.

Floyd R. Self

Messer, Caparello & Self, P.A.

215 S. Monroe Street, Suite 701

P.O. Box 1876

Tallahassee, FL 32302-1876

(904) 222-0720

Attorneys for American Communications Services of
Jacksonville, Inc.

XXII. MOST FAVORABLE PROVISIONS

- A. If as a result of any proceeding before any Court, Commission, or the FCC, any voluntary agreement or arbitration proceeding pursuant to the Act, or pursuant to any applicable federal or state law, BellSouth becomes obligated to provide interconnection, number portability, unbundled access to network elements or any other services related to interconnection, whether or not presently covered by this Agreement, to another telecommunications carrier operating within a state within the BellSouth territory at rates or on terms and conditions more favorable to such carrier than the comparable provisions of this Agreement, then ACSI shall be entitled to add such network elements and services, or substitute such more favorable rates, terms or conditions for the relevant provisions of this Agreement, which shall apply to the same states as such other carrier and such substituted rates, terms or conditions shall be deemed to have been effective under this Agreement as of the effective date thereof to such other carrier.
- B. If the more favorable provision is a result of the action of an appropriate regulatory agency or judicial body, whether commenced before or after the effective date of this Agreement, the Parties agree to incorporate such order in this Agreement as of its effective date. In the event BellSouth files and receives approval for a tariff offering to provide any substantive service of this Agreement in a way different than that provided for herein, the Parties agree that the Companies shall be eligible for subscription to said service at the rates, terms and conditions contained in tariffs as of the effective date of the tariff.
- C. In the event that BellSouth provides interconnection and/or temporary number portability arrangements via tariff or has or enters into an interconnection and or temporary number portability agreement with another entity, BellSouth will permit ACSI an opportunity to inspect such tariff or agreement and, upon ACSI's request, BellSouth will immediately offer ACSI an agreement on the same material terms with effect from the date BellSouth first made such tariff effective or entered into such arrangement and for the remainder of the term of this Agreement. The other items covered by this Agreement and not covered by such tariff or agreement shall remain unaffected and as to such items this Agreement shall remain in effect.
- D. In the event that BellSouth is required by an FCC or a state commission decision or order to provide any one or more terms of interconnection or other matters covered by this Agreement that individually differ from any one or more corresponding terms of this Agreement, ACSI may elect to amend this Agreement to reflect all of such differing terms (but not less than all) contained in such decision or order, with effect from the date ACSI makes such election. The other items covered by this Agreement and not covered by such decision or order shall remain unaffected and as to such items this Agreement shall remain in effect.

In re: Petition by AT&T)
Communications of the Southern)
States, Inc., for arbitration) Docket No. 960833-TP
of certain terms and conditions)
of a proposed agreement with)
BellSouth Telecommunications,)
Inc. concerning interconnection)
and resale under the)
Telecommunications Act of 1996)

**BELLSOUTH TELECOMMUNICATIONS, INC.'s PROPOSED ISSUES
FOR REPLACEMENT OF INTERIM RATES WITH PERMANENT RATES**

What is the appropriate permanent recurring and non-recurring rate for the following elements:

- (a) Unbundled network interface device;
- (b) Network interface device access;
- (c) 2-wire/4-wire sub-loops;
- (d) Virtual collocation;
- (e) Physical collocation;
- (f) Directory transport (DSI only);
- (g) Dedicated transport (DSI only); and
- (h) 4-wire analog port.

CERTIFICATE OF SERVICE

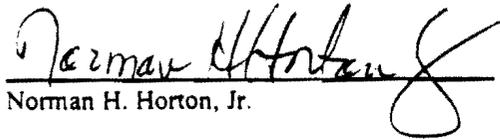
I HEREBY CERTIFY that true and correct copies of Petition to Intervene in Docket No. 960833-TP have been served upon the following parties by Hand Delivery (*) and/or U.S. Mail this 14th day of October, 1997.

Monica Barone, Esq.*
Division of Legal Services, Room 370
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Ms. Nancy White
c/o Ms. Nancy Sims
BellSouth Telecommunications, Inc.
150 S. Monroe Street, Suite 400
Tallahassee, FL 32301

Tracy Hatch, Esq
AT&T
101 N. Monroe St., Suite 700
Tallahassee, Florida 32301

Marsha E. Rule, Esq.
AT&T
101 N. Monroe St., Suite 700
Tallahassee, Florida 32301


Norman H. Horton, Jr.

CERTIFICATE OF SERVICE

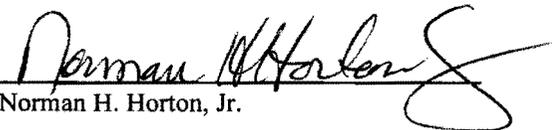
I HEREBY CERTIFY that true and correct copies of Supplement to Petition to Intervene and Request for Expedited Disposition in Docket No. 960833-TP have been served upon the following parties by Hand Delivery (*) and/or Facsimile (**) this 16th day of October, 1997.

Monica Barone, Esq.*
Division of Legal Services, Room 370
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Ms. Nancy White**
c/o Ms. Nancy Sims
BellSouth Telecommunications, Inc.
150 S. Monroe Street, Suite 400
Tallahassee, FL 32301

Tracy Hatch, Esq*
AT&T
101 N. Monroe St., Suite 700
Tallahassee, Florida 32301

Marsha E. Rule, Esq.*
AT&T
101 N. Monroe St., Suite 700
Tallahassee, Florida 32301


Norman H. Horton, Jr.