

BELLSOUTH

BellSouth Telecommunications, Inc. 804 224-7700
Suite 400 Fax 804 224-8073
150 South Monroe Street
Tallahassee, Florida 32301-1958

A. M. Lombardo
Regulatory Vice President

January 5, 1998

ORIGINAL

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

98 0030-TP

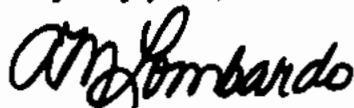
Re: Approval of the Collocation Amendment Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Teleport Communications Group, Inc. pursuant to Section 252(e) of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and Teleport Communications Group, Inc. are submitting to the Florida Public Service Commission their negotiated amendment for collocation. The original agreement was filed July 26, 1996 in Docket 960862.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the collocation amendment between BellSouth and Teleport Communications Group, Inc. within 90 days of its submission. The Commission may only reject such an amendment if it finds that the amendment or any portion of the amendment discriminates against a telecommunications carrier not a party to the amendment or the implementation of the amendment or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exist as to the amendment they have negotiated and therefore, are very hopeful that the Commission shall approve their amendment.

Very truly yours,



A. M. Lombardo
Regulatory Vice President (cc)

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

THIRD AMENDMENT

TO

**AGREEMENT BETWEEN
TELEPORT COMMUNICATIONS GROUP, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.**

Pursuant to this Agreement (the "Amendment"), Teleport Communications Group, Inc. ("TCG") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Agreement between the Parties dated July 15, 1996 ("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, TCG and BellSouth hereby covenant and agree as follows:

1. The Parties agree that BellSouth will, upon request, provide and TCG will accept and pay for (1) loops, (2) POT Bay Termination, (3) loop cross-connections and (4) loop channelization in accordance with the schedule of prices set forth in Attachment A-2 to this Amendment which is incorporated herein by reference, in and for the states reflected on Attachment A-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 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 such 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. 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 TCG 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."

4. The Parties agree that all of the other provisions of the Agreement, dated July 15, 1996, shall remain in full force and effect including any amendments thereto. Nothing in this Amendment shall in any way limit TCG's ability to select substitute rates for local loops, POT Bay Termination, loop cross connects, or loop channelization pursuant to the terms of Section XXIII of the Agreement relating to "more favorable" treatment.

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. However, this Amendment is effective without further approval needed.

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

TELEPORT COMMUNICATIONS
GROUP, INC.

By: 

Title: AV. Operations

DATE: 4/24/97

BELLSOUTH TELECOMMUNICATIONS,
INC.

By: 

Title: Director

DATE: 11/25/97

APPROVED AS TO FORM
LEGAL DEPARTMENT

Date 11/25/97 By [unclear]

Unbundled Products and Services and New Services

Service: Unbundled Exchange Access Loop

Description: Provides the connection from the serving central office to a subscriber's premises and is rated on a monthly and/or distance sensitive basis. It is engineered to meet the same parameters as residence or business exchange access line.

BellSouth shall allow TCG to access the following Loop types (in addition to those Loops available under applicable tariffs) unbundled from local switching and local transport in accordance with the terms and conditions set forth herein:

"2-Wire Analog Voice Grade Loops" or "Analog 2W" which support analog transmission of 300-3000 Hz, repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the end office switch), and repeat ringing in the other direction (toward the end user). Analog 2W include Loops sufficient for the provision of PBX trunks, pay telephone lines and electronic key system lines. Both "pure copper" and "Unintegrated Digital Loop Carrier" (UDLC) systems shall be made available.

"4-Wire Analog Voice Grade Loops" or "Analog 4W" which support the transmission of voice grade signals using separate transmit and receive paths and terminate in a 4-wire electrical interface. Both "pure copper" and "Unintegrated Digital Loop Carrier" (UDLC) systems shall be made available.

"2-Wire ISDN Digital Grade Loops" which support digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel. This is a 2B+D Basic Rate Interface Integrated Services Digital Network (BRI-ISDN) type of loop which will meet national ISDN standards.

"2-Wire ADSL-Compatible Loop" or "ADSL 2W" is a transmission path which facilitates the transmission of up to a 6 Mbps digital signal downstream (toward the Customer) and up to a 640 Kbps digital signal upstream (away from the Customer) while simultaneously carrying an analog voice signal. An ADSL-2W loop is provided over a 2-wire non-loaded twisted copper pair provisioned using revised resistance design guidelines and meeting ANSI Standard T1.413-1995-007R2. An ADSL Loop terminates in a 2-wire electrical interface at the customer premises and the BellSouth Central Office frame.

"2-Wire HDSL-Compatible Loop" or "HDSL 2W" is a transmission path which facilitates the transmission of a 768 Kbps digital signal over a 2-wire non-loaded twisted copper pair meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Loop are available only where existing copper facilities can meet T1E1 Technical Report Number 28 specifications.

"4-Wire HDSL-Compatible Loop" or "HDSL 4W" is a transmission path which facilitates the transmission of a 1.544 Mbps digital signal over two 2-wire non-loaded twisted copper pairs meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Loop are available only where existing copper facilities can meet the specifications.

"Integrated Digital Loop Carrier" or "Integrated DLC" is the same as Digital Loop Carrier, except it is not demultiplexed, but instead the DS-1 facilities are directly connected into compatible digital equipment.

ATTACHMENT A-2

States:	Alabama		Florida		Georgia		Kentucky	
Rate Elements	Monthly	Nonrecurring*	Monthly	Nonrecurring*	Monthly	Nonrecurring*	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
POT Bay								
2-wire	\$0.40		\$0.40		\$0.40		\$0.40	
4-wire	\$1.20		\$1.20		\$1.20		\$1.20	
Cross-Connects								
2-Wire Analog	\$0.30	\$18.40	\$0.30	\$15.20	\$0.30	\$12.80	\$0.30	\$16.00
4-Wire Analog	\$0.50	\$18.40	\$0.50	\$15.20	\$0.50	\$12.80	\$0.50	\$16.00
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 TCG is part of an Integrated Digital Loop Carrier (IDLC) system, the loop will be unbundled from the IDLC and provided to TCG in accordance with the corresponding rates specified above.

ATTACHMENT A-2

States: Louisiana Mississippi North Carolina South Carolina

Rate Elements	Monthly	Nonrecurring*	Monthly	Nonrecurring*	Monthly	Nonrecurring*	Monthly	Nonrecurring*
Unbundled Exchange Access Loop**								
2-Wire Analog	\$17.00	\$6 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
POT Bay								
2-wire	\$0.40		\$0.40		\$0.40		\$0.40	
4-wire	\$1.20		\$1.20		\$1.20		\$1.20	
Cross-Connects								
2-Wire Analog	\$0.30	\$20.80	\$0.30	\$13.00	\$0.30	\$11.80	\$0.30	\$8.00
4-Wire Analog	\$0.50	\$20.80	\$0.50	\$13.00	\$0.50	\$11.80	\$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 TCG is part of an Integrated Digital Loop Carrier (IDLC) system, the loop will be unbundled from the IDLC and provided to National Tel in accordance with the corresponding rates specified above.

From: Kay Flynn
To: Kimberley Pena, Stan Greer
Subject: fwd: 980030

-----NOTE-----1/07/98--1:53pm--
CC: Linda Williams, Nonnye Grant

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This docket is for approval of amendment to collocation agreement between BellSouth and Teleport Communications Group. Please let us know if Teleport is really TCG. TCG has an ALEC cert, but Teleport doesn't. We'll change our records if it turns Teleport is actually our ALEC-certificated TCG. Thanks. Kay

Fwd-by:-Stan-Greer---1/07/98--4:50pm--
Fwd to: Kay Flynn

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Teleport is TCG.
Fwd-by:-Kay-Flynn---1/07/98--4:51pm--
Fwd to: Stan Greer

.....
TCG South Florida, right?
Fwd-by:-Stan-Greer---1/07/98--4:52pm--
Fwd to: Kay Flynn

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Yes.
