

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request by BellSouth Telecommunications, Inc. for approval of amendment to interconnection, unbundling, and resale agreement with ICG Telecom Group, Inc. pursuant to Sections 251, 252, and 271 of the Telecommunications Act of 1996.

DOCKET NO. 980621-TP
ORDER NO. PSC-98-1122-FOF-TP
ISSUED: August 24, 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 May 6, 1998, BellSouth Telecommunications, Inc. (BellSouth) and ICG Telecom Group, Inc. (ICG) filed a request for approval of an amendment to the existing interconnection, unbundling and resale agreement under the Telecommunications Act of 1996, 47 U.S.C. §252(e) of the Telecommunications Act of 1996 (the Act). The 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 NUMBER-DATE

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DO NOT REPLY TO THIS REPORTING

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This amendment to the existing agreement governs the relationship between the companies regarding the Service Provider Number Portability - Route Index Portability Hubbing (SPNP-RIPH). Under 47 U.S.C. § 252(a)(1), the agreement shall include a detailed schedule of itemized charges for interconnection and each service or network element included in the agreement. The amendment to the existing agreement states that SPNP-RIPH provided by BellSouth for resale will be available for purchase by ICG as provided in Attachment A.

Upon review of the proposed amendment to the existing agreement, we find that it complies with the Telecommunications Act of 1996; thus, we hereby approve it. We note the approval of this amendment does not constitute a determination that BellSouth has met the requirements of Section 271 of the Telecommunications Act. BellSouth and ICG must file any 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

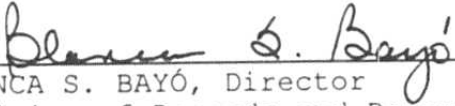
ORDERED by the Florida Public Service Commission that the resale agreement between BellSouth Telecommunications, Inc. and ICG Telecom Group, Inc., as set forth in Attachment A and incorporated by reference in this Order, is hereby approved. It is further

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.

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BY ORDER of the Florida Public Service Commission this 24th
day of August, 1998.



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).

ATTACHMENT A

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AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN
BELL SOUTH TELECOMMUNICATIONS, INC.
AND ICG TELECOM GROUP, INC.
DATED OCTOBER 7, 1997

Pursuant to this Agreement (the "Agreement"), ICG Telecom Group, Inc. ("ICG") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated October 7, 1997 ("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. ICG and BellSouth hereby covenant and agree as follows:

1. The Parties agree that BellSouth will, upon request, provide, and ICG will accept and pay for, Service Provider Number Portability - Route Index Portability Hubbing (SPNP-RIPH) as defined in 2.
2. This service provides an interim procedure for ICG to use to enable Service Provider Local Number Portability until Long Term Service Provider Local Number Portability is deployed. This service will be employed only until long term local number portability procedures are made available pursuant to the FCC schedule for deployment. The transition between interim and permanent number portability for BellSouth and ICG customers who have interim number portability shall be coordinated and implemented between the Parties within 90 days of the effective date of this amendment.
3. When the telephone number of an ICG customer using this service is dialed, the call is routed to the end office switch serving the dialed number. Switch translations reference a Trunk Group Route Index (TGRI) that points to a common interoffice trunk group between the serving end office switch and the appropriate BellSouth Access Tandem. The trunk group translations are configured to prefix a predetermined 1XX code to the dialed digits before transmission. This 10 to 13 digit number is sent to the Access Tandem. The 1XX code is interpreted by the Access Tandem to determine the correct trunk routing and then deleted. The call is routed to the terminating interoffice trunk group serving ICG's switch along with the remaining 7 to 10 digit called number for termination.

ATTACHMENT A

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4. The BellSouth Access Tandem to the ICG end office trunk group will utilize SS7 signaling protocol. Regular interoffice switching and routing will be utilized for transportation of the call from the BellSouth serving wire center to the appropriate BellSouth Access Tandem.
5. ICG will be required to open and translate the customer's directory number to the ICG switch. No interpretation or modification of the called number will be performed by the Access Tandem
6. ICG will be assigned a distinct 1XX code for routing. This code must be applied for and assigned by the appropriate BellSouth organization.
7. ICG can be served from all deployed switch types. If BellSouth determines that there is a capacity issue at the access tandem, if available, ICG will be served using other options.
8. There are no additional software or special vendor equipment requirements. Also, no known additional hardware will be necessary for deployment.
9. SPNP-RIPH shall be provided in accordance with the following Technical References:
 - LSLGR, TR-NWT-000505, Call Processing, Section 5.2, Call Treatments;
 - LSSGR, TR-NWT-000506, Signaling, Section 6.1, General;
 - LSSGR, TR-NWT-000506, Signaling, Section 6.2, Customer Line Signaling;
 - LSSGR, TR-NWT-000506, Signaling, Section 6.3.5.2, Discounts;
 - LSSGR, TR-NWT-000509, Maintenance, Section 9.2, Circuit and Facility Management;
 - LSSGR, TR-TSY-PPP560, FSD 01-02-0100, Individual Line;
 - LSSGR, TR-TSY-000524, FSD 04-02-0000, Direct Inward Dialing.
10. SPNP-RIPH will be ordered by ICG on behalf of its end user. Standard installation intervals apply to the service. Expedite charge may be required for shorter intervals. Repair standards will be the same as for those for the equivalent tariffed offering.

ATTACHMENT A

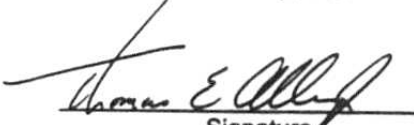
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11. When an end user transfers to ICG and plans to keep his/her number, ICG will contact BellSouth's Local Carrier Service Center (LCSC) to request the transfer with number portability. The center will issue a disconnect order to close the end user's BellSouth CRIS account and an "N" order to establish a new CRIS account for SPNP-RIPH service for ICG. BellSouth will bill ICG on a CRIS bill. The Billing Name and Address on the new accounts for SPNP-RIPH will be ICG. The Listed Name and Address will be that of the end user.
12. Rates for the SPNP-RIPH service are set forth in Exhibit A, attached hereto and incorporated herein by this reference.

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

ICG Telecom Group, Inc.

BellSouth Telecommunications, Inc.



Signature



Signature

Thomas E. Alcrist

Name

Jerry D. Hendrix

Name

V.P. - Credit and Est. Off.

Title

Director - Interconnection Services

Title

7/27/98

Date

7/23/98

Date

ATTACHMENT A

EXHIBIT A

Service Provider Number Portability - Route Index Portability Hubbing shall be available at the following rates:

Category	Alabama		Florida		Georgia	
	Monthly	NRC	Monthly	NRC	Monthly	NRC
Functionality, Per Central Office	N/A	\$254.03	N/A	\$257.22	N/A	\$253.84
Per Tandem, Per Rearrangement	N/A	\$89.31	N/A	\$90.43	N/A	\$89.23
Per Number Ported	\$1.15	\$0.52	\$1.16	\$0.52	\$1.01	\$0.52
Per Service Order, Per Location	N/A	\$5.52	N/A	\$5.59	N/A	\$5.52
Incr. Cost of Manual Service Order	N/A	\$40.88	N/A	\$41.39	N/A	\$40.82

Category	Kentucky		Louisiana		Mississippi	
	Monthly	NRC	Monthly	NRC	Monthly	NRC
Functionality, Per Central Office	N/A	\$254.34	N/A	\$254.81	N/A	\$254.11
Per Tandem, Per Rearrangement	N/A	\$89.41	N/A	\$89.51	N/A	\$89.33
Per Number Ported	\$1.21	\$0.52	\$1.24	\$0.52	\$1.16	\$0.52
Per Service Order, Per Location	N/A	\$5.53	N/A	\$5.54	N/A	\$5.53
Incr. Cost of Manual Service Order	N/A	\$40.93	N/A	\$40.97	N/A	\$40.89

Category	North Carolina		South Carolina		Tennessee	
	Monthly	NRC	Monthly	NRC	Monthly	NRC
Functionality, Per Central Office	N/A	\$253.58	N/A	\$255.02	N/A	\$254.30
Per Tandem, Per Rearrangement	N/A	\$89.14	N/A	\$89.65	N/A	\$89.39
Per Number Ported	\$1.33	\$0.51	\$1.30	\$0.52	\$0.52	\$1.09
Per Service Order, Per Location	N/A	\$5.51	N/A	\$5.55	N/A	\$5.53
Incr. Cost of Manual Service Order	N/A	\$40.81	N/A	\$41.04	N/A	\$40.90

* NRC = Non-recurring Charge