

1 BELL SOUTH TELECOMMUNICATIONS, INC.

2 DIRECT TESTIMONY OF W. KEITH MILNER

3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

4 DOCKET No. 980800-TP

5 SEPTEMBER 10, 1998

ORIGINAL

6
7 Q. PLEASE STATE YOUR NAME, ADDRESS, AND POSITION WITH
8 BELL SOUTH TELECOMMUNICATIONS, INC.

9
10 A. My name is W. Keith Milner. My business address is 675 West
11 Peachtree Street, Atlanta, Georgia 30375. I am Senior Director -
12 Interconnection Services for BellSouth Telecommunications, Inc.
13 ("BellSouth" or "the Company"). I have served in my present role since
14 February 1996 and have been involved with the management of certain
15 issues related to local interconnection, resale and unbundling.

16
17 Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

18
19 A. My business career spans over 28 years and includes responsibilities in
20 the areas of network planning, engineering, training, administration and
21 operations. I have held positions of responsibility with a local exchange
22 telephone company, a long distance company and a research and
23 development laboratory. I have extensive experience in all phases of
24 telecommunications network planning, deployment and operation
25 (including research and development) in both the domestic and

1 international arenas.

2

3 I graduated from Fayetteville Technical Institute in Fayetteville, North
4 Carolina in 1970 with an Associate of Applied Science in Business
5 Administration degree. I also graduated from Georgia State University in
6 1992 with a Master of Business Administration degree.

7

8 Q. HAVE YOU TESTIFIED PREVIOUSLY BEFORE ANY STATE PUBLIC
9 SERVICE COMMISSION; AND IF SO, BRIEFLY DESCRIBE THE
10 SUBJECT OF YOUR TESTIMONY.

11

12 A. I testified before the state Public Service Commissions in Alabama,
13 Florida, Georgia, Kentucky, Louisiana, Mississippi and South Carolina,
14 the Tennessee Regulatory Authority and the Utilities Commission in North
15 Carolina on the issues of technical capabilities of the switching and
16 facilities network regarding the introduction of new service offerings,
17 expanded calling areas, unbundling and network interconnection.

18

19 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY BEING FILED
20 TODAY?

21

22 A. I will address issues raised resulting from a joint issue identification
23 meeting between BellSouth and Supra Telecommunications and
24 Information Systems, Inc. ("Supra") pursuant to Florida Public Service
25 Commission Docket No. 980800-TP. Specifically, I will address Issues 2,

1 3A, and 5 in this docket.

2

3 **Q. WHAT IS BELLSOUTH'S BASIC POSITION REGARDING THE ISSUES**
4 **DISCUSSED BETWEEN BELLSOUTH AND SUPRA REGARDING**
5 **COLLOCATION?**

6

7 **A. Because the overall purpose of the 1996 Act is to open**
8 **telecommunications markets to competition, facilities, such as collocation,**
9 **are available as a result of the obligations imposed upon BellSouth under**
10 **Sections 251 and 252 and as a result of this Commission's orders in the**
11 **arbitration proceedings between BellSouth and certain Alternative Local**
12 **Exchange Carriers (ALECs). BellSouth has worked in good faith to fulfill**
13 **its obligations. BellSouth has provided 13 physical collocation**
14 **arrangements and 92 virtual collocation arrangements to ALECs in**
15 **Florida, all of them in a non-discriminatory fashion by following consistent**
16 **and well-established policies. Contrary to any assertion by Supra,**
17 **BellSouth's treatment of Supra's collocation requests has been**
18 **nondiscriminatory and consistent with all state and federal rules and**
19 **regulations.**

20

21 **BellSouth stands ready to provide all of the items in both its**
22 **interconnection and collocation agreements with Supra.**

23

24 **Q. WHAT HAS BELLSOUTH'S GENERAL EXPERIENCE BEEN**
25 **REGARDING THE IMPLEMENTATION OF ITS PHYSICAL**

1 COLLOCATION OFFERING?

2
3 A. While the majority of requests have gone smoothly, BellSouth has also
4 encountered real, and frankly, unexpected roadblocks. Among the
5 roadblocks BellSouth has encountered are: permit and inspection delays;
6 building code restrictions; customer errors/ modifications on applications
7 and firm orders which require rework; certified vendor errors and
8 shortages of equipment.

9
10 BellSouth has experienced provisioning delays as a result of permitting
11 and inspection intervals in certain local jurisdictions. BellSouth has also
12 encountered delays as a result of the need to resolve local building code
13 issues. For instance, in Florida municipalities where BellSouth has
14 received requests from Supra, BellSouth has experienced permitting
15 intervals that range from 15 days to in excess of 60 days. Moreover,
16 many municipalities require BellSouth and its contractors to clear
17 inspection gates at each stage of construction before the next stage can
18 begin. This includes the sometimes-difficult task of scheduling the
19 inspections with a limited pool of inspectors representing the
20 municipalities.

21
22 In regard to building codes, not only have some municipalities treated
23 collocation as a "multi-tenant" arrangement, thus requiring the
24 construction of fire rated enclosures, certain municipalities have withheld
25 certificates of occupancy until BellSouth complied with unrelated work

1 requests issued by the City/County. For one location, this included
2 replacing a sidewalk between the BellSouth central office building and the
3 public street before a certificate of occupancy would be issued for the
4 collocator's space. BellSouth has also experienced delays as a result of
5 ALEC failure to obtain the appropriate business licenses.

6
7 Q. HOW IS BELLSOUTH DEALING WITH THESE UNEXPECTED ISSUES?

8
9 A. As to the majority of these issues, BellSouth has attempted to refine its
10 processes to accommodate the issues that may arise as a result of
11 various government agencies' involvement. Further, BellSouth is
12 communicating with the ALECs so that they have a good understanding of
13 the issues faced in processing a collocation request.

14
15 Q. EXPLAIN BELLSOUTH'S INTERPRETATION OF THE FLORIDA PUBLIC
16 SERVICE COMMISSION'S THREE MONTH DEADLINE FOR
17 ESTABLISHMENT OF PHYSICAL COLLOCATIONS.

18
19 A. BellSouth believes it is operating within the parameters of the Florida
20 Public Service Commission's guidelines by negotiating time periods on a
21 per request basis. The Commission in Order No. PSC-98-0595-PCO-TP,
22 issued on April 27, 1998, stated that:

23
24 "As stated in the Order, the parties may reach an agreement as to
25 the time for a particular request. The purpose of the three month
26 time frame is to serve as a guideline of what we consider

1 reasonable. We find that our Order is clear as to our intent that the
2 parties to a request for collocation would attempt to resolve any
3 problems with that time frame on a case by case basis, and would
4 only come to us if they were unable to resolve their problems.”
5

6 With regard to the three month time frame for completing physical
7 collocation work by BellSouth, BellSouth individually negotiates the
8 specific interval for each collocation request based on a number of
9 factors. BellSouth, cannot, however guarantee a three month time period.
10 Several mitigating factors that are outside BellSouth’s control, such as
11 permitting interval, local building code interpretation and unique
12 construction requirements, affect the provision interval.
13

14 Q. WHAT TRIGGERS THE THREE MONTH INTERVAL FOR PHYSICAL
15 COLLOCATION WORK BY BELLSOUTH?
16

17 A. First, BellSouth interprets the trigger for the three month interval to begin
18 with the receipt by BellSouth of a complete and accurate Firm Order for
19 physical collocation submitted by the ALEC. This would mean that the
20 ALEC has completed the Application/Inquiry process, and that BellSouth
21 has received from the collocator a complete and accurate firm order
22 document (including fees), with all information needed to complete
23 construction design and equipment design work. In other words, the
24 trigger for the three month interval to begin should not be when an
25 Application/Inquiry is received, but when the collocator has actually made

1 the decision to collocate and provided the appropriate Firm Order
2 information (including fees) to BellSouth that will be needed by BellSouth
3 to move the project forward.

4
5 BellSouth interprets this three month interval to stop at the date on which
6 the building permit is applied for and resume when the building permit is
7 received. It is illegal for construction to begin prior to receiving a permit.
8 BellSouth follows the same permit application process for collocation
9 projects as for its own internal projects. There is no typical permit
10 processing time because every project is unique and each building permit
11 office has its own requirements. Thus, BellSouth believes the permitting
12 process should not be counted as part of the three month interval. The
13 time required to receive a permit is out of BellSouth's control and
14 therefore, should not be included in the three month interval. BellSouth's
15 experience is that the permitting process in Florida can take from five
16 days to five months. There have been, and will continue to be, particular
17 permitting problems in South Florida. Since Hurricane Andrew, the time
18 to receive an approved permit in South Florida has lengthened
19 considerably. Stricter building standards were instituted by municipalities,
20 largely because it is a generally held opinion that the damage done to
21 buildings during the hurricane was due to the lack of proper plan review
22 and building code enforcement.

23
24 BellSouth interprets the end of the three month interval to be triggered
25 when all construction work for the collocation space is completed,

1 BellSouth has received a Certificate of Occupancy, the BellSouth
2 infrastructure work is complete, and BellSouth has notified the collocator,
3 in writing, that the collocation space is available for equipment
4 installation. BellSouth negotiates these triggers with the ALECs. To date,
5 BellSouth has been successful in these negotiations. Supra, however,
6 would not accept an interval longer than three months.

7
8 **Issue 2: What factors should be considered in determining if there is**
9 **adequate space for Supra in the Golden Glades and West Palm**
10 **Beach Gardens central offices?**

11
12 Q. WOULD YOU EXPLAIN WHAT FACTORS ARE CONSIDERED WHEN
13 DETERMINING SPACE ALLOCATION FOR COLLOCATION?

14
15 A. To determine space allocation or availability for collocation in any of
16 BellSouth's central offices, several factors have to be assessed. These
17 factors are outlined in the FCC's First Report and Order, paragraph 604,
18 et al. These factors fall into the following categories:

- 19
20 1. Existing building configuration such as the building outline and
21 physical capacity of the structure.
22 2. Space usage and forecasted demand.

23
24 Other factors that also potentially impact space allocation or availability
25 for collocation include Code and regulatory factors at the national, state,

1 and local level such as the National Fire Protection Act, the Southern
2 Building Code, and local county and municipal codes. Space design
3 practices act as another set of codes specifying space allocation meets
4 the safety needs for employees, vendors, and customer service provided
5 by the building and its occupants.

6

7 Details of these factors are further discussed in the testimony of Mr. Jim
8 Bloomer.

9

10 **Issue 3A: Is there sufficient space to permit physical collocation in**
11 **the Golden Glades and West Palm Beach Gardens central offices? If**
12 **so, should Supra's request for physical collocation in the Golden**
13 **Glades and the West Palm Beach Gardens central offices be**
14 **granted?**

15

16 Q. HAVE YOU READ MR. BLOOMER'S TESTIMONY, AND DO YOU
17 AGREE WITH HIS ASSESSMENT OF SPACE ALLOCATION FOR THE
18 GOLDEN GLADES AND WEST PALM BEACH GARDENS CENTRAL
19 OFFICES?

20

21 A. I have read Mr. Bloomer's testimony and agree with his assessment that
22 no available space exists in either the Golden Glades or West Palm
23 Beach Gardens central offices for physical collocation. I have also
24 personally visited each of these offices.

25

1 Q. HAS BELLSOUTH PROVIDED ANY TELECOMMUNICATIONS CARRIER
2 WITH SPACE IN EITHER OF THESE CENTRAL OFFICES?

3
4 A. To date, aside from Supra, BellSouth Long Distance (BSLD) and one
5 other telecommunications carrier has requested a physical collocation
6 arrangement in the Golden Glades central office and those requests have
7 been denied. Aside from Supra, one telecommunications carrier has
8 requested physical collocation arrangements in the West Palm Beach
9 Gardens central office and that request has been denied.

10
11 **Issue 5: Pursuant to the Collocation Agreement, what**
12 **telecommunications equipment can and what telecommunications**
13 **equipment cannot be physically collocated by Supra in BellSouth's**
14 **central offices?**

15
16 Q. WHAT IS BELLSOUTH'S POSITION REGARDING THE PLACEMENT
17 OF EQUIPMENT IN COLLOCATION ARRANGEMENTS?

18
19 A. BellSouth offers physical collocation arrangements to telecommunications
20 service providers for the purpose of interconnection, as well as for the
21 purpose of the telecommunications carrier gaining access to BellSouth's
22 unbundled network elements. BellSouth will permit the placement of
23 equipment in the physical collocation arrangement where such equipment
24 is utilized for the purposes of providing telecommunication services
25 through interconnection or through access to unbundled network

1 elements. Where that equipment can also provide information services,
2 the telecommunications carrier may offer information services through the
3 same arrangement, so long as it is also offering telecommunications
4 services through the same arrangement. BellSouth is not required to
5 provide for collocation of equipment that can only provide enhanced
6 services or information services. In addition, BellSouth will not permit
7 collocation of equipment that will be used only to provide enhanced
8 services or information services. Further, BellSouth will not accept
9 collocation requests from entities that are not telecommunications
10 carriers.

11
12 BellSouth offers virtual collocation arrangements pursuant to the rates,
13 terms, and conditions set forth in BellSouth's FCC Tariff No. 1. BellSouth
14 has not been required to provide virtual collocation arrangements for the
15 placement of switching equipment.

16
17 **Q. WHAT TYPES OF EQUIPMENT HAS SUPRA REQUESTED BE PLACED**
18 **IN COLLOCATION SPACE OCCUPIED BY SUPRA AND WHY HAS**
19 **BELLSOUTH NOT APPROVED SUCH PLACEMENT?**

20
21 **A. Mr. David Thierry, in his testimony, discusses the requirements of the**
22 **collocation agreement with regard to the specific types of equipment that**
23 **may be placed in the collocation space. Supra's physical collocation**
24 **applications to BellSouth, as referenced in Exhibit WKM-4, specifically**
25 **requested that Supra be allowed to place Asynchronous Transfer Mode**

1 (ATM) nodes (Cisco Systems Model Number IGX-16-RM); Digital
2 switches (Lucent Technologies Model Number 5ESS); Digital Loop
3 Carrier equipment (Lucent Technologies Model Number SLC2000); and
4 Cisco Systems equipment Model Number AS5248-56K-CH (identified by
5 Supra as Remote Access Concentrators).

6
7 Q. IS BELLSOUTH'S TREATMENT OF SUPRA'S REQUEST CONSISTENT
8 WITH BELLSOUTH'S STATED POLICY?

9
10 A. Yes. BellSouth's position regarding Supra's equipment requests is
11 consistent with the BellSouth policy as set out in a letter to Mr. Ramos
12 from Marc Cathey (BellSouth) on July 14, 1998. This letter is attached to
13 my testimony as Exhibit WKM-1. On August 17, 1998, Supra wrote to
14 BellSouth requesting clarifications of several collocation issues. Supra's
15 letter is attached to my testimony as Exhibit WKM-2. BellSouth
16 responded to Supra's letter by way of letters from Nancy B. White,
17 attorney for BellSouth and Mary Jo Peed, attorney for BellSouth. Both
18 these letters are dated August 21, 1998, and are attached to my
19 testimony as Exhibits WKM-3 and WKM-4, respectively. These letters
20 provided additional clarification to Supra regarding BellSouth's positions
21 relative to collocation.

22
23 BellSouth's position is consistent with the relevant portions of the FCC's
24 First Report and Order. In the recently issued Memorandum Opinion and
25 Order and Notice of Proposed Rulemaking in CC Docket No. 98-147 et.

1 al., the FCC "tentatively concluded that we should decline to require
2 collocation of equipment used to provide enhanced services." FCC 98-
3 188 at paragraph 132. ATM nodes, digital switches, and digital loop
4 carrier equipment are all capable of providing telecommunications
5 services and information services through the same arrangement. The
6 remote access concentrator equipment is not. BellSouth administers its
7 policy regarding equipment placed by Interconnectors in physical
8 collocation arrangements in a non-discriminatory manner.

9
10 Q. WHAT IS BELLSOUTH'S POLICY REGARDING THE TYPES OF
11 EQUIPMENT A COLLOCATOR MAY HAVE INSTALLED IN A VIRTUAL
12 COLLOCATION ARRANGEMENT?

13
14 A. As I have previously mentioned in this testimony, BellSouth will offer
15 virtual collocation arrangements pursuant to the rates, terms, and
16 conditions set forth in BellSouth's FCC Tariff No. 1. As with physical
17 collocation arrangements, BellSouth has not been required to provide
18 virtual collocation arrangements for the placement of switching
19 equipment. BellSouth has no objections to the installation of certain types
20 of equipment such as Digital Subscriber Line Access Multiplexer
21 (DSLAM), for example, in collocation arrangements so long as such
22 equipment is used to provide telecommunications services. Specifically,
23 such equipment can be virtually collocated if it meets the following
24 conditions:

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- Any routing or switching capabilities of such equipment are not activated in virtual collocation arrangements.
- The ALEC certifies, in writing, that for each virtual collocation arrangement containing equipment, that the routing/switching capabilities will not be activated or utilized and that the equipment will be utilized solely for data multiplexing/concentration/transmission.
- BellSouth must be provided access to view software translations upon request. Should BellSouth determine that the ALEC is utilizing routing or switching capabilities from virtually collocated equipment, BellSouth will request the capability be deactivated immediately or the ALEC will forfeit its right to use the space.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.



BellSouth Interconnection Services 205 321-4908
9th Floor Fax 205 321-4334
608 North 10th Street Pager 1 800 948-4646 PIN 2795881
Birmingham, Alabama 35203 Internet
Marcus.B.Cashey@bridge.bellsouth.com

Marcus B. Cashey
Sales Assistant Vice President
CLEC Interconnection Sales

July 14, 1998

Olukayode A. Ramos
President and CEO
Supra Telecom & Information Systems, Inc.
2620 S.W. 27th Avenue
Miami, Florida 33133

Re: Equipment in Collocation Arrangements

Dear Kay:

The purpose of this letter is to respond to your letter to me dated July 1, 1998 and to clarify BellSouth's position regarding the placement of equipment in collocation arrangements. In the interest of moving the issues before our two companies forward, I will not focus on the obvious disagreement between BellSouth and Supra as to the substance of the conversations on June 8th or 9th, 1998 regarding the placement of equipment in Supra's collocation arrangements. Neither I, nor the other BellSouth representatives in attendance concur in your recollection of what was stated by you in that meeting. It remains my understanding from that meeting that Supra was planning to offer enhanced services from a location outside of the physical collocation arrangement on BellSouth premises.

BellSouth is very aware of the language of the section of the physical collocation arrangement agreement dealing with nature of use as well as the specific CFR regulation cited in your letter. These cites, as well as additional language found in the FCC's First Report and Order, issued August 8, 1996, support BellSouth's policies regarding collocation arrangements.

Clearly stated, BellSouth's policy is as follows:

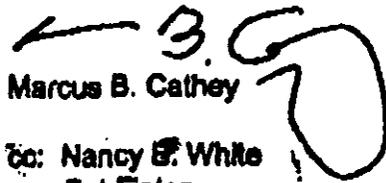
BellSouth offers physical collocation arrangements to telecommunications service providers for the purposes of interconnection as well as for the purposes of the telecommunications carrier gaining access to BellSouth's unbundled network elements. BellSouth will permit the placement of equipment in the physical collocation arrangement where such equipment is utilized for the purposes of providing telecommunication services through interconnection or through access to unbundled network elements. Where that equipment can also provide information services, the telecommunications carrier may offer information services through the same arrangement, so long as it is also offering telecommunications services through the same arrangement.

BellSouth is not required to provide for collocation of equipment that can only provide enhanced services or information services. In addition, BellSouth will not permit collocation of equipment that will be used only to provide enhanced services or information services. Further, BellSouth will not accept collocation requests from entities that are not telecommunications carriers.

BellSouth offers virtual collocation arrangements pursuant to the rates, terms and conditions set forth in BellSouth's FCC Tariff No. 1. BellSouth has not been required to provide virtual collocation arrangements for the placement of switching equipment.

I hope that the foregoing will resolve the collocation issues before us.

Sincerely,


Marcus B. Cathey

cc: Nancy B. White
Pat Finlen



Supra Telecom & Information Systems, Inc.

August 17, 1998

VIA FAX: (305) 577-4491

Nancy B. White, Esq.
and Mary Jo Peed, Esq.
c/o Ms. Nancy Sims
BellSouth Telecommunications, Inc.
150 South Monroe Street, Suite 400
Tallahassee, Florida 32301

Dear Nancy and Mary Jo:

I wish to address several matters that are pending between Supra Telecommunications & Information Systems, Inc., and BellSouth Telecommunications, Inc., that need to be resolved.

1. Regarding the issue of Supra's desire to physically collocate in the North Dade Golden Glades and the West Palm Beach Gardens' central offices, it is Supra's position that there is adequate space for Supra to physically collocate its Class 5 switches and other necessary equipment. I would like to set up a meeting to discuss the results of the walk-throughs and the revised central office maps and Supra's specific desires regarding space in each of these central offices.

In addition, when you and I met a few weeks ago, you stated you would obtain specific information regarding any problems with meeting the Florida Public Service Commission's three month deadline for each of Supra's applications for physical collocation. We need to have specific information regarding whether BellSouth intends to meet the deadline for each application or exactly why the deadline cannot be met for each application.

2. Regarding the issue of what equipment Supra intends to physically collocate in the 17 BellSouth central offices that Supra has applied for, it is Supra's intention to physically collocate equipment that will provide information services as well as basic telecommunications services. The "information services" equipment that Supra intends to physically collocate includes equipment that can provide anything traditionally considered "information services," as well as anything considered an "enhanced service," Internet services, etc. The specific equipment has been identified on the physical collocation applications that have already been approved by BellSouth. It is Supra's position that the Telecommunications Act and the FCC's

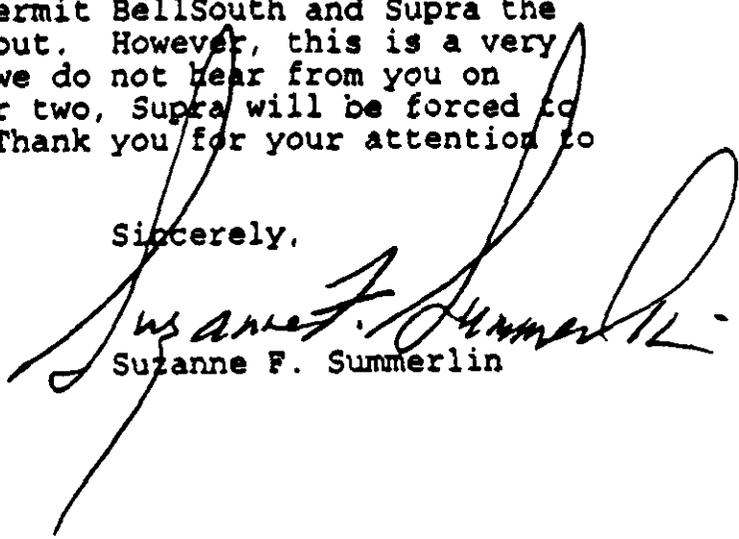
First Report and Order provide legal support for Supra's right to physically collocate this type of equipment in BellSouth's central offices. Supra would like an immediate clarification from BellSouth regarding whether BellSouth intends to object to any of Supra's equipment being physically collocated on the basis of any theory so that Supra may apply for a decision on this matter at the Florida Public Service Commission.

3. Regarding the issue of Supra's right to obtain combinations of unbundled network elements from BellSouth, it is Supra's position that Supra's interconnection agreement provides authority for Supra to obtain these combinations. The attached Section from Supra's interconnection agreement specifically provides Supra this right. To the extent BellSouth intends to rely on the fact that the version of the Interconnection Agreement filed by BellSouth with the Florida Public Service Commission does not include this particular section, Supra wishes to inform BellSouth that the draft agreement that Mr. Finlen provided Mr. Ramos and which Mr. Ramos signed immediately (according to Mr. Finlen's testimony), and that Mr. Finlen provided Supra by e-mail immediately prior to producing the final version for signing, included this provision. If there is a difference between the draft version agreed to and the version filed with the Commission (other than the removal of the Collocation and Resale Agreements which had been entered into separately and the insertion of Supra's name in appropriate spaces), Supra suggests that any such difference should not exist and BellSouth may wish to inquire internally as to how that might have happened.

Therefore, Supra would like to be informed immediately as to the prices for the combinations of unbundled network elements set out in Supra's Interconnection Agreement and the time frames in which they can be provided.

You will note that this letter is not being copied to the Commission Staff at this time to permit BellSouth and Supra the opportunity to work these matters out. However, this is a very narrow window of opportunity. If we do not hear from you on these issues within the next day or two, Supra will be forced to pursue relief at the Commission. Thank you for your attention to these matters.

Sincerely,


Suzanne F. Summerlin

SFS:ss

ACCESS TO UNBUNDLED NETWORK ELEMENTS

1. Introduction

- 1.1.1 BellSouth shall, upon request of Supra Telecommunications and Information Systems, Inc. , and to the extent technically feasible, provide to Supra Telecommunications and Information Systems, Inc. access to its unbundled network elements for the provision of Supra Telecommunications and Information Systems, Inc. 's telecommunications service.
- 1.1.2 Access to unbundled Network Elements provided pursuant to this Agreement may be connected to other Services and Elements provided by BellSouth or to any Services and Elements provided by CLEC itself or by any other vendor.
- 1.1.3 CLEC may purchase unbundled Network Elements for the purpose of combining Network Elements in any manner that is technically feasible, including recreating existing BellSouth services.
- 1.1.4 In all states of BellSouth's operation, when CLEC recombines unbundled Network Elements to create services identical to BellSouth's retail offerings, the prices charged to CLEC for the rebundled services shall be computed at BellSouth's retail price less the wholesale discount established by the Commission and offered under the same terms and conditions as BellSouth offers the service.
- 1.1.5 CLEC will be deemed to be "recombining elements to create services identical to BellSouth's retail offerings" when the service offered by CLEC contains the functions, features and attributes of a retail offering that is the subject of property filed and approved BellSouth tariff. Services offered by CLEC shall not be considered identical when CLEC utilizes its own switching or other substantive functionality or capability in combination with unbundled Network Elements in order to produce a service offering. For example, CLEC's provisioning of purely ancillary functions or capabilities, such as Operator Services, Caller ID, Call Waiting, etc., in combination with unbundled Network Elements shall not constitute a "substantive functionality or capability" for purposes of determining whether CLEC is providing "services identical to BellSouth's retail offering."

2. Unbundled Service Combinations (USC)

2.1.1 Where BellSouth offers to Supra Telecommunications and Information Systems, Inc. , either through a negotiated arrangement or as a result of an effective Commission order, a combination of network elements priced as individual unbundled network elements, the following product combination will be made available. All other requests for unbundled element combinations will be evaluated via the Bona Fide Request Process, as set forth in Attachment 9.

2.1.2 2-Wire Analog Loop with 2-Wire Analog Port - Residence

2.1.3 2-Wire Analog Loop with 2-Wire Analog Port - Business

2.1.4 2-Wire Analog Loop with 2-Wire Analog Port - PBX

2.1.5 2-Wire Analog Loop with 2-Wire DID or 4-Wire DID

2.1.6 BellSouth will conform to the technical references contained in this Attachment 2 to the extent these requirements are implemented by equipment vendors and consistent with the software generic releases purchased and installed by BellSouth.

3. Unbundled Loops

3.1.1 BellSouth agrees to offer access to unbundled loops pursuant to the following terms and conditions and at the rates set forth in Attachment 11.

3.2 Definition

3.2.1 The loop is the physical medium or functional path on which a subscriber's traffic is carried from the MDF, DSX, LGX or DCS in a central office or similar environment up to the termination at the NID at the customer's premise. Each unbundled loop will be provisioned with a NID.

3.2.2 The provisioning of service to a customer will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in co-located space. These cables and cross-connections are considered a separate element.

3.2.3 BST will offer voice loops in two different service levels - Service Level One (SL1) and Service Level Two (SL2). SL1 loops will be non-designed, will not have test points, and will not come with any Order Coordination (OC) or Engineering Information/circuit make-up data (EI). Since SL1 loops do not come standard with OC, these loops will be activated on the due date in the same manner and time frames that BST normally activates POTS-type loops for its customers.

NANCY B. WHITE
Assistant General Counsel - Florida

BellSouth Telecommunications, Inc.
150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(305) 347-5558

August 21, 1998

Via Facsimile and Federal Express

Suzanne Fannon Summerlin, Esq.
1311-B Paul Russell Rd., #201
Tallahassee, Florida 32301

RE: Docket No. 980800-TP (Collocation)

Dear Ms. Summerlin:

Pursuant to your letter of August 17, 1998, this is BellSouth's response to Issue 1 delineated therein. As I advised you, Mary Jo Peed will be responding to your Issues 2 and 3.

With regard to Issue 1, it remains BellSouth's position that there is inadequate space in the North Dade Golden Glades and West Palm Beach Gardens central offices for Supra to physically collocate. I will, however, be happy to meet with you further regarding this matter.

With regard to the three month time frame for completing physical collocation work by BellSouth, please be advised that BellSouth individually negotiates the specific interval for each collocation request based on a number of factors. BellSouth, cannot, however guarantee a three month time period. As we discussed, several mitigating factors that are outside BellSouth's control, such as permitting interval, local building code interpretation and unique construction requirements, affect the provision interval. BellSouth believes it is operating within the parameters of the Florida Commission's guidelines by negotiating time periods on a per request basis. Indeed, the Commission in Order No. PSC-98-0595-PCO-TP, issued on April 27, 1998, stated that:

"As stated in the Order, the parties may reach an agreement as to the time for a particular request. The purpose of the three month time frame is to serve as a guideline of what we consider reasonable. We find that our Order is clear as to our intent that the parties to a request for collocation would attempt to resolve any problems with that time frame on a case by case basis, and would only come to use if they were unable to resolve their problems." (p. 6).

A permit is required by each municipality involved for any construction work that modifies mechanical, electrical, architectural or safety factors. Specific permitting requirements and timelines vary from municipality to municipality. Each municipality, however, requires the submittal of a set of signed and sealed construction documents that have been prepared by a registered architect. Each municipality has their own interpretation of the building code requirements. For example, one municipality refused to issue a Certificate of Occupancy until BellSouth agreed to replace the high voltage fire alarm systems within the central office within two years. Another municipality refused to issue a Certificate of Occupancy until BellSouth agreed to replace a sidewalk at the central office.

In addition, all South Florida municipalities have indicated that physical collocation makes the central office a multi-tenant environment. There is a difference of opinion, however, between the municipalities on the method of treating the "tenant" space. Some municipalities require a minimum one-hour fire rated wall around the collocator enclosure and not the common area, while others require the rated wall around just the common area. The majority require enclosures around both the common area and the collocator enclosure. With rated walls, more complex mechanical and electrical systems must be constructed.

Attached hereto is a list of the offices involved in Supra's collocation request which contains a description of the permitting process for each locale, as well as the average length of time encountered in the permitting process by BellSouth.

For all these reasons, BellSouth cannot guarantee that collocation can be completed in a given central office within three months of a collocation application. If you have any further questions, please contact me.

Sincerely,

Nancy B. White

NBWM
Attachments

General Description of Permit Process

- 1) Boca Raton
- 2) Ft. Lauderdale (Cypress)
- 3) Ft. Lauderdale (Main)
- 4) Ft. Lauderdale (Plantation)
- 5) Hollywood
- 6) Hollywood (Pembroke Pine)
- 7) Hollywood (West)
- 8) Miami (Alhambra)
- 9) Miami (Biscayne)
- 10) Miami (Grande)
- 11) Miami (Hialeah)
- 12) Miami (Perrine)
- 13) Orlando (Magnolia)
- 14) Melbourne
- 15) West Palm Beach (Greenacres)

Boca Raton

Municipality: West Palm
Building Department: City of Boca Raton Building Department

Permitting Process

- Plans go to Department of Natural Resources Protection for Review
(Processing Time: Varies 2 to 3 days average)
- Once approved by the above:

Plans then go to the Building Department

Forms/signed and sealed plans are dropped off at front counter

Process/Permit number is assigned

Insurance, licenses of General Contractor are verified

Plans routed through

- Building
- Fire
- Zoning
- Landscaping
- Mechanical
- Electrical
- Plumbing

(Average Processing Time: 6 to 8 weeks)

- Once reviewed by each department, sent to front counter
- If there are comments, plans go back to Architectural and Engineering firms for corrections
- If no comments, plans are ready for permit
- Fill out and file with Clerk of the County Court "The Notice of Commencement"

Ft. Lauderdale (Cypress)

Municipality: City of Ft. Lauderdale
Building Department: City of Cypress Building Department

Permitting Process

- Plans are submitted to Broward County Health Department if no sewer connection.
(Processing Time: Varies 1 to 2 days average)
- Plans then go to Department of Natural Resources Protection for Review
(Processing Time: Varies 2 to 3 days average)
- Once approved by the above:

Plans then go to the Building Department
(All plans have to be submitted at the same time)

- Forms/signed and sealed plans are dropped off at front counter
- All plans are submitted at the same time. Mechanical, Electrical & Fire Alarm must submit applications at the same time as the architectural
- Must submit a copy of the contract with the owner
- Must provide copies of contracts between contractors and sub-contractors
- Process/Permit number is assigned
- Insurance, licenses of General Contractor are verified
- Plans routed through
 - Building
 - Fire
 - Zoning
 - Landscaping
 - Mechanical
 - Electrical
 - Plumbing

(Average Processing Time: 6 to 8 weeks)

Ft. Lauderdale (Cypress) cont'd

- Once reviewed by each department, sent to front counter
- If there are comments, plans go back to Architectural and Engineering firms for corrections
- If no comments, plans are ready for permit
- Fill out and file with Clerk of the County Court "The Notice of Commencement"

Ft. Lauderdale (Main)

Municipality: City of Ft. Lauderdale
Building Department: City of Ft. Lauderdale Building Dept.

Permitting Process

- Plans are submitted to Broward County Health Department if no sewer connection.
(Processing Time: Varies 1 to 2 days average)
- Plans then go to Department of Natural Resources Protection for Review
(Processing Time: Varies 2 to 3 days average)
- Once approved by the above:

Plans then go to the Building Department
(All plans have to be submitted at the same time)

- Forms/signed and sealed plans are dropped off at front counter
- All plans are submitted at the same time. Mechanical, Electrical & Fire Alarm must submit applications at the same time as the architectural
- Must submit a copy of the contract with the owner
- Must provide copies of contracts between contractors and sub-contractors
- Process/Permit number is assigned
- Insurance, licenses of General Contractor are verified
- Plans routed through
 - Building
 - Fire
 - Zoning
 - Landscaping
 - Mechanical
 - Electrical
 - Plumbing

(Average Processing Time: 6 to 8 weeks)

Ft. Lauderdale (Main) cont'd

- Once reviewed by each department, sent to front counter
- If there are comments, plans go back to Architectural and Engineering firms for corrections
- If no comments, plans are ready for permit
- Fill out and file with Clerk of the County Court "The Notice of Commencement"

Ft. Lauderdale (Plantation)

Municipality: City of Ft. Lauderdale
Building Department: City of Plantation Building Department

Permitting Process

- Plans are submitted to Broward County Health Department if no sewer connection.
(Processing Time: Varies 1 to 2 days average)
- Plans then go to Department of Natural Resources Protection for Review
(Processing Time: Varies 2 to 3 days average)
- Once approved by the above:

Plans then go to the Building Department
(All plans have to be submitted at the same time)

- Forms/signed and sealed plans are dropped off at front counter
- All plans are submitted at the same time. Mechanical, Electrical & Fire Alarm must submit applications at the same time as the architectural
- Must submit a copy of the contract with the owner
- Must provide copies of contracts between contractors and sub-contractors
- Process/Permit number is assigned
- Insurance, licenses of General Contractor are verified
- Plans routed through
 - Building
 - Fire
 - Zoning
 - Landscaping
 - Mechanical
 - Electrical
 - Plumbing

(Average Processing Time: 6 to 8 weeks)

Ft. Lauderdale (Plantation) cont'd

- Once reviewed by each department, sent to front counter
- If there are comments, plans go back to Architectural and Engineering firms for corrections
- If no comments, plans are ready for permit
- Fill out and file with Clerk of the County Court "The Notice of Commencement"

Hollywood

Municipality: City of Hollywood
Building Department: City of Hollywood Building Department

Permitting Process

- Plans are submitted to Broward County Health Department if no sewer connection.
(Processing Time: Varies 1 to 2 days average)
- Plans then go to Department of Natural Resources Protection for Review
(Processing Time: Varies 2 to 3 days average)
- Once approved by the above:

Plans then go to the Building Department

Forms/signed and sealed plans are dropped off at front counter
Process/Permit number is assigned
Insurance, licenses of General Contractor are verified
Plans routed through

Building
Fire
Zoning
Landscaping
Mechanical
Electrical
Plumbing

(Average Processing Time: 6 to 8 weeks)

- Once reviewed by each department, sent to front counter
- If there are comments, plans go back to Architectural and Engineering firms for corrections
- If no comments, plans are ready for permit
- Fill out and file with Clerk of the County Court "The Notice of Commencement"

Hollywood (Pembroke Pines)

Municipality: City of Hollywood
Building Department: City of Pembroke Pines Building Dept.

Permitting Process

- Plans are submitted to Broward County Health Department if no sewer connection.
(Processing Time: Varies 1 to 2 days average)
- Plans then go to Department of Natural Resources Protection for Review
(Processing Time: Varies 2 to 3 days average)
- Once approved by the above:

Plans then go to the Building Department

Forms/signed and sealed plans are dropped off at front counter

Process/Permit number is assigned

Insurance, licenses of General Contractor are verified

Plans routed through

- Building
- Fire
- Zoning
- Landscaping
- Mechanical
- Electrical
- Plumbing

(Average Processing Time: 4 to 6 weeks)

- Once reviewed by each department, sent to front counter
- If there are comments, plans go back to Architectural and Engineering firms for corrections
- If no comments, plans are ready for permit
- Fill out and file with Clerk of the County Court "The Notice of Commencement"

Hollywood (West)

Municipality: City of Hollywood
Building Department: City of Hollywood Building Department

Permitting Process

- Plans are submitted to Broward County Health Department if no sewer connection.
(Processing Time: Varies 1 to 2 days average)
- Plans then go to Department of Natural Resources Protection for Review
(Processing Time: Varies 2 to 3 days average)
- Once approved by the above:

Plans then go to the Building Department

Forms/signed and sealed plans are dropped off at front counter

Process/Permit number is assigned

Insurance, licenses of General Contractor are verified

Plans routed through

- Building
- Fire
- Zoning
- Landscaping
- Mechanical
- Electrical
- Plumbing

(Average Processing Time: 6 to 8 weeks)

- Once reviewed by each department, sent to front counter
- If there are comments, plans go back to Architectural and Engineering firms for corrections
- If no comments, plans are ready for permit
- Fill out and file with Clerk of the County Court "The Notice of Commencement"

Miami (Alhambra)

Municipality: City of Coral Gables
Building Department: City of Coral Gables Building Dept.

Permitting Process

- Plans are submitted to the Department of Environmental Resources Management for review
(Process Time: Varies 2 to 3 days average)
- Once approved by the above:

Plans then go to the Building Department

Forms/signed and sealed plans are dropped off at front counter

Process/Permit number is assigned

Insurance, licenses of General Contractor are verified

Plans routed through

- Building
- Fire
- Zoning
- Landscaping
- Mechanical
- Electrical
- Plumbing

(Average Processing Time: 3 to 4 weeks)

- Once reviewed by each department, sent to front counter
- If there are comments, plans go back to Architectural and Engineering firms for corrections
- If no comments, plans are ready for permit
- Fill out and file with Clerk of the County Court "The Notice of Commencement"

Miami (Biscayne)

Municipality: City of Coral Gables
Building Department: City of Coral Gables Building Dept.

Permitting Process

- Plans are submitted to the Department of Environmental Resources Management for review
(Process Time: Varies 2 to 3 days average)
- Once approved by the above:

Plans then go to the Building Department

Forms/signed and sealed plans are dropped off at front counter

Process/Permit number is assigned

Insurance, licenses of General Contractor are verified

Plans routed through

- Building
- Fire
- Zoning
- Landscaping
- Mechanical
- Electrical
- Plumbing

(Average Processing Time: 3 to 4 weeks)

- Once reviewed by each department, sent to front counter
- If there are comments, plans go back to Architectural and Engineering firms for corrections
- If no comments, plans are ready for permit
- Fill out and file with Clerk of the County Court "The Notice of Commencement"

Miami (Grande)

Municipality: City of Miami
Building Department: City of Miami Building Department

Permitting Process

- Plans are submitted to the Department of Environmental Resources Management for review
(Process Time: Varies 2 to 3 days average)
- Once approved by the above:

Plans then go to the Building Department

Forms/signed and sealed plans are dropped off at front counter

Process/Permit number is assigned

Insurance, licenses of General Contractor are verified

Plans routed through

- Building
- Fire
- Zoning
- Landscaping
- Mechanical
- Electrical
- Plumbing

(Average Processing Time: 3 to 4 weeks)

- Once reviewed by each department, sent to front counter
- If there are comments, plans go back to Architectural and Engineering firms for corrections
- If no comments, plans are ready for permit
- Fill out and file with Clerk of the County Court "The Notice of Commencement"

Miami (Hialeah)

Municipality: City of Hialeah
Building Department: City of Hialeah Building Department

Permitting Process

- Plans are submitted to the Department of Environmental Resources Management for review
(Process Time: Varies 2 to 3 days average)
- Once approved by the above:

Plans then go to the Building Department

Forms/signed and sealed plans are dropped off at front counter
Process/Permit number is assigned

Insurance, licenses of General Contractor are verified

Plans routed through

- Building
- Fire
- Zoning
- Landscaping
- Mechanical
- Electrical
- Plumbing

(Average Processing Time: 5 to 7 weeks)

- Once reviewed by each department, sent to front counter
- If there are comments, plans go back to Architectural and Engineering firms for corrections
- If no comments, plans are ready for permit
- Fill out and file with Clerk of the County Court "The Notice of Commencement"

Miami (Perrine)

Municipality: Dade County
Building Department: City of Perrine Building Department

Permitting Process

- Plans are submitted to the Department of Environmental Resources Management for review
(Process Time: Varies 2 to 3 days average)
- Once approved by the above:

Plans then go to the Building Department

Forms/signed and sealed plans are dropped off at front counter

Process/Permit number is assigned

Insurance, licenses of General Contractor are verified

Plans routed through

- Building
- Fire
- Zoning
- Landscaping
- Mechanical
- Electrical
- Plumbing

(Average Processing Time: 6 to 8 weeks)

- Once reviewed by each department, sent to front counter
- If there are comments, plans go back to Architectural and Engineering firms for corrections
- If no comments, plans are ready for permit
- Fill out and file with Clerk of the County Court "The Notice of Commencement"

Orlando (Magnolia)

Municipality: City of Orlando
Building Department: City of Orlando Building Department

Permitting Process

- Plans go to the Building Department

Forms/signed and sealed plans are checked in off at front counter

Process/Permit number is assigned

Insurance, licenses of General Contractor are verified

Plans routed through

- Building
- Fire
- Zoning
- Landscaping
- Mechanical
- Electrical
- Plumbing

(Average Processing Time: 6 to 8 weeks)

- Once reviewed by each department, sent to front counter
- If there are comments, plans go back to Architectural and Engineering firms for corrections
- If no comments, plans are ready for permit
- Fill out and file with Clerk of the County Court "The Notice of Commencement". Owner or a representative of the owner has to sign this form. Has to be posted at the job site.

Orlando (Melbourne)

Municipality: Brevard
Building Department: City of Melbourne Building Department

Permitting Process

- Plans go to the Building Department

Forms/signed and sealed plans are dropped off at front counter

Process/Permit number is assigned

Insurance, licenses of General Contractor are verified

Plans routed through

- Building
- Fire
- Zoning
- Landscaping
- Mechanical
- Electrical
- Plumbing

(Average Processing Time: 5 to 7 weeks)

- Once reviewed by each department, sent to front counter
- If there are comments, plans go back to Architectural and Engineering firms for corrections
- If no comments, plans are ready for permit
- Fill out and file with Clerk of the County Court "The Notice of Commencement"

West Palm Beach

Municipality: West Palm
Building Department: City of West Palm Beach Building Dept.

Permitting Process

- Plans go to the Building Department

Forms/signed and sealed plans are dropped off at front counter

Process/Permit number is assigned

Insurance, licenses of General Contractor are verified

Plans routed through

- Building
- Fire
- Zoning
- Landscaping
- Mechanical
- Electrical
- Plumbing

(Average Processing Time: 4 weeks, generally)

- Once reviewed by each department, sent to front counter
- If there are comments, plans go back to Architectural and Engineering firms for corrections
- If no comments, plans are ready for permit
- Fill out and file with Clerk of the County Court "The Notice of Commencement"

Forms Needed for Permitting Process

DNRP Forms Needed

Land Use Permit - Development review procedure
Statement of Responsibility regarding Asbestos
Land User and Permit - Information for Approval
Application for approval of construction plans
Industrial review application

Health Department

Health Department permit application

Mary Jo Peed
General Attorney

BellSouth Telecommunications, Inc.
Legal Department - Suite 4300
675 West Peachtree Street
Atlanta, Georgia 30375-0001
Telephone: 404-335-0705
Facsimile: 404-525-5360

August 21, 1998

Via Facsimile

Suzanne Fannon Summerlin, Esq.
1311-B Paul Russell Road, #201
Tallahassee, Florida 32301

Re: Your letter of August 17, 1998

Dear Ms. Summerlin:

Pursuant to your letter of August 17, 1998, this is BellSouth's response to Issues 2 and 3 delineated therein. As I stated in my voice mail earlier this week, Nancy White will be responding to your Issue 1 under separate cover.

With regard to Issue 2 and the type of equipment that may be placed in physical collocation space occupied by Supra, you and I had a detailed conversation regarding this matter at the end of July. Contrary to your assertion, BellSouth has never approved the placement of the equipment listed in Supra's applications for physical collocation space.

Supra's physical collocation applications request that Supra be allowed to place ATM nodes (Cisco Systems Model No. IGX-16-RM); Digital switches (Lucent Tech Model No. 5ESS); Digital Loop Carrier equipment (Lucent Tech Model No. SLC2000); and Cisco Systems equipment Model No. AS5248-56K-CH (identified by Supra as Remote Access Concentrators). Section III(A) of Supra's Collocation Agreement, executed by Mr. Ramos on July 21, 1998, states that "BellSouth shall permit Interconnector to place, maintain, and operate in the Collocation Space any equipment that Interconnector is authorized by BellSouth and by Federal or State regulators to place, maintain and operate in collocation space and that is used by Interconnector to provide services which Interconnector has the legal authority to provide." In an effort to be perfectly clear and to finally put this issue to rest, **BellSouth does not authorize the placement of the remote access concentrators in the physical collocation space occupied by Supra. BellSouth does, however, authorize the placement of the ATM nodes, the digital switches, and the digital loop carrier equipment identified by the model**

numbers in Supra's applications in the physical collocation space occupied by Supra.

BellSouth's position regarding Supra's equipment requests is consistent with the BellSouth policy sent to Mr. Ramos from Marc Cathey on July 14, 1998 and is consistent with our discussions at the end of July and the portions of the FCC's First Report and Order that I cited in those discussions.¹ ATM nodes, digital switches and digital loop carrier equipment are all capable of providing telecommunications services and information services through the same arrangement. The remote access concentrator equipment is not. BellSouth administers its policy regarding equipment placed by Interconnectors in physical collocation arrangements in a non-discriminatory manner.

With regard to Issue 3, I have researched the issue of the language regarding network element combinations cited in Mr. David Nilson's letter to Marc Cathey dated August 3, 1998. That language was not contained in the interconnection agreement executed by BellSouth and Mr. Ramos and filed with the Florida Public Service Commission. The language was contained in the e-mailed agreement sent to Mr. Ramos by Pat Finlen. Mr. Finlen did not know of the inconsistencies between the two documents when he prepared the final version of the agreement to be executed and did not become aware of the inconsistency until Mr. Nilson's letter of August 3rd. I am enclosing an amendment to the filed agreement to be executed by Mr. Ramos so that the language may be incorporated within the filed and approved document. On behalf of BellSouth, I apologize to Supra for this error.

As to the intent of the language of sections 2.1.1 through 2.1.6, this language does not give Supra authority to obtain these combinations. The language of section 2.1.1 is conditional upon two discreet events, neither of which have occurred. As you know section 2.1.1 states the following:

Where BellSouth offers to Supra Telecommunications and Information Systems, Inc., either through a negotiated arrangement or as a result of an effective Commission order, a combination of Network elements priced as individual unbundled network elements, The following product combination will be made available. All other requests for unbundled element combinations will be evaluated via the Bona Fide Request Process, as set forth in Attachment 9.

(Emphasis added). This language is consistent with BellSouth's position in regards to providing combinations of network elements to new entrants. At present, there is no effective Commission order that requires BellSouth to offer to Supra a combination of

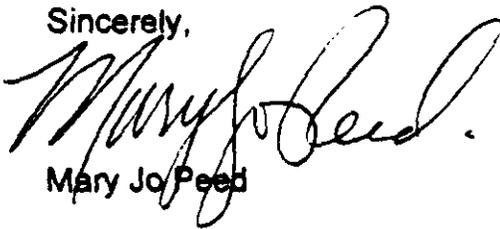
¹ In the recently issued Memorandum Opinion and Order and Notice of Proposed Rulemaking in CC Docket No. 98-147 et. al., the FCC "tentatively concluded that we should decline to require collocation of equipment used to provide enhanced services." FCC 98-188 at para. 132.

network elements. BellSouth is willing, however, to negotiate with Supra and, if negotiations are successful, to provide such combinations for the price of the network elements and a negotiated professional service fee, commonly referred to as "a glue charge." If Mr. Ramos is interested in negotiating such an arrangement, Mr. Finlen would be happy to discuss this with him. In any event, the language of sections 1.3, 1.4 and 1.5 of Attachment 2 that sets forth the price of combinations of network elements where Supra does the combining and duplicates a service identical to a BellSouth retail offering will continue to apply. In those circumstances the price paid by Supra would be the retail price of the duplicated service less the wholesale discount.

Lastly, at the end of July, I sent to you, at your request, both electronically and through hand delivery, the documents necessary for Supra to adopt the MCImetro agreement. I have never received any further communication from you regarding this matter. Could you please let me know what Supra intends to do regarding the adoption of another agreement?

If you have further questions or would like to discuss the matters contained within this correspondence, please feel free to call me.

Sincerely,



Mary Jo Peed

Cc: Nancy White
Pat Finlen

Attachment

AMENDMENT

TO

INTERCONNECTION AGREEMENT BETWEEN
SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC.
BELLSOUTH TELECOMMUNICATIONS, INC. DATED OCTOBER 23, 1997

Pursuant to this Agreement (the "Agreement"), Supra Telecommunications and Information Systems, Inc. ("Supra") 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 23, 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, Supra and BellSouth hereby covenant and agree as follows:

1. Attachment 2 shall be amended to include a new section 2 entitled Unbundled Service Combinations (USC). The section shall read as follows:

2. Unbundled Service Combinations (USC)

2.1.1 Where BellSouth offers to Supra Telecommunications and Information Systems, Inc., either through a negotiated arrangement or as a result of an effective Commission order, a combination of network elements priced as individual unbundled network elements, the following product combination will be made available. All other requests for unbundled element combinations will be evaluated via the Bona Fide Request Process, as set forth in Attachment 9.

2.1.2 2-Wire Analog Loop with 2-Wire Analog Port - Residence

2.1.3 2-Wire Analog Loop with 2-Wire Analog Port - Business

2.1.4 2-Wire Analog Loop with 2-Wire Analog Port - PBX

2.1.5 2-Wire Analog Loop with 2-Wire DID or 4-Wire DID

2.1.6 BellSouth will confirm to the technical references contained in this Attachment 2 to the extent these requirements are implemented by equipment vendors and consistent with the software generic releases purchased and installed by BellSouth.

2. The Parties agree that all of the other provisions of the Interconnection Agreement, dated October 23, 1997, shall remain in full force and effect.

3. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Florida 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.

SUPRA TELECOMMUNICATIONS
and INFORMATION SYSTEMS, INC.

By: _____

DATE: _____

BELLSOUTH TELECOMMUNICATIONS,
INC.

By: _____

DATE: _____