

MEMORANDUM

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February 8, 1999

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RECORDS AND
REPORTING

TO: DIVISION OF RECORDS AND REPORTING

FROM: DIVISION OF LEGAL SERVICES (MILLER) *Jam NLS*

RE: DOCKET NO. 981774-TP - REQUEST BY BELLSOUTH
TELECOMMUNICATIONS, INC. FOR APPROVAL OF AMENDMENT TO
RESALE AGREEMENT WITH NAVIGATOR TELECOMMUNICATIONS, LLC.

0235-FOF

Attached is an ORDER APPROVING AMENDMENT TO EXISTING RESALE AGREEMENT, with attachments, to be issued in the above-referenced docket. (Number of pages in order - 5)

JAM/anr
Attachment
cc: Division of Communications
I: 981774.jam

see 2

ATTACHMENT(S) NOT ON-LINE

2-mailed CAR

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request by BellSouth
Telecommunications, Inc. for
approval of amendment to resale
agreement with Navigator
Telecommunications, LLC.

DOCKET NO. 981774-TP
ORDER NO. PSC-99-0235-FOF-TP
ISSUED: February 9, 1999

The following Commissioners participated in the disposition of
this matter:

JOE GARCIA, Chairman
J. TERRY DEASON
SUSAN F. CLARK
JULIA L. JOHNSON
E. LEON JACOBS, JR.

ORDER APPROVING AMENDMENT TO EXISTING
RESALE AGREEMENT

BY THE COMMISSION:

On November 30, 1998, BellSouth Telecommunications, Inc. (BellSouth) and Navigator Telecommunications, LLC (Navigator) filed a request for approval of an amendment to their existing resale agreement pursuant to 47 U.S.C. §252(e) of the Telecommunications Act of 1996. The amendment to the existing 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.

The existing agreement governs the relationship between the companies regarding the resale of tariffed telecommunication services pursuant to 47 U.S.C. § 251. Upon review of the proposed

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amendment to the existing agreement, we believe that it complies with the Telecommunications Act of 1996; thus, we hereby approve it. BellSouth and Navigator are also required to file any subsequent supplements or modifications to their agreement with the Commission for review under the provisions of 47 U.S.C. § 252(e).

We note that Navigator does not currently hold a Florida certificate to provide alternative local exchange telecommunications service, and therefore, it cannot provide alternative local exchange telecommunications services under this agreement until it obtains a certificate from this Commission.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the amendment to the existing resale agreement between BellSouth Telecommunications, Inc. and Navigator Telecommunications, LLC, 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 Navigator Telecommunications, LLC shall not provide alternative local exchange telecommunications services under this agreement until it obtains a certificate to provide alternative local exchange telecommunications services from this Commission. It is further

ORDERED that this Docket shall be closed.

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By ORDER of the Florida Public Service Commission, this 9th
day of February, 1999.

BLANCA S. BAYÓ, Director
Division of Records and Reporting

By: Kay Flynn
Kay Flynn, Chief
Bureau of Records

(S E A L)

JAM

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).

AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND NAVIGATOR TELECOMMUNICATIONS, LLC
DATED JUNE 12, 1998

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth or Company") and Navigator Telecommunications, LLC. ("Navigator") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated June 12, 1998 ("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, the Parties hereby covenant and agree as follows:

1. The parties hereby agree that Section 15.2.2 of Attachment 2 of the Interconnection Agreement is amended by adding the following sentence to the end of Section 15.2.2:

Navigator shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

2. The Parties hereby agree that SECTION 4 of Attachment 3 of the Interconnection Agreement is amended by adding the following sentence to the end of SECTION 4:

Trunk installation charges, both non-recurring and recurring, assessed by either party, as well as all terms and conditions, associated with interconnecting trunk groups between BellSouth and Navigator shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.

3. The Parties hereby agree that the section titled "Local Interconnection (Call Transport and Termination)" of all exhibits of ATTACHMENT 11 (rate table) of the Interconnection Agreement is amended by deleting the line labeled:

Common Transport Trunk Installation, per trunk, NRC	BST Tariff Rates
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and inserting in its place a line to read:

All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and Navigator shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff	BST State Access Tariff Rates
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4. The parties hereby agree that Section 3.3 of Attachment 6 of the Interconnection Agreement is deleted in its entirety and a new Section 3.3, following, is inserted in its place to reflect the new language in SECTION 3.3 of the Interconnection Agreement.

3.3 Use of Facilities. When a customer of Navigator elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to Navigator by BellSouth for retail or resale service, unbundled loop and/or unbundled port for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility.

3.3.1 Upon receipt of a service order, BellSouth will do the following:

3.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current interval guidelines.

3.3.1.2 Reuse the serving facility for the retail, resale service, or unbundled network element at the same location.

3.3.1.3 Notify Navigator subsequent to the disconnect order being completed.

5. The Parties agree that all of the other provisions of the Interconnection Agreement, dated June 12, 1998, shall remain in full force and effect.
6. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate 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.

BELLSOUTH TELECOMMUNICATIONS,
INC.

By: 

Jerry D. Hendrix - Director

DATE: 10/15/98

NAVIGATOR TELECOMMUNICATIONS,
LLC.

By: 

Louis F. McAlister, President/CEO

DATE: 11/2/98