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BellSouth Telecommunications, Inc. 850 224-7788  
Suite 400 Fax 850 224-8073  
150 South Monroe Street  
Tallahassee, Florida 32301-1598  
March 1, 1999

Marshall M. Criss, III  
Regulatory Vice President

RECORDS AND  
REPORTING

990037-TP

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

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and e.spire Communications, Inc. formerly known as American Communications Services, Inc. (ACSI) pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and e.spire Communications, Inc. formerly known as American Communications Services, Inc. (ACSI) are submitting to the Florida Public Service Commission an amendment to their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to e.spire Communications, Inc. formerly known as American Communications Services, Inc. (ACSI). The Commission approved the initial agreement between the companies in Order No. PSC-96-1509-FOF-TP issued December 12, 1996 in Docket 960969-TP.

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

Very truly yours,

*Marshall M. Criss III*

Regulatory Vice President

(24)

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*Len*  
FPSC BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

02631 MAR -1 8

FPSC-RECORDS/REPORTING

### THIRD AMENDMENT

#### TO INTERCONNECTION AGREEMENT BETWEEN AMERICAN COMMUNICATIONS SERVICES, INC. AND BELLSOUTH TELECOMMUNICATIONS, INC. DATED JULY 25, 1996

Pursuant to this Agreement ("the Amendment"), e.spire Communications, Inc. ("e.spire"), formerly known as American Communications Services, Inc. and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties", hereby amend that certain Interconnection Agreement between the Parties dated July 25, 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, e.spire and BellSouth hereby covenant and agree as follows:

1. Trunking Options. Each of the following trunking arrangements shall be available at e.spire's option, unless BellSouth demonstrates, consistent with objectively verifiable engineering standards, that such arrangement is not technically feasible. In Florida and Georgia when e.spire utilizes multiple tandem access, transport and termination of local traffic carried over that trunking arrangements will be billed by BellSouth at the rates established Exhibit A of this amendment, subject to the provisions of Section XVII of the Agreement. e.spire will not bill BellSouth at these rates but will continue to bill BellSouth for the transport and termination of local traffic at what it believes is the appropriate rate for local interconnection, subject to the provisions of Section XVII of the Agreement. BellSouth, by this Amendment, in no way recognizes the validity of rates currently billed by e.spire for the transport and termination of local traffic.

1.1 Two-Way Trunks. This trunk group shall combine BellSouth's terminating traffic to e.spire and e.spire's terminating traffic to BellSouth onto one trunk group. This arrangement is a substitute for e.spire's one-way trunk group to BellSouth and BellSouth's one-way trunk group to e.spire for terminating traffic. e.spire may order this trunk group to any switch in the BellSouth network, including end office switches.

1.2 Super Group. This trunk group shall combine the trunk group(s) terminating BellSouth's traffic to e.spire and e.spire's terminating traffic to BellSouth, together with the two-way trunk group that allows BellSouth to provide an intermediary switching functionality, whereby ALECs can route calls from the network of other ALECs, IXC's, ITC's, Wireless Carriers, etc., on a single two-way trunk group. e.spire may order this trunk group to any switch in the BellSouth network which has recording capability.


1.3 Multiple Tandem Access. This arrangement shall provide for ordering interconnection to a single access tandem or, at a minimum, less than all access tandems, within the LATA for e.spire's terminating traffic, BellSouth's terminating traffic, and transit traffic to and from other ALECs, IXCs, ITCs, Wireless Carriers, etc. This arrangement can be ordered in any of the aforementioned configurations (i.e., one-way trunks, two-way trunks, and/or super group).

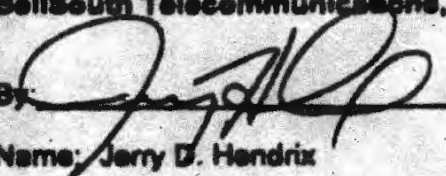
1.4 Local Tandem Interconnection. This interconnection to the local tandem will be provisioned as two one way trunk groups or as a two way trunk group, at e.spire's option. This interconnection is for e.spire's terminating local traffic to BellSouth and offices within the local calling area served by this local tandem, and likewise BellSouth will terminate local traffic from these end offices to e.spire.

2. The Parties agree that all of the other provisions of the Agreement, dated July 25, 1988, shall remain in full force and effect including any amendments thereto until such as the arbitration proceeding currently underway are completed.

3. The Parties further agree that either or both of the Parties are authorized to submit this Amendment to the appropriate state public service commission or other regulatory body having jurisdiction over the 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.

e.spire Communications, Inc.  
By:   
Name: Riley M. Murphy  
Executive Vice President /  
Secretary  
Title: \_\_\_\_\_  
Date: 2/2/99

BellSouth Telecommunications, Inc.  
By:   
Name: Jerry D. Hendrix  
Title: Director-Interconnection  
Services/Pricing  
Date: 2/2/99

Florida

<b>UNBUNDLED INTEROFFICE TRANSPORT</b>	
<b>Common (Shared) Transport</b>	
Common (Shared) Transport per mile per mou	\$0.000012
Common (Shared) Transport Facilities Termination per mou	\$0.0005
<b>Interoffice Transport - Dedicated - VG</b>	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	NA
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect--Add'l	NA
<b>Interoffice Transport - Dedicated - DS0 - 56/64 KBPS</b>	
Interoffice Transport - Dedicated - DS0 - per mile per month	NA
Interoffice Transport - Dedicated - DS0 - facilities termination per month	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect--Add'l	NA
<b>Interoffice Transport - Dedicated - DS1</b>	
Interoffice Transport - Dedicated - DS1 - per mile per month	\$ .6013
Interoffice Transport - Dedicated - DS1 - facilities termination per month	\$99.79
NRC - 1 <sup>st</sup>	\$45.91
NRC - Add'l	\$44.18
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect--Add'l	NA
<b>Interoffice Transport - Dedicated - DS3</b>	
Interoffice Transport - Dedicated - DS3 - per mile per month	NA
Interoffice Transport - Dedicated - DS3 - facilities termination per month	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect--Add'l	NA
<b>Unbundled Exchange Access IOG</b>	
0-8 Miles, Fixed per month	NA
Per mile per month	NA

Exhibit A  
State-FL

NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
9-25 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
Over 25 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>Local Channel - Dedicated</b>	
Local Channel - Dedicated - 2-Wire VG	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - 4-Wire VG	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS1	\$44.35
NRC - 1 <sup>st</sup>	\$246.50
NRC - Add'l	\$230.49
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS3	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order- 1 <sup>st</sup>	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect - 1 <sup>st</sup>	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect - Add'l	NA
<b>LOCAL INTERCONNECTION - (CALL TRANSPORT AND TERMINATION)</b>	
End Office Switching, per mou	\$ .002
Tandem Switching, per mou	\$ .00029
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/ common and dedicated

**Exhibit A  
State-FL**

	transport apply as appropriate.
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	BST State Access Tariff Rates
Tandem Switch + Transport	\$ .00125
Combined Tandem Switch Interconnection	\$ .00325
Multi-tandem interconnection	NA

Georgia

<b>UNBUNDLED INTEROFFICE TRANSPORT</b>	
<b>Common (Shared) Transport</b>	
Common (Shared) Transport per mile per mou	\$ 000008
Common (Shared) Transport Facilities Termination per mou	\$ 0004152
<b>Interoffice Transport - Dedicated - VG</b>	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	\$ 0222
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	\$17.07
NRC - 1 <sup>st</sup>	\$79.61
NRC - Add'l	\$38.08
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - 1st	\$18.94
NRC - Incremental Charge - Manual Svc Order - Add'l	\$18.94
NRC - Incremental Charge - Manual Svc Order-Disconnect-1st	NA
NRC - Incremental Charge - Manual Svc Order-Disconnect-Add'l	NA
<b>Interoffice Transport - Dedicated - DS0 - 56/64 KBPS</b>	
Interoffice Transport - Dedicated - DS0 - per mile per month	\$ 0222
Interoffice Transport - Dedicated - DS0 - facilities termination per month	\$16.45
NRC - 1st	\$79.61
NRC - Add'l	\$38.08
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - 1st	\$18.94
NRC - Incremental Charge - Manual Svc Order - Add'l	\$18.94
NRC - Incremental Charge - Manual Svc Order-Disconnect-1st	NA
NRC - Incremental Charge - Manual Svc Order-Disconnect-Add'l	NA
<b>Interoffice Transport - Dedicated - DS1</b>	
Interoffice Transport - Dedicated - DS1 - per mile per month	\$ 4523
Interoffice Transport - Dedicated - DS1 - facilities termination per month	\$78.47
NRC - 1st	\$147.07
NRC - Add'l	\$111.75
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - 1st	\$18.94
NRC - Incremental Charge - Manual Svc Order - Add'l	\$18.94
NRC - Incremental Charge - Manual Svc Order-Disconnect-1st	NA
NRC - Incremental Charge - Manual Svc Order-Disconnect-Add'l	NA
<b>Interoffice Transport - Dedicated - DS3</b>	
Interoffice Transport - Dedicated - DS3 - per mile per month	NA
Interoffice Transport - Dedicated - DS3 - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - 1st	NA
NRC - Incremental Charge - Manual Svc Order - Add'l	NA
NRC - Incremental Charge - Manual Svc Order-Disconnect-1st	NA
NRC - Incremental Charge - Manual Svc Order-Disconnect-Add'l	NA
<b>Unbundled Exchange Access IOC</b>	
0-8 Miles, Fixed per month	NA
Per mile per month	NA

**Exhibit A  
State-GA**

NRC 1st	NA
NRC Add'l	NA
9-25 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
Over 25 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
<b>Local Channel - Dedicated</b>	
Local Channel - Dedicated - 2-Wire VG	\$13.91
NRC - 1st	\$362.95
NRC - Add'l	\$62.40
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	\$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	\$8.42
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - 4-Wire VG	\$14.99
NRC - 1st	\$368.44
NRC - Add'l	\$64.05
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	\$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	\$8.42
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS1	\$38.36
NRC - 1 <sup>st</sup>	\$356.15
NRC - Add'l	\$312.89
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order	\$44.22
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS3	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect - 1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect - Add'l	NA
<b>LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)</b>	
End Office Switching, per mou	\$ .0016333
Tandem Switching, per mou	\$ .0003757
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/co mmon end



**Exhibit A  
State-GA**

	dedicated transport apply as appropriate.
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	BST State Access Tariff Rates
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	NA

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MAR -2 1999

From: Kay Flynn  
To: Vic Cordiano  
Subject: fwd: name question

-----3/02/99-11:02am-----  
.....FPSC-Records/Reporting

Here's a bit of a doozy:

We received from BellSouth an amendment to interconnection, unbundling, and resale agreement with "e.spire Communications, Inc. formerly known as American Communications Services, Inc. (ACSI)." The cover letter references Docket 960969-TP as being where the initial agreement was approved. In that docket, we approved an agreement between BellSouth and "American Communication Services of Jacksonville, Inc." We're wondering if

- (1) 960969 should have reflected company code TX139--and that related company name--rather than TX040? (Too late now to change that, of course.)
- (2) On this new docket we're opening, we should refer to the company as "ACSI Local Switched Services, Inc. d/b/a e.spire Communications, Inc." rather than using the name as BellSouth has it in the cover letter?

The attached amendment is titled "Third Amendment" and the closest I can come to identifying the other amendments etc. is:

- 960969 - initial agreement (TX040)
- 960969 - amendment filed before vote
- 990060 - second amendment? (though that is with company code TX139 rather than TX040)

Can you help? Kay

Fwd-by:=-Vic=Cordiano=-3/02/99=-4:15pm-----  
Fwd to: Kay Flynn  
CC: Linda Williams, Rick Moses

- (1) TX040 (regulation date 10/15/96) goes with 960969;
  - (2) As stated above, the cover letter references Docket 960969-TP as being where the initial agreement was approved. Therefore, it appears that the company name for the new docket should be "ACSI Local Switched Services, Inc. d/b/a e.spire Communications, Inc." Kay, please file it this way, and CMU will do the homework on this. Please note that CMU takes care of the analysis which includes the review of the amendments. We appreciate your attempt, but it takes some time to uncover all of the amendments (I know all too well.)
- P.S., Rick, as discussed on 2/25, certificates 4722 and 5474 (TX040/TX139 respectively) show the same fictitious names but different corporate names. Rick, 1. What's e.spire's benefit of doing so (record keeping is getting a bit confusing);
- 2. Is there anything that precludes e.spire from having two certificated names as such? Regardless,
  - 3. Do you plan to contact e.spire about this situation and make a change accordingly?

Fwd-by:=-Kay=Flynn-----  
Fwd to: Vic Cordiano  
CC: Linda Williams

Thanks, Vic. Linda, use TX139 on the new docket.