

RECEIVED-FPSC



99 OCT 11 PM 4:45

BellSouth Telecommunications, Inc  
Suite 400  
150 South Monroe Street  
Tallahassee, Florida 32301-1556

850 224-7798  
Fax 850 224-5073

Marshall M. Criser III  
Regulatory Vice President

RECORDS AND  
REPORTING

October 7, 1999

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

991558-TP

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Intermedia Communications, Inc. 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 Intermedia Communications, Inc. 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 Intermedia Communications, Inc. The Commission approved the initial agreement between the companies in Order No. PSC-99-1236-FOF-TP issued October 7, 1996 in Docket 960769-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Intermedia Communications, Inc. 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. Criser III*

Regulatory Vice President

(28)  
RECEIVED & FILED

*Criser*  
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

12377 OCT 11 99

FPSC-RECORDS/REPORTING

**ATTACHMENT TO TRANSMITTAL LETTER**

The Amendment entered into by and between Intermedia Communications Inc. and BellSouth Telecommunications, Inc., dated August 27, 1999, for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee consists of the following:

ITEM	NO. PAGES
Fifth Amendment	5
TOTAL	5

**AMENDMENT  
TO  
INTERCONNECTION AGREEMENT BETWEEN  
  
INTERMEDIA COMMUNICATIONS INC. and  
  
BELLSOUTH TELECOMMUNICATIONS, INC.**

**DATED JULY 1, 1996**

Pursuant to this Agreement (the "Amendment"), Intermedia Communications Inc. ("INTERMEDIA") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated July 1, 1996 ("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, INTERMEDIA and BellSouth hereby covenant and agree as follows:

1. The Parties agree that BellSouth will offer, and INTERMEDIA will accept and pay for, HDSL capable loops as follows:
  - a. HDSL capable loops are non-loaded copper loops and will be provided in accordance with BellSouth TR73600, *Unbundled Local Loop Technical Specifications*, Issue B, June 1998 and as set forth in Exhibit A of this Amendment. For the purposes of this Addendum, any updates to TR73600 must comply with normal industry standards.
  - b. The HDSL capable loops will be provided to the extent available within BellSouth's Network at a particular location as determined by the Service Inquiry ("SI") process.
  - c. Where facilities permit, and subject to BellSouth's special construction process, INTERMEDIA may request that a particular loop be removed from DLC equipment in order to provide an HDSL capable loop to a specific customer location.
  - d. As mechanized interfaces to the SI process for loop qualification purposes are made available to BellSouth's retail operations or other competitive local exchange carriers ("CLECs"), those same mechanized interfaces will be made available to INTERMEDIA on the same terms and conditions.
  - e. If HDSL capable loops are available, the installation interval will be 5 to 7 business days. The interval for the SI process is separate from the installation interval and BellSouth will use its best efforts to complete the SI process within three to five (3-5) days.

8/16/99

**ORIGINAL**

- f. The rates will be in accordance with the schedule of prices set forth in Exhibit B to this Amendment, Attachment C-19, which is incorporated herein by reference, in and for the states reflected on Attachment C-19.
- g. In some instances, INTERMEDIA will require access to copper twisted pair loop combinations unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that INTERMEDIA can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. INTERMEDIA will determine the type of service that will be provided over the loop. BellSouth will not charge INTERMEDIA for BellSouth to remove any equipment necessary to bring the loop up to BellSouth loop specifications for that type of loop. However, if the loop meets the appropriate specification for that loop type and INTERMEDIA wants additional equipment removed, then in some cases INTERMEDIA may be required to pay additional charges as set forth in the General Subscriber Service Tariff, Section A5. If this additional conditioning makes the loop no longer compliant with the TR73600 document, BellSouth will no longer be expected to maintain and repair the loop to those standards. In these cases, the modified loop will be classified as an Unbundled Copper Loop and BellSouth will only assure that the loop has electrical continuity and balance relative to tip and ring.
2. The Parties agree that all of the other provisions of the Interconnection Agreement, dated July 1, 1996, 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 respective state regulatory authorities 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.

**Intermedia Communications Inc.**

Heather Gold  
 Signature  
 Heather Gold  
 Name  
 Vice President  
 Title  
 8/19/99  
 Date

**BellSouth Telecommunications, Inc.**

Jerry Hendrix  
 Signature  
 Jerry Hendrix  
 Name  
 Senior Director-Interconnection Services  
 Title  
 8/27/99  
 Date

Exhibit A

Deployment Guideline	4-wire HDSL	2-wire HDSL
Pairs	2-pairs	1-pair
Load Coils	Non-loaded loops	Non-loaded loops
Maximum Loop Length 26-AWG cable	9 kft	9 kft
Maximum Loop Length 24-AWG cable	12 kft	12 kft
Maximum Single Bridged Tap Length	2 kft	2kft
Maximum Total Bridged Tap Length	2.5 kft	2.5 kft

## EXHIBIT B

## ATTACHMENT C-19

The rates contained within this Exhibit were negotiated as a whole within the negotiations of the terms and conditions contained within the attachment and each rate, term and condition is interdependent upon the other rates, terms and conditions within this Attachment.

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
<b>2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month</b>	UHL2X	\$11.76	\$12.12	\$9.15	NA	\$11.61	\$11.60	\$17.00	\$14.86	\$13.46
NRC - 1st	UHL2X	\$514.21	\$113.85	\$359.73	NA	\$343.13	\$504.82	\$280.15	\$600.61	\$640.79
NRC - Add'l	UHL2X	\$464.58	\$99.61	\$325.15	NA	\$310.03	\$456.24	\$243.91	\$507.33	\$541.94
NRC - Disconnect Charge - 1st	UHL2X	\$106.65	NA	NA	NA	\$72.54	\$105.86	NA	NA	NA
NRC - Disconnect Charge - Add'l	UHL2X	\$56.98	NA	NA	NA	\$39.42	\$57.25	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per order)	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$55.00	\$45.43	\$55.00
<b>2-Wire HDSL Loop (Standard), per month</b>	UHL2X	NA	NA	NA	\$8.51	NA	NA	NA	NA	NA
NRC - 1st	UHL2X	NA	NA	NA	\$713.50	NA	NA	NA	NA	NA
NRC - Add'l	UHL2X	NA	NA	NA	\$609.44	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per order)	OCOSL	NA	NA	NA	\$55.00	NA	NA	NA	NA	NA
<b>4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month</b>	UHL4X	\$14.39	\$18.24	\$12.07	NA	\$16.39	\$14.14	\$27.20	\$19.73	\$17.91
NRC - 1st	UHL4X	\$541.13	\$116.91	\$378.86	NA	\$361.45	\$531.21	\$291.43	\$625.11	\$666.70
NRC - Add'l	UHL4X	\$491.50	\$101.71	\$344.28	NA	\$328.35	\$482.63	\$255.46	\$532.78	\$568.86
NRC - Disconnect Charge - 1st	UHL4X	\$106.65	NA	NA	NA	\$72.54	\$105.86	NA	NA	NA
NRC - Disconnect Charge - Add'l	UHL4X	\$56.98	NA	NA	NA	\$39.42	\$57.25	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$44.06	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per order)	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$55.00	\$45.43	\$55.00
<b>4-Wire HDSL Loop (Standard), per month</b>	UHL4X	NA	NA	NA	\$10.39	NA	NA	NA	NA	NA
NRC - 1st	UHL4X	NA	NA	NA	\$748.93	NA	NA	NA	NA	NA
NRC - Add'l	UHL4X	NA	NA	NA	\$646.17	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per order)	OCOSL	NA	NA	NA	\$55.00	NA	NA	NA	NA	NA

## MEMORANDUM OF UNDERSTANDING

This memorandum will serve to confirm the understanding of the parties, Intermedia Communications Inc. and BellSouth Telecommunications with reference to the interpretation of the language contained in the Amendment for HDSL capable loops.

**Intermedia Request:** To delete 1.g. of our draft amendment for HDSL loops and replace with language from the Northpoint Agreement – Section 2.3.1.2

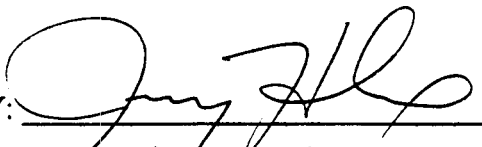
**Intermedia Interpretation:** That the HDSL loops as defined in 1.a. of our amendment from the Northpoint language be interpreted as follows:

- Intermedia understands that BellSouth does not remove equipment and/or load coils from HDSL loops during its normal provisioning process. This means that BST will only attempt to provision HDSL capable loops that do not have this equipment and that the equipment will not be a part of the loop at the time of delivery to us and that it will be HDSL capable upon Intermedia's receipt of the loop.
- In the event Intermedia requires an HDSL loop that differs from the standards and specifications as set forth in paragraph 1.a, Intermedia will be subject to additional charges as set forth in the BellSouth General Subscriber Tariff, Section A5.
- In the event Intermedia selects a specific non-HDSL-capable loop to be conditioned as HDSL capable, Intermedia will be subject to additional charges as set forth in the BellSouth General Subscriber Tariff, Section A5.
- In the event that BellSouth's Service Inquiry process determines that an HDSL loop is available but BellSouth delivers a loop that is not capable of supporting HDSL as required in paragraph 1.a, Intermedia would not be subject to additional charges to condition said loop, if technically feasible, to meet the standards and specifications set forth in paragraph 1.a.

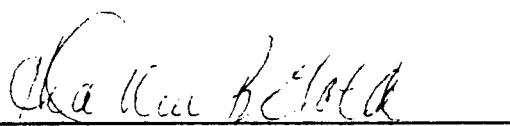
Agreed to by the parties this 26<sup>th</sup> day of August, 1999.

BELLSOUTH COMMUNICATIONS

INTERMEDIA COMMUNICATIONS INC.

BY: 

TITLE: Sr. Director

BY: 

TITLE: VP Industry Policy