

ORIGINAL

BELLSOUTH

041230-TP

BellSouth Telecommunications, Inc.
Regulatory & External Affairs
150 South Monroe Street
400
Tallahassee, FL 32301-1556

marshall.criser@bellsouth.com

Marshall M. Criser III
Vice President
Regulatory & External Affairs

850 224 7798
Fax 850 224 5073

RECEIVED-FPSC
04 OCT 20 PM 4:21
COMMISSION
CLERK

October 19, 2004

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

Re: Approval of Amendment to the interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and TCG South Florida

Dear Mrs. Bayo:

Please find enclosed for filing and approval, the original and two copies of BellSouth Telecommunications, Inc.'s Amendment to interconnection, unbundling, resale and collocation Agreement with TCG South Florida.

If you have any questions, please do not hesitate to call Robyn Holland at (850) 222-9380.

Very truly yours,

MM Criser III
Regulatory Vice President

RECEIVED & FILED
AS
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
11346 OCT 20 04
FPSC-COMMISSION CLERK

**NINTH AMENDMENT
TO THE
AGREEMENT BETWEEN
TCG SOUTH FLORIDA
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
FLORIDA
DATED OCTOBER 26, 2001.**

Pursuant to this Amendment, (the "Amendment"), TCG South Florida ("TCG"), 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 26, 2001 (the "Agreement").

WHEREAS, BellSouth and TCG entered into the Agreement on October 26, 2001, and;

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 agree to amend Attachment 4, Collocation, of the Florida Agreement to reflect issues addressed in the Florida Public Service Commission order dated November 26, 2003.
2. The Parties agree to add the following language as a new Section 1.8:

1.8 "Transfer of Collocation Space. TCG shall be allowed to transfer collocation space to or from another CLEC under the following conditions: (1) the central office is not at or near space exhaustion; (2) the transfer of space shall be contingent upon BellSouth's approval, who will not unreasonably withhold permission; (3) there are no unpaid, undisputed collocation balances⁴ between BellSouth and the transferring CLEC; and (4) the transfer of the collocation space is in conjunction with TCG's sale or purchase of all, or substantially all, of the in-place collocation equipment to the same CLEC.

1.8.1 When TCG is transferring collocation space to another CLEC, TCG's responsibilities shall include: (1) submitting a letter of authorization to BellSouth for the transfer, (2) entering into a transfer agreement with BellSouth and the acquiring CLEC; and (3) returning all access devices to BellSouth.

⁴Any disputed bills are governed by interconnection agreements and contracts which already exist between the parties.

1.8.2 When the transfer of collocation space is to TCG from another CLEC, TCG's responsibilities shall include: (1) submitting an application to BellSouth for transfer of the collocation arrangement; (2) satisfying all requirements of its interconnection agreement with BellSouth; (3) submitting a letter to BellSouth for the assumption of services; and (4) entering into a transfer agreement with BellSouth and the transferring CLEC. It is the responsibility of BellSouth to ensure that the above responsibilities are completely satisfied and the transfer of space is done as quickly as possible."

3. The Parties agree to delete existing language in Section 5.3 and replace it with the following:

“Entrance Facilities. TCG may elect to place TCG-owned or TCG-leased entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection as close as reasonably possible to the Premises housing the Collocation Space, such as at an entrance manhole or a cable vault which are physically accessible by both Parties. TCG will provide and place fiber cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. If TCG desires to place cable other than fiber, BellSouth shall permit interconnection using copper or coaxial cable only in those rare instances where TCG demonstrates a necessity and that entrance capacity is not at or near exhaustion in the particular central office associated with TCG's collocation. TCG will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to TCG's equipment in the Collocation Space. TCG must arrange for BellSouth to splice the entrance facility to TCG-provided riser cable. In the event TCG utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Pursuant to the TCG/BellSouth Right-of-Way (“ROW”) Attachment, incorporated herein by this reference, TCG must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. TCG is responsible for maintenance of the entrance cable. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office termination point.”

4. The Parties agree to add the following language as a new Section 7.1.1:

“The non-recurring application fees shall be billed within thirty (30) days of the date when BellSouth provides an Application Response or on TCG's next scheduled monthly billing statement, if the current month's billing cycle has already closed. Non-recurring charges associated with processing the firm order for collocation preparation shall be billed within thirty (30) days of BellSouth's confirmation of TCG's BFFO or on TCG's next scheduled

monthly billing statement, if the current month's billing cycle has already closed. All other non-recurring charges shall be billed within thirty (30) days after the product or service is provided or on TCG's next scheduled monthly billing statement, if the current month's billing cycle has already closed. BellSouth shall permit TCG to subcontract the construction of its collocation space with contractors approved by BellSouth, and BellSouth shall not unreasonably withhold approval."

5. The Parties agree to replace the existing language at Sections 7.5.1, 7.5.2 and 7.5.3 with the following language:

- 7.5.1 "Depending on the technical feasibility, commercial availability, and safety limitations, DC power shall be provided in 5-amp increments from 5 amps up to 100 amps. Given industry standard fuse sizing, DC power of 70 amps or greater may be provisioned directly from BellSouth's main power board."

- 7.5.2 "Charges for -48V DC power will be provided by BellSouth to TCG and assessed per ampere (amp) per month based upon amps used, not fused, pursuant to the rates set forth in Exhibit B of this Attachment. Recurring power charges begin on the Space Ready Date, or on the date TCG first occupies the Collocation Space, whichever is sooner. Charges for DC power shall be calculated and applied based on the amount of power that TCG requests it be allowed to draw at a given time to a specific collocation arrangement in a particular central office on its collocation BFFO. BellSouth will not assess TCG any non-recurring charges (i.e., an application fee or the firm order fee) for the initial one-time conversion of TCG's collocation arrangements, that are in existence in Florida as of the date of the last signature on this Amendment, from the DC power fused amp billing option to this new DC power usage amp billing option. BellSouth shall also allow TCG, at TCG's option, to order a power feed that is capable of delivering a higher DC power level but to fuse this power feed so as to allow a power level less than the feed's maximum to be drawn by TCG. BellSouth is not required to build its central office power infrastructure to meet TCG's forecasted DC power demand. TCG must specify the power level it wishes to be able to draw."

- 7.5.2.1 "BellSouth, at any time and at its own expense, shall have the right to verify the accuracy of TCG's power usage for a specific collocation arrangement in a particular central office, based on a metered reading(s) taken by BellSouth of the amount of power being consumed by this collocation arrangement. BellSouth may perform its own meter reading(s) via any method it chooses, such as, but not limited to, a clamp-on ammeter. If the meter reading(s) varies by more than ten percent (10%) or five (5) amps from the power usage requested by

TCG, the Parties agree to work cooperatively to reconcile such discrepancy and establish the appropriate usage figure in a reasonable and expeditious manner. If the Parties substantiate BellSouth's reading, then BellSouth has the right to adjust TCG's billing to reflect BellSouth's power reading beginning with the first day of the month immediately following the date of the metered reading."

7.5.2.2 "BellSouth shall assess TCG a monthly recurring charge for DC power as set forth in Exhibit B of this Attachment. TCG shall notify BellSouth of any change in DC power usage that will be reflected in the next scheduled monthly billing cycle."

7.5.2 7.5.3 "TCG shall have the option of obtaining AC power for its collocation arrangement. This includes AC convenience outlets for test equipment, which are included in the physical collocation charges. AC powering of collocation equipment, and AC power feeds for converting AC to DC, as long s TCG's request for AC power is in accordance with the National Electric Code and all other applicable electric and building codes."

6. The power usage rate elements and corresponding rates set forth in Exhibit B of this Amendment are interim in nature and have not been approved by the Commission. For the purposes of this Amendment, the Parties have agreed to use the power usage rate elements and corresponding rates contained in Exhibit B for billing purposes until such time as the Commission has established a permanent rate for the power usage rate elements and any other applicable power usage elements and rates in Florida Docket Nos. 981834 - TP/990321 - TP. When the Final Order has been released by the Commission in Florida Docket Nos. 981834 - TP/990321 - TP, the Parties hereby agree that the power usage rate elements and corresponding rates contained in Exhibit B will be replaced with the permanent power usage rate elements and corresponding rates and will be implemented prospectively for billing purposes on the effective date of the Commission's Final Order in Florida Docket Nos.981834 - TP/990321 - TP. The Parties agree that there will be no true-up of the interim power usage rate element and corresponding rate as currently set forth in Exhibit B of this Amendment.
7. The Parties agree to reinstate USOC PE1FJ as set forth in Exhibit B of this Amendment, which was inadvertently left off in the Second Amendment between TCG and BellSouth.
8. This amendment is effective as of July 1, 2004.
9. All of the other provisions of the Agreement, dated October 26, 2001, as amended, shall remain in full force and effect.


10. Either or both of the Parties are 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.


Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

TCG South Florida

By: 

By: 

Name: Kristen E. Rowe

^{PS}
Name: Bill C. Peacock

Title: Director

Title: Director - Local Services & Access Management

Date: 9/24/04

Date: 9-13-04

COLLOCATION - Florida											
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
						Rec	Nonrecurring		Nonrecurring Disconnect		
						First	Add'l	First	Add'l		
PHYSICAL COLLOCATION											
	Physical Collocation - Power - DC power, per Used Amp - MRC			CLO	PE1FN	11.70					
	Physical Collocation - Power per Fused Amp, -48V DC Power. (Note 1) ICB rate from existing arrangements provisioned when the power rate included a NRC for power plant construction.			CLO	PE1FJ	6.95					
VIRTUAL COLLOCATION											
	Virtual Collocation - Power, DC power, per Used Amp - MRC			AMTFS	VE1PF	11.70					