

MEMORANDUM

April ¹³/₉, 1998

RECEIVED

APR 13 1998

12:00
FPSC - Records/Reporting

TO: DIVISION OF RECORDS AND REPORTING

FROM: DIVISION OF LEGAL SERVICES (FLEMING) *RF*

RE: DOCKET NO. 980030-TP - REQUEST BY BELLSOUTH TELECOMMUNICATIONS, INC. FOR APPROVAL OF AMENDMENT TO COLLOCATION AGREEMENT IN TCG SOUTH FLORIDA, PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996.

98-0504-FOF-TP

Attached is an ORDER APPROVING COLLOCATION AGREEMENT, to be issued in the above-referenced docket.

(Number of pages in order - 11)

See 1

SRF/lw

Attachment

cc: Division of Communications (Greer)

I:980030OR.SRF

*0 fax
2/3 ma.1*

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request by BellSouth Telecommunications, Inc. for approval of amendment to collocation agreement with TCG South Florida, pursuant to Section 252 of the Telecommunications Act of 1996.

DOCKET NO. 980030-TP
ORDER NO. PSC-98-0504-FOF-TP
ISSUED: April 13, 1998

The following Commissioners participated in the disposition of this matter:

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

ORDER APPROVING COLLOCATION AGREEMENT

BY THE COMMISSION:

On January 6, 1998 BellSouth Telecommunications, Inc. (BellSouth) and TCG South Florida (TCG) filed a request for approval of an amendment to the existing collocation agreement under the Telecommunications Act of 1996, 47 U.S.C. §252(e) of the Telecommunications Act of 1996 (the Act). The 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 amendment to the existing agreement covers a 2-year period and governs the relationship between the companies regarding physical collocation services under 47 U.S.C. § 251. The agreement states that collocation space will be provided for TCG in

DOCUMENT NO. 980030-TP
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FILED IN THE OFFICE OF THE CLERK OF THE COMMISSION

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BellSouth's Central Office. Rates for the collocation space and telecommunications services are set out in the attached schedules.

Upon review of the proposed agreement, we believe that it complies with the Telecommunications Act of 1996; thus, we hereby approve it. The Commission's approval of this agreement should not be construed as a determination that BellSouth has met the requirements of Section 271 of the Act. BellSouth and TCG 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).


Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the collocation agreement between BellSouth Telecommunications, Inc. and TCG South Florida, 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 this docket shall be closed.

By ORDER of the Florida Public Service Commission this 13th day of April, 1998.



BLANCA S. BAYÓ, Director
Division of Records and Reporting

(S E A L)

SRF

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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.

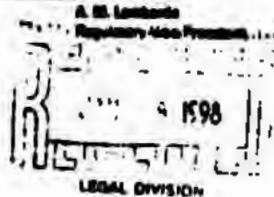
Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days 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).

ATTACHMENT A

Legal



BellSouth Telecommunications, Inc. 800 254-7700
Suite 400 Fax 800 254-5873
100 South Main Street
Tallahassee, Florida 32301-1000



980030-TP

January 5, 1998

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

Re: Approval of the Collocation Amendment Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Teleport Communications Group, Inc. pursuant to Section 252(e) of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and Teleport Communications Group, Inc. are submitting to the Florida Public Service Commission their negotiated amendment for collocation. The original agreement was filed July 26, 1996 in Docket 960862.

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

Very truly yours,

A. M. Lombardo
Regulatory Vice President (al)

DOCUMENT NUMBER-DATE

00173 JAN-68

FPSC-RECORDS/REPORTING

THIRD AMENDMENT
TO

AGREEMENT BETWEEN
TELEPORT COMMUNICATIONS GROUP, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.

Pursuant to this Agreement (the "Amendment"), Teleport Communications Group, Inc. ("TCG") and BellSouth Telecommunications, Inc. ("BellSouth") heretofore referred to collectively as the "Parties" hereby agree to amend that certain Agreement between the Parties dated July 15, 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, TCG and BellSouth hereby covenant and agree as follows:

1. The Parties agree that BellSouth will, upon request, provide and TCG will accept and pay for (1) loop, (2) POT Buy Termination, (3) long cross-connections and (4) loop characterization in accordance with the schedule of prices set forth in Attachment A-2 to this Amendment which is incorporated herein by reference, in and for the rates reflected on Attachment A-2.

2. The Parties agree that the prices reflected herein shall be "true-up" (up or down) based on final prices either determined by further agreement or by final order (including any appeals) of the relevant public service commission or other body having jurisdiction over the subject matter of this Amendment, which final order meets the criteria contained in paragraph 4 hereof. The "true-up" will consist of comparing the actual volumes and demand for each item, together with the prices associated with such item by this Amendment, with the final prices determined for each item. Each party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records of the Parties regarding the amount of such "true-up," the Parties agree that the body having jurisdiction over the matter for the affected rates shall be called upon to resolve such differences or that they will submit the matter to commercial arbitration in accordance with the terms contained in Section XXIV. of the Interconnection Agreement.

3. Any final order that forms the basis of a "true-up" under this Amendment shall meet the following criteria:

(a) It shall be in a proceeding to which TCG and BellSouth are entitled to be full parties to the proceeding.

(b) It shall apply the provisions of the Telecommunications Act of 1996, including, but not limited to, Section 252(d)(1) and all effective implementing rules and regulations; provided that said Act and such regulations are in effect at the time of the final order.

(c) It shall include as an issue the geographic deaveraging of unbundled element rates, which deaveraged rates, if any are required by said final order, shall form the basis of any "true-up."

4. The Parties agree that all of the other provisions of the Agreement, dated July 15, 1996, shall remain in full force and effect including any amendments thereto. Nothing in this Amendment shall in any way limit TCO's ability to collect substitute rates for local loops, POT Bay Termination, loop cross connects, or loop channelization pursuant to the terms of Section XXIII of the Agreement relating to "most favorable" treatment.

5. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate state 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. 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.

TELEPORT COMMUNICATIONS
GROUP, INC.

By: *[Signature]*

Title: *AVP - Operations*

DATE: *11/25/97*

BELLSOUTH TELECOMMUNICATIONS,
INC.

By: *[Signature]*

Title: *Director*

DATE: *11/25/97*

APPROVED AS TO FORM
LEGAL DEPARTMENT
Date *11/25/97* By *[Signature]*

Attachment A-1

Unbundled Products and Services and New Services

Service: Unbundled Exchange Access Loop

Description: Provides the connection from the serving central office to a subscriber's premises and is used on a monthly and/or distance sensitive basis. It is engineered to meet the same parameters as residence or business exchange access line.

BellSouth shall allow TCG to access the following Loop types (in addition to those Loops available under applicable tariffs) unbundled from local switching and local transport in accordance with the terms and conditions set forth herein:

"3-Wire Analog Voice Grade Loop" or "Analog 3W" which support analog transmission of 300-3000 Hz, repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the end office switch), and repeat ringing in the other direction (toward the end user). Analog 3W include Loops sufficient for the provision of PBX trunks, pay telephone lines and electronic key system lines. Both "pure copper" and "Unintegrated Digital Loop Carrier" (UDLC) systems shall be made available.

"4-Wire Analog Voice Grade Loop" or "Analog 4W" which support the transmission of voice grade signals using separate transmit and receive paths and terminate in a 4-wire electrical interface. Both "pure copper" and "Unintegrated Digital Loop Carrier" (UDLC) systems shall be made available.

"2-Wire ISDN Digital Grade Loop" which support digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel. This is a 2B+D Basic Rate Interface Integrated Service Digital Network (BRI-ISDN) type of loop which will meet national ISDN standards.

"2-Wire ADSL-Compatible Loop" or "ADSL 2W" is a transmission path which facilitates the transmission of up to a 6 Mbps digital signal downstream (toward the Customer) and up to a 640 Kbps digital signal upstream (away from the Customer) while simultaneously carrying an analog voice signal. An ADSL-2W loop is provided over a 2-wire non-loaded twisted copper pair provisioned using revised resistance design guidelines and meeting ANSI Standard T1.413-1995-007R2. An ADSL Loop terminates in a 2-wire electrical interface at the customer premises and the BellSouth Central Office frame.

"2-Wire HDSL-Compatible Loop" or "HDSL 2W" is a transmission path which facilitates the transmission of a 768 Kbps digital signal over a 2-wire non-loaded twisted copper pair meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Loop are available only where existing copper facilities can meet T1E1 Technical Report Number 28 specifications.

"4-Wire HDSL-Compatible Loop" or "HDSL 4W" is a transmission path which facilitates the transmission of a 1.544 Mbps digital signal over two 2-wire non-loaded twisted copper pairs meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Loop are available only where existing copper facilities can meet the specifications.

"Integrated Digital Loop Carrier" or "Integrated DLC" is the same as Digital Loop Carrier, except it is not demultiplexed, but instead the DS-1 facilities are directly connected into compatible digital equipment.

ATTACHMENT A-2

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State	Alabama		Florida		Georgia		Kentucky	
Rate Elements	Monthly	Nonrecurring*	Monthly	Nonrecurring*	Monthly	Nonrecurring*	Monthly	Nonrecurring*
Unbundled Exchange Access Loop**								
2-Wire Analog	\$18.00	\$55.20	\$17.00	\$44.00	\$17.00	\$25.00	\$17.00	\$58.40
4-Wire Analog	\$28.00	\$85.20	\$27.20	\$44.00	\$27.20	\$25.00	\$27.20	\$88.40
2-Wire ADSL/DSL	\$18.00	\$55.20	\$17.00	\$44.00	\$17.00	\$25.00	\$17.00	\$58.40
4-Wire DSL	\$28.00	\$85.20	\$27.20	\$44.00	\$27.20	\$25.00	\$27.20	\$88.40
2-Wire HDSL Digital	\$28.00	\$85.20	\$27.20	\$44.00	\$27.20	\$25.00	\$27.20	\$88.40
POT Bay								
2-wire	\$8.40		\$8.40		\$8.40		\$8.40	
4-wire	\$1.20		\$1.20		\$1.20		\$1.20	
Cross-Connects								
2-Wire Analog	\$8.20	\$18.40	\$8.20	\$16.20	\$8.20	\$12.00	\$8.20	\$16.00
4-Wire Analog	\$8.80	\$18.40	\$8.80	\$16.20	\$8.80	\$12.00	\$8.80	\$16.00
Loop Characterization								
Equipment	\$488.00	\$825.00	\$488.00	\$825.00	\$488.00	\$825.00	\$488.00	\$825.00
Per Line	\$1.15	\$8.00	\$1.15	\$8.00	\$1.15	\$8.00	\$1.15	\$8.00

* These rates reflect 80% of the Business Service Connection Charge. If the Business Service Connection Charge is modified, this rate will become 80% of the revised rate.

** In the event that an unbundled loop ordered by TCG is part of an Integrated Digital Loop Center (IDLC) system, the loop will be unbundled from the IDLC and provided to TCG in accordance with the corresponding rates specified above.

ATTACHMENT A-2

State	Louisiana		Mississippi		North Carolina		South Carolina	
	Monthly	Nonrecurring*	Monthly	Nonrecurring*	Monthly	Nonrecurring*	Monthly	Nonrecurring*
Unbundled Exchange Access Loop**								
2-Wire Analog	\$17.00	\$88.00	\$22.00	\$83.38	\$17.00	\$33.00	\$18.00	\$81.20
4-Wire Analog	\$27.28	\$88.00	\$35.28	183.38	\$27.28	\$33.00	\$28.80	\$81.20
2-Wire ADDEL-HDSL	\$17.00	\$88.00	\$22.00	\$83.38	\$17.00	\$33.00	\$18.00	\$81.20
4-Wire HDSL	\$27.28	\$88.00	\$35.28	\$83.38	\$27.28	\$33.00	\$28.80	\$81.20
2-Wire HDSL Digital	\$27.28	\$88.00	\$35.28	\$83.38	\$27.28	\$32.00	\$28.80	\$81.20
POT Bay								
2-wire	\$8.40		\$8.40		\$8.40		\$8.40	
4-wire	\$1.20		\$1.20		\$1.20		\$1.20	
Cross-Connects								
2-Wire Analog	\$8.30	\$28.80	\$8.30	\$13.80	\$8.30	\$11.80	\$8.30	\$8.00
4-Wire Analog	\$8.80	\$28.80	\$8.80	\$13.80	\$8.80	\$11.80	\$8.80	\$8.00
Loop Characterization Equipment	\$488.00	\$825.00	\$488.00	\$825.00	\$488.00	\$825.00	\$488.00	\$825.00
Per Line	\$1.15	\$8.80	\$1.15	\$8.80	\$1.15	\$8.80	\$1.15	\$8.80

* These rates reflect 85% of the Business Service Connection Charge. If the Business Service Connection Charge is modified, this rate will become 85% of the revised rate.

** In the event that an unbundled loop ordered by TCG is part of an Integrated Digital Loop Carrier (IDLC) system, the loop will be unbundled from the IDLC and provided to National Tel in accordance with the corresponding rates specified above.

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States Tennessee

Rate Elements	Monthly	Start-up/inst.*
Unbundled Exchange Access Loop**		
2-Wire Analog	\$18.00	\$45.00
4-Wire Analog	\$28.00	\$45.00
2-Wire ADLS/ADSL	\$18.00	\$45.00
4-Wire ADSL	\$28.00	\$45.00
2-Wire ISDN Digital	\$28.00	\$45.00
POT Buy		
2-wire	\$0.40	
4-wire	\$1.20	
Cross-Connects		
2-Wire Analog	\$0.30	\$10.20
4-Wire Analog	\$0.80	\$10.20
Loop Channelization		
Equipment	\$400.00	\$525.00
Per Line	\$1.15	\$5.00

* These rates reflect 80% of the Business Service Connection Charge. If the Business Service Connection Charge is modified, this rate will become 80% of the revised rate.

** In the event that an unbundled loop ordered by TCG is part of an Integrated Digital Loop Carrier (IDLC) system, the loop will be unbundled from the IDLC and provided to TCG in accordance with the corresponding rates specified above.