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BellSouth Telecommunications, Inc.  
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Tallahassee, Florida 32301-1556

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A. M. Lombardo  
Regulatory Vice President

RECORDS AND  
REPORTING

July 9, 1998

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

980852-TP


Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Teleport Communications Group, Inc. (TCG) 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 Teleport Communications Group, Inc. (TCG) 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 Teleport Communications Group, Inc. (TCG). The Commission approved the initial agreement between the companies in Order No. PSC-96-1313-FOF-TP issued October 29, 1996.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Teleport Communications Group, Inc. (TCG) 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,

  
Regulatory Vice President  
(28)

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FPSC BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

FOURTH 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") hereinafter referred to collectively as the "Parties" hereby 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. BellSouth will, upon request, provide and TCG will accept and pay for 4-Wire DS1 loops in accordance with the descriptions set forth in Attachment A-1, and the schedule of prices set forth in Attachment A-2, to this Amendment which are attached hereto and incorporated herein by reference, in and for the states reflected.

2. The Parties agree that the prices reflected herein shall be "true-up" (up or down) in the states of Alabama, Florida, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee where the prices are still interim, based on final prices either determined by further agreement or by final order (including any appeals) of the relevant state regulatory agency 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 price 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 or the Parties regarding the amount of such "true-up", the Parties agree that the body having jurisdiction over the matter for the affected states 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 XXV. of the 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 and amendments thereto. Nothing in this Amendment shall in any way limit TCG's ability to select 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 "more favorable" treatment.

5. 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.

TELEPORT COMMUNICATIONS  
GROUP, INC.

By: Thomas J. Schroeder  
Printed Name: Thomas J. Schroeder  
Title: V.P. CARRIER RELATIONS  
Date: 4/29/98

BELLSOUTH  
TELECOMMUNICATIONS, INC.

By: Jerry D. Hendrix  
Printed Name: Jerry D. Hendrix  
Title: Director  
Date: 5/6/97

APPROVED AS TO FORM  
LEGAL DEPARTMENT  
Date 5/19/98 By LVH

### 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 rated on a monthly 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:

**"4-Wire DS1 Digital Grade Loop"** is a dedicated digital transmission facility from BST's MDF to an end user's premises. This facility will allow the end user to send and receive traffic that utilizes technologies for high capacity services such as DS-1. This facility will include a Network Interface Device (NID) at the end user's location for the purpose of connecting the loop to the end user's inside wire.

**Attachment A-2**

	ALABAMA	FLORIDA	KENTUCKY
<b>Unbundled Exchange Access Loop<sup>2</sup></b>			
<b>4-Wire DSI</b>			
<b>Monthly</b>	\$64.19	\$80.00	\$67.96
<b>NRC - 1<sup>st</sup></b>	\$675.00	\$540.00	\$849.80
<b>NRC - Add'l</b>	\$315.00	\$465.00	\$523.27
<b>NRC - Electronic Service Order - 1<sup>st</sup></b>	\$10.80	\$10.80	\$10.80
<b>NRC - Electronic Service Order - Add'l</b>	\$10.80	\$10.80	\$10.80
<b>NRC - Manual Service Order - 1<sup>st</sup></b>	\$22.00	\$22.00	\$22.00
<b>NRC - Manual Service Order - Add'l</b>	\$22.00	\$22.00	\$22.00
<b>NRC - Order Coordination for Specified Conversion Time<sup>1</sup></b>	\$50.00	\$50.00	\$50.00

1. As a chargeable option on all unbundled loops, BST will offer Order Coordination - Time Specific (OC-TS). This will allow TCG the ability to specify the time that the coordinated conversion takes place.
2. In the event that an unbundled loop ordered by TCG is part of an Integrated Digital Loop Carrier (IDLC) system, to the extent that alternate facilities are available, BST will provide the loop on an unbundled basis from the IDLC in accordance with the corresponding rates specified above. If no alternate facilities are available, BST will utilize its existing special construction process to determine the additional costs required to place the requested facilities.

**Attachment A-2**

	MISSISSIPPI	NORTH CAROLINA	SOUTH CAROLINA	TENNESSEE
Unbundled Exchange Access Loop <sup>2</sup>				
4-Wire DSI				
Monthly	\$77.39	\$151.50	\$77.39	TBD
NRC - 1 <sup>st</sup>	\$300.00	\$568.96	\$300.00	TBD
NRC - Add'l	\$250.00	\$335.56	\$250.00	TBD
NRC - Electronic Service Order - 1 <sup>st</sup>	\$10.80	\$10.80	\$10.80	\$10.80
NRC - Electronic Service Order - Add'l	\$10.80	\$10.80	\$10.80	\$10.80
NRC - Manual Service Order - 1 <sup>st</sup>	\$22.00	\$22.00	\$22.00	\$22.00
NRC - Manual Service Order - Add'l	\$22.00	\$22.00	\$22.00	\$22.00
NRC - Order Coordination for Specified Conversion Time <sup>1</sup>	\$50.00	\$50.00	\$50.00	\$50.00

1. As a chargeable option on all unbundled loops, BST will offer Order Coordination - Time Specific (OC-TS). This will allow TCG the ability to specify the time that the coordinated conversion takes place.
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**Attachment A-2**

<b>Georgia</b>			
<b>Unbundled Exchange Access Loop<sup>2</sup></b>	<b>Recurring Rate</b>	<b>Nonrecurring Rate Electronic</b>	<b>Nonrecurring Rate Manual</b>
4 - Wire DSL			
Monthly	\$64.52		
NRC - 1 <sup>1</sup>		\$429.98	\$448.92
NRC - Add'l		\$268.18	\$276.60
NRC - Order Coordination for Specified Conversion Time <sup>1</sup>		\$34.52	\$34.52

<b>Louisiana</b>	
<b>Rate Elements</b>	<b>Rate</b>
Unbundled Exchange Access Loop <sup>2</sup>	
4-Wire DSL	
Monthly	\$72.86
NRC - 1 <sup>1</sup>	\$410.38
NRC - Add'l	\$255.48
NRC - Disconnect Charge - 1 <sup>1</sup>	\$92.35
NRC - Disconnect Charge - Add'l	\$38.44
NRC - Electronic Service Order Charge - 1 <sup>1</sup>	\$9.16
NRC - Electronic Service Order Charge - Add'l	\$9.16
NRC - Incremental Cost - Manual Service Order - 1 <sup>1</sup>	\$18.14
NRC - Incremental Cost - Manual Service Order - Add'l	\$8.06
NRC - Incremental Cost - Manual Service Order - Disconnect	\$11.41
NRC - Order Coordination for Specified Conversion Time <sup>1</sup>	\$33.05

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