

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request by BellSouth Telecommunications, Inc. for approval of amendment to collocation agreement with Teleport Communications Group, Inc. pursuant to Sections 251, 252, and 271 of the Telecommunications Act of 1996.

DOCKET NO. 981627-TP  
ORDER NO. PSC-99-0148-FOF-TP  
ISSUED: January 25, 1999

The following Commissioners participated in the disposition of this matter:

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

ORDER APPROVING AMENDMENT TO  
EXISTING COLLOCATION AGREEMENT

BY THE COMMISSION:

On November 17, 1998, BellSouth Telecommunications, Inc. (BellSouth) and Teleport Communications Group, Inc. (Teleport) filed a request for approval of an amendment to their existing collocation agreement pursuant to 47 U.S.C. §252(e) of the Telecommunications Act of 1996 (the Act). The amendment to the existing 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 existing agreement governs the relationship between the companies regarding physical collocation services under 47 U.S.C. § 251. Upon review of the proposed amendment to the existing agreement, we believe that it complies with the Telecommunications Act of 1996; thus, we hereby approve it. The Commission's approval

DOCUMENT NUMBER-DATE

00966 JAN 25 99

FPSO-RECORDS/REPORTING

ORDER NO. PSC-99-0148-FOF-TP  
DOCKET NO. 981627-TP  
PAGE 2

of this amendment agreement should not be construed as a determination that BellSouth has met the requirements of Section 271 of the Act. BellSouth and Teleport 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 amendment to the existing collocation agreement between BellSouth Telecommunications, Inc. and Teleport Communications Group, Inc., 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 25th day of January, 1999.

BLANCA S. BAYÓ, Director  
Division of Records and Reporting

By: \_\_\_\_\_

*Kay Flynn*  
Kay Flynn, Chief  
Bureau of Records

( S E A L )

JAM

ORDER NO. PSC-99-0148-FOF-TP  
DOCKET NO. 981627-TP  
PAGE 3

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).

**Collocation Amendment**

**By and Between**

**BellSouth Telecommunications, Inc.**

**and**

**Teleport Communications Group, Inc.**

**September 21, 1998**

**Eleventh Amendment to  
The Interconnection Agreement  
Between Teleport Communications Group, Inc.  
and BellSouth Telecommunications, Inc.  
Dated July 15, 1996**

Pursuant to this Agreement (the "Amendment") Teleport Communications Group, Inc. ("Interconnector") and BellSouth Telecommunications, Inc., ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Agreement between the [REDACTED] ("Interconnection Agreement").

*initial inter-connection agreement*

NOW, THEREFORE, in consideration of the mutual agreements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The Parties agree that BellSouth will, upon request, provide and TCG will accept and pay for Acceptance of Fiber Cross-Connects and Fiber POT Bay in accordance with the schedule of prices set forth in Attachment C-13-C to this Amendment which is incorporated herein by reference.
2. The Parties agree that all of the other provisions of the Agreement, dated July 15, 1996, together with all amendments in effect as of the date of execution of this Amendment shall remain in full force and effect.
3. The Parties agree that either or both of the Parties is authorized to submit this Amendment to the 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.

**Eleventh Amendment to  
The Interconnection Agreement  
Between Teleport Communications Group, Inc.  
and BellSouth Telecommunications, Inc.  
Dated July 15, 1996**

Pursuant to this Agreement (the "Amendment") Teleport Communications Group, Inc. ("Interconnector") and BellSouth Telecommunications, Inc., ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Agreement between the [REDACTED] ("Interconnection Agreement").

*initial inter-  
connection  
agreement*

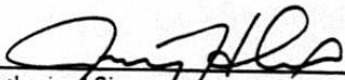
NOW, THEREFORE, in consideration of the mutual agreements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The Parties agree that BellSouth will, upon request, provide and TCG will accept and pay for Acceptance of Fiber Cross-Connects and Fiber POT Bay in accordance with the schedule of prices set forth in Attachment C-13-C to this Amendment which is incorporated herein by reference.
2. The Parties agree that all of the other provisions of the Agreement, dated July 15, 1996, together with all amendments in effect as of the date of execution of this Amendment shall remain in full force and effect.
3. The Parties agree that either or both of the Parties is authorized to submit this Amendment to the 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BellSouth Telecommunications,  
Inc.

Teleport Communications Group, Inc.

  
Authorized Signature

Jerry D. Hendrix  
Print or Type Name

Director  
Title

9/21/98  
Date

  
Authorized Signature

JIM WASHINGTON  
Print or Type Name

VP Carrier Relations & Settlements  
Title

9/17/98  
Date

APPROVED AS TO FORM  
LEGAL DEPARTMENT  
Date 9/17/98 By MUHL

ATTACHMENT C-13-C

<u>Rate Element Description</u>	<u>Type of Charge</u>	<u>Charge</u>
2-Fiber Cross-Connect	RC	\$15.90
4-Fiber Cross-Connect	RC	\$28.50
2-Fiber POT Bay	RC	\$39.30
4-Fiber POT Bay	RC	\$53.00
2-Fiber Cross-Connect	NRC	First/Add'l
4-Fiber Cross-Connect	NRC	\$73.00/\$52.00
		\$88.00/\$67.00

Notes

- NRC: Non-recurring Charge - one-time charge
- RC: Recurring Charge - charged monthly
- ICB: Individual Case Basis - one-time charge