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**BellSouth Telecommunications, Inc** Suite 400

150 South Monroe Street Tallahassee, Florida 32301-1556 850 224-7798 Fax 850 224-5073 CD OCT 24 PM 4: 38

Marshall M. Criser III Regulatory Vice President

RECORDS AND REPORTING

October 24, 2000

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

001593-TP

Re: Approval of the Physical Collocation Agreement by BellSouth Telecommunications, Inc. ("BellSouth") and Teleport Communications Group, 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 Teleport Communications Group, Inc. are submitting to the Florida Public Service Commission their negotiated agreement for the physical collocation of their networks, the unbundling of specific network elements offered by BellSouth and the physical collocation of BellSouth telecommunications services to Teleport Communications Group, Inc. The agreement was negotiated pursuant to sections 251, 252 and 271 of the Act.

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. within 90 days of its submission. 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 represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement.

Very truly yours,

Marshall M. Cresco III

Regulatory Vice President

DOCUMENT NUMBER-DATE

13606 OCT 248

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## ATTACHMENT TO TRANSMITTAL LETTER

The Agreement entered into by and between Teleport Communications Group, Inc. and BellSouth Telecommunications, Inc., dated 08/24/2000, for the state of Georgia consists of the following:

	ГЕМ	NO. PAGES
Agreement		3
TOTAL		3

## Cross Connection Agreement Between Teleport Communications Group, Inc. and BellSouth Telecommunications, Inc.

This Agreement (the "Agreement") is entered into effective the 24<sup>th</sup> day of August, 2000 by and between Teleport Communications Group. Inc. ("TCG"), and BellSouth Telecommunications. Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties."

## WITNESSETH

WHEREAS. TCG desires to obtain cross connections to a Virtual Collocation arrangement in a BellSouth Central Office in the state of Georgia (the "Cross Connections").

WHEREAS, BellSouth is agreeable to provide Cross Connections subject to the terms and conditions set forth in this 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. This Agreement for Cross Connections shall become binding upon execution by the Parties and continue for a period of one (1) year; provided, however, that if the parties enter into a subsequent Interconnection Agreement, such subsequent Interconnection Agreement shall supercede this Agreement, and this Agreement shall be deemed terminated upon the effective date of such subsequent Agreement.
- 2. BellSouth will, upon request, provide and TCG will compensate BellSouth for the Cross Connections in accordance with the terms and conditions set forth herein and the schedule of prices set forth in Attachment A to this Agreement which is incorporated herein by reference, in the state of Georgia.
- 3. The parties agree to incorporate by reference all of the provisions of the General Terms and Conditions, of the Statement of Generally Available Terms and Conditions, adopted by TCG and BellSouth as their Agreement on June 16, 2000 (the "Agreement").

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

BellSouth Telecommunications, Inc.
ku, Ho
Authorized Signature
Jerry Hendrix
Print or Type Name
Senior Director
Title
8/24/02
Date

Attachment A Page 1 of 1

## Cross-Connect Schedule of Rates and Charges for Georgia

Element	Unit	Recurring Rate	Non-Recurring Rate
Cross-Connects	Per Cross		First / Additional
	Connect		
Victual 2-wire DS-0s*		\$0.30	\$12.60/\$12.60
Virtual 4-wire DS-0s*		\$0.50	\$12.60/\$12.60