

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request by BellSouth Telecommunications, Inc. for approval of amendment to interconnection, unbundling, and resale agreement with Teligent, Inc. pursuant to Sections 251, 252, and 271 of the Telecommunications Act of 1996.

DOCKET NO. 981424-TP
ORDER NO. PSC-98-1733-FOF-TP
ISSUED: December 21, 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 AMENDMENT TO EXISTING
INTERCONNECTION, UNBUNDLING, AND RESALE AGREEMENT

BY THE COMMISSION:

On October 27, 1998, BellSouth Telecommunications, Inc. (BST) and Teligent, Inc. (Teligent) filed a request for approval of an amendment to the existing interconnection, unbundling, and resale agreement under 47 U.S.C. §252(e) of the Telecommunications Act of 1996. 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.

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The existing agreement governs the relationship between the companies regarding local interconnection, unbundling, and resale and the exchange of traffic pursuant to 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 of this agreement should not be construed as a determination that BellSouth has met the requirements of Section 271 of the Act. BST and Teligent 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 interconnection, unbundling, and resale agreement between BellSouth Telecommunications, Inc. and Teligent, 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 21st day of December, 1998.

BLANCA S. BAYÓ, Director
Division of Records and Reporting

By: Kay Flynn
Kay Flynn, Chief
Bureau of Records

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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).

**AMENDMENT
TO
TELIGENT/BELLSOUTH FLORIDA INTERCONNECTION AGREEMENT
DATED NOVEMBER 24, 1997**

Pursuant to this Amendment to Teligent/BellSouth Interconnection Agreement (the "Amendment"), for the state of Florida, Teligent, Inc. ("Teligent") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend the Teligent/BellSouth Interconnection Agreement dated November 24, 1997 ("Interconnection 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, Teligent and BellSouth hereby covenant and agree as follows:

1. The Parties agree that BellSouth will, upon request, provide and Teligent will accept and pay for Multiple Tandem Access, otherwise referred to as Single Point of Interconnection, as defined in 2. following.
2. This arrangement provides for ordering interconnection to a single access tandem, or at a minimum less than all access tandems, within the LATA for Teligent's terminating local and IntraLATA toll traffic and BellSouth's terminating local and IntraLATA toll traffic along with trunk traffic to and from other CLECs, Interexchange Carriers, Independent Companies and Wireless Carriers. This arrangement can be ordered in one way trunks and/or two way trunks consistent with the trunking arrangements contained in Attachment IV. The only restriction to this arrangement is that all of Teligent's NDXs must be associated with these access tandems, otherwise Teligent must interconnect to each tandem where an NDX is "trunked" for trunk traffic switched to and from an Interexchange Carrier.
3. Local usage that cannot be recorded will be determined by applying Teligent's reported Percent Local Usage as the parties shall develop as set forth in Attachment VIII, Section 3.1.7, of the Parties' November 24, 1997 Interconnection Agreement.
4. The Parties agree that all access traffic shall be billed on an elemental basis at the rates, terms and conditions reflected in BellSouth's Access Services Tariff.

5. Part B of General Terms and Conditions shall be amended to include the following definitions:

Garden Terminal is a pedestal or comparable facility equipped with building entrance protectors which acts as an interface between outside plant distribution cable and UNTW, or equivalent functionality.

Network Interface Device (NID) is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end-user customer. The NID features two independent chambers or divisions which separate the service provider's network from the customer's inside wiring. Each chamber or division contains the appropriate connection points or ports to which the service provider and the end-user customer each make their connections. The NID provides a protective ground connection, and is capable of terminating cables such as twisted pair cable.

When used with Unbundled Network Terminating Wire, the NID is a device which serves to interconnect inside wiring within each living unit to one or more carriers' network services. The NID incorporates modular jack and plug connectors which easily facilitates connection to each carrier's services by the end user/tenant, thus minimizing or eliminating field dispatches by each carrier.

Provisioning Party is defined as a Party who, at the request of the other Party, provides facilities under its ownership and/or control as part of the Unbundled Network Elements, Network Terminating Wire, or other services described in this Agreement.

Requesting Party is defined as a Party who requests access to facilities under the ownership and control of the other Party as part of the Unbundled Network Elements, Network Terminating Wire, or other services described in this Agreement.

Spare Capacity or Spare Pair is defined as a Provisioning Party's pair of two metallic copper conductors which, at the time of the Requesting Party's order, is available. "Available," as that term is used herein, shall mean pairs that are not being utilized by the Provisioning Party or by a third party to provide an end-user with working service. The Provisioning Party shall maintain one pair (first pair). Any pairs after the first pair will be considered spare pairs and will be made available to the Requesting Party. If no spare pairs are available to a particular end user and the end user has requested to change service providers, the Provisioning Party shall relinquish the pair it holds in reserve (the first pair) to the Requesting Party provided that the pair is "operational," i.e., the pair is capable of carrying end-user services based upon generally acceptable standards in the telecommunications industry. The Provisioning Party shall use best efforts to ensure that a pair is operational at the time of initial provisioning of the pair to the Requesting Party. If the Provisioning Party is subsequently advised by the

Requesting Party that a spare pair is not operational, the pair will be repaired or the next spare pair available will be provided to the Requesting Party for no additional nonrecurring charge.

Wiring Closet is defined as an interior enclosed room or enclosed area which contains the cross-connect field that is used as the interface between UNTW and building entrance or riser distribution cable, or equivalent functionality.

6. Attachment III shall be amended to include the following:

4.6.7 **Unbundled Network Terminating Wire (UNTW)**

4.6.7.1 Provisioning party agrees to offer its network terminating wire to requesting party pursuant to the following terms and conditions and rates set forth in attachment I. In those states where Sub Loop unbundling has not been ordered, BellSouth will consider it via the Bone Fide Request/New Business Request Process as set forth in Exhibit 1 of General Terms & Conditions Part A.

4.6.7.2 Both parties hereby agree that in new residential apartment complexes or other situations where installation of UNTW is feasible and permissible, then each party will install its own separate UNTW. Neither party will attempt to discourage a property owner from allowing separate installation of UNTW. In cases where BellSouth or Teligent install the inside wiring within each unit, a Network Interface will be installed coincident with the inside wiring which incorporates modular plug and jack connectivity that facilitates an end user's easy access to either or both carriers' services. In cases where neither BellSouth or Teligent install the inside wiring, both parties will meet to decide on a mutually acceptable Network Interface arrangement which incorporates plug and jack connectivity.

4.6.7.3 **Definition**

4.6.7.3.1 UNTW is twisted copper wire that extends from the Provisioning Parties Garden Terminal or Wiring Closet into an end users/tenant's multi-dwelling unit (MDU). The UNTW will not include a NID. In new construction, where possible and if allowed by the property owner, both Parties should install their own UNTW. Where the Parties share UNTW, the Provisioning Party shall install a minimum of six (6) pair, Category 3 or higher rated UNTW. In

existing construction, neither Party shall be required to install new or additional UNTW to provision the Services to the other Party, except as otherwise provided in this Agreement.

4.6.7.3.1.1

The Parties agree that interconnection of UNTW will occur at either a Garden Terminal or a Wiring Closet. If spare facilities are available in a residential multi-dwelling unit (MDU) or a business multi-tenant unit (MTU) building, the Provisioning Party shall use best efforts to make those facilities available to the Requesting Party, in accordance with the charges set forth in Attachment I and subject to Attachment VII Section 2.6.

7. Attachment VIII shall be amended to include the following:

2.6

Ordering and Provisioning Guidelines for Unsegmented Network Termination Vits

2.6.1

The parties agree to meet prior to the Requesting Party's issuance of a Service Order requesting to use the Provisioning Party's UNTW at the Garden Terminal or Wiring Closet. The purpose of this initial site survey meeting will be to verify spare facilities exist, to discuss specific procedures for interconnection and to set a mutually agreed upon due date for each site, procedures for the initial site preparation and for ordering of pairs on an ongoing basis at the particular MDU, which procedures shall be consistent in all respects with this Agreement. Additionally, the initial site visit will include the Provisioning Party's site set-up activities. Such requests for the initial site visit shall be made in writing to the appropriate Account Team assigned to the Requesting Party's account and shall communicate the Requesting Party's commitment to provide service to a computer. The Parties further agree that each will use best efforts to meet within five (5) business days after a written request for such meeting is received by either Party. In the event that the Provisioning Party refuses or otherwise fails to meet with the Requesting Party within the time frames specified in this Section, the due date for initial site preparation and any corresponding initial pair shall nevertheless be no later than the due dates set forth in paragraphs 2.6.1.7 and 2.6.2.7 below. Appropriate licenses, permits, and permissions to provide service in the particular MDU/MTU will be available upon the reasonable request by the Provisioning Party. The Provisioning Party and Requesting Party shall work cooperatively within the MDU/MTU.

Within the end user's premises, the Requesting Party shall install a Network Interface Device with modular plug and jack connectivity that

Additionally, the initial site visit will include the Provisioning Party's site set-up activities. Such requests for the initial site visit shall be made in writing to the appropriate Account Team assigned to the Requesting Party's account and shall communicate the Requesting Party's commitment to provide service to a complex. The Parties further agree that each will use best efforts to meet within five (5) business days after a written request for such meeting is received by either Party. In the event that the Provisioning Party refuses or otherwise fails to meet with the Requesting Party within the time frames specified in this Section, the due date for initial site preparation and any corresponding initial pair shall nevertheless be no later than the due dates set forth in paragraphs 2.6.1.7 and 2.6.2.7 below. Appropriate licenses, permits, and permissions to provide service in the particular MDU/MTU will be available upon the reasonable request by the Provisioning Party. The Provisioning Party and Requesting Party shall work cooperatively within the MDU/MTU.

Within the end user's premises, the Requesting Party shall install a Network Interface Device with modular plug and jack connectivity that will provide the end user with the capability to easily connect to either or both of the Provisioning and Requesting Party's network services.

- 2.6.1.1 Garden Terminal Interconnection. The following terms and conditions apply to Garden Terminal Interconnection:
- 2.6.1.2 Where Spare Capacity exists, the Provisioning Party shall provide access to the UNTW through the Garden Terminal to the Requesting Party, as specified below, in accordance with the schedule of prices set forth in Attachment I to this Agreement, which is incorporated herein by reference.
- 2.6.1.3 After the initial site survey and site set-up, the Requesting Party will install its Garden Terminal(s) or equivalent with tie-cable at the relevant MDU/MTU building(s) as agreed upon at the initial site meeting. Upon the issuance of a correct Service Order, the Provisioning Party will install an access terminal(s) in which the requested UNTW pairs will be terminated. The Provisioning Party will terminate the Requesting Party's interconnect cable on the Spare Pair(s) ordered by the Requesting Party. To ensure safety, the Requesting Party will electrically bond its outside plant protector units and cable shield, if shielded cable is used, to the same ground source used by the Provisioning Party. If the requesting party believes that the Provisioning Party's terminal is improperly grounded, then the Requesting Party will initiate discussions with the Provisioning Party in order to resolve any situation which could result in life/safety issues.

surrender the requisite number of its Spare Pair(s) if no other Spare Pair is available and upon request by Teligent.

- 2.6.1.7 The Parties agree that initial requests for access to the Provisioning Parties' Garden Terminals, Wiring Closets and associated UNTW (i.e., the initial site preparation) shall be provisioned and completed within thirty (30) calendar days after the issuance of a correct Service Order by the Requesting Party, unless the Parties, at the initial site meeting referenced in Paragraph 2.6.1 above, mutually agree otherwise in writing due to Special Construction requirements. Subsequent requests for pairs shall be handled on a per Service Order basis and shall be provisioned at the intervals set forth in paragraph 2.6.3 below.
- 2.6.2 **Wiring Closet Interconnection.** The following terms and conditions apply to Wiring Closet Interconnection:
- 2.6.2.1 A Provisioning Party shall provide access to Spare Pair(s) through Wiring Closet Interconnection to the Requesting Party in accordance with the schedule of prices set forth in Attachment I to this Agreement which is incorporated herein by reference.
- 2.6.2.2 After the initial site survey and site set-up for Wiring Closet Interconnection and upon the issuance of a correct Service Order, the Provisioning Party will terminate the ordered Spare Pair(s) on a cross connect panel at a mutually agreeable location within the wiring closet, which agreement shall not be unreasonably withheld by either Party. The Provisioning Party will use a 66-type connecting block. All requests for pairs shall be service order driven.
- 2.6.2.3 If the Provisioning Party has not yet installed its intra-building wiring, connections and terminations at an MDU, but it has received a Service Order from the Requesting Party for Wiring Closet Interconnection, the Provisioning Party shall install a minimum of six- (6-) pair UNTW capable of handling at least that number of pairs, in order to ensure an adequate number of pairs for both the Requesting Party's and the Provisioning Party's respective uses.
- 2.6.2.4 If either Party requires the use of additional pair(s) to provide for the activation of additional lines in an end-user's premises in response to a service order from such end-user, both Parties agree to surrender their inactive spare pair(s) upon request by the other Party.
- 2.6.2.5 If an end-user of Teligent desires to receive local exchange service from a service provider who is not a party to this Agreement, and such third-party service provider needs access to the BellSouth UNTW to provide

local exchange service to the end-user, then Teligent agrees to surrender the requisite number of its Spare Pair(s) if no other Spare Pair is available and upon request by BellSouth, which third-party termination shall be made at the Common Connecting Block.

- 2.6.2.6 If an end-user of BellSouth desires to receive local exchange service from a service provider who is not a party to this Agreement, and such third-party service provider needs access to Teligent's UNTW to provide local exchange service to the end-user, then BellSouth agrees to surrender the requisite number of its Spare Pair(s) if no other Spare Pair is available and upon request by Teligent, which third-party termination shall be made at the Common Connecting Block.
- 2.6.2.7 The Parties agree that initial requests for access to the Provisioning Parties UNTW shall be provisioned within thirty (30) calendar days after the issuance of a correct Service Order by the Requesting Party, unless the Parties, at the site meeting referenced in paragraph 2.6.1 above, mutually agree otherwise in writing to a lesser time frame or to a greater time frame due to Special Construction requirements. Subsequent requests for pairs shall be handled on a per Service Order basis and will be provisioned at the intervals set forth in paragraph 2.6.3 below
- 2.6.2.8 **Other Forms of MDU Premises Interconnection.** In the event that Teligent requests a form of MDU premises interconnection using UNTW that is substantially different than the forms of interconnection envisioned in this Agreement, any other agreement or BellSouth tariff, then Teligent will utilize the Bona Fide Request Process set forth in Exhibit I of General Terms and Conditions Part A of this Agreement to determine the appropriate means for interconnection and to establish rates.
- 2.6.3 **Coordination of Customer Coconversion.** For orders requiring order coordination activities for disconnects and/or number portability orders, BellSouth will charge Teligent an order coordination charge. Order coordination charges will be in accordance with the schedule of prices set forth in Attachment I of this Agreement, which is incorporated herein by reference.
8. Attachment I shall be amended to include the following:
9. Access to Unbundled Network Terminating Wire
The prices for access to Unbundled Network Terminating Wire are set forth in Table 2. The prices set forth in Table 2 shall be subject to true-

up once BellSouth has submitted cost studies as determined by the Commission.

TABLE 2

RATES FOR ACCESS TO UNBUNDLED NETWORK TERMINATING WIRE VIA GARDEN TERMINAL OR WIRING CLOSET INTERCONNECTION¹

	Nonrecurring Charge ²		Monthly Rate
	First Hour	Each 15 Minutes After First Hour	Per Pair. Per Month
Premise Visit for site survey and site set-up	\$90.00	\$15.00	
Premise visit for connection of UNTW Pairs, which includes the installation of access terminals and cross connect panels when needed.	\$90.00	\$15.00	
Each Subsequent Premise Visit for connection of additional pairs in existing access terminals and cross connect panels.	\$90.00	\$15.00	
Unbundled Network Terminating Wire ³			\$0.49
Order Coordination Fee Per Line	\$73.00 per line		
Order Coordination/Time Specific	\$53.00 per order		

Note 1:

The provisions and rates set forth in the above Table assume that (1) Spare UNTW Capacity in Garden Terminals and Wiring Closets exists; (2) no overtime is required by the Provisioning Party's technician when working the Requesting Party's request for service; and (3) no Special Construction is required.

The Parties agree that where no Spare Capacity exists in Garden Terminals and/or Wiring Closets or where Special Construction is required, the Requesting Party will utilize the *Bona Fide Request Process*, as set forth in Attachment 9, to establish the appropriate means of interconnection and final rates.

Note 2:

The rates set forth in the above Table are for technician premise visit during normal business hours, Monday through Saturday. For technician premise visits made on Sundays or Holidays, the applicable non-recurring charges are \$120.00 for the First

Hour and \$20.00 for each additional 15 minutes thereafter. Overtime rates will be billed where applicable.

Note 3:

Rates are to apply to each pair of UNTW provided to the Requesting Party by the Provisioning Party

9. The Parties agree that all of the other provisions of the Interconnection Agreement, dated November 24, 1997, shall remain in full force and effect.

10. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Florida Public Service Commission, 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.

Teligent, Inc.

Terr B Natel
Signature

Terr. B Natel
Name

Associate General Counsel
Title

7/16/98
Date

BellSouth Telecommunications, Inc.

[Signature]
Signature

Jerry Hendrix
Name

Director
Title

7/10/98
Date

VOTE SHEET

DECEMBER 1, 1998

RE: Approval of Minutes

Issue: October 6, 1998, Regular Commission Conference

APPROVED

COMMISSIONERS ASSIGNED: Full Commission

COMMISSIONERS' SIGNATURES

MAJORITY

DISSENTING

REMARKS/DISSENTING COMMENTS:

Chairman Johnson participated in the conference via teleconference. She agreed with ~~disseminated~~ from the majority vote and will sign the vote sheet upon return to Tallahassee.