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SEP 27 1998

BellSouth Telecommunications, Inc. 850 224-7798  
Suite 400 Fax 850 224-5073  
150 South Monroe Street  
Tallahassee, Florida 32301-1556

A. M. Lombardo  
Regulatory Vice President

October 27, 1998

98H/20-TP

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

Re: Approval of Amendments 5 & 6 to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Time Warner 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 Time Warner are submitting to the Florida Public Service Commission two amendments 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 Time Warner. The Commission approved the initial agreement between the companies in Order No. PSC-96-1215-FOF-TP issued September 24, 1996 in Docket 960719-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Time Warner 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.

- ACK \_\_\_\_\_
- AFA \_\_\_\_\_
- APP \_\_\_\_\_
- CAF \_\_\_\_\_
- CMU \_\_\_\_\_
- CTR \_\_\_\_\_
- EAG \_\_\_\_\_
- LEG \_\_\_\_\_
- LIN \_\_\_\_\_
- OPC \_\_\_\_\_
- RCH \_\_\_\_\_
- SEC \_\_\_\_\_
- WAS \_\_\_\_\_
- JTH \_\_\_\_\_

Very truly yours,  
  
*A. M. Lombardo*  
Regulatory Vice President  
(22)

RECEIVED & FILED  
*[Signature]*  
FPSC-BUREAU OF RECORDS

SEP 27 1998  
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**FIFTH AMENDMENT**

**TO**

**MASTER INTERCONNECTION AGREEMENT BETWEEN  
TIME WARNER COMMUNICATIONS AND  
BELLSOUTH TELECOMMUNICATIONS, INC. DATED JUNE 1, 1996**

Pursuant to this Agreement (the "Amendment"), Time Warner Communications ("Time Warner") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Master Interconnection Agreement between the Parties dated June 1, 1996 ("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, Time Warner and BellSouth hereby covenant and agree as follows:

1. The Parties agree that BellSouth will, upon request, provide and Time Warner 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 within the LATA for Time Warner's terminating local and intraLATA toll traffic and BellSouth's terminating local and intraLATA toll traffic along with transit 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 Article III. The only restriction to this arrangement is that all of Time Warner's NXXs must be associated with these access tandems, otherwise Time Warner must interconnect to each tandem where an NXX is "homed" for transit traffic switched to and from an Interexchange Carrier.

3. Local usage that cannot be recorded will be determined by applying Time Warner's reported Percent Local Usage as the parties shall develop as set forth in Article I of the Parties' June 1, 1996 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. All of the other provisions of the Interconnection Agreement shall remain unchanged and in full force and effect.

6. Either of the Parties is authorized to submit this Amendment to the appropriate Public Service Commissions for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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01 JUN 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.

TIME WARNER COMMUNICATIONS  
OF NORTH CAROLINA, L.P.,  
d/b/a Time Warner Telecom

By: Cathy Rank

DATE: 8/11/98

BELLSOUTH TELECOMMUNICATIONS,  
INC

By: Jay Ho

DATE: 8/12/98

TIME WARNER COMMUNICATIONS  
of the Mid-South, L.P.

By: Cathy Rank

DATE: 8/11/98

TIME WARNER AXS OF FLORIDA, L.P.  
d/b/a Time Warner Telecom

By: Cathy Rank

DATE: 8/11/98

**SIXTH AMENDMENT TO THE MASTER AGREEMENT BETWEEN  
TIME WARNER COMMUNICATIONS AND  
BELLSOUTH TELECOMMUNICATIONS, INC. DATED JUNE 1, 1996**

Pursuant to this Agreement (the "Amendment"), Time Warner Communications ("Time Warner") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Master Interconnection Agreement between the Parties dated June 1, 1996 ("Interconnection Agreement"). This Amendment shall be effective as of the execution of the Amendment by all Parties.

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, Time Warner and BellSouth hereby covenant and agree as follows:

1. Article X, Grade of Service is deleted in its entirety and will be replaced by a new Article X, Grade of Service that states as follows:

**ARTICLE X  
GRADE OF SERVICE**

- 10.1 A blocking standard of one half of one percent (.005) during the average busy hour for final trunk groups between a Company end office and BellSouth access tandem carrying meet point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (.01).
- 10.2 The date of the execution of the Sixth Amendment, BellSouth will engineer all interconnection trunks between BellSouth and the Companies to a 6 dB of digital pad configuration. Further, as of the date of the execution of this Amendment, BellSouth and Time Warner will cooperatively work to identify and convert all existing interconnection trunks to a 6 dB of digital pad configuration.
- 10.3 The Companies will waive any claims, damages, actions or causes of action that may result or result from the use of a 6 dB of digital pad configuration for interconnection trunks between BellSouth and the Companies. Further, the Companies shall indemnify BellSouth in regards to all claims, damages, action or causes of action brought by any third party that may result or result from the use of a 6dB of digital pad configuration for interconnection trunks between BellSouth and the Companies.
2. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate regulatory body having jurisdiction over 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.

TIME WARNER COMMUNICATIONS  
OF NORTH CAROLINA, L.P.,  
d/b/a Time Warner Telecom

By: *Cary Dand*

DATE: 8/17/98

BELLSOUTH TELECOMMUNICATIONS,  
INC.

By: *James H. [Signature]*

DATE: 8/18/98

TIME WARNER COMMUNICATIONS  
of the Mid-South, L.P.

By: *Cary Dand*

DATE: 8/17/98

TIME WARNER AXS OF FLORIDA, L.P.  
d/b/a Time Warner Telecom

By: *Cary Dand*

DATE: 8/17/98