

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Petition by AT&T Communications)
of the Southern States, Inc.)
for arbitration of certain terms)
and conditions of a proposed)
agreement with BellSouth)
Telecommunications, Inc.)
concerning interconnection)
and resale under the)
Telecommunications Act of 1996.)

Docket No. 960833-TP
Filed: 12/3/97

PETITION TO INTERVENE

Intermedia Communications Inc. (Intermedia), through its undersigned counsel hereby files this Petition to Intervene in this docket and as grounds would show:

- 1. The name and address of the petitioner is:

Intermedia Communications Inc.
3625 Queen Palm Drive
Tampa, Florida 33619-1309

- 2. Copies of notices, pleadings and documents in this proceeding should be provided to:

ACK _____ Patrick K. Wiggins Steve Brown
AFA 4 _____ Wiggins & Villacorta Intermedia Communications Inc.
APP _____ 501 East Tennessee St. 3625 Queen Palm Drive
CAF _____ P.O. Drawer 1657 Tampa, FL 33610-1309
Tallahassee, FL 32302

CMU Duraine Intermedia is a certificated Alternative Local Exchange
CTR _____ Carrier (ALEC) providing services in Florida. Intermedia and
EAG _____
LEG 2 BellSouth executed an interconnection agreement on June 21, 1996,
LIN 5 which was approved by the Commission in an order issued on July 1,
OPC _____ 1997 (Order No. PCS-97-0771-FOF-TP Docket No. 970314-TP). Also,
RCH _____
SEC 1 Intermedia resells BellSouth's services.

WAS _____
OPH Duraine

DOCUMENT NUMBER-DATE

12324 DEC-35

FPSC-RECORDS/REPORTING

4. In this proceeding, the Commission will determine the appropriate recurring and non-recurring rates for several specified elements. These elements are available to and may be used by Intermedia as well as other providers. Under Section XXI, More Favorable Provisions of the Intermedia-BellSouth interconnection agreement (Attachment A hereto), if BellSouth becomes obligated to provide interconnection, unbundled access to network elements or any other service related to interconnection, at rates more favorable than comparable under the Intermedia agreement, then Intermedia can substitute the more favorable rates, terms, or conditions, for relevant provisions of the agreement. Consequently, the Commission's consideration of the rates for and pricing of the elements shown on Attachment B will have an affect on Intermedia.

5. Although the Commission initially decided that intervention with full party status is not appropriate in section 252 arbitration proceedings, it has recently allowed intervention in this docket to another ALEC, i.e., American Communications Services, Inc. and American Communications Services of Jacksonville, Inc. The Commission granted the ALEC party status because it recognized that circumstances have changed so that the decision rendered by the Commission in this phase of the docket in fact will affect other persons. (Order No. PSC-96-0933-PCO-TP) Thus, Intermedia's intervention is appropriate at this time.

For the reasons stated above, Intermedia respectfully requests that the Commission grant its petition for intervention and permit

Intermedia to participate as a full party in this docket.

Dated this 3rd day of December 1997.



Patrick K. Wiggins
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Tallahassee, Florida 32302
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Counsel for Intermedia
Communications Inc.

E. BellSouth assumes no liability for the accuracy of the data provided to it. ICI and ICI agrees to indemnify and hold harmless BellSouth for any claim, action, use of action, damage, injury whatsoever, that may result from the supply of data from ICI to BellSouth in conjunction with the provision of any service provided pursuant to this Agreement.

F. BellSouth does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. BellSouth shall be indemnified, defended and held harmless by ICI or ICI's customer from any and all claims by any person relating to ICI's or ICI's customer's use of services so provided.

G. No license under patents (other than the limited license to use) is granted by BellSouth or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement. BellSouth will defend ICI against claims of patent infringement arising solely from the use by ICI of services offered pursuant to this Agreement and will indemnify ICI for any damages awarded based solely on such claims.

H. BellSouth's failure to provide or maintain services offered pursuant to this Agreement shall be excused by labor difficulties, governmental orders, civil commotion, criminal actions taken against BellSouth, acts of God and other circumstances beyond BellSouth's reasonable control.

I. This obligations of the Parties contained within this section shall survive the expiration of this Agreement.

XXI. More Favorable Provisions

A. In the event an appropriate regulatory agency or judicial body orders or directs BellSouth or ICI to provide any substantive portion of this Agreement in a way different than that provided for herein, including but not limited to BellSouth's provision of broadband exchange line services, the parties agree to implement said order so that the parties can incorporate the order on the same day that the order becomes effective. The parties agree that such action shall take place only after all administrative and judicial remedies have been exhausted. The party pursuing any administrative or judicial remedy agrees to apply the regulatory or judicial order retroactively to the date that the order was initially entered and apply simple interest at a rate based on the thirty day commercial paper rate for high grade, unsecured notes sold through dealers by major corporations in multiples of \$1,000.00 as regularly published in the Wall Street Journal. The preceding sentence shall survive the expiration of this Agreement.

B. In the event BellSouth executes an interconnection, unbundling and resale agreement with any other local exchange carrier, the parties agree that ICI shall be eligible to supersede this Agreement with the identical rates, terms and conditions contained in the BellSouth agreement with the other local exchange carrier. If ICI

chooses to adopt another agreement in its entirety, the parties agree that the effective day shall be the date the agreement is approved by the Commission.

C. In the event BellSouth files and receives approval for a tariff offering to provide any substantive service of this Agreement in a way different than that provided for herein, the parties agree that ICI shall be eligible for subscription to said service at the rates, terms and conditions contained in the tariff. The parties agree that such eligibility shall be as of the effective date of the tariff.

D. The Parties acknowledge that BellSouth will guarantee the provision of universal service as the carrier-of-last-resort throughout its territory in Florida until January 1, 1998 without contribution from ICI.

XXII. Treatment of Proprietary and Confidential Information

A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; or 3) previously known to the receiving party without an obligation to keep it confidential.

XXIII. Resolution of Disputes

Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will initially refer the issue to the individuals in each company that negotiated the Agreement. If the issue is not resolved within 30 days, either party may petition the Commission for a resolution of the dispute.

CERTIFICATE OF SERVICE

Docket No. 960833-TP

I HEREBY CERTIFY that a copy of Intermedia Communications Inc.'s Petition to Intervene has been furnished by U.S. Mail this 3rd day of December, 1997, on the following:

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