

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request for approval of amendment to interconnection agreement negotiated by BellSouth Telecommunications, Inc. and National Telecommunications of Florida, Inc. d/b/a NationalTel, pursuant to Sections 251, 252, and 271 of the Telecommunications Act of 1996.

DOCKET NO. 970238-TP
ORDER NO. PSC-97-0689-FOF-TP
ISSUED: June 11, 1997

The following Commissioners participated in the disposition of this matter:

JULIA L. JOHNSON, Chairman
SUSAN F. CLARK
J. TERRY DEASON
JOE GARCIA
DIANE K. KIESLING

FINAL ORDER APPROVING AMENDMENT
TO INTERCONNECTION AGREEMENT

BY THE COMMISSION:

On January 30, 1997, National Telecommunications of Florida, Inc. d/b/a NationalTel (National) and BellSouth Telecommunications, Inc. (BellSouth) executed an amendment to their interconnection, resale, and unbundling agreement and filed it with the Commission for approval on February 21, 1997. The initial agreement between the companies was approved in Order No. PSC-96-1511-FOF-TP, issued December 12, 1996. The parties are seeking approval of the amended agreement under the Telecommunications Act of 1996 (the Act). The agreement is attached to this order as Attachment A.

Both the Act and revised Chapter 364, Florida Statutes, encourage parties to enter into negotiated agreements to bring about local exchange competition as quickly as possible. If the parties reach a negotiated agreement, under 47 U.S.C. § 252(e), the agreement is to be filed with the state commission for approval.

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Under 47 U.S.C. § 252(e)(4), the state commission must approve or reject the agreement within 90 days after submission, or the agreement shall be deemed approved. 47 U.S.C. § 252(a)(1) requires that "the agreement shall include a detailed schedule of itemized charges for interconnection and each service or network element included in the agreement."

The amendment to the existing agreement provides the rates and terms regarding unbundled loops, loop cross-connections, and loop channelization. The parties agree that the prices shall be "trued-up" based on final prices either determined by further agreement or by final order of the Commission, or other body having jurisdiction over the subject matter of this amendment. The parties agree that they may continue to negotiate in an effort to obtain final prices for each of these items. If no agreement is reached within six months of this amendment, either party may petition the Commission to determine final rates for each item covered in this amendment.

Upon review of the proposed agreement, we believe that it complies with the Florida Statutes and the Telecommunications Act of 1996. However, approval of this agreement does not constitute a determination that BST has met the requirements of Section 271 of the Act.

Based on the foregoing,

It is ORDERED by the Florida Public Service Commission that the amendment to the interconnection, resale, and unbundling agreement between National Telecommunications of Florida, Inc. d/b/a NationalTel and BellSouth Telecommunications, Inc. is incorporated by reference in this order, and approved. It is further

ORDERED that any subsequent supplements or modifications to the agreement must be filed with this Commission for review under the provisions of 47 U.S.C. Section (252)(e). It is further

ORDERED that this docket shall be closed.

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BY ORDER of the Florida Public Service Commission this 11th,
day of June, 1997.



BLANCA S. BAYO, Director
Division of Records and Reporting

(S E A L)

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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

INTERCONNECTION AGREEMENT BETWEEN
NATIONAL TEL AND
BELLSOUTH TELECOMMUNICATIONS, INC. DATED JULY 19, 1996

Pursuant to this Agreement (the "Amendment"), National Tel and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated July 19, 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, National Tel and BellSouth hereby covenant and agree as follows:

1. The Parties agree that BellSouth will, upon request, provide and National Tel will accept and pay for (1) loops, (2) loop cross-connections and (3) loop channelization in accordance with the schedule of prices set forth in Attachment C-2 to this Amendment which is incorporated herein by reference, in and for the states reflected on Attachment C-2.

2. The Parties agree that the prices reflected herein shall be "true-up" (up or down) based on final prices either determined by further agreement or by final order (including any appeals) of the relevant public service commission or other body having jurisdiction over the subject matter of this Amendment, which final order meets the criteria contained in paragraph 4 hereof. The "true-up" will consist of comparing the actual volumes and demand for each item, together with the price associated with such item by this Amendment, with the final prices determined for each item. Each party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records of the Parties regarding the amount of such "true-up," the Parties agree that the body having jurisdiction over the matter for the affected states shall be called upon to resolve such differences or that they will submit the matter to commercial arbitration in accordance with the terms contained in Article XIV of the Interconnection Agreement.

3. The Parties agree that they may continue to negotiate as appropriate in an effort to obtain final prices for each of these items, but in the event that no such agreement is reached within six (6) months of this Amendment (which time can be extended by mutual agreement of the Parties) either party may petition the public service commission or other regulatory body to resolve such disputes and to determine final rates for each of the items covered by this Amendment. Alternatively, upon their mutual agreement, the parties may submit the matter to commercial arbitration in accordance with the terms contained in Article XIV of the Interconnection Agreement.

4. Any final order that forms the basis of a "true-up" under this Amendment shall meet the following criteria:

(a) It shall be in a proceeding to which National Tel and BellSouth are entitled to be full parties to the proceeding.

(b) It shall apply the provisions of the Telecommunications Act of 1996, including, but not limited to, Section 252(d)(1) and all effective implementing rules and regulations; provided that said Act and such regulations are in effect at the time of the final order.

(c) It shall include as an issue the geographic deaveraging of unbundled element rates, which deaveraged rates, if any are required by said final order, shall form the basis of any "true-up."

5. The Parties agree that all of the other provisions of the Interconnection Agreement, dated July 19, 1996, shall remain in full force and effect. Nothing in this Amendment shall in any way limit National Tel's ability to select substitute rates for local loops, loop cross connects, or loop channelization pursuant to the terms of Article XXII of the Interconnection Agreement relating to "most favorable" treatment.

6. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate state 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.

NATIONAL TEL, INC.

By: Mark A. Manner

DATE: January 29, 1997

BELLSOUTH TELECOMMUNICATIONS,
INC.

By: [Signature]

DATE: January 30, 1997

ATTACHMENT C-2

States: Alabama Florida Georgia Kentucky

Rate Elements	Alabama Monthly	Alabama Nonrecurring*	Florida Monthly	Florida Nonrecurring*	Georgia Monthly	Georgia Nonrecurring*	Kentucky Monthly	Kentucky Nonrecurring*
Unbundled Exchange Access Loop**								
2-Wire Analog	\$18.00	\$55.20	\$17.00	\$44.80	\$17.00	\$25.80	\$17.00	\$58.40
4-Wire Analog	\$28.80	\$55.20	\$27.20	\$44.80	\$27.20	\$25.80	\$27.20	\$58.40
2-Wire ADSL/HDSL	\$18.00	\$55.20	\$17.00	\$44.80	\$17.00	\$25.80	\$17.00	\$58.40
4-Wire HDSL	\$28.80	\$55.20	\$27.20	\$44.80	\$27.20	\$25.80	\$27.20	\$58.40
2-Wire TSDN Digital	\$28.80	\$55.20	\$27.20	\$44.80	\$27.20	\$25.00	\$27.20	\$58.40
Cross-Connects								
2-Wire Analog	\$0.30	\$18.40	\$0.30	\$15.20	\$0.30	\$12.60	\$0.30	\$16.00
4-Wire Analog	\$0.50	\$18.40	\$0.50	\$15.20	\$0.50	\$12.60	\$0.50	\$16.00
Loop Channelization								
Equipment	\$400.00	\$525.00	\$400.00	\$525.00	\$400.00	\$525.00	\$400.00	\$525.00
Per Line	\$1.15	\$8.00	\$1.15	\$8.00	\$1.15	\$8.00	\$1.15	\$8.00

* These rates reflect 80% of the Business Service Connection Charge. If the Business Service Connection Charge is modified, this rate will become 80% of the revised rate.

** In the event that an unbundled loop ordered by National Tel is part of an Integrated Digital Loop Carrier (IDLC) system, the loop will be unbundled from the IDLC and provided to National Tel in accordance with the corresponding rates specified above.

ATTACHMENT C-2

States: Louisiana Mississippi North Carolina South Carolina

Rate Elements	Monthly	Nonrecurring*	Monthly	Nonrecurring*	Monthly	Nonrecurring*	Monthly	Nonrecurring*
Unbundled Exchange Access Loop**								
2-Wire Analog	\$17.00	\$68.00	\$22.00	\$53.36	\$17.00	\$33.00	\$18.00	\$51.20
4-Wire Analog	\$27.20	\$68.00	\$35.20	\$53.36	\$27.20	\$33.00	\$28.80	\$51.20
2-Wire ADSL/HDSL	\$17.00	\$68.00	\$22.00	\$53.36	\$17.00	\$33.00	\$18.00	\$51.20
4-Wire HDSL	\$27.20	\$68.00	\$35.20	\$53.36	\$27.20	\$33.00	\$28.80	\$51.20
2-Wire ISDN Digital	\$27.20	\$68.00	\$35.20	\$53.36	\$27.20	\$33.00	\$28.80	\$51.20
Cross-Connects								
2-Wire Analog	\$0.30	\$20.80	\$0.30	\$13.00	\$0.30	\$11.60	\$0.30	\$8.00
4-Wire Analog	\$0.50	\$20.80	\$0.50	\$13.00	\$0.50	\$11.60	\$0.50	\$8.00
Loop Channelization								
Equipment	\$400.00	\$525.00	\$400.00	\$525.00	\$400.00	\$525.00	\$400.00	\$525.00
Per Line	\$1.15	\$8.00	\$1.15	\$8.00	\$1.15	\$8.00	\$1.15	\$8.00

* These rates reflect 80% of the Business Service Connection Charge. If the Business Service Connection Charge is modified, this rate will become 80% of the revised rate.

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States: Tennessee

Rate Elements	Monthly	Nonrecurring*
Unbundled Exchange Access Loop**		
2-Wire Analog	\$18.00	\$46.80
4-Wire Analog	\$28.80	\$46.80
2-Wire ADSL/HDSL	\$18.00	\$46.80
4-Wire HDSL	\$28.80	\$46.80
2-Wire ISDN Digital	\$28.80	\$46.80
Cross-Connects		
2-Wire Analog	\$0.30	\$19.20
4-Wire Analog	\$0.60	\$19.20
Loop Channelization		
Equipment	\$400.00	\$525.00
Per Line	\$1.15	\$8.00

* These rates reflect 80% of the Business Service Connection Charge. If the Business Service Connection Charge is modified, this rate will become 80% of the revised rate.

** In the event that an unbundled loop ordered by National Tel is part of an Integrated Digital Loop Carrier (IDLC) system, the loop will be unbundled from the IDLC and provided to National Tel in accordance with the corresponding rates specified above.

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