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October 14, 1997

BY HAND DELIVERY

Ms. Blanca Bayo, Director
Division of Records and Reporting
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket No. 960833-TP

Dear Ms. Bayo:

Enclosed are an original and fifteen copies of American Communications Services, Inc. and American Communications Services of Jacksonville, Inc.'s Petition to Intervene in the above referenced docket.

Please indicate receipt of this document by stamping the enclosed extra copy of this letter.

Thank you for your assistance in this matter.

Sincerely,

Norman H. Horton, Jr.
Norman H. Horton, Jr.

- ACK _____
- AFA _____
- APP _____
- CAF _____
- CMU _____
- CTR _____
- EAG _____
- LEG 1 NHH:amb
- LIN 5 Enclosures
- OFC _____ cc: James Falvey, Esq.
- RCH _____ Parties of Record
- SEC 1
- WAS _____
- OTH _____

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FPSC - Records/Reporting

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by AT&T Communications)	
of the Southern States, Inc. for arbitration)	
of certain terms and conditions of a)	
proposed agreement with BellSouth)	Docket No. 960833-TP
Telecommunications, Inc. concerning)	Filed: October 14, 1997
interconnection and resale under the)	
Telecommunications Act of 1996.)	
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PETITION TO INTERVENE

American Communications Services, Inc. and American Communications Services of Jacksonville, Inc. ("ACSI" and "ACSI-Jacksonville"), through its undersigned herewith file this Petition to Intervene in this docket and as grounds would show:

1. The name and address of petitioner is:

American Communications Services, Inc.
 131 National Business Parkway, Suite 100
 Annapolis Junction, MD 20701.

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

to:

Norman H. Horton, Jr.
 Messer, Caparello & Self, P.A.
 215 S. Monroe St., Suite 701
 P. O. Box 1876
 Tallahassee, FL 32302-1876

James C. Falvey
 American Communication Services, Inc.
 131 National Business Parkway, Suite 100
 Annapolis Junction, MD 20701

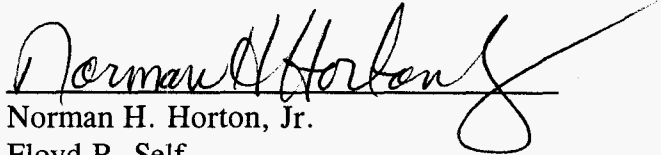
3. ACSI-Jacksonville is a certificated Alternative Local Exchange Carrier ("ALEC") providing services in Florida. ACSI is a party to an Interconnection Agreement with BellSouth approved by this Commission on December 12, 1996 in Docket No. 960969-TP. Additionally, ACSI resells BellSouth services.

4. In this proceeding, the Commission is going to determine the appropriate recurring and non-recurring rates for several specified elements. These elements are available to and may be used by ACSI as well as other providers. Under section XXII, Most Favorable Provisions of the ACSI-BellSouth 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 ACSI agreement, then ACSI 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 ACSI.

5. Initially the Commission embraced the position in this docket that “intervention with full party status is not appropriate” in section 252 arbitration proceedings. Order No. PSC-96-0933-PCO-TP. Since arbitration contemplates that only the party requesting interconnection and the incumbent LEC would be parties to the negotiations. This proceeding has progressed beyond the initial arbitration and the Commission has reached a decision on the original petition. Even though the current review is being conducted in the same docket as the initial arbitration, the decision rendered by the Commission in this phase of the docket will affect other persons, thus intervention is appropriate at this time.

Accordingly, ACSI and ACSI-Jacksonville requests the Commission grant its petition for Intervention and permit ACSI to participate as a full party in this docket.

Respectfully submitted

A handwritten signature in cursive script, reading "Norman H. Horton, Jr.", written over a horizontal line.

Norman H. Horton, Jr.

Floyd R. Self

Messer, Caparello & Self, P.A.

215 S. Monroe Street, Suite 701

P.O. Box 1876

Tallahassee, FL 32302-1876

(904) 222-0720

Attorneys for American Communications Services of
Jacksonville, Inc.

XXII. MOST FAVORABLE PROVISIONS

- A. If as a result of any proceeding before any Court, Commission, or the FCC, any voluntary agreement or arbitration proceeding pursuant to the Act, or pursuant to any applicable federal or state law, BellSouth becomes obligated to provide interconnection, number portability, unbundled access to network elements or any other services related to interconnection, whether or not presently covered by this Agreement, to another telecommunications carrier operating within a state within the BellSouth territory at rates or on terms and conditions more favorable to such carrier than the comparable provisions of this Agreement, then ACSI shall be entitled to add such network elements and services, or substitute such more favorable rates, terms or conditions for the relevant provisions of this Agreement, which shall apply to the same states as such other carrier and such substituted rates, terms or conditions shall be deemed to have been effective under this Agreement as of the effective date thereof to such other carrier.
- B. If the more favorable provision is a result of the action of an appropriate regulatory agency or judicial body, whether commenced before or after the effective date of this Agreement, the Parties agree to incorporate such order in this Agreement as of its effective date. 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 the Companies shall be eligible for subscription to said service at the rates, terms and conditions contained in tariffs as of the effective date of the tariff.
- C. In the event that BellSouth provides interconnection and/or temporary number portability arrangements via tariff or has or enters into an interconnection and or temporary number portability agreement with another entity, BellSouth will permit ACSI an opportunity to inspect such tariff or agreement and, upon ACSI's request, BellSouth will immediately offer ACSI an agreement on the same material terms with effect from the date BellSouth first made such tariff effective or entered into such arrangement and for the remainder of the term of this Agreement. The other items covered by this Agreement and not covered by such tariff or agreement shall remain unaffected and as to such items this Agreement shall remain in effect.
- D. In the event that BellSouth is required by an FCC or a state commission decision or order to provide any one or more terms of interconnection or other matters covered by this Agreement that individually differ from any one or more corresponding terms of this Agreement, ACSI may elect to amend this Agreement to reflect all of such differing terms (but not less than all) contained in such decision or order, with effect from the date ACSI makes such election. The other items covered by this Agreement and not covered by such decision or order shall remain unaffected and as to such items this Agreement shall remain in effect.

In re: Petition by AT&T)
Communications of the Southern)
States, Inc., for arbitration) Docket No. 960833-TP
of certain terms and conditions)
of a proposed agreement with)
BellSouth Telecommunications,)
Inc. concerning interconnection)
and resale under the)
Telecommunications Act of 1996)

**BELLSOUTH TELECOMMUNICATIONS, INC.'s PROPOSED ISSUES
FOR REPLACEMENT OF INTERIM RATES WITH PERMANENT RATES**

What is the appropriate permanent recurring and non-recurring rate for the following elements:

- (a) Unbundled network interface device;
- (b) Network interface device access;
- (c) 2-wire/4-wire sub-loops;
- (d) Virtual collocation;
- (e) Physical collocation;
- (f) Directory transport (DSI only);
- (g) Dedicated transport (DSI only); and
- (h) 4-wire analog port.

CERTIFICATE OF SERVICE

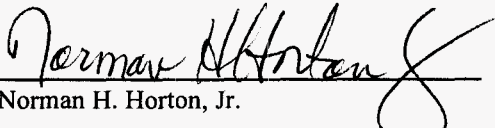
I HEREBY CERTIFY that true and correct copies of Petition to Intervene in Docket No. 960833-TP have been served upon the following parties by Hand Delivery (*) and/or U.S. Mail this 14th day of October, 1997.

Monica Barone, Esq.*
Division of Legal Services, Room 370
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Ms. Nancy White
c/o Ms. Nancy Sims
BellSouth Telecommunications, Inc.
150 S. Monroe Street, Suite 400
Tallahassee, FL 32301

Tracy Hatch, Esq
AT&T
101 N. Monroe St., Suite 700
Tallahassee, Florida 32301

Marsha E. Rule, Esq.
AT&T
101 N. Monroe St., Suite 700
Tallahassee, Florida 32301


Norman H. Horton, Jr.