

BellSouth Telecommunications, Inc Suite 400 150 South Monroe Street Tallahassee, Florida 32301-1556

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November 12, 1999

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

850 224-7798

Fax 850 224-5073

Marshall M. Criser III Regulatory Vice President

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Golden Harbor of Florida d/b/a Hometown Telephone, Inc. pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

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991717-TP

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and Golden Harbor of Florida d/b/a Hometown Telephone, Inc. are submitting to the Florida Public Service Commission an amendment 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 Golden Harbor of Florida d/b/a Hometown Telephone, Inc. The commission approved the initial agreement between the companies in Order 98-0777 issued June 8, 1999 in Docket 980309-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Golden Harbor of Florida d/b/a Hometown Telephone, Inc. 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.

Very truly yours,

**Regulatory Vice President** 

12# EIVED & FILED BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

FPSC-RECORDS/REPORTING

## ATTACHMENT TO TRANSMITTAL LETTER

The Amendment entered into by and between Golden Harbor of Florida d/b/a Hometown Telephone, Inc. and BellSouth Telecommunications, Inc., dated 10/11/1999, for the state(s) of Florida consists of the following:

| ITEM      | NO.   |
|-----------|-------|
|           | PAGES |
| Amendment | 3     |
|           |       |
| TOTAL     | 3     |

## Amendment No. 3 to Master Interconnection Agreement by and between BellSouth Telecommunications, Inc. and Golden Harbor of Florida d/b/a Hometown Telephone, Inc. dated December 24, 1997

This Agreement ("the Amendment") refers to the Interconnection Agreement ("the Agreement") entered into by Golden Harbor of Florida d/b/a Hometown Telephone, Inc. ("HTI") and BellSouth Telecommunications, Inc. ("BellSouth") on December 24, 1997, as amended on October 19, 1998 and August 12, 1998. This Amendment ("Amendment") may refer to HTI and BellSouth or both as "Party" or "Parties" and shall be deemed effective on the date executed by the 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, HTI and BellSouth hereby covenant and agree as follows:

1. The Parties agree to delete the table of Operational Support System (OSS) Rates contained in Section 2, Local Service Resale, of Part IV, Exhibit A (Amended), of their existing Agreement in its entirety and replace it with the new OSS rates as follows:

| OPERATIONAL      | Electronic                     | Manual                         |
|------------------|--------------------------------|--------------------------------|
| SUPPORT SYSTEMS  | Per LSR received from the CLEC | Per LSR received from the CLEC |
| (OSS) RATES      | by one of the OSS interactive  | by means other than one of the |
|                  | interfaces                     | OSS interactive interfaces     |
| OSS Order Charge | \$3.50                         | \$19.99                        |

In addition to the OSS charges, applicable discounted service order and related charges apply per the tariff.

2. The Parties agree to delete Section 9, <u>Operational Support Systems (OSS) Rates</u>, contained in Part IV, Exhibit A (Amended) of their existing Agreement.

3. The Parties agree to rename Section 8, <u>Electronic Interfaces</u>, contained in Part IV, Exhibit A (Amended) of the Agreement as <u>Operational Support Systems (OSS) Rates</u> and to replace the language therein in its entirety with the language below.

## **Operational Support Systems (OSS) Rates**

The costs associated with implementing the OSS electronic interfaces should be shared equitably among all parties who benefit from those interfaces. Rates for Operational Support Systems are set forth in Table 1. In addition to OSS charges, applicable service order and related charges apply per tariff.

Golden Harbor of Florida d/b/a Hometown Amendment No. 3 - OSS Page 1 of 3 4. The Parties agree to delete the following OSS rates contained in Table 1 contained in Part IV, Exhibit A (Amended) of their existing Agreement as follows:

| OPERATIONAL SUPPORT SYSTEM   |          |
|--|----------|
| OSS Interactive Ordering and Trouble Maint., Estab., per user                  | \$ 50.00 |
| NRC  | \$100.00 |
| OSS Order charge, per LSR received from the CLEC by one of the OSS interactive |          |
| interfaces   | \$ 10.80 |
| Incremental charge per LSR received from the CLEC by means other than one of   |          |
| the OSS interactive interfaces   | \$ 22.00 |

5. The Parties agree to add the following OSS rates to Table 1 of contained in Part IV, Exhibit A of their existing Agreement as follows:

| OPERATIONAL SUPPORT SYSTEMS   |         |
|---|---------|
| OSS Order charge, per LSR received from the CLEC by one of the OSS interactive                              | \$3.50  |
| interfaces  |         |
| Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces | \$19.99 |

6. The Parties agree that HTI will incur the mechanized rate for all LSRs, both electronic and manual, if the percentage of mechanized LSRs to total LSRs exceeds the threshold percentages shown below:

| Year | Ratio: Mechanized/Total LSRs |
|------|------------------------------|
| 1999 | 70%                          |
| 2000 | 80%                          |
| 2001 | 90%                          |

The threshold plan will be discontinued in 2002.

7. The Parties agree that any charges BellSouth is unable to bill on March 1, 1999 will be trued up on or about July 1, 1999.

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

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

**Golden Harbor of Florida** d/b/a Hometown Telephone, Inc.

Sig hature

(IRRY ) Name

Free: Vice Pusid 9/30/99 Title

Date

BellSouth Telecommunications, Inc.

Signature

Jerry D. Hendrix Name

Sr. Director - Interconnection Services Title

10/11/99 Date

Golden Harbor of Florida d/b/a Hometown Amendment No. 3 - OSS Page 3 of 3