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BellSouth Telecommunications, Inc. Suite 400 150 South Monroe Street Tallahassee, Florida 32301-1556 850 224-7798 Fax 850 224-5073 RECORDS AND REPORTING Marshall M. Criser III Regulatory Vice President

December 16, 1999

ORIGINAL 991960 -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 an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Adelphia Business Solutions of Jacksonville, Inc. 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 Adelphia Business Solutions of Jacksonville, 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 Adelphia Business Solutions of Jacksonville, Inc

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Adelphia Business Solutions of Jacksonville, 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,

Marshall M. Crusin III. Regulatory Vice President

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ATTACHMENT TO TRANSMITTAL LETTER

The Agreement entered into by and between Adelphia Business Solutions of Jacksonville, Inc. and BellSouth Telecommunications, Inc., dated 11/10/1999, for the state(s) of Florida consists of the following:

ITEM	NO. PAGES
Amendment	4
TOTAL	4

AMENDMENT

TO

ADELPHIA BUSINESS SOLUTIONS OF JACKSONVILLE, INC./BELLSOUTH INTERCONNECTION AGREEMENT DATED MARCH 11, 1999

Pursuant to this Amendment to Adelphia Business Solutions of Jacksonville, Inc./BellSouth Interconnection Agreement (the "Amendment"), for the state of Florida, Adelphia Business Solutions of Jacksonville, Inc. ("Adelphia") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend the Adelphia/BellSouth Interconnection Agreement dated March 11, 1999 ("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, Adelphia and BellSouth hereby covenant and agree as follows:

- 1. BellSouth shall make available to Adelphia Branding for Operator Call Processing and Directory Assistance under the following terms:
 - 1.1 The BellSouth Operator Systems Branding Feature Provides a definable announcement to Adelphia end users using Directory
 Assistance(DA)/Operator Call Processing (OCP) prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows Adelphia to have its calls custom branded with the Adelphia name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for Custom Branding, Operator Call Process, and Directory Assistance are set forth in Exhibit A.
 - 1.2 BellSouth offers four services levels of branding to Adelphia when ordering Directory Assistance and/or Operator Call Processing.
 - 1.2.1 Service Level 1 BellSouth Branding
 - 1.2.2 Service Level 2 Unbranded
 - 1.2.3 Service Level 3 Custom Branding
 - 1.2.4 Service Level 4 Self Branding (applicable only to Adelphia for Resale, or use with an Unbundled Port when routing to an operator service provider other than BellSouth).
 - 1.3 Branding for Resale and use with an Unbundled Port
 - 1.3.1 BellSouth Branding is the Default Service Level.
 - 1.3.2 Unbranding, Custom Branding, and Self Branding require Adelphia to order selective routing for each originating BellSouth end office identified by Adelphia. Rates for Selective Routing are set forth in Exhibit A.

- 1.3.3 Custom Branding and Self Branding require Adelphia to order dedicated trunking from each BellSouth end office identified by Adelphia, to either the BellSouth Traffic Operator Position System (TOPS) or the Adelphia Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.
- 1.3.4 Unbranded Directory Assistance and or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by Adelphia to the BellSouth TOPS. These calls are routed to "No Announcement."
- 1.4 Branding for Facilities Based carriers
- 1.4.1 All Service Levels require Adelphia to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.
- 1.4.2 Custom Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, IVS and NAV equipment for which Adelphia requires service.

Directory Assistance customized branding uses:

- · the recording of the name
- the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

Operator Call Processing customized branding uses:

- the recording of the name
- the front-end loading of the DRAM in the TOPS Switch
- the back-end loading in the audio units in the Automated Alternate Billing System (AABS) in the Interactive Voice Subsystem (IVS)
- the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).
- 2. If Adelphia purchases unbundled local BellSouth switching and/or resells BellSouth local exchange service. BellSouth will provide to Adelphia selective routing of calls to a requested directory assistance services platform or operator services platform. Adelphia customers may use the same dialing arrangements as BellSouth customers, but obtain a Adelphia branded service.

- 2. All of the other provisions of the Interconnection Agreement shall remain unchanged and in full force and effect.
- 3. Either or both of the Parties shall submit this Amendment to the Florida 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.

Adelphia Business Solutions of Jacksonville, Inc.	BellSouth Telecommunications, Inc.
Signature	Signature
John B Glicksman Printed Name	Printed Name / Hendrix
Vice President & General Counsel Title	Sr. Director
11-4-99 Date	11/10/99 Date

EXHIBIT A

The recording and loading charges are non-recurring unless Adelphia elects to change the recorded name or requires access to additional TOPS Switches. Customized Branding is limited to Adelphia.

RECORDING AND LOADING CHARGES FOR CUSTOM BRANDING		
Professional recording of name (DA alone)	\$2,500.00	
Professional recording of name (OCP alone)	\$4,500.00	
Professional recording of name (DA and OCP)	\$4,500.00	
DRAM or front-end loading, per TOPS switch	\$250.00	
AABS or back-end loading, per IVS	\$225.00	
EBAS or 0- automation loading, per NAV shelf	\$270.00	

SELECTIVE ROUTING			
	Recurring Rate	Non-Recurring Rate	
Selective Routing for Line	\$0.00	\$230.00, Per End Office, Per Line	
CLASS Code		CLASS code	