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Marshall M. Criser III
Regulatory Vice President

RECORDS AND
REPORTING

November 3, 1999

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

991674-TP

Re: Docket 991232-TP Approval of two Amendments to the Interconnection Agreement
Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Chapel Services,
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
Chapel Services, Inc. are submitting to the Florida Public Service Commission two
amendments 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 Chapel Services, Inc.

Pursuant to section 252(e) of the Act, the Commission is charged with approving
or rejecting the negotiated agreement between BellSouth and Chapel Services, 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. Criser III
Regulatory Vice President

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FPSC-RECORDS/REPORTING

**Amendment to the Interconnection Agreement
By and Between BellSouth Telecommunications, Inc.
And Chapel Services, Inc. Dated August 6, 1999**

This Agreement refers to the Interconnection Agreement ("the Agreement") entered into by Chapel Services, Inc. ("Chapel Services") and BellSouth Telecommunications, Inc. ("BellSouth") on August 6, 1999. This Amendment ("Amendment") is made by and between Chapel Services and BellSouth and shall be deemed effective on the date executed by Chapel Services and BellSouth.

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, Chapel Services and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. The General Terms and Conditions are hereby amended to delete the following language:

The rates, terms and conditions contained within the General Terms and Conditions were negotiated as a whole and each term and condition within the General Terms and Conditions is interdependent upon the other terms and conditions.

2. Attachment 2 - Access to Unbundled Network Elements is hereby amended to delete the following language:

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.

And the following language is inserted in its place:

Attachment 2 consists of the following sections:

- Unbundled Loops
- Integrated Digital Loop Carriers
- Network Interface Device
- Unbundled Loop Concentration (ULC) System
- Sub Loops
- Local Switching
- Transport
- Tandem Switching
- Operator Systems
- Signaling
- Signaling Transfer Points (STPs)
- Service Control Points/Databases
- Dark Fiber
- SS7 Network Interconnection
- Basic 911 and E911
- Line Information Database (LIDB)
- Calling Name (CNAM) Database Service

Each of these sections contains terms and conditions that are applicable to each individual section. Rates for each section are also applicable but are contained in Exhibit C.

3. Attachment 3 - Local Interconnection is hereby amended to delete the following language:

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.

And the following language is inserted in its place:

All negotiated rates, terms and conditions set forth in this Attachment pertain to the provision of local interconnection.

4. Attachment 4 - Physical Collocation, as amended on September 8, 1999, is hereby amended to delete the following language:

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.

And the following language is inserted in its place:

All negotiated rates, terms and conditions set forth in this Attachment pertain to the provision of physical collocation.

5. Attachment 5 - Access to Numbers and Number Portability is hereby amended to delete the following language:

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.

6. Section 1 of Attachment 5 - Access to Numbers and Number Portability is hereby deleted in its entirety and replaced with the following language:

1. Non-Discriminatory Access to Telephone Numbers

All negotiated rates, terms and conditions set forth in this Attachment pertain to the provisioning of local number portability.

During the term of this Agreement, Chapel Services shall contact Lockheed Martin for the assignment of numbering resources. In order to be assigned a Central Office Code, Chapel Services will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).

7. Attachment 6 - Ordering and Provisioning is hereby amended to delete the following language:

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.

And the following language is inserted in its place:

All negotiated rates, terms and conditions set forth in this Attachment pertain to ordering and provisioning.

8. Attachment 7 - Billing and Billing Accuracy Certification is hereby amended to delete the following language:

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.

And the following language is inserted in its place:

All negotiated rates, terms and conditions set forth in this Attachment pertain to billing and billing accuracy certification.

9. Attachment 8 - Rights-of-Way, Conduits, and Pole Attachments is hereby amended to delete the following language:

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.

10. The General Terms and Conditions are amended by deleting in its entirety the second 'WHEREAS' clause at the beginning of the General Terms and Conditions and shall be replaced with the following language:

WHEREAS, CSI is or seeks to become an alternative local exchange telecommunications company ("CLEC") authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

11. All of the other provisions of the Agreement shall remain unchanged and in full force and effect.

12. Either or both of the Parties is authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies 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.

Capital Services, Inc.

Signature

J. LEE MURPHY

Printed Name

PRESIDENT

Title

11-2-99

Date

Rollouth Telecommunications, Inc.

Signature

Jerry D. Hendrix

Printed Name

Sr. Director

Title

11/3/99

Date

**Amendment to the Resale Agreement
By and Between BellSouth Telecommunications, Inc.
And Chapel Services, Inc. Dated February 12, 1999**

This Agreement refers to the Resale Agreement ("the Agreement") entered into by Chapel Services, Inc. ("Chapel Services") and BellSouth Telecommunications, Inc. ("BellSouth") on February 12, 1999. This Amendment ("Amendment") is made by and between Chapel Services and BellSouth and shall be deemed effective on the date executed by Chapel Services and BellSouth.

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, Chapel Services and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. Attachment 1 - Resale is hereby amended to delete the following language:

The rates, terms and conditions contained in this Attachment were negotiated as a whole and each rate, term and condition within this Attachment is interdependent upon the other rates, terms and conditions.

2. The second paragraph of Section 3.1 of Attachment 1 is hereby deleted in its entirety and replaced with the following language:

All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other services specified in this Attachment. BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this agreement and subject to the exclusions and limitations set forth in Exhibit B to this agreement. BellSouth does not however waive its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. BellSouth reserves the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.

3. All of the other provisions of the Agreement shall remain unchanged and in full force and effect.

4. Either or both of the Parties is authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies 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.

Chapel Services, Inc.

Signature

Printed Name

Title

Date

BellSouth Telecommunications, Inc.

Signature

Printed Name

Title

Date

[Signature]
ELBE MURPHY
PRESIDENT
11-3-99

[Signature]
Jerry D. Hendrix
Sr. Director
11/3/99