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Legal Department



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July 11, 2001

Ms. Blanca S. Bayo
Division of the Commission Clerk
and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. *010956-TP*
Petition for Approval of Supplemental Agreement No. 1 Between Verizon
Florida Inc. and Adelphia Business Solutions Investment, LLC f/k/a Adelphia
Business Solutions of Florida Inc. f/k/a Hyperion Communications of Florida,
LLC

Dear Ms. Bayo:

Please find enclosed for filing an original and five copies of Verizon Florida Inc.'s
Petition for Approval of Supplemental Agreement No. 1 with Adelphia Business
Solutions Investment, LLC f/k/a Adelphia Business Solutions of Florida Inc. f/k/a
Hyperion Communications of Florida, LLC. The Supplemental Agreement consists of
a total of 9 pages. Service has been made as indicated on the Certificate of Service.
If there are any questions regarding this matter, please contact me at (813) 483-2617.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Kimberly Caswell", is written over the typed name.

Kim
Kimberly Caswell

KC:tas
Enclosures

RECEIVED & FILED
RXM
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
08450 JUL 11 2001
FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

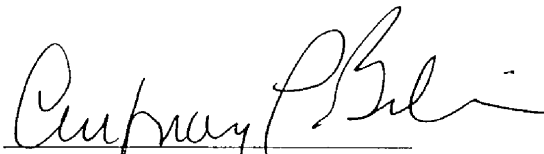
In re: Petition for Approval of Supplemental) Docket No. 010956-TP
Agreement No. 1 Between Verizon Florida Inc.) Filed: July 11, 2001
and Adelphia Business Solutions Investment, LLC)
f/k/a Adelphia Business Solutions of Florida Inc.)
f/k/a Hyperion Communications of Florida, LLC)
_____)

PETITION FOR APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 1
BETWEEN VERIZON FLORIDA INC. AND ADELPHIA BUSINESS SOLUTIONS
INVESTMENT, LLC F/K/A ADELPHIA BUSINESS SOLUTIONS OF FLORIDA INC.
F/K/A HYPERION COMMUNICATIONS OF FLORIDA, LLC

Verizon Florida Inc. (Verizon), formerly GTE Florida Incorporated, files this petition before the Florida Public Service Commission (Commission) seeking approval of Supplemental Agreement No. 1 between Verizon and Adelphia Business Solutions Investment, LLC f/k/a Adelphia Business Solutions of Florida Inc. f/k/a Hyperion Communications of Florida, LLC ("Adelphia"). Adelphia's Section 252(i) adoption of the terms of the interconnection agreement between Verizon and KMC II Telecom, Inc. was filed with the Commission on April 21, 1999. Supplemental Agreement No. 1 governs the provisions of Combinations as set forth in Attachment A attached hereto.

Verizon respectfully requests that the Commission approve its petition and that Verizon be granted all other relief proper under the circumstances.

Respectfully submitted on July 11, 2001.

By: 
Kimberly Caswell
P. O. Box 110, FLTC0007
Tampa, Florida 33601-0110
Telephone No. (813) 483-2617

Attorney for Verizon Florida Inc.

DOCUMENT NUMBER-DATE
08450 JUL 11 01
FPSC-RECORDS/REPORTING

SUPPLEMENTAL NO. 1

between

**VERIZON FLORIDA INC.,
F/K/A GTE FLORIDA INCORPORATED**

and

**Adelphia BUSINESS SOLUTIONS INVESTMENT, LLC,
F/K/A Adelphia BUSINESS SOLUTIONS OF FLORIDA L.L.C.,
F/K/A HYPERION COMMUNICATIONS OF FLORIDA, LLC**

Verizon Florida Inc., f/k/a GTE Florida Incorporated (“Verizon”), a Florida corporation, and Adelphia Business Solutions Investment, LLC, f/k/a Adelphia Business Solutions of Florida L.L.C., f/k/a Hyperion Communications of Florida, LLC a Delaware Limited Liability Company (“Adelphia”), enter into this Supplemental Agreement No. 1 regarding Combinations, dated as of June 1, 2001 (this “Supplemental Agreement No. 1. (each of Verizon and Adelphia being referred to individually as a “Party” and collectively as the “Parties”). This Supplemental Agreement No. 1 covers services in the state of Florida (the “State”).

WITNESSETH:

WHEREAS, pursuant to an adoption letter dated March 24, 1999 (the “Adoption Letter”), Adelphia adopted in the State, pursuant to Section 252(i) of the Act, the interconnection agreement between KMC II Telecom Inc. and Verizon (the “Terms”);

WHEREAS, the Parties desire to supplement the Terms as set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Parties agree that the terms and conditions as set forth in Attachment A shall govern the provisions of Combinations:

2. Conflict between this Supplemental Agreement No. 1 and the Terms. This Supplemental Agreement No. 1 shall be deemed to revise the terms and provisions of the Terms to the extent necessary to give effect to the terms and provisions of this Supplemental Agreement No. 1. In the event of a conflict between the terms and provisions of this Supplemental Agreement No. 1 and the terms and provisions of the Terms, this Supplemental Agreement No. 1 shall govern, *provided, however*, that the fact that a term or provision appears in this Supplemental Agreement No. 1 but not in the Terms, or in the Terms but not in this Supplemental Agreement No. 1, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Supplemental Agreement No. 1 may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Supplemental Agreement No. 1 have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Supplemental Agreement No. 1.

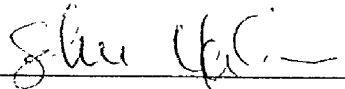
5. Scope of this Supplemental Agreement No. 1. This Supplemental Agreement No. 1 shall amend, modify and revise the Terms only to the extent set forth expressly in Section 1 of this Supplemental Agreement No. 1, and, except to the extent set forth in Section 1 of this Supplemental Agreement No. 1, the terms and provisions of the Terms shall remain in full force and effect after the date first set forth above.

IN WITNESS WHEREOF, the Parties hereto have caused this Supplemental Agreement No. 1 to be duly executed and delivered by their authorized representatives as of the date first set forth above.

VERIZON FLORIDA INC.

ADELPHIA BUSINESS SOLUTIONS
INVESTMENT, LLC, F/K/A
ADELPHIA BUSINESS SOLUTIONS
OF FLORIDA L.L.C., F/K/A
HYPERION COMMUNICATIONS OF
FLORIDA, LLC

By: 

By: 

Name: Steven J. Pitterle

Name: J. Michael B. ...

Title: Director - Negotiations
Network Services

Title: Vice President

Date: 6/27/01

Date: 6/27/01

COMBINATIONS ATTACHMENT

1. General

Verizon shall provide to Adelphia, in accordance with this Supplemental Agreement No. 1 (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, access to Verizon's Network Elements in combinations (Combinations); provided, however, that notwithstanding any other provision of this Supplemental Agreement No. 1, Verizon shall be obligated to provide Combinations to Adelphia only to the extent required by Applicable Law and may decline to provide Combination to Adelphia to the extent that provision of such Combination is not required by Applicable Law.

Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide a Combination pursuant to this Supplemental Agreement No. 1 only to the extent such Combination, and the equipment and facilities necessary to provide such Combination, are available in Verizon's network; (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any Combination; and, (c) Verizon shall not be obligated to combine UNEs that are not already combined in Verizon's network. Adelphia shall not directly or through a third party (e.g., Adelphia's Customer) order Telecommunications Services from Verizon in order to impose on Verizon an obligation to provide a Combination that Verizon would not otherwise have an obligation to provide. For example, Adelphia shall not order Telecommunications Services or advise its Customer to order Telecommunications Services where existing Combination desired by Adelphia is not available in order to permit Adelphia to subsequently convert the Telecommunications Services to the Combinations desired by Adelphia.

Adelphia may use a Combination only for those purposes for which Verizon is required by Applicable Law to provide such Combination to Adelphia. Without limiting the foregoing, Adelphia may use a Combination (a) only to provide a Telecommunications Service and (b) to provide Exchange Access services only to the extent that Verizon is required by Applicable Law to provide such Combination to Adelphia in order to allow Adelphia to provide such Exchange Access services.

Notwithstanding any other provision of this Supplemental Agreement No. 1:

- 1.1.1 To the extent that Verizon is required by a change in Applicable Law to provide a Combination not offered under this Supplemental Agreement No. 1 to Adelphia as of the Effective Date, the terms, conditions and prices for such Combination (including, but not limited to, the terms and conditions defining the Combination and stating when and where the Combination will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Tariff of Verizon, or, in the absence of an applicable Verizon Tariff, as mutually agreed by the Parties.
- 1.1.2 Verizon shall not be obligated to provide to Adelphia, and Adelphia shall not request from Verizon, access to a proprietary advanced intelligent network service.

Without limiting Verizon's rights pursuant to Applicable Law or any other section of this Supplemental Agreement No. 1 to terminate its provision of a Combination, if Verizon provides a Combination to Adelphia, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such Combination, Verizon may terminate its provision of such Combination to Adelphia. If Verizon terminates its provision of a Combination to Adelphia pursuant to this Section 1.5 and Adelphia elects to purchase

other Services offered by Verizon in place of such Combination, then: (a) Verizon shall reasonably cooperate with Adelphia to coordinate the termination of such Combination and the installation of such Services to minimize the interruption of service to Customers of Adelphia; and, (b) Adelphia shall pay all applicable charges for such Services, including, but not limited to, all applicable installation charges.

Nothing contained in this Supplemental Agreement No. 1 shall be deemed to constitute an agreement by Verizon that any item identified in this Supplemental Agreement No. 1 as a UNE is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to Adelphia on an unbundled basis.

If as the result of Adelphia Customer actions (i.e., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the Adelphia Customer premises, Adelphia will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge specified in the Pricing Attachment and the Premises Visit Charge as specified in Verizon's applicable retail or Wholesale Tariff.

2. Combinations

Subject to the conditions set forth in Section 1, Verizon shall be obligated to provide a combination of Network Elements (a "Combination") only to the extent provision of such Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination to Adelphia, Verizon shall provide such Combination in accordance with, and subject to, requirements established by Verizon that are consistent with Applicable Law (such requirements, the "Combo Requirements"). Verizon shall make the Combo Requirements publicly available in an electronic form.

PRICING ATTACHMENT

1. General

- 1.1 As used in this Supplemental Agreement No. 1, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2 Except as stated in Section 2, below, Charges for Services shall be as stated in this Section 1.
- 1.3 The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff.
- 1.4 In the absence of Charges for a Service established pursuant to Section 1.3, the Charges shall be as stated in Appendix A of this Pricing Attachment.
- 1.5 The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5, if Charges for a Service are otherwise expressly provided for in this Supplemental Agreement No. 1, such Charges shall apply.
- 1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.
- 1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. Adelfphia Prices

Notwithstanding any other provision of this Supplemental Agreement No. 1, the Charges that Adelfphia bills Verizon for Adelfphia's Services shall not exceed the Charges for Verizon's comparable Services, except to the extent the Adelfphia has demonstrated to Verizon, or, at Verizon's request, to the Commission or the FCC, that Adelfphia's cost to provide such Adelfphia Services to Verizon exceeds the Charges for Verizon's comparable Services.

3. Section 271

If Verizon is a Bell Operating Company (as defined in the Act) and in order to comply with Section 271(c)(2)(B) of the Act provides a Service under this Supplemental Agreement No. 1 that Verizon is not required to provide by Section 251 of the Act, Verizon shall have the right to establish Charges for such Service in a manner that differs from the manner in which under Applicable Law (including, but not limited to, Section 252(d) of the Act) Charges must be set for Services provided under Section 251.

4. Regulatory Review of Prices

Notwithstanding any other provision of this Supplemental Agreement No. 1, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether

provided for in any of its Tariffs, in Appendix A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

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..

PRICING APPENDIX TO THE COMBINATIONS ATTACHMENT

UNE-P Pricing

Monthly Recurring Charges (MRC). The MRC for a UNE-P will generally be equal to the sum of the MRCs for the combined UNEs (e.g. the total of the UNE loop charge plus the UNE port charges in the Agreement (see Note A) plus: UNE local switching (per minute originating usage plus T/O factor to determine terminating minutes) based on UNE local switching rates in the Agreement plus UNE shared transport and tandem switching (based on factors for percent interoffice and tandem switch usage, plus assumed transport mileage of 10 miles and 2 terms) based on UNE shared transport rates in the Agreement plus UNE Vertical Services charges (optional per line charges, if allowed by the Agreement).

(Note A): UNE platforms are available in four loop/port configurations as shown below. If the price for any component of these platforms is not set forth herein, Verizon will use the ICB process to determine the appropriate price and TBD pricing shall apply.

UNE Basic Analog Voice Grade Platform consists of the following components:

UNE 2-wire Analog loop; and
UNE Basic Analog Line Side port

UNE ISDN BRI Platform consists of the following components:

UNE 2-wire Digital loop; and
UNE ISDN BRI Digital Line Side port

UNE ISDN PRI Platform consists of the following components:

UNE DS1 loop; and
UNE ISDN PRI Digital Trunk Side port

UNE DS1 Platform consists of the following components:

UNE DS1 loop; and
UNE DS1 Digital Trunk Side port

Non-Recurring Charges (NRC). On an interim basis, until NRCs specific to UNE-P have been established, the Initial Service Order Charge for ports will be billed for all UNE combination orders. Central Office Line Connection or Outside Facility Fieldwork charges will be applied as incurred on UNE combination orders. Verizon reserves the right to apply new NRCs specific to UNE-P when such NRCs have been developed.

Optional NRCs will apply as ordered by the CLEC including such charges as Expedites, Coordinated Conversions, loop Conditioning, etc.

Operator Services and Directory Assistance Services (OS/DA). If Adelphia does not initially utilize available customized routing services to re-route OS/DA calls to its own or another party's operator services platform, Verizon will bill the CLEC for OS/DA calls at a market-based ICB rate pending Adelphia's completion of a separate OS/DA agreement.

APPENDIX A TO THE PRICING ATTACHMENT

NON-RECURRING CHARGES

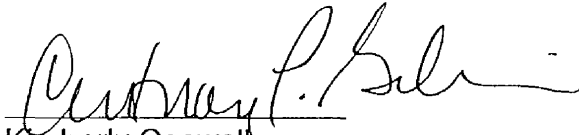
LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi- Mech.	Provisioning Initial Unit	Add'l Unit
ENHANCED EXTENDED LINK				
Advanced - Basic - Initial	\$ 88.39	\$ 56.13	\$397.31	N/A
Advanced - Basic - Subsequent	\$ 38.02	\$ 21.89	\$ 49.53	N/A
DS0 - Initial	\$ 88.39	\$ 56.13	\$482.99	N/A
DS0 - Subsequent	\$ 38.02	\$ 21.89	\$ --	N/A
DS1/DS3 - Initial	\$ 97.94	\$ 65.68	\$384.08	N/A
DS1/DS3 - Subsequent	\$ 38.02	\$ 21.89	\$ 9.90	N/A
UNE PLATFORM				
Exchange - Basic - Initial	\$ 31.57	\$ 22.13	\$ 28.23	\$ 26.58
Exchange - Basic - Subsequent	\$ 16.44	\$ 13.26	\$ 1.08	\$ 1.08
Exchange - Basic - Changeover	\$ 19.93	\$ 15.54	\$ 0.90	\$ 0.90
Exchange - Complex Nondigital - Initial	\$ 41.35	\$ 27.53	\$162.41	\$ 31.70
Exchange - Complex Nondigital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.89	\$ 5.89
Exchange - Complex Nondigital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Nondigital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 3.61	\$ 3.61
Exchange - Complex Nondigital - Changeover (As Specified)	\$ 30.08	\$ 21.31	\$ 20.97	\$ 3.61
Exchange - Complex Digital - Initial	\$ 41.35	\$ 27.53	\$205.75	\$ 28.18
Exchange - Complex Digital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.15	\$ 5.15
Exchange - Complex Digital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Digital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 4.18	\$ 4.18
Exchange - Complex Digital - Changeover (As Specified)	\$ 30.08	\$ 21.31	\$ 80.98	\$ 4.18
Advanced - Complex - Initial	\$ 48.35	\$ 34.53	\$681.24	\$303.66
Advanced - Complex - Subsequent	\$ 20.82	\$ 13.26	\$ 65.81	\$ 48.47
Advanced - Complex - Changeover (As Is)	\$ 24.06	\$ 19.67	\$ 51.51	\$ 34.17
Advanced - Complex - Changeover (As Specified)	\$ 37.08	\$ 28.31	\$ 82.31	\$ 64.97

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the Petition For Approval of Supplemental Agreement No. 1 Between Verizon Florida Inc. and Adelphia Business Solutions Investment, LLC was sent via overnight delivery(*) on July 10, 2001 and U. S. mail(**) on July 11, 2001 to:

Staff Counsel(*)
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Adelphia Business Solutions Investment, LLC(**)
Attention: Terry J. Romine
One N. Main Street
Coudersport, PA 16915


Kimberly Caswell