

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

Jerry.Hendrix@bellsouth.com

Jerry D. Hendrix  
Vice President  
Regulatory Relations

Phone: (850) 577-5550  
Fax: (850) 224-5073

November 8, 2006

Mrs. Blanca S. Bayo  
Director, Division of The Commission Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

COMMISSION  
CLERK

06 NOV -8 PM 1:14

RECEIVED-FPSC

060736-TP

Re: Notice of the Adoption of Interconnection, unbundling, resale and collocation agreement with modifications between BellSouth Telecommunications, Inc. ("BellSouth") and Comcast Phone, LLC by Bright House Networks Information Services (Florida), LLC.

Dear Mrs. Bayo:

BellSouth Telecommunications, Inc. hereby provides notice to the Florida Public Service Commission of the adoption by Bright House Networks Information Services (Florida), LLC of the Interconnection, Unbundling, Resale, and Collocation Agreement with modifications for the State of Florida entered into between BellSouth Telecommunications Inc. and Comcast Phone, LLC, which was filed with this Commission on October 10, 2005 in Docket No. 050767-TP.

Bright House Networks Information Services (Florida), LLC is adopting the agreement and all amendments (if applicable), with modifications as provided by Section 252(i) of the Telecommunications Act of 1996.

Enclosed are the original and two (2) copies of the contract between BellSouth Telecommunications, Inc. and Bright House Networks Information Services (Florida), LLC, for your records.

If you have any questions please do not hesitate to contact Robyn Holland at (850) 577-5551.

Very truly yours,

  
Regulatory Vice President

DOCUMENT NUMBER-DATE

10330 NOV-8 g

FPSC-COMMISSION CLERK

10/10/05  
050761-74

# **BELLSOUTH® / CLEC Agreement**

**Customer Name: Bright House Networks Information Services (Florida), LLC**

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**By and Between**

**BellSouth Telecommunications, Inc.**

**And**

**Bright House Networks Information Services (Florida),  
LLC**

## AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between Bright House Networks Information Services (Florida), LLC ("BHN"), a Delaware corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

**WHEREAS**, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

**WHEREAS**, section 252(i) of the Act requires BellSouth to make available any interconnection agreement filed and approved pursuant to 47 U.S.C. § 252; and

**WHEREAS**, BHN has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and Comcast Phone, LLC and Comcast Phone II, Inc. dated September 25, 2005, for the state of Florida. The rates, terms and conditions for the states of Georgia and Kentucky are **not** effective.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of this Agreement, BHN and BellSouth hereby agree as follows:

1. BHN and BellSouth shall adopt in its entirety the Comcast Phone, LLC and Comcast Phone II, Inc. Interconnection Agreement dated September 25, 2005, and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The Comcast Phone, LLC and Comcast Phone II, Inc. Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	3
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Attachment 1	29
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Attachment 11	3
Amendment dated 03/31/06	20
TOTAL	449

2. In the event that BHN consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of BHN under this Agreement.

3. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 2, General Terms and Conditions of the Comcast Phone, LLC and Comcast Phone II, Inc. Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 2 of the Comcast Phone, LLC and Comcast Phone II, Inc. Interconnection Agreement, the effective date shall be thirty (30) days following the date of the last signature.

4. BHN shall accept and incorporate any amendments to the Comcast Phone, LLC and Comcast Phone II, Inc. Interconnection Agreement previously executed between BellSouth and Comcast Phone, LLC and Comcast Phone II, Inc. as of the date of this Adoption Agreement, as a result of any final judicial, regulatory, or legislative action.

5. Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

**BellSouth Telecommunications, Inc.**

BellSouth Local Contract Manager  
600 North 19<sup>th</sup> Street, 8<sup>th</sup> floor  
Birmingham, Alabama 35203

and

ICS Attorney  
Suite 4300  
675 W. Peachtree St.  
Atlanta, GA 30375

Bright House Networks Information Services (Florida), LLC

Leo Cloutier  
5000 Campuswood Drive

East Syracuse, NY 13057  
703.573.4994 phone  
315.438.4643 fax

Copy to:

Cody J. Harrison  
Sabin, Bermant & Gould, LLP  
Four Times Square  
New York, NY 10036  
212.381.7117 phone  
212.381.7218 fax  
charrison@sbandg.com

Chris Savage  
K. C. Halm  
Cole, Raywid & Braverman, LLP  
1919 Pennsylvania Avenue NW, Suite 200  
Washington, DC 20006  
202.828.9887 phone  
202.452.0067 fax  
kc.halm@crblaw.com

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

By: Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 9/28/06

Bright House Networks Information Services (Florida), LLC

By: Leo Cloutier

Name: Leo Cloutier

Title: VP Strategy + Partnerships

Date: 9/26/06

ORIGINAL  
 BELL SOUTH®

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

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Director, Division of Commission Clerk and Administrative Services  
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Tallahassee, Florida 32399

RECEIVED FPSC  
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060735-TP

Re: Approval of Amendment to the Interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and BellSouth Long Distance, Inc.

Dear Mrs. Bayo:

Please find enclosed for filing and approval, the original and two copies of BellSouth Telecommunications, Inc.'s Amendment to Interconnection, unbundling, resale and collocation Agreement with BellSouth Long Distance, Inc.

The underlying agreement was filed on July 28, 2005 in docket 050513-TP.

If you have any questions, please do not hesitate to call Robyn Holland at (850) 577-5551.

Very truly yours,

  
Regulatory Vice President

DOCUMENT NUMBER-DATE  
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**Amendment No. 2 to the Agreement  
Between  
BellSouth Long Distance, Inc.  
and  
BellSouth Telecommunications, Inc.  
Executed July 18, 2005  
Effective August 17, 2005**

Pursuant to this Amendment No. 2, (the "Second Amendment"), BellSouth Long Distance, Inc. (BSLD), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties executed July 18, 2005 and effective August 17, 2005 (Agreement) to be effective on the date of the last signature executing the Amendment (Effective Date).

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, the Parties hereby covenant and agree as follows:

1. The Parties desire to amend The General Terms and Conditions – Section 19.1, to change the BellSouth Long Distance, Inc. contact information as follows:

**BellSouth Long Distance, Inc.**

Robert D. Eison  
President  
400 Perimeter Center Terrace  
Suite 350  
Atlanta, GA 30346

2. All of the other provisions of the Agreement shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment the day and year written below.

**BellSouth Telecommunications, Inc.**

**BellSouth Long Distance, Inc.**

By: Kristen E. Shore

By: R. Eison

Name: Kristen E. Shore

Name: ROBERT D. EISON

Title: Director

Title: PRESIDENT

Date: 8/30/2006

Date: 9/1/2006

APPROVED AS TO FORM:

BY: ALM  
ANNAMARIE LEMOINE  
Attorney