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Ruth Nettles

**From:** Follensbee, Greg [gf1389@att.com]  
**Sent:** Monday, November 10, 2008 3:41 PM  
**To:** Filings@psc.state.fl.us  
**Subject:** Adoption of Comcast Agreement by Bright House  
  
**Attachments:** 9100C\_Sc.pdf



9100C\_Sc.pdf  
 (619 KB)

Please call if you have any questions.

Greg Follensbee  
 Executive Director  
 AT&T Services, Inc.  
 850-577-5555 (V)  
 850-443-8665 (C)

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**To:** FOLLENSBEE. GREG  
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-----  
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Gregory R. Follensbee  
Executive Director  
Regulatory Relations

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Jerry.Hendrix@att.com  
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080666

November 10, 2008

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

Re: Notice of the Adoption of Interconnection, Unbundling, Resale and Collocation agreement with amendments between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and Comcast Phone of Florida, LLC d/b/a Comcast Digital Phone by Bright House Networks Information Services (Florida), LLC.

Dear Mrs. Cole:

BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast 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 d/b/a AT&T Florida d/b/a AT&T Southeast and Comcast Phone of Florida, LLC d/b/a Comcast Digital Phone, which was filed with this Commission on April 7, 2008 in Docket No. 060333-TP.

Bright House Networks Information Services (Florida), LLC. is adopting the agreement with three amendments 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 d/b/a AT&T Florida d/b/a AT&T Southeast and Bright House Networks Information Services (Florida), LLC, for your records.

If you have any questions please do not hesitate to contact me.

Very truly yours,

Greg Follensbee  
Executive Director

attachments

DOCUMENT NUMBER-DATE  
10487 NOV 10 08  
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at&t

WHOLESALE AGREEMENT

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

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Note: This page is not part of the actual signed contract/amendment, but is present for record keeping purposes only.

**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
Title Page	3
Table of Contents	2
General Terms and Conditions	22
Attachment 1	29
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Attachment 4	57
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March 2006

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Attachment 9	153
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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

**Amendment to the Agreement  
Between  
Bright House Networks Information Services (Florida), LLC  
and  
BellSouth Telecommunications, Inc.  
Dated October 28, 2006**

Pursuant to this Amendment, (the "Amendment"), Bright House Networks Information Services (Florida), LLC (BHN), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated October 28, 2006 (Agreement) to be effective the date of the last signature executing the Amendment (Effective Date).

WHEREAS, BellSouth and BHN entered into the Agreement on October 28, 2006, and;

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 agree to add the following 911 language to Attachment 3, Local Interconnection as Section 10.

**10 Basic 911 and E911 Interconnection**

10.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.

10.2 Basic 911 Interconnection. BellSouth will provide to BHN a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten (10) digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. BHN will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate ten (10) digit directory number as stated on the list provided by BellSouth. BHN will be required to route that call to the appropriate PSAP. When a municipality converts to E911 service, BHN will be required to begin using E911 procedures.

10.3 E911 Interconnection. BHN shall install a minimum of two (2) dedicated trunks originating from its SWC and terminating to the appropriate E911 tandem. The SWC must be in the same LATA as the E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital (one point five forty-four (1.544) Mb/s) interface (DS1 facility). The configuration shall use CAMA-type signaling with MF pulsing or SS7/ISUP signaling either of which shall deliver ANI with the voice portion of the call. If SS7/ISUP connectivity is used, BHN shall

Local Interconnection 911 Amendment  
04/09/2007

follow the procedures as set forth in Appendix A of the CLEC Users Guide to E911 for Facility Based Providers that is located on the BellSouth Interconnection Web site. If the user interface is digital, MF pulses as well as other AC signals shall be encoded per the u-255 Law convention. BHN will be required to provide BellSouth daily updates to the E911 database. BHN will be required to forward 911 calls to the appropriate E911 tandem along with ANI based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, BHN will be required to route the call to a designated seven (7) digit or ten (10) digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. BHN shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

- 10.4 Trunks and facilities for 911 Interconnection may be ordered by BHN from BellSouth pursuant to the terms and conditions set forth in this Attachment.
  - 10.5 The detailed practices and procedures for 911/E911 interconnection are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers that is located on the BellSouth Interconnection Services Web site.
2. All of the other provisions of the Agreement, dated October 28, 2006, 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 Amendment the day and year written below.

**BellSouth Telecommunications, Inc.**

By: *Kristen E. Shore*

Name: Kristen E. Shore

Title: Director

Date: 5/8/07

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

By: *Wendell E. Register*

Name: Wendell E. Register

Title: Vice President - CPEL Operations

Date: 5/2/07

**Amendment to the Agreement  
Between  
Bright House Networks Information Services (Florida), LLC  
and  
BellSouth Telecommunications, Inc.  
d/b/a AT&T Florida  
Dated October 28, 2006**

Pursuant to this Amendment, (the "Amendment"), Bright House Networks Information Services (Florida), LLC (BHN), and BellSouth Telecommunications, Inc. d/b/a AT&T Florida ("AT&T"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated October 28, 2006 (Agreement) to be effective the date of the last signature executing the Amendment (Effective Date).

WHEREAS, AT&T and BHN entered into the Agreement on October 28, 2006, and;

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 agree to replace the Notices contacts in Section 19.1 of the General Terms and Conditions with the following for Bright House:

Marva B. Johnson  
Director—Carrier and Vendor Relations  
Bright House Networks Information Services (Florida), LLC  
12985 N. Telecom Parkway  
Temple Terrace, FL 33637  
Phone: 813.387.3651  
Facsimile: 813.472.1160  
Marva.Johnson@bhnis.com

With a copy to:

Cody J. Harrison  
Sabin, Bermant & Gould  
Four Times Square, 23<sup>rd</sup> Floor  
New York, NY 10036  
Phone: 212.381.7117  
Facsimile: 212.381.7218  
charrison@sbandg.com

2. All of the other provisions of the Agreement, dated October 28, 2006, 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.
  
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

Bright House Networks Information Services  
(Florida), LLC

By: Wendell E. Register

Name: Wendell E. Register

Title: VP, CLEC Operations

Date: 2/19/2008

BellSouth Telecommunications, Inc.  
d/b/a AT&T Florida

By: Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 2/21/08

	<u>OCN #</u>	<u>ACNA</u>		<u>OCN #</u>	<u>ACNA</u>
ALABAMA	_____	_____	MISSISSIPPI	_____	_____
FLORIDA	<u>9270</u>	<u>BHS</u>	NORTH CAROLINA	_____	_____
GEORGIA	_____	_____	SOUTH CAROLINA	_____	_____
KENTUCKY	_____	_____	TENNESSEE	_____	_____
LOUISIANA	_____	_____			

**AMENDMENT TO  
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT  
OF 1996  
BETWEEN  
BELLSOUTH TELECOMMUNICATIONS, INC.  
d/b/a AT&T FLORIDA  
AND  
BRIGHT HOUSE NETWORKS INFORMATION SERVICES (FLORIDA), LLC**

The Interconnection Agreement dated October 28, 2006 by and between BellSouth Telecommunications, Inc. d/b/a AT&T Florida ("AT&T") and Bright House Networks Information Services (Florida), LLC ("BHN") ("Agreement") effective in the state of Florida is hereby amended as follows:

1. Section 2.1 of the General Terms and Conditions is amended by adding the following section:
  - 2.1.1 Notwithstanding anything to the contrary in this section 2.1, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from September 24, 2008 until September 24, 2011 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from BHN, by AT&T pursuant to the Agreement's early termination provisions, or by mutual agreement of the parties.
2. BHN acknowledges and agrees that it will promptly amend the Agreement to reflect future changes of law as and when they may arise.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall be filed with and is subject to approval by the Commission and shall become effective "on the date of the last signature executing the Amendment".



Bright House Networks Information Services  
(Florida), LLC

By:



Name: WENDELL REGISTER  
(Print or Type)

Title: VP CLEC OPERATIONS  
(Print or Type)

Date: 7/9/08

BellSouth Telecommunications, Inc. d/b/a  
AT&T Florida

By:



Name: Kristen E. Shore

Title: Director

Date: 7/11/2008

	<u>OCN#</u>	<u>ACNA</u>
FLORIDA	<u>927D</u>	<u>BHS</u>