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Marshall M. Criser III  
Regulatory Vice President

September 15, 1999

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RECORDS AND REPORTING  
SEP 15 PM 4:51  
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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 Florida Digital Network, 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 Florida Digital Network, 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 Florida Digital Network, Inc. The Commission approved the initial agreement between the companies in Order No. PSC-98-1327-FOF-TP issued October 12, 1998 in Docket 980908-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Florida Digital Network, 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-BUREAU OF RECORDS

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FPSC-RECORDS/REPORTING

FIFTH AMENDMENT TO  
INTERCONNECTION AGREEMENT BETWEEN  
BELLSOUTH TELECOMMUNICATIONS, INC.  
AND FLORIDA DIGITAL NETWORK  
DATED JULY 1, 1998

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and Florida Digital Network ("FDN") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated July 1, 1998 ("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, BellSouth and FDN hereby covenant and agree as follows:

1. The following is hereby added to Attachment III, Section 2:

2.10.1 Where facilities are available, BellSouth will install unbundled loops within a 5-7 business days interval. For orders of 14 or more unbundled loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some unbundled loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by FDN, expedite charges will apply for intervals less than 5 days. The charges outlined in BellSouth's FCC # 1 Tariff, Section 5.1.1, will apply.

2. Attachment III, Section 4, Paragraph 4.1 is hereby deleted in its entirety and shall be replaced with the following:

4.1 Definition

4.1.1 The loop is the physical medium or functional path on which a subscriber's traffic is carried from the MDF or similar terminating device in a central office or similar environment up to the termination at the NID at the customer's premise. Each unbundled loop will be provisioned with a NID.

4.1.2 The provisioning of service to a customer will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in co-located space.

4.1.3 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

SL1 loops will be non-designed, will not have test points, and will not come with any Order Coordination (OC) or engineering information/circuit make-up data. Upon issuance of an order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers. If FDN requests work to be done for SL1s that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

4.1.4 FDN will be responsible for testing and isolating troubles on the unbundled loops. Once FDN has isolated a trouble to the BellSouth provided loop, FDN will issue a trouble to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time-frames that BellSouth repairs loops to its end user customers.

4.1.5 If FDN reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge FDN for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.

4.1.6 If FDN reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge FDN for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status.

3. The Parties agree to add the following rates to Attachment I – Price Schedule.

|  |       |         |
|--|-------|---------|
| <b>2-Wire Analog VG Loop-SL1, per month</b>                  | UEAL2 | \$17.00 |
| NRC - 1st  | UEAL2 | \$80.00 |
| NRC - Add'l  | UEAL2 | \$55.00 |
| NRC - Disconnect Charge - 1st                                | UEAL2 | NA      |
| NRC - Disconnect Charge - Add'l                              | UEAL2 | NA      |
| NRC - Incremental Charge - Manual Service Order - 1st        | SOMAN | NA      |
| NRC - Incremental Charge - Manual Service Order - Add'l      | SOMAN | NA      |
| NRC - Incremental Charge - Manual Service Order - Disconnect | SOMAN | NA      |
| NRC - Loop Make-Up   | UEANM | TBD     |

4. The Parties agree that all of the other provisions of the Interconnection Agreement, dated July 1, 1998, shall remain in full force and effect.

5. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Florida State 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.

Florida Digital Network, Inc.

By: 

Name: Ryan Hand

Title: V.P. OPS / ENG

Date: 8/11/99

BellSouth Telecommunications, Inc.

By: 

Name: Jerry D. Hendrix

Title: Sr. Director-Interconnection Services

Date: 8/13/99