BellSouth Telecommunications, Inc. Suite 400 150 South Monroe Street Tallahassee, FL 32301-1556

marshall.criser@bellsouth.com

Marshall M. Criser III

ORIGINAL BELLSOUTH

Vice President Regulatory & External Affairs

-9 PM 4:3

850 224 7798 Fax 850 224 5073

July 9, 2004

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

040720-TP

Re: Approval of Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and SANDHILLS TELECOMMUNICATIONS GROUP, INC. J/b/a SanTel Communications.

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 SANDHILLS TELECOMMUNICATIONS GROUP, INC. d/b/a SanTel Communications.

If you have any questions, please do not hesitate to call Robyn Holland at (850) 222-9380.

Very truly yours,

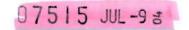
Marshall M Cusi 11/200

Regulatory Vice President

RECEIVED & FILED

EPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE



FPSC-COMMISSION CLERK

Amendment to the Interconnection Agreement Between Sandhills Telecommunications Group, Inc. d/b/a SanTel Communications and BellSouth Telecommunications, Inc. Dated March 20, 2003

Pursuant to this Amendment, (Amendment), Saudhills Telecommunications Group, Inc. d/b/a SanTel Communications (SanTel), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated March 20, 2003 (Agreement) to be effective thirty (30) calendar days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and SanTel entered into the Agreement on March 20, 2003, 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:

- The Parties agree to add the following provision to Attachment 2, Section 4.3 and the associated rates as set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference.
 - 4.3.1.1 Where SanTel utilizes portions of the BellSouth network in originating or terminating traffic, the Tandem Switching rates are applied in call scenarios where the Tandem Switching Network Element has been utilized. Because switch recordings cannot accurately indicate on a per call basis when the Tandem Switching Network Element has been utilized for an interoffice call originating from a UNE port and terminating to a BellSouth. Independent Company or Facility-Based CLEC office, BellSouth has developed, based upon call studies, a melded rate that takes into account the average percentage of calls that utilize Tandem Switching in these scenarios. BellSouth shall apply the melded Tandem Switching rate for every call in these scenarios. BellSouth shall utilize the melded Tandem Switching Rate until BellSouth has the capability to measure actual Tandem Switch usage in each call scenario specifically mentioned above, at which point the rate for the actual Tandem Switch usage shall apply. The UNE Call Flows set forth on BellSouth's website, as amended from time to time and incorporated herein by this reference, illustrate when the full or melded Tandem Switching rates apply for specific scenarios.
- All of the other provisions of the Agreement, dated March 20, 2003, shall remain in full force and effect.
- 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.

Melded Tandem Switching Amendment

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IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below,

s BellSouth Telecommunications, Inc.

By:

Name: Kristen E. Rowe

Title: Director

Date:

Sandhills Telecommunications Group, Inc. d/b/a SanTel Communications

900 By: .

Name: Michael C. Yovanovich

Title: President

Date: 5/28/04

Melded Tandem Switching Amendment

UNBUNDLED	UNBUNDLED NETWORK ELEMENTS - Florida												Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES (5)					Submitted Elec	Submitted	Charge - Manual Svc Order vs.	Incremental Charge - Manuäl Svo Order vs. Electronic- Add't	Incremental Charge - Manual Svc Order vs.	Incremental Charge - Manual Svc Order vs.
						Rec	Nonrecurring NRC Disconnect				OSS Rates (S)					
	are 1						First		First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED L	OCAL SWITCHING, PORT USAGE								_							
	fice Switching (Port Usage)															
	End Office Switching Function, Per MOU				L	0.0007662						1				
	End Office Trunk Port - Shared, Per MOU					0.000164										
	n Switching (Port Usage) (Local or Access Tandem)											1				1
	Tandem Switching Function Per MOU					0.0001319						1				1
	Tandem Trunk Port - Shared, Per MOU					0.000235						1				
	Tandem Switching Function Per MOU (Melded)					0.000027185										
	Tandem Trunk Port - Shared, Per MOU (Melded)					0.000048434										
	Melded Factor: 20.61% of the Tandem Rate							1								
Commo	on Transport										1					
	Common Transport - Per Mile, Per MÓU					0.0000035					1					
	Common Transport - Facilities Termination Per MOU					0.0004372					1					