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Marshall M. Criser III
Regulatory Vice President

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December 17, 1999

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

991957-TP

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and MGC Communications, 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 MGC Communications, 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 MGC Communications, Inc. The Commission approved the initial agreement between the companies in Order No. 98-1330 issued October 12, 1999 in Docket 980861-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and MGC Communications, 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 (20)

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THIRD AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
MGC COMMUNICATIONS, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED May 26, 1998

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and MGC Communications, Inc., ("MGC"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties effective May 26, 1998.

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 MGC hereby covenant and agree as follows:

1. The Parties hereby agree to amend Attachment 2, Section 2, to include the following:

2.2.9 Where it exists in BellSouth's network, BellSouth shall make available an Unbundled Copper Loop (UCL). The UCL will be a copper twisted pair loop up to eighteen (18) kilofeet in length that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL may contain up to 6,000 ft of bridge tap. The UCL is a dry copper loop and is not intended to support any particular telecommunications service. MGC may use the UCL for a variety of services, including xDSL (e.g. ADSL and HDSL) services, by attaching appropriate MGC terminal equipment.

2.2.9.1 The UCL will be a designed circuit, provisioned with a test point and come standard with a DLR. The Service Inquiry (SI) Process will be required to determine if facilities are available prior to issuing the order. Order Coordination (OC) will be offered as a chargeable option on all UCLs. Order Coordination – Time Specific (OC-TS) will not be offered on UCLs.

2.2.9.2 BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCLs.

2. The Parties further hereby agree to append Attachment 11 for Florida and Georgia, as follows:


	FL	GA
2-Wire Unbundled Copper Loop		
Recurring	\$21.98	\$18.69
Non-Recurring		
Non-Recurring 1st	\$593.58	\$585.62
Non-Recurring Add'l	\$461.96	\$455.76
Manual Svc Ord -1st	\$47.54	\$46.90
Manual Svc Ord -Adl	\$20.96	\$20.68
Order Coordination 1 st & Add'l.	\$16.19	\$15.98

3. The Parties agree that all of the other provisions of the Interconnection Agreement shall remain in full force and effect.


4. The Parties further agree that either or both of the Parties are authorized to submit this Amendment to the appropriate 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.

MGC Communications, Inc.

By: 
 Name: James D. Mitchell III
 Title: Eastern Region President
 Date: 11/29/99

BellSouth Telecommunications, Inc.

By: 
 Name: Jerry D. Hendrix
 Title: Senior Director
 Date: 11/30/99