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BellSouth Telecommunications, Inc. 850 224-7798
Suite 400 Fax 850 224-5073
150 South Monroe Street
Tallahassee, Florida 32301-1556

Marshall M. Criser III
Regulatory Vice President

RECORDS AND
REPORTING

July 13, 2000

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

000855-TP

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Actel Integrated 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 Actel Integrated 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 Actel Integrated Communications, Inc. The Commission approved the initial agreement between the companies in Order No. 99-2222-FOF-TP issued November 10, 1999 in Docket 991623-TP.

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

(28)

08501-00

DOCUMENT NUMBER-DATE

08501 JUL 13 8

FPSC-RECORDS/REPORTING

ATTACHMENT TO TRANSMITTAL LETTER

The Amendment entered into by and between Actel and BellSouth Telecommunications, Inc., dated May 30, 2000 for the state of Florida consists of the following:

ITEM	NO. PAGES
Amendment	2
Attachment A	1
TOTAL	3

**AMENDMENT TO THE
INTERCONNECTION AGREEMENT BETWEEN
ACTEL INTEGRATED COMMUNICATIONS, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED AUGUST 30, 1999**

Pursuant to this Agreement (the "Amendment"), Actel Integrated Communications, Inc. ("Actel") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties effective August 30, 1999 ("Interconnection Agreement").

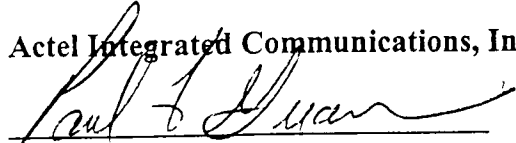
WITNESSETH

NOW, THEREFORE, in consideration of the mutual agreements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The Parties agree that BellSouth will, upon request, provide and Actel will accept and pay for Fiber Cross-Connects and Fiber POT Bay, if applicable, in accordance with the schedule of prices set forth in Attachment A to this Amendment which is incorporated herein by reference.
2. The parties agree that all future requests for Physical Collocation must be specified with the schedule of increments and prices set forth in the Actel Interconnection Agreement dated August 30, 1999.
3. The Parties agree that all of the other provisions of the Agreement, dated August 30, 1999, for the states of Florida and Mississippi, together with all amendments in effect as of the date of execution of this Amendment shall remain in full force and effect.
4. The Parties agree that either or both of the Parties are authorized to submit this Amendment to the 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 Agreement to be executed by their respective duly authorized representatives on the date indicated below.

Actel Integrated Communications, Inc.

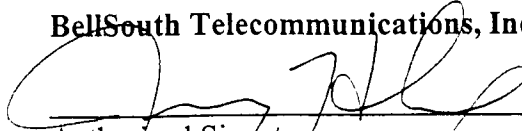

Authorized Signature

PAUL I. GUARISCO
Print or Type Name

Deputy General Counsel
Title

MAY 26, 2000
Date

BellSouth Telecommunications, Inc.


Authorized Signature

Jerry Hendrix
Print or Type Name

Senior Director
Title

5/30/00
Date

Fiber Cross-Connect Schedule of State Specific Rates and Charges

Florida

Element	Unit	Recurring Rate	Non-Recurring Rate
Cross Connects	Per Cross Connect		
Optical Cross Connects		\$6.46	\$2,431.00

Mississippi

Element	Unit	Recurring Rate	Non-Recurring Rate
Cross Connects	Per Cross Connect		First / Additional
2-fiber		\$15.64	\$41.56/\$29.82
4-fiber		\$28.11	\$50.53/\$38.78
			Disconnect Charges First / Additional
2-fiber			\$12.96/\$10.34
4-fiber			\$16.97/\$14.35
POT Bay *	Per Cross Connect		
2 Fiber Cross-Connect		\$38.79	NA
4 Fiber Cross-Connect		\$52.31	NA

Note:

* Recurring POT Bay charge applicable in addition to recurring cross-connect charge only where the demarcation point is located at the POT Bay.