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Tallahassee, Florida 32301-1556

Marshall M. Criser III
Regulatory Vice President

April 5, 2001

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

010407-TP

Re: Approval of an Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and US LEC of Florida, 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 US LEC of Florida, 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 US LEC of Florida, Inc. The Commission approved the initial agreement between the companies in Order No. 01-0612 FOF-TP issued March 13, 2001 in Docket 010079-TP. This amendment deletes sections 6.1.1 and 6.2 of Attachment 3 and replaces them with new sections 6.1.1 and 6.2. Also, the definition of "Local Traffic" in Part B of the General Terms and Conditions is deleted and replaced with a new definition.

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



Regulatory Vice President

(2P)

DOCUMENT NUMBER-DATE

04259 APR-50

FPSC-RECORDS/REPORTING

ATTACHMENT TO TRANSMITTAL LETTER

The Amendment entered into by and between US LEC of Florida, Inc. and BellSouth Telecommunications, Inc., dated 03/27/01, for the state of Florida consists of the following:

ITEM	NO. PAGES
Amendment 03/27/01	3
TOTAL	3

**AMENDMENT
TO THE
AGREEMENT BETWEEN
US LEC OF FLORIDA INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED DECEMBER 12, 2000**

Pursuant to this Agreement, (the "Amendment"), US LEC of Florida Inc. ("US LEC") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated December 12, 2000, and effective as of January 1, 2000 ("Agreement").

WHEREAS, BellSouth and US LEC entered into that certain Adoption Agreement on December 12, 2000, whereby US LEC adopted in full the separate agreement by and between BellSouth and Intermedia Communications, Inc. ("Intermedia Agreement") pursuant to section 252(i) of the Telecommunications Act of 1996 (the "Act"); and,

WHEREAS, the parties now desire to amend the Agreement as set forth herein.

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 Agreement entered into between BellSouth and US LEC is hereby amended to delete section 6.1.1 of Attachment 3 in its entirety and to replace it with the following:

For reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any circuit switched call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that other Party's network; except for those calls that are originated or terminated through switched access arrangements as established by the ruling regulatory body. Additionally, Local Traffic includes any cross boundary, voice-to-voice and data intrastate, interLATA or interstate, interLATA calls between specific wire centers established as a local call by the ruling regulatory body.

2. The Agreement is further amended to delete section 6.2 of Attachment 3 in its entirety and to replace it with the following:

Pursuant to the definition of Local Traffic in this Attachment, and for the purpose of the delivery of originating traffic to each other, the originating party shall pay the terminating party reciprocal compensation for Local Traffic delivered to an end user physically located within the LATA in which the call originated and within which the terminating party's end user's NPA/NXX is

assigned. If either party assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to end users physically located outside of that LATA, traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to an end user physically located outside of such LATA, shall not be deemed Local Traffic, and no reciprocal compensation shall be due therefor. Further, the parties agree to identify such interLATA traffic to each other and to compensate each other for originating and transporting such interLATA traffic their respective Commission approved switched access tariff rates. If the parties do not identify such interLATA traffic to each other, then to the best of their ability each party will determine which whole NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in that party's Access Service Tariff. The parties shall make appropriate billing adjustments if the other party can provide sufficient information for the billing party to determine whether or not said traffic is Local Traffic.

4. The Agreement is further amended to delete the definition of "Local Traffic" in Part B of the General Terms and Conditions in its entirety and to replace it with the following:

Local Traffic is defined as any circuit switched call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements as established by the ruling regulatory body. Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls between specific wire centers established as a local call by the ruling regulatory body. Compensation for the exchange of Local Traffic shall be as set forth in Attachment 3, Section 6.

5. All of the other provisions of the Intermedia Agreement as adopted by US LEC pursuant to the Adoption Agreement dated December 12, 2000, shall remain in full force and effect.

5. Either or both of the Parties is authorized to submit this Amendment to the Florida Public Service Commission for approval subject to Section 252(e) of the Act.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

US LEC of Florida Inc.

Signature

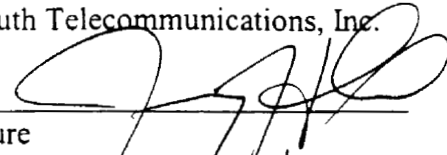
Name

Date

Signature

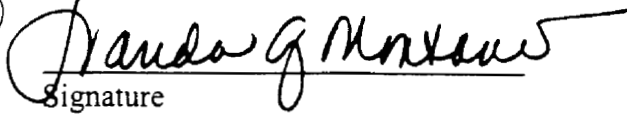
Name

Date



Jerry D. Hendry

3/27/01



Wanda G. Montano

March 1, 2001