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Tallahassee, Florida 32301-1556

Marshall M. Criser III  
Regulatory Vice President

April 6, 2001

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

010418-TP

Re: Approval of an Amendment to the Interconnection, Unbundling, and Resale 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 interim agreement between the companies in Order No. 01-0170-FOF-TP issued January 22, 2001 in Docket 001698-TP. This amendment adds Dark Fiber to the Interim Agreement.

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*

(22)

DOCUMENT NUMBER-DATE

04310 APR-6 2001

FPSC-RECORDS/REPORTING

**ATTACHMENT TO TRANSMITTAL LETTER**

The Agreement entered into by and between Florida Digital Network and BellSouth Telecommunications, Inc., dated March 20, 2001, for the state of Florida consists of the following:

ITEM	NO. PAGES
Amendment Papers	3
TOTAL	3

**Amendment to the Interim Agreement  
By and Between BellSouth Telecommunications, Inc.  
And Florida Digital Network, Inc. Dated October 20, 2000**

Pursuant to this Amendment, (the "Amendment"), Florida Digital Network, Inc. ("FDN"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," amend that certain Interim Agreement between the Parties dated October 20, 2000 ("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, the Parties amend the Agreement as follows:

1. Attachment 1 is hereby amended to insert a new Section 6, to read as follows:
  6. **Dark Fiber**
    - 6.1 Definition
    - 6.2 Dark Fiber is optical transmission facilities without attached multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available.
    - 6.3 Requirements
      - 6.3.1 BellSouth shall make available dark fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. If BellSouth has plans to use the fiber within a two-year period, there is no requirement to provide said fiber to FDN.
      - 6.3.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at FDN request subject to time and materials charges.
      - 6.3.3 FDN may test the quality of the dark fiber to confirm its usability and performance specifications.
    - 6.4 BellSouth shall use its best efforts to provide to FDN information regarding the location, availability and performance of Dark Fiber within ten (10) business days, after receiving a request from FDN ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to one hundred and twenty (120) days after Confirmation, BellSouth shall hold such requested Dark Fiber for FDN's use and may not allow any other Party to use such media, including BellSouth. If a Dark Fiber firm order is not received within the one hundred and twenty day period, the Dark Fiber will revert to BellSouth's Dark Fiber inventory.
    - 6.5 BellSouth shall use its best efforts to make Dark Fiber available to FDN within twenty (20) business days after it receives written confirmation from FDN that the Dark Fiber previously deemed available by BellSouth is wanted for use by FDN. This includes identification of appropriate connection points (e.g., Light Guide

Interconnection (LGX) or splice points) to enable FDN to connect or splice FDN provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

- 6.6 Dark Fiber shall meet the manufacturer's design specifications.
- 6.7 FDN may splice and test Dark Fiber obtained from BellSouth using FDN or FDN designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.
- 6.8 The prices that FDN shall pay to BellSouth for Dark Fiber are set forth in Exhibit A to this Attachment.

2. Exhibit A of Attachment 1 is hereby amended to insert the following dark fiber rates:

<b>UNBUNDLED DARK FIBER</b>	<b>USOC</b>	<b>FL</b>
Dark Fiber - Interoffice (four fiber strands) per route mile or fraction thereof, per month	1L5DF	\$28.82
NRC - Per each four-fiber dark fiber arrangement - 1st	UDF14	\$1,278.62
NRC - Per each four-fiber dark fiber arrangement - Add'l	UDF14	\$275.82
NRC -Disconnect--1st	UDF14	\$587.64
NRC -Disconnect--Add'l	UDF14	\$366.34
Dark Fiber - Local Channel(four fiber strands) per route mile or fraction thereof, per month	1L5DC	\$58.35
NRC - Per each four-fiber dark fiber arrangement - 1st	UDFC4	\$1,278.62
NRC - Per each four-fiber dark fiber arrangement - Add'l	UDFC4	\$275.82
NRC -Disconnect--1st	UDFC4	\$587.64
NRC -Disconnect--Add'l	UDFC4	\$366.34
Dark Fiber - Local Loop (four fiber strands) per route mile or fraction thereof, per month	1L5DL	\$58.35
NRC - Per each four-fiber dark fiber arrangement - 1st	UDFL4	\$1,278.62
NRC - Per each four-fiber dark fiber arrangement - Add'l	UDFL4	\$275.82
NRC -Disconnect--1st	UDFL4	\$587.64
NRC -Disconnect--Add'l	UDFL4	\$366.34
<b>NOTES:</b>		
Interim rates subject to true-up.		

3. All of the other provisions of the Agreement, dated October 20, 2000, shall remain in full force and effect.

4. Either or both of the Parties is 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.

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.

BellSouth Telecommunications, Inc.

Ryan Hand  
Signature

Paul C. Finkle  
Signature

Ryan Hand  
Printed Name

Paul C. Finkle  
Printed Name

VP Ops/Eng  
Title

Marketing Director  
Title

3/20/01  
Date

3/20/01  
Date