

**BellSouth Telecommunications, Inc.**

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**Marshall M. Criser III**

Vice President  
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August 16, 2001

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

010889-TP

Re: Approval of an Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and NewSouth Communications Corp. 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 NewSouth Communications Corp. 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 NewSouth Communications Corp.. The initial agreement between the companies was filed on June 25, 2001 in Docket No. 010889-TP. This amendment allows for new unbundling provisions, revising Sections in Attachment 2 of the original agreement.

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

DOCUMENT NUMBER-DATE

10105 AUG 16 2001

FPSC-COMMISSION CLERK

AMENDMENT TO  
INTERCONNECTION AGREEMENT BETWEEN  
BELLSOUTH TELECOMMUNICATIONS, INC.  
AND NEWSOUTH COMMUNICATIONS CORP.  
DATED MAY 18, 2001

This Agreement (the "Amendment") is made and entered into between BellSouth Telecommunications, Inc. ("BellSouth") a Georgia corporation, and NewSouth Communications Corp ("NewSouth") a Delaware corporation and shall be deemed effective as of the date of the last signature of both Parties ("Effective Date").

WHEREAS, The Parties desire to amend that certain Interconnection Agreement between BellSouth and NewSouth dated May 18, 2001 (the "Interconnection 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, BellSouth and NewSouth hereby covenant and agree as follows:

1. The Parties agree to include the following Sections in Attachment 2 of the Agreement.
  - 3.1.3.1 Unbundled Local Switching, together with Common Transport and, if necessary, Tandem Switching, provides to NewSouth local subscribers local calling and the ability to presubscribe to a primary carrier for intraLATA toll service and a primary carrier for interLATA toll service.
  - 3.1.3.2 Provided that NewSouth purchases unbundled local switching from BellSouth and uses the BellSouth CIC for its end users' LPIC or if a BellSouth local end user selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by an NewSouth local end user, or originated by a BellSouth local end user and terminated to an NewSouth local end user, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a party other than BellSouth). For such calls, BellSouth will charge NewSouth the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between BellSouth and NewSouth shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.
  - 3.1.3.3 Where NewSouth purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its end users'

LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from an NewSouth end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs. For such local calls, BellSouth will charge NewSouth the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and NewSouth shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

- 3.1.3.4 For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill NewSouth the UNE elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges, as appropriate.
- 3.1.3.5 Reverse billed toll calls, such as intraLATA 800 calls, calling card calls and third party billed calls, where BellSouth is the carrier shall also be considered as local calls and NewSouth shall not bill BellSouth originating or terminating switched access for such calls.
- 3.1.3.6 BellSouth shall assess retroactive charges for UNE transport and switching associated with using the BellSouth LPIC if a CLEC has been able to previously select BellSouth as the end user LPIC prior to the option allowing the selection of a BellSouth provided LATA-wide local calling area being offered.

5. The Parties agree that all of the other provisions of the Interconnection Agreement, dated May 18, 2001 shall remain in full force and effect.

6. For electronic filing purposes in the State of Louisiana, the CLEC Louisiana Certification Number is required and must be provided by NewSouth prior to filing of the Agreement. The CLEC Louisiana Certification Number for NewSouth is TSP00231.

7. 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 data indicated below.

BellSouth Telecommunications, Inc.

CW Boltz  
Signature

C.W. BOLTZ  
Name

MANAGING DIRECTOR  
Title

6-27-01  
Date

NewSouth Communications Corp

Jake E. Jennings  
Signature

Jake E. Jennings  
Name

Vice President Regulatory Affairs  
Title

June 26, 2001  
Date