

BELLSOUTH

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BellSouth Telecommunications, Inc.
Suite 400
150 South Monroe Street
Tallahassee, FL 32301-1556

marshall.criser@bellsouth.com

COMMISSION
CLERK

Marshall M. Criser III
Vice President
Regulatory & External Affairs

850 224 7798
Fax 850 224 5073

March 7, 2002

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

020192-TP

Re: Approval of Two Amendments to the Interconnection, Unbundling, Resale, and Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Time Warner Telecom of Florida, L.P. 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 Time Warner Telecom of Florida, L.P. 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 Time Warner Telecom of Florida, L.P.. The initial agreement between the companies was filed in Docket No. 000524-TP, on May 1, 2000, and was deemed effective by Order No. PSC-00-1151-FOF-TP on June 23, 2001.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting this amendment to the negotiated agreement between BellSouth and Time Warner Telecom of Florida, L.P. 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 agree that neither of these reasons exists as to the agreement they have negotiated and therefore, as such this amendment should be deemed effective by operation of law on June 7, 2002.

Very truly yours,

Marshall M. Criser III
Regulatory Vice President (LA)

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

02692 MAR -7 02

FPSC-COMMISSION CLERK

**ATTACHMENT TO TRANSMITTAL LETTER
FOR CLEC Contracts and Adoption Papers**

The Agreement entered into by and between Time Warner Telecom of Florida, L.P. and BellSouth Telecommunications, Inc., dated December 17, 2001, for the state(s) of Florida consists of the following:

ITEM	NO. PAGES
Amendment	4
TOTAL	4

**Amendment
to the
Interconnection Agreement
By and Between BellSouth Telecommunications, Inc.
And
Time Warner Telecom of Florida, L.P.
Dated April 4, 2000**

This Agreement refers to the Interconnection Agreement ("the Agreement") entered into by Time Warner Telecom of Florida, L.P. ("Time Warner Telecom") and BellSouth Telecommunications, Inc. ("BellSouth") April 4, 2000. This Amendment ("Amendment") is made by and between Time Warner Telecom and BellSouth and shall be deemed effective on the date executed by Time Warner Telecom and BellSouth.

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, Time Warner Telecom and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. The Parties agree the Agreement between Time Warner Telecom and BellSouth is hereby amended to add the following to Attachment 4, Section 3:

3.5 Virtual Collocation. Unless otherwise specified in this amendment, BellSouth shall provide virtual collocation in accordance with the Rates, Terms and Conditions as contained in BellSouth's FCC No 1 Tariff.

2. The Parties agree that the Agreement between Time Warner Telecom and BellSouth is hereby amended to add to Attachment 4, Exhibit A the following rates in Exhibit 1, which is attached hereto.

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

4. Either or both of the Parties are authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies 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.

BellSouth Telecommunications, Inc.

**Time Warner Telecom of Florida, L.P.
By: Time Warner Telecom General Partnership, its general partner
By: Time Warner Telecom General Partnership, its general partner**

Pat C. Finkle
Signature
PATRECA C. FINKLE
Name
MANAGING DIRECTOR
Title
12/17/01
Date

Tina Davis
Signature
Tina Davis
Vice President and
Deputy General Counsel

Name

Title

Date

Florida

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
EAF	Application Fee	Per Location	NA	\$4122.00
PE1DT	Application Fee for Co-Carrier Cross Connects Only	Per Application	NA	\$535.54
Cable Fees				
ESPCX	Cable Installation Charge	Per Cable	NA	\$965.00
ESPSX	Cable Support Charge	Per Cable	\$13.35	NA
Cross-Connect Fees				
UEAC2	2-Wire Cross-Connect	Per 100 Ckts	\$5.02	\$1157.00
UEAC4	4-Wire Cross-Connect	Per 100 Ckts	\$5.02	\$1157.00
CNC2F	2-Fiber Cross-Connect	Per Connection	\$6.71	\$2431.00
CNC4F	4-Fiber Cross-Connect	Per Connection	\$6.71	\$2431.00
CNC1X	Cross-Connect (BellSouth SPA)	Per DS1-Special	\$7.50	\$155.00 (First)/ \$14.00 (Add'l)
CNDS1	Cross-Connect (BellSouth SWA)	Per DS1	\$7.50	\$155.00 (First)/ \$14.00 (Add'l)
CND3X	Cross-Connect (BellSouth SPA)	Per DS3-Special	\$56.25	\$151.90 (First)/ \$11.83 (Add'l)
CNDS3	Cross-Connect (BellSouth SWA)	Per DS3	\$56.25	\$151.90 (First)/ \$11.83 (Add'l)
Co-Carrier Cross-Connect Fees				
PE1DS	Co-Carrier Cross-Connect-Copper or Coaxial Cable Support Structure	Per Linear Foot	\$0.0041	NA
PE1ES	Co-Carrier Cross-Connect-Fiber Cable Support Structure	Per Linear Foot	\$0.0028	NA
Floor Space Fees				

ESPVX	Floor Space	Per Square Foot	\$3.20	NA
ESPAX	Floor Space	Per Ampere	\$3.48	NA
	Training Expenses Per Trainee			
CTRLD	Living Expenses	Per Day	NA	\$136.67
CTRLX	Maintenance in CO Labor Rate	First ½ Hour and Each ½ Or Fraction Thereof		
	Basic Time			\$30.64
	Overtime			\$35.77
	Premium Time			\$40.90
CTRTA	Air Fare/Travel Expense	Per Trip	NA	\$555.00
	Security Escort Expenses		First ½ Hour or Fraction Thereof	Each Additional ½ or Fraction Thereof
SPTBX	Basic Time, Normally Scheduled Work Hours		\$41.00	\$25.00
SPTOX	Overtime, Outside of Normally Scheduled Working Hours on a Scheduled Work Day		\$48.00	\$30.00
SPTPX	Premium Time, Outside of Scheduled Work day		\$55.00	\$35.00

**AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
TIME WARNER TELECOM OF FLORIDA, L.P. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED APRIL 4, 2000**

THIS agreement amends the Interconnection Agreement ("the Agreement") entered into by Time Warner Telecom of Florida, L.P. ("Time Warner Telecom") and BellSouth Telecommunications, Inc. ("BellSouth") on April 4, 2000. This Amendment ("Amendment") is made by and between Time Warner Telecom and BellSouth and shall be deemed effective as of the date of the last signature of both Parties ("Effective Date").

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, Time Warner Telecom and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. The Parties hereby mutually agree to delete in its entirety Section 2.1 of the General Terms and Conditions of the Agreement and to replace it with the new Section 2.1 below:

2.1 The term of this Agreement shall expire on August 1, 2002.

2. All of the other provisions of the Interconnection Agreement shall remain unchanged and in full force and effect.

3. Either or both of the Parties are authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies 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.

BellSouth Telecommunications, Inc.

Time Warner Telecom of Florida, L.P.

**By: Time Warner Telecom General
Partnership, its general partner**

**By: Time Warner Telecom Holdings Inc., its
general partner**

By: Pat C. Fisher

By: Tina Davis

Name: Patricia C. Fisher

Name: Tina Davis
Vice President and
Deputy General Counsel

Title: Manager, Director

Title: _____

Date: 6/7/01

Date: 5-31-01

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**ATTACHMENT TO TRANSMITTAL LETTER
FOR CLEC Contracts and Adoption Papers**

The Agreement entered into by and between Time Warner Telecom of Florida, L.P. and BellSouth Telecommunications, Inc., dated December 17, 2001, for the state(s) of Florida consists of the following:

ITEM	NO. PAGES
Amendment	1
TOTAL	1