

BELLSOUTH

BellSouth Telecommunications, Inc.

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May 14, 2002

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

Re: Approval of Amendment to the Interconnection, Unbundling, Resale, and Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and PaeTec Communications, Inc. pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

020424-TP

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and PaeTec 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 PaeTec Communications, Inc.. The initial agreement between the companies was filed in Docket 011089-TP, on August 15, 2001, and was deemed effective by Operation of Law on November 15, 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 PaeTec 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 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 August 14, 2002.

Very truly yours,

Marshall M. Criser III

Regulatory Vice President (LA)

DOCUMENT NUMBER - DATE

05179 MAY 14 8

FPSC-COMMISSION CLERK

**AMENDMENT
TO THE
AGREEMENT BETWEEN
PAETEC
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JUNE 7, 2001**

Pursuant to this Amendment, (the "Amendment"), PaeTec Communications, Inc. ("PaeTec"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 7, 2001 ("Agreement").

WHEREAS, BellSouth and PaeTec entered into the Agreement on June 7, 2001, and;

WHEREAS, the Parties desire to amend the Agreement to amend the existing Attachment 3-Local Interconnection terms and rates,

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. Section 6.1.2 of Attachment 3 is hereby amended to include a new subsection 6.1.2.1 containing the following language:
 - 6.1.2.1 Effective as of July 1, 2002 through the expiration of this agreement, neither Party shall pay compensation to the other Party for per minute of use rate elements associated with the Call Transport and Termination of Local Traffic or ISP-bound Traffic. The appropriate elemental rates set forth in Exhibit A to this Attachment shall apply for Transit Traffic as described in Section 6.10 and to Multiple Tandem access as set forth in Section 1.9.8.
2. Attachment 3-Local Interconnection Exhibit A Rate Sheet is removed from the Agreement in its entirety and replaced with Attachment 3-Local Interconnection, Exhibit A Rate Sheet herein incorporated by reference as Exhibit 1 to this amendment.
3. This Agreement shall be deemed effective as of the date of the last signature of both Parties ("Effective Date").
4. All of the other provisions of the Agreement, dated June 7, 2001, shall remain in full force and effect.
3. 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.

PaeTec Communications, Inc

By: *Richard E. Ottalagana*

Name: Richard E. Ottalagana

Title: Executive Vice President

Date: April 16, 2002

BellSouth Telecommunications, Inc.

By: *Gregory R. Follenster*

Name: *Gregory R. Follenster*

Title: *Senior Director*

Date: *4/22/02*

EXHIBIT 1

LOCAL INTERCONNECTION - Florida										Attachment: 3		Exhibit. A				
GATE GORY	NOTES	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
NOTE: The Parties will report a Percent Local Facility ("PLF") factor to one another to represent the percentage of switched dedicated facilities utilized for local traffic. Detailed requirements associated with the PLF can be found in BellSouth's Jurisdictional Factors Reporting Guide, found at http://www.interconnection.bellsouth.com/guides/fac/pdf/factgu.pdf .																
COMPENSATION																
Single Rate for Local and ISP-bound Traffic (1/1/02 - 6/31/02)																
Local and ISP-bound Traffic (7/1/02 - expiration of agreement)																
COMPENSATION FOR TRANSIT AND MTA TRAFFIC																
Tandem Switching Function Per MOU																
Multiple Tandem Switching, per MOU (applies to initial tandem only)																
TRUNK CHARGE																
Installation Trunk Side Service - per DS0																
Dedicated End Office Trunk Port Service-per DS0**																
Dedicated End Office Trunk Port Service-per DS1**																
Dedicated Tandem Trunk Port Service-per DS0**																
Dedicated Tandem Trunk Port Service-per DS1**																
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
Common Transport - Per Mile, Per MOU																
Common Transport - Facilities Termination Per MOU																
LOCAL INTERCONNECTION (TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																
Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month																
Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS																
Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month																
Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month																
Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month																
Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																
Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month																
Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS3																
Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month																
Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month																
LOCAL CHANNEL - DEDICATED TRANSPORT																
Local Channel - Dedicated - 2-Wire Voice Grade per month																
Local Channel - Dedicated - 4-Wire Voice Grade per month																
Local Channel - Dedicated - DS1 per month																
Local Channel - Dedicated - DS3 Facility Termination per month																
LOCAL INTERCONNECTION MID-SPAN MEET																
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
Local Channel - Dedicated - DS1 per month																
Local Channel - Dedicated - DS3 per month																
MULTIPLEXERS																
Channelization - DS1 to DS0 Channel System																
DS3 to DS1 Channel System per month																

LOCAL INTERCONNECTION - Florida										Attachment: 3				Exhibit A			
CATEGORY	NOTES	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	13.78	10.07	7.08								
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																	