

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

020427-TL


Re: Approval of Amendment to the Interconnection, Unbundling, Resale, and Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Knology Holdings, Inc. on behalf of its Florida affiliate, Knology 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 Knology Holdings, Inc. on behalf of its Florida affiliate, Knology 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 Knology Holdings, Inc. on behalf of its Florida affiliate, Knology of Florida, Inc.. The initial agreement between the companies was filed in Docket 010057-TP on January 12, 2001, and was deemed effective by Order No. PSC-01-0582-FOF-TP on March 12, 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 Knology Holdings, Inc. on behalf of its Florida affiliate, Knology 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 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,


Regulatory Vice President (KA)

DOCUMENT NUMBER DATE

05182 MAY 14 8

FPSC-COMMISSION CLERK

ATTACHMENT TO TRANSMITTAL LETTER

The Amendment entered into by and between Knology Holdings, Inc. and BellSouth Telecommunications, Inc., dated April 2, 2002, for the state of Florida consists of the following:

ITEM	NO. PAGES
Amendment	1
Exhibit 1	2
TOTAL	3

**THIRD AMENDMENT
TO THE
INTERCONNECTION AGREEMENT
BETWEEN**

**Knology of Alabama, Inc., Knology of Florida, Inc., Knology of Georgia, Inc., Knology of
Kentucky, Inc., Knology of North Carolina, Inc., Knology of South Carolina, Inc., and
Knology of Tennessee, Inc.
AND
BellSouth Telecommunications, Inc.**

DATED September 9, 2000

Pursuant to this Amendment, (the "Amendment"), Knology of Alabama, Inc., Knology of Florida, Inc., Knology of Georgia, Inc., Knology of Kentucky, Inc., Knology of North Carolina, Inc., Knology of South Carolina, Inc., and Knology of Tennessee, Inc., ("Knology"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated September 9, 2000 ("Agreement").

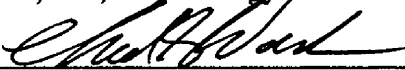
WHEREAS, BellSouth and Knology entered into the Agreement on September 9, 2000, and;

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. Attachment 2, Network Elements and Other Services, Exhibit D is hereby amended to delete and replace the rates for Unbundled Network Terminating Wire, as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
2. All of the other provisions of the Agreement, dated September 9, 2000, 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.


**Knology of Alabama, Inc., Knology of Florida, Inc., Knology of Georgia, Inc., Knology of Kentucky, Inc.,
Knology of North Carolina, Inc., Knology of South Carolina, Inc., and Knology of Tennessee, Inc.**

By: 

Name: CHAD S. WACHTER

Title: VP/GENERAL COUNSEL

Date: 4/1/02

By: 

Name: C. W. Boltz

Title: Managing Director

Date: 4/2/02

EXHIBIT 1

UNBUNDLED NETWORK ELEMENTS - Florida										Attachment: 2		Exhibit: D										
CATEGORY	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	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																						
OPERATIONAL SUPPORT SYSTEMS																						
NOTE: (1) Electronic Service Order: CLEC should contact its contract negotiator, if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC may elect the regional electronic service ordering charge.																						
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOME C rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOME C rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																						
SUB-LOOPS																						
	Unbundled Network Terminating Wire (UNTW)																					
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.2286	18 02	18 02			11 90											