

BELLSOUTH

ORIGINAL

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Marshall M. Criser III
Vice President
Regulatory & External Affairs

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October 25, 2002

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

RECEIVED FPSC
OCT 25 PM 4:54
COMMISSION
CLERK

021100-TP

Re: Approval of Two Amendments to the Interconnection, Unbundling, Resale, and Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and ITC^DeltaCom Communications, Inc. d/b/a ITC^ DeltaCom 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 ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom are submitting to the Florida Public Service Commission Two Amendments 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 ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom. The initial agreement between the companies was filed in FPSC Docket No. 990750-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting these Two Amendments to the negotiated agreement between BellSouth and ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom 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 these Two Amendments should be deemed effective by operation of law on January 23, 2003.

Very truly yours,

Regulatory Vice President

(KA)

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ORIGINAL

**Amendment to the Interconnection Agreement
By and Between BellSouth Telecommunications, Inc.
And ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom
Dated February 9, 2001**

This Amendment ("Amendment") is made and entered into by and between ITC^DeltaCom Communications, Inc. ("ITC^DeltaCom") and BellSouth Telecommunications, Inc. ("BellSouth") and is intended to amend the Interconnection Agreement ("the Agreement") entered into by ITC^DeltaCom and BellSouth for the state Florida, dated February 9, 2001.

NOW THEREFORE, in consideration of the provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ITC^DeltaCom and BellSouth hereby covenant and agree as follows:

1. Sections 8.3.3 and 8.3.6.1 of Attachment 2 of the Interconnection Agreement are hereby deleted and shall be replaced with new Sections 8.3.3 and 8.3.6.1 of Attachment 2 incorporated herein below by this reference:

8.3.3 BellSouth shall provide EEL combinations to ITC^DeltaCom in Florida regardless of whether or not such EELs are Currently Combined. Furthermore, BellSouth will make available EEL combinations to ITC^DeltaCom in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, in the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs regardless of whether or not such EELs are Currently Combined. Except as stated above, EELs will be provided to ITC^DeltaCom only to the extent such network elements are Currently Combined.

8.3.6.1 Florida

2. Section 8.4.1 and 8.4.2.1 of Attachment 2 of the Interconnection Agreement are hereby deleted and shall be replaced with new Sections 8.4.1 and 8.4.2.1 of Attachment 2 incorporated herein below by this reference:

8.4.1 In the state of Florida, BellSouth shall make available to ITC^DeltaCom, in accordance with Section 8.4.2.1 below: (1) combinations of network elements other than EELs that are Currently Combined; and (2) combinations of network elements other than EELs that are not Currently Combined but that BellSouth ordinarily combines in its network.

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8.4.2.1 Florida

3. Section 8.6.2.1 and 8.6.2.3 of Attachment 2 of the Interconnection Agreement are hereby deleted and shall be replaced with new Sections 8.6.2.1 and 8.6.2.3 of Attachment 2 incorporated herein below by this reference:

8.6.2.1 In Florida, BellSouth shall provide to ITC^DeltaCom combinations of port and loop network elements to ITC^DeltaCom on an unbundled basis regardless of whether or not such combinations are Currently Combined except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 8.6.1.2 above. The rates for such combinations shall be the cost based rates set forth in Attachment 11.

8.6.2.3 In Florida, except in those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 8.6.1.1 and 8.6.1.2, BellSouth shall provide to ITC^DeltaCom combinations of port and loop network elements that are not Currently Combined. The rate for such combinations shall be the market rates in Exhibit A, Attachment 11. If a market rate is not set forth in Exhibit A for a UNE port/loop combination, such rate shall be negotiated by the Parties.

4. The Parties agree to delete the Notes in Exhibit A, Attachment 11, Enhanced Extended Link (EELs) of the Interconnection Agreement in their entirety and replace them with the Notes in Exhibit A, Attachment 11, Enhanced Extended Link (EELs) attached and incorporated herein by this reference.
5. All of the other provisions of the Interconnection Agreement shall remain unchanged and in full force and effect.
6. Either or both of the Parties are authorized to submit this Amendment to the Regulatory Agency for approval subject to Section 252 (e) of the Federal Telecommunications Act of 1996.
7. This Amendment is made effective immediately following the last signature of both Parties. The term of this Agreement shall expire on December 31, 2002.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**ITC^DeltaCom Communications,
Inc. d/b/a ITC^DeltaCom**

**BellSouth Telecommunications,
Inc.**

Netette S. Edwards
Signature

Elia Shiroishi
Signature

Netette S. Edwards
Name

ELIZABETH R. A. SHIROISHI
Name

Director - Regulatory
Title

ASST Director - Interconnection SCS
Title

9-18-02
Date

09-19-02
Date

UNBUNDLED NETWORK ELEMENTS - Florida										Attachment 11				Exhibit A		
CATEGORY	RATE ELEMENTS	Inter	Zone	BCS	USOC	RATES(S)	Svc Order Submitted Elec per LSR	Svc Order Submitted Monthly 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	OBS Rates(S)			
													Rec	Nonrecurring		Nonrecurring Disconnect
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN		
The "Rec" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Designated LINE Zones. To view Geographically Designated LINE Zone Designations by Central Office, refer to Internal Website: http://www.sbc.com/centraloffice/centraloffice_a_class/interconnection.htm																
ENHANCED RETAIRED LBNK (EELs)																
NOTE: New Density Zones 1 EELs are available in the following BSAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL; Atlanta, Ga; New Orleans, LA.																
NOTE: Charlotte, Charlotte-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; and Nashville, TN.																
NOTE: In Florida, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs. (Non-recurring rates do not apply.)																
NOTE: In Florida the EEL network elements apply to currently combined network elements (No Switch As Is Charge). When upgrading currently combined network elements, Non-recurring rates do apply.																

**AMENDMENT
TO THE
AGREEMENT BETWEEN
ITC^DELTA COM COMMUNICATIONS, INC. d/b/a ITC^DELTA COM
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED FEBRUARY 9, 2001**

Pursuant to this Amendment, (the "Amendment"), ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom, ("ITC^DeltaCom") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated February 9, 2001 ("Agreement") to be effective on the date of the last signature executing the Amendment.

WHEREAS, BellSouth and ITC^DeltaCom entered into the Agreement on February 9, 2001, 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. The Parties agree to add to the rates in Attachment 11, the rates set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference.
2. All of the other provisions of the Agreement, dated February 9, 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.
4. Neither party waives any right to seek clarification from the Commission regarding retroactive application of the rates contained in this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

ITC^DeltaCom Communications, Inc.
d/b/a ITC^DeltaCom


By: 

Name: TERRY WRIGHT

Title: VICE PRESIDENT

Date: 9-19-02

BellSouth Telecommunications, Inc.

By: 

Name: E. A. Shiroguchi

Title: Assistant Dir.

Date: 09-20-02

UNBUNDLED NETWORK ELEMENTS - Florida											Attachment: 11							
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-Add1	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add1	OSS Rates(\$)					
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEC
							First	Add'l	First	Add'l								
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																		
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																		
Exchange Ports																		
NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs																		
2-WIRE VOICE GRADE LINE PORT RATES (RES)																		
	Florida Area Calling Port without Caller ID capability			UEPSR	UEPA9	1.40	3.74	3.63	1.88	1.80							11.90	
	Florida Extended Dialing for use with CREX7 and Caller ID			UEPSR	UEPA1	1.40	3.74	3.63	1.88	1.80							11.90	
	Florida Extended Dialing for use with CREX7 and without Caller ID capability			UEPSR	UEPA8	1.40	3.74	3.63	1.88	1.80							11.90	
	Low Usage Line Port without Caller ID capability			UEPSR	UEPRT	1.40	3.74	3.63	1.88	1.80							11.90	
2-WIRE VOICE GRADE LINE PORT RATES (BUS)																		
	Incoming Only without Caller ID capability			UEPSB	UEPBE	1.40	3.74	3.63	1.88	1.80							11.90	
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																		
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																		
2-Wire Voice Grade Line Port (Res)																		
	Florida Area Calling Port without Caller ID capability			UEPRX	UEPA9	1.17	53.31	26.46									11.90	
	Florida Extended Dialing for use with CREX7 and Caller ID			UEPRX	UEPA1	1.17	53.31	26.46									11.90	
	Florida Extended Dialing for use with CREX7 and without Caller ID capability			UEPRX	UEPA8	1.17	53.31	26.46									11.90	
	Low Usage Line Port without Caller ID capability			UEPRX	UEPRT	1.17	53.31	26.46									11.90	
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																		
2-Wire Voice Grade Line Port (Bus)																		
	Incoming Only without Caller ID capability			UEPBX	UEPBE	1.17	53.31	26.46									11.90	
UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES																		
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																		
2-Wire Voice Grade Line Port (Res)																		
	Florida Area Calling Port without Caller ID capability			UEPRX	UEPA9	14.00	90.00	90.00									11.90	
	Florida Extended Dialing for use with CREX7 and Caller ID			UEPRX	UEPA1	14.00	90.00	90.00									11.90	
	Florida Extended Dialing for use with CREX7 and without Caller ID capability			UEPRX	UEPA8	14.00	90.00	90.00									11.90	
	Low Usage Line Port without Caller ID capability			UEPRX	UEPRT	14.00	90.00	90.00									11.90	
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																		
2-Wire Voice Grade Line Port (Bus)																		
	Incoming Only without Caller ID capability			UEPBX	UEPBE	14.00	90.00	90.00									11.90	