



ORIGINAL

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March 7, 2007

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
07 MAR 12 PM 4:28
COMMISSION
CLERK

070164-TP

Re: Approval of 2 Amendments to the interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and Florida Digital Network, Inc d/b/a FDN Communications

Dear Mrs. Bayo:

Please find enclosed for filing and approval, the original and two copies of BellSouth Telecommunications, Inc.'s 2 Amendments to interconnection, unbundling, resale and collocation Agreement with Florida Digital Network, Inc d/b/a FDN Communications

The underlying agreement was filed in docket 060538-TP.

If you have any questions, please do not hesitate to call Robyn Holland at (850) 577-5551.

Very truly yours,

Gregory D. Hendrix
Regulatory Vice President

DOCUMENT NUMBER DATE

02218 MAR 12 07

FPSC-COMMISSION CLERK

**Amendment to the Agreement
Between
Florida Digital Network, Inc. d/b/a FDN Communications
and
BellSouth Telecommunications, Inc.
Dated September 1, 2006**

Pursuant to this Amendment, (the "Amendment"), Florida Digital Network, Inc. d/b/a FDN Communications ("FDN"), 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 1, 2006 ("Agreement") to be effective the date of the last signature executing the Amendment ("Effective Date").

WHEREAS, BellSouth and FDN entered into the Agreement on September 1, 2006, and;

WHEREAS, FDN has requested access to the Loop Qualification System ("LQS"). LQS was originally designed as an internal tool utilized by BellSouth and Internet Service Providers ("ISPs") selling BellSouth Digital Subscriber Line ("DSL") Service to determine if a telephone number(s) at a specific service address qualified for BellSouth DSL Service.

1. The Parties agree to add the following language to Attachment 2 of the Agreement:
 - 2.10 In consideration of the terms and conditions enumerated below, BellSouth hereby agrees to provide FDN access to LQS and a bulk list of DSL qualified customers from LQS ("Bulk List") on a nondiscriminatory basis in the same manner that BellSouth may provide to itself when ordering the same service on behalf of its customers.
 - 2.10.1 BellSouth makes no claim as to the accuracy or completeness of either LQS or the Bulk List.
 - 2.10.2 FDN is responsible for complying with local, state, and federal law in its use of the Bulk List for the purpose of, but not limited to, marketing of service through direct mail or telemarketing. Furthermore, FDN hereby agrees to refrain from abusive telemarketing practices.
 - 2.10.3 FDN agrees that it will use the LQS information and the Bulk List and/or any information directly derived from the Bulk List for the sole purpose of qualifying and selling its own DSL services (whether by itself or in a package of other offerings) or BellSouth's wholesale DSL services.
 - 2.10.4 FDN will not use the Bulk List for the purpose of conducting research, marketing, qualifying, or selling products and/or services other than its own DSL services or BellSouth's wholesale DSL services.

- 2.10.5 FDN will not provide the Bulk List, any portion or portions of the Bulk List, copies of the Bulk List, or any information derived directly from the Bulk List to others without the prior written consent of the BellSouth.
 - 2.10.6 FDN acknowledges and agrees to the BellSouth's right to revoke and terminate the use of the Bulk List by FDN. The BellSouth may exercise this right of revocation and/or termination at any time, for any purpose, by oral or written notice to FDN. In such event, FDN agrees to immediately destroy or return all copies and/or components of the Bulk List. For purposes of this paragraph, the term "immediately" shall be defined as a period of time not to exceed forty-eight (48) hours.
2. All of the other provisions of the Agreement, dated September 1, 2006, shall remain in full force and effect.
 3. Either or both of the Parties are 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 have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.

By: Kristen E. Shore
Name: Kristen E. Shore
Title: Director
Date: 2/27/07

**Florida Digital Network, Inc. d/b/a
FDN Communications**

By: Don Boerema
Name: Don Boerema
Title: COO
Date: 2/27/07

**Amendment to the Agreement
Between
Florida Digital Network, Inc. d/b/a FDN Communications
and
BellSouth Telecommunications, Inc.
Dated September 1, 2006**

Pursuant to this Amendment, (the "Amendment"), Florida Digital Network, Inc. d/b/a FDN Communications (FDN), 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 1, 2006 (Agreement) to be effective the date of the last signature executing the Amendment (Effective Date).

WHEREAS, BellSouth and FDN entered into the Agreement on September 1, 2006, 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 that the terms, conditions, and rates as set forth in the Agreement dated September 1, 2006, shall apply to all services that are currently provided under the MPower Communications Corp Interconnection Agreement dated February 28, 2003, for the state of Florida. The Parties further agree that as of the effective date of this Amendment, the MPower Communications Corp Interconnection Agreement dated February 28, 2003 for the state of Florida will be deemed as terminated.
2. The Parties agree to add the following language to Attachment 2, Section 1.3:

In some cases, Commissions have ordered BellSouth to separate its disconnect costs and its installation costs into two separate nonrecurring charges. Accordingly, unless otherwise noted in this Agreement, the Commission ordered disconnect charges will be applied at the time the disconnect activity is performed by BellSouth, regardless of whether or not a disconnect order is issued by FDN. Disconnect charges are set forth in the rate exhibit of this Attachment.

3. The Parties agree to amend the rates in Attachment 2, Exhibit A, and the rates in Attachment 4, Exhibit B by adding the rates as set forth in Exhibit 1 attached herein by this reference.
4. All of the other provisions of the Agreement, dated September 1, 2006, shall remain in full force and effect.
3. Either or both of the Parties are 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 have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.

By: *Kristen E. Shore*

Name: Kristen E. Shore

Title: Director

Date: 2/27/07

**Florida Digital Network, Inc. d/b/a
FDN Communications**

By: *Don Boerema*

Name: Don Boerema

Title: COO

Date: 2/27/07

ON ITS OWN BEHALF AND AS
SUCCESSOR AND ASSIGNEE OF THE
FLORIDA ASSETS AND
INTERCONNECTION AGREEMENT OF
MPOWER COMMUNICATIONS CORP.

UNBUNDLED NETWORK ELEMENTS - Florida																
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 2 Exh A				
						Rec	Nonrecurring		Nonrecurring Disconnect			SOME C	SOMAN	SOMAN	SOMAN	SOMAN
							First	Add'l	First	Add'l						
LOOP MODIFICATION																
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UEA	ULM2L		0.00	0.00								
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UEANL	ULM2L		0.00	0.00								
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UEA	ULM4L		0.00	0.00								
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UEA	ULMBT		10.52	10.52								
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UEANL	ULMBT		10.52	10.52								

UNBUNDLED NETWORK ELEMENTS - Florida																	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 4 Exh B								
									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	OSS Rates(\$)		SOMAN		
						Rec	Nonrecurring		Nonrecurring Disconnect		SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
							First	Add'l	First	Add'l							
VIRTUAL COLLOCATION																	
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UDC	UEAC2	0.0201	7.32	5.37	4.58	2.71							