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

850 224-7798  
Fax 850 224-5073

Marshall M. Criser III  
Regulatory Vice President

FEB 29 PM 4:24  
RECORDS AND REPORTING

February 29, 2000

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

*000198-TP*

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Kexa, d/b/a Capital Explorations Communications 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 Kexa, d/b/a Capital Explorations Communications 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 Kexa, d/b/a Capital Explorations Communications. The Commission approved the initial agreement between the companies in Order No. 99-0312-FOF-TP issued February 18, 1999 in Docket 981837-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Kexa, d/b/a Capital Explorations Communications 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 aver that neither of these reasons exist as to the agreement they have negotiated and therefore, are very hopeful that the Commission shall approve their agreement.

Very truly yours,

*Marshall M. Criser III*  
Regulatory Vice President  
*(MC)*

DOCUMENT NUMBER-DATE  
02694 FEB 29 8  
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**ATTACHMENT TO TRANSMITTAL LETTER**

The amendment entered into by and between Kexa, d/b/a Capital Explorations Communications and BellSouth Telecommunications, Inc., dated 02/16/2000, for the state of Florida consists of the following:

ITEM	NO. PAGES
Amendment	4
TOTAL	4

**Amendment to  
Master Interconnection Agreement  
by and between  
BellSouth Telecommunications, Inc.  
and Kexa d/b/a Capital Explorations Communications  
dated November 20, 1998**

This Agreement (the Amendment) refers to the Interconnection Agreement ("the Agreement") entered into by and between Kexa d/b/a Capital Explorations Communications ("Capital Explorations") and BellSouth Telecommunications, Inc. ("BellSouth") on November 20, 1998. The Amendment may refer to Capital Explorations and BellSouth or both as "Party" or "Parties" and shall be deemed effective on the date executed by the Parties.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge Capital Explorations and BellSouth hereby covenant and agree as follows:

1. Section 8, Transport, of the Agreement is renamed as Transport and Dark Fiber.
2. Section 8 is further amended to add provisions for Dark Fiber under 8.4 as follows:
  - 8.4 BellSouth agrees to offer access to Dark Fiber pursuant to the terms and conditions following and at the rates set forth in this Attachment. In Georgia, BellSouth is not required to construct the fiber if it is not available. In Kentucky, if BellSouth has plans to use the fiber in a three year planning period, there is no requirement to provide it. In all other states, BellSouth is not required to place the fibers if there are no fibers available. The Parties agree that Dark Fiber will be used in the provisioning of local service.
    - 8.4.1 Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available. No regeneration or optical amplification will be included with this element.

**8.4.2 Requirements**

**8.4.2.1** BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. BellSouth shall offer all Dark Fiber to Capital Explorations pursuant to the prices set forth in Exhibit A to the Amendment.

**8.4.2.2** Capital Explorations may test the quality of the Dark Fiber to confirm its usability and performance specifications.

**8.4.2.3** BellSouth shall use its best efforts to provide to Capital Explorations information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from Capital Explorations ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation").

**8.4.2.4** BellSouth shall use its best efforts to make Dark Fiber available to Capital Explorations within thirty (30) business days after it receives written confirmation from Capital Explorations that the Dark Fiber previously deemed available by BellSouth is wanted for use by Capital Explorations. This includes identification of appropriate connection points, e.g., Light Guide Interconnection (LGX) or splice points, to enable Capital Explorations to connect or splice Capital Explorations provided transmission media, e.g., optical fiber, or equipment to the Dark Fiber.

3. Section 8.4, Switching, of the Agreement shall be renumbered as 8.5.
4. The Parties agree that all other provisions of the Agreement dated November 20, 1998, shall remain in full force and effect.
5. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Florida Public Service Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, 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.

**Kexa d/b/a Capital Explorations  
Communications**

Aixa D. Shulte  
Signature

Aixa Diaz Shulte  
Name

President  
Title

2-9-2000  
Date

**BellSouth Telecommunications, Inc.**

Jerry D. Handrix  
Signature

Jerry D. Handrix  
Name

Sr. Director, Wholesale Pricing Operations  
Title

2/16/00  
Date

**Dark Fiber Rates - Florida**

<b>Per four-fiber stands, per route mile or fraction thereof, per month</b>	<b>\$55.35</b>
- Nonrecurring, per each four-fiber dry fiber arrangement - First	\$1,715.61
- Nonrecurring, per each four-fiber dry fiber arrangement - Additional	\$622.68