

RECEIVED-FPSC

 **BELLSOUTH**

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

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98 NOV 23 PM 4:45

A. M. Lombardo  
Regulatory Vice President

RECORDS AND  
REPORTING

November 23, 1998

981699-TP

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

Re: Approval of two Amendments to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Express Telecommunications, Inc. pursuant to Sections 251 and 252 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and Express Telecommunications, Inc. are submitting to the Florida Public Service Commission two amendments to their negotiated agreement for the purchase of BellSouth's telecommunications services for the purpose of resale to end users by Express Telecommunications, Inc. The Commission approved the initial agreement between the companies in Order No. PSC-98-0497-FOF-TP issued April 10, 1998 in Docket 980034-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the amendments to the negotiated agreement between BellSouth and Express Telecommunications, 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 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 amendment.

Very truly yours,

  
Regulatory Vice President  
(af)

DOCUMENT NUMBER-DATE

13246 NOV 23 88

FPSC-RECORDS/REPORTING

AMENDMENT  
TO  
THE RESALE AGREEMENT BETWEEN  
EXPRESS TELECOMMUNICATIONS, INC. AND  
BELLSOUTH TELECOMMUNICATIONS, INC.  
DATED DECEMBER 17, 1997

Pursuant to this Agreement (the "Amendment"), Express Telecommunications, Inc. ("ETI") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to as the "Parties", hereby agree to amend the Resale Agreement between the Parties dated December 17, 1997 ("Resale Agreement").

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 following language shall be included as Section III.T.2 of the Agreement:

All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from CLECs who utilize the services. Charges for use of Operational Support Systems (OSS) shall be as set forth in Exhibit A of this Agreement.

2. Exhibit A of the Resale Agreement shall be amended to include the Operational Support Systems (OSS) Rate Table attached hereto as Attachment 1 of this Amendment.

3. All of the other provisions of the Resale Agreement shall remain unchanged and in full force and effect.

4. Either or both of the Parties is authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies 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.

Express Telecommunications, Inc. BellSouth Telecommunications, Inc.

By: [Signature]

Signature

Name: Charles E. Clark

Printed Name

Title: President

Date: 10/21/98

By: [Signature]

Signature

Name: Jerry Hendrix

Printed Name

Title: Director

Date: 10-15-98

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

**Attachment 1**

**EXHIBIT A  
(Amended)**

	<b>OPERATIONAL SUPPORT SYSTEMS (OSS) RATES</b>			
	<b>Interactive Ordering and Trouble Maintenance System</b>		<b>OSS Order Charge</b>	
	<b>Non-Recurring Establishment Charge</b>	<b>Monthly Recurring Charge</b>	<b>Electronic</b> Per LSR received from the CLEC by one of the OSS interactive interfaces	<b>Manual</b> Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
ALABAMA	\$100.00	\$50.00	\$10.80	\$22.00
FLORIDA	\$100.00	\$50.00	\$10.80	\$22.00
GEORGIA	\$200.00	Per 1,000 electronic LSRs received from the CLEC <sup>1</sup> First 1,000 - \$550.00 Add'l 1,000 - \$110.00	Note <sup>2</sup>	\$22.00
KENTUCKY	\$100.00	\$50.00	\$10.89	\$22.00
LOUISIANA	\$100.00	\$50.00	\$9.16	\$22.00
MISSISSIPPI	\$100.00	\$50.00	\$10.80	\$22.00
NORTH CAROLINA	\$100.00	\$50.00	\$10.80	\$22.00
SOUTH CAROLINA	\$100.00	\$50.00	\$10.80	\$22.00
TENNESSEE	\$100.00	\$50.00	\$10.80	\$22.00

Rates for Operational Support Systems stated above are interim and are subject to modification based upon receipt of a final, non-appealable order by each state's Public Service Commission.

In addition to OSS charges, applicable service order and related charges apply per the tariff.

<sup>1</sup> The Charge per 1,000 LSRs applies on a per CLEC basis.

<sup>2</sup> The Georgia Public Service Commission ("PSC") ordered in Docket 7061 that there would be no OSS charge within the Charge for Electronic Order column. Instead the Georgia PSC ordered monthly recurring charges based on the number of LSRs received from the CLEC.

AMENDMENT TO  
RESALE AGREEMENT BETWEEN  
BELLSOUTH TELECOMMUNICATIONS, INC.  
AND EXPRESS TELECOMMUNICATIONS, INC.  
DATED DECEMBER 17, 1997

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth or Company") and Express Telecommunications, Inc. ("ETI") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Resale Agreement between the Parties dated December 17, 1997 ("Resale Agreement").

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 hereby agree that Section VIII.A of the Resale Agreement is amended by inserting the following sentence as Subsection 6. at the end of Section VIII.A

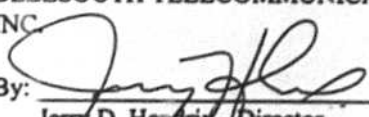
BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility.

2. The Parties agree that all of the other provisions of the Resale Agreement, dated December 17, 1997, shall remain in full force and effect.
3. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate 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.

BELLSOUTH TELECOMMUNICATIONS,  
INC.

By: \_\_\_\_\_

  
Jerry D. Hendrix - Director

DATE: \_\_\_\_\_

10/15/98

EXPRESS TELECOMMUNICATIONS, INC.

By: \_\_\_\_\_

DATE: \_\_\_\_\_

10/21/98