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 **BELLSOUTH**

BellSouth Telecommunications, Inc.
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A. M. Lombardo
Regulatory Vice President

RECORDS AND
REPORTING

98 NOV 30 PM 4:33

November 30, 1998

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

981774-TP

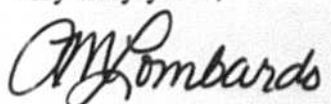
Re: Approval of an Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Navigator Telecommunications, LLC pursuant to Sections 251 and 252 of the Telecommunications Act of 1996

Dear Mrs. Bayo:


Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and Navigator Telecommunications, LLC are submitting to the Florida Public Service Commission their amendment to their negotiated agreement for the purchase of BellSouth's telecommunications services for the purpose of resale to end users by Navigator Telecommunications, LLC. The Commission approved the initial agreement between the companies in Order No. PSC-98-1326-FOF-TP issued October 12, 1998 in Docket 980898-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the amendment to the negotiated agreement between BellSouth and Navigator Telecommunications, LLC 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
(22)

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND NAVIGATOR TELECOMMUNICATIONS, LLC
DATED JUNE 12, 1998

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth or Company") and Navigator Telecommunications, LLC. ("Navigator") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated June 12, 1998 ("Interconnection 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 15.2.2 of Attachment 2 of the Interconnection Agreement is amended by adding the following sentence to the end of Section 15.2.2:

Navigator shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

2. The Parties hereby agree that SECTION 4 of Attachment 3 of the Interconnection Agreement is amended by adding the following sentence to the end of SECTION 4:

Trunk installation charges, both non-recurring and recurring, assessed by either party, as well as all terms and conditions, associated with interconnecting trunk groups between BellSouth and Navigator shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.

3. The Parties hereby agree that the section titled "Local Interconnection (Call Transport and Termination)" of all exhibits of ATTACHMENT 11 (rate table) of the Interconnection Agreement is amended by deleting the line labeled:

Common Transport Trunk Installation, per trunk, NRC	BST Tariff Rates
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and inserting in its place a line to read:

All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and Navigator shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff	BST State Access Tariff Rates
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4. The parties hereby agree that Section 3.3 of Attachment 6 of the Interconnection Agreement is deleted in its entirety and a new Section 3.3, following, is inserted in its place to reflect the new language in SECTION 3.3 of the Interconnection Agreement.

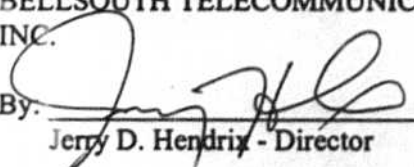
3.3 Use of Facilities. When a customer of Navigator elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to Navigator by BellSouth for retail or resale service, unbundled loop and/or unbundled port for that customer. In addition, 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.

- 3.3.1 Upon receipt of a service order, BellSouth will do the following:
- 3.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current interval guidelines.
 - 3.3.1.2 Reuse the serving facility for the retail, resale service, or unbundled network element at the same location.
 - 3.3.1.3 Notify Navigator subsequent to the disconnect order being completed.

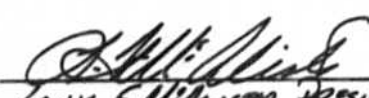
5. The Parties agree that all of the other provisions of the Interconnection Agreement, dated June 12, 1998, shall remain in full force and effect.

6. 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

NAVIGATOR TELECOMMUNICATIONS, LLC.
By: 
LOUIS F. McALISTER, PRESIDENT/CEO

DATE: 11/2/98