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December 8, 2000

Ms. Blanca S. Bayo, Director  
Division of Records & Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

001767-TP

RECEIVED-FPSC  
00 DEC - 8 PM 3:00  
RECORDS AND REPORTING

Re: Docket No.  
Petition of Verizon Florida Inc. for Approval of First Amendment to Resale  
Agreement with MET Communications Inc.

Dear Ms. Bayo:

Please find enclosed for filing an original and five copies of Verizon Florida Inc.'s  
Petition for Approval of First Amendment to Resale Agreement with MET  
Communications Inc. The amendment consists of a total of two pages. Service has  
been made as indicated on the Certificate of Service. If there are any questions  
regarding this matter, please contact me at (813) 483-2617.

Very truly yours,

Kimberly Caswell

or

KC:tas  
Enclosures

RECEIVED & FILED  
*Mas*  
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE  
15805 DEC-88  
FPSC-RECORDS/REPORTING

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of First Amendment )  
to Resale Agreement Between Verizon Florida )  
Inc. and MET Communications Inc. )  
\_\_\_\_\_ )

Docket No. 001767-TP  
Filed: December 8, 2000

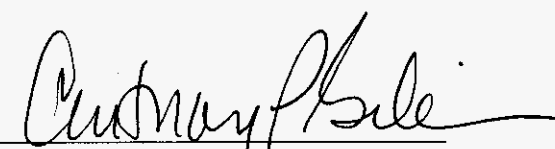
**PETITION FOR APPROVAL OF FIRST AMENDMENT TO  
RESALE AGREEMENT BETWEEN  
VERIZON FLORIDA INC. AND MET COMMUNICATIONS INC.**

Verizon Florida Inc. (Verizon), formerly GTE Florida Incorporated, files this petition before the Florida Public Service Commission (Commission) seeking approval of the first amendment to its resale agreement with MET Communications Inc. In support of this petition, Verizon states:

The original agreement between the parties was approved by the Commission by Order No. PSC-97-1591-FOF-TP issued December 22, 1997 in Docket No. 971211-TP. The attached amendment modifies Article II, Section 1.12 of the agreement pertaining to "Local Traffic."

Verizon respectfully requests that the Commission approve the attached amendment and that Verizon be granted all other relief proper under the circumstances.

Respectfully submitted on December 8, 2000.

By:   
Kimberly Caswell  
P. O. Box 110, FLTC0007  
Tampa, Florida 33601-0110  
Telephone No. (813) 483-2617

Attorney for Verizon Florida Inc.

DOCUMENT NUMBER-DATE

15805 DEC-88

FPSC-RECORDS/REPORTING

**FIRST AMENDMENT TO  
RESALE AGREEMENT  
BETWEEN  
VERIZON FLORIDA INC. F/K/A GTE FLORIDA INCORPORATED  
AND  
MET COMMUNICATIONS INC.**

**THIS FIRST AMENDMENT** to Resale Agreement (the "Agreement") which became effective September 16, 1997, is by and between Verizon Florida Inc. f/k/a GTE Florida Incorporated (collectively "Verizon") and MET Communications Inc. ("MET"), Verizon and MET being referred to collectively as the "Parties" and individually as a "Party". This First Amendment covers services in the state of Florida (the "State").

**WHEREAS**, the Agreement, was approved by the Commission's Order dated December 2, 1997 in Docket No. 971211 (Agreement); and

**WHEREAS**, subsequent to the approval of the Agreement, MET and Verizon agreed to amend the Agreement; and

**WHEREAS**, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement; and

**NOW, THEREFORE**, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Article II, Section 1.12 of the Agreement which stated:

**"Local Traffic"** means traffic that is originated by an end user of one Party and terminates to the end user of the other Party within GTE's then current local serving area, including mandatory local calling scope arrangements. A mandatory local calling scope arrangement is an arrangement that requires end users to subscribe to a local calling scope beyond their basic exchange serving area. Local Traffic does not include optional local calling scopes (i.e., optional rate packages that permit the end user to choose a local calling scope beyond their basic exchange serving area for an additional fee), referred to hereafter as "optional EAS."

Is hereby modified and replaced with the following language:

**Local Traffic.**

Traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network within Verizon's then current local calling area (including non-optional local calling scope arrangements) as defined in Verizon's effective Customer Tariffs. A non-

optional local calling scope arrangement is an arrangement that provides Customers a local calling scope (Extended Area Service, "EAS"), beyond their basic exchange serving area. Local Traffic does not include optional local calling scope traffic (i.e., traffic that under an optional rate package chosen by the Customer terminates outside of the Customer's basic exchange serving area). IntraLATA calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis are not considered Local Traffic. Local Traffic does not include any Internet Traffic.

2. If any provision in the Agreement conflicts with this First Amendment, this First Amendment shall control.
3. By execution of this First Amendment, the Agreement shall continue in effect in accordance with, and subject to, the term and termination provisions of the Agreement.

**IN WITNESS WHEREOF**, each Party has executed this First Amendment and it shall be effective upon execution by both Parties.\*

**Verizon Florida Inc. f/k/a  
GTE Florida Incorporated**

**MET Communications Inc.**

By: Steven J. Pitterle

By: JORGE E. GUTIERREZ

Name: Steven J. Pitterle

Name: [Signature]

Title: Director-Negotiations  
Network Services

Title: CHIEF OF OPERATIONS

Date: November 28, 2000

Date: 11-16-00

APPROVED BY LEGAL DEPT.	
<u>[Signature]</u>	<u>11/28/00</u>
ATTORNEY	DATE

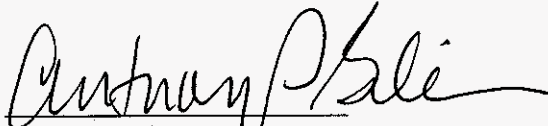
\* Verizon has agreed to allow this Amendment to become effective upon execution in order to permit MET to proceed with implementation of its competitive business strategies and plans prior to the approval of the Amendment by the Commission. Notwithstanding the possible rejection or modification of this Agreement by the Commission, the Parties agree that all of their obligations and duties hereunder shall remain in full force and effect pending the final disposition of the Commission review and approval process.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the foregoing Petition For Approval of First Amendment to the Resale Agreement Between Verizon Florida Inc. and MET Communications Inc. was sent via overnight delivery(\*) or U.S. mail(\*\*) on December 7, 2000 to:

Staff Counsel(\*)  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

MET Communications Inc.(\*\*)  
Attention: Jorge E. Gutierrez  
12215 N. Florida Avenue  
Tampa, FL 33612

*or*   
Kimberly Caswell