





BellSouth Telecommunications, Inc.

Suite 400 150 South Monroe Street Tallahassee, Florida 32301-1556

October 23, 2000

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RECORDS AND REPORTING

Marshall M. Criser III Regulatory Vice President

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

001182-1

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Network Telephone Corporation 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 Network Telephone Corporation 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 Network Telephone Corporation. The initial agreement between the companies was filed on August 17, 2000 in docket 001182-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Network Telephone Corporation 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, APP CAF CMP MatRegulatory Vice President COM CTR ECR LEG PAL RECEIVED & FILED RGO -BOREAU OF RECORDS

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ATTACHMENT TO TRANSMITTAL LETTER

The Agreement entered into by and between Network Telephone Corporation and BellSouth Telecommunications, Inc., dated 10/06/2000, for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee consists of the following:

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Amendment to the Interconnection Agreement By and Between BellSouth Telecommunications, Inc. And Network Telephone Corporation Dated June 21, 2000

Pursuant to this Agreement, (the "Amendment"), Network Telephone Corporation ("Network Telephone"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 21, 2000 ("Agreement").

WHEREAS, BellSouth and Network Telephone entered into an Interconnection Agreement on June 21, 2000, 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 Preamble to the General Terms and Conditions is hereby deleted in its entirety and replaced with the following:

THIS AGREEMENT is made by and between BellSouth Telecommunications. Inc., ("BellSouth"), a Georgia corporation, and Network Telephone Corporation ("Network Telephone"), a Florida corporation, and shall be deemed effective as of the date signed by both parties. This agreement may refer to either BellSouth or Network Telephone Corporation or both as a "Party" or "Parties."

- 2. Section 16.1 of the General Terms and Conditions is hereby deleted in its entirety and replaced with the following:
 - Adoption of Agreements. BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Network Telephone any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252, provided a minimum of six months remains on the term of such Agreement. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are legitimately related to or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement. The term of the adopted agreement or provisions shall expire on the same date as set forth in the agreement which was adopted.
- 3. All of the other provisions of the Agreement, dated June 21, 2000, shall remain in full force and effect.
- 4. Either or both of the Parties is 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 hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Network Telephone Corporation	BellSouth Telecommunications, Inc.
May Doly	
Signature	Signature
Ray Russenberger	Jeny D. Hendric
Printed Name	Printed Name
President	Er. Director
Title	Title
10-5-2000	10/6/00
Date	Date