



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

September 15, 1999

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RECORDS AND REPORTING
FPSC

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

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Oltronic, Inc. 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 Oltronic, Inc. 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 Oltronic, Inc.

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

Very truly yours,

Marshall M. Criser, III

Regulatory Vice President

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

11103 SEP 15 99

FPSC-RECORDS/REPORTING

ATTACHMENT TO TRANSMITTAL LETTER

The Amendment entered into by and Oltronics, Inc. and BellSouth Telecommunications, Inc., dated August 5, 1999, to the Interconnection Agreement dated March 29, 1999, for Florida consists of the following:

ITEM	NO. PAGES
Second Amendment	1
Exhibit 3	2
TOTAL	3

08/10/99

**SECOND AMENDMENT
TO THE
AGREEMENT BETWEEN
OLTRONICS, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED MARCH 29, 1999**

Pursuant to this Agreement, (the "Amendment"), Oltronics, Inc. ("Oltronics") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Agreement between the Parties March 29, 1999 ("Agreement").

WHEREAS, The Parties entered into an Agreement to adopt in its entirety the MCImetro Access Transmission Services, Inc. ("MCI") and BellSouth Telecommunications, Inc. ("BellSouth") Interconnection Agreement dated June 19, 1997, and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this 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 agree to the terms and conditions as set forth in Exhibit A which incorporates rates for Operational Support Systems (OSS).
2. All of the other provisions of the Agreement, dated March 29, 1999 shall remain in full force and effect.
3. 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.

Oltronics, Inc.

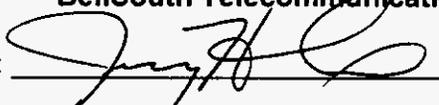
By: 

Name: BOB OLIVER

Title: PRESIDENT

Date: 8-3-99

BellSouth Telecommunications, Inc.

By: 

Name: Jerry Hendrix

Title: Senior Director

Date: 8/5/99

**Exhibit A
to Amendment 2
by and between
BellSouth Telecommunications, Inc.
and
Oltronics, Inc.
Dated March 29, 1999**

1. The following language is hereby agreed to by the Parties:

Operational Support Systems (OSS) - Resale

All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from Resellers who utilize the services. Charges for use of Operational Support Systems (OSS) for Resale shall be as set forth in the table below.

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES	Electronic Per LSR received from the CLEC by one of the OSS interactive interfaces	Manual Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
OSS Order Charge	\$3.50	\$19.99

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

2. The Parties further agree to the following language:

Operational Support Systems (OSS) Rates- Local Interconnection

The costs associated with implementing the OSS electronic interfaces should be shared equitably among all parties who benefit from those interfaces. Charges for use of Operational Support Systems (OSS) for Local Interconnection shall be as set forth in the table below. In addition to OSS charges, applicable service order and related charges apply per tariff.

OPERATIONAL SUPPORT SYSTEMS	FL
OSS Order charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	\$19.99

3. The Parties agree that Oltronics will incur the electronic rate for all LSRs, both electronic and manual, if the percentage of electronic LSRs to total LSRs exceeds the threshold percentages shown below:

Year	Ratio: Electronic/Total LSRs
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

4. The Parties agree that the threshold plan described in Paragraph 3 above may be superseded by an LSR specific process that would apply the electronic LSR rate to only those manual LSRs, which cannot be submitted over a electronic system.