BELLSOUTH
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Boll South Telecommunications, Inc. Suite 400 150 South Monroe Street Telloh sases, Florida, 32301, 1558,

February 11, 2000

Mrs. Blanca S. Bayo

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850 224-2798 Fax 850 224-5073

Marshall M. Crisor III Regulatory Vice President

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ORIGINAL. 00 O 175-TP 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 P.V. Tel, LLC 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 P.V. Tel. LLC 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 P.V. Tel, LLC. The Commission /approved the initial agreement between the companies in Order No. 98-0882-FOF-TP issued July 6, 1998 in Docket 990451-TP: 980451-TP/5

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

Very truly yours,

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Regulatory Vice President (એ)

> RECEIVED & FILED FPSC-RUREAU OF RECORDS

BOCUMENT NUMBER-DATE



FPSC-RECORDS/REPORTING

## ATTACHMENT TO TRANSMITTAL LETTER

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The Amendment (to the resale agreement) entered into by and between **P.V. Tei, LLC** and BellSouth Telecommunications, Inc., made effective 5/7/99, for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee consists of the following:

ITEM	NO.
	PAGES
Amendment	2
TOTAL	2

## Amendement to Ratale Agreement by and between BellSouth Telecommunications, Inc. and P.V. Tel, LLC dated <u>March 16, 1995</u>

This Agreement refers to the Resale Agreement ("the Agreement") externed into by P.V. Tel, LLC ("P.V. Tel") and BellSouth Telecommunications, Inc. ("BellSouth") on March 16, 1998. This Amendment ("Amendment") is made by and between P.V. Tel and BellSouth and shall be deemed effective on the date successed by P.V. Tel and BellSouth.

NOW THEREPORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, P.V. Tel and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. BellSouth and P.V. Tel are entering into this Agreement for the purpose of deleting the table of Operational Support System (OSS) Rates contained in Exhibit A of their existing Agreement in its entirety and replacing it with the new OSS rates as follows:

OPERATIONAL	Electronic	Manual
SUPPORT SYSTEMS	Per LSR received from the CLEC	Per LSR received from the CLEC
(OSS) RATES	by eac of the OSS interactive	by means other than one of the
· · ·	laster faces	OSS interactive interfaces
OSS Order Charge	\$3.59	\$19.99

Footnote (1): In widthing to CRI charges, applicable discontrad service other and related charges apply par the task?

2. The Parties agree that P.V. Tel will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
1 <b>999</b>	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

3. The Parties agree that the threshold plan described in Paragraph 2 shows may be superveded by an LSR spacific process that would apply the machinized LSR rate to only these manual LSRs, which cannot be submitted over a machinized system.

 The Parties agree that all other provisions of the Agreement, dated March 16, 1998, shall remain in full force and effect.

5. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Public Service 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.

> P.V. Tel, LLC OSS Ameniment Page 1 of 2

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly suphorized representatives on the date indicated below.

Begguth Leiscommunicat Signature,

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11:53AM

Jerry D. Hendrix Name

.#N.i.,2220

Director - Interconnection Services

00 Date

P.V. Te Signap Name Resource Title

Date 🔪

P.V. Yel, LLC OSS Amondment Page 2 of 2