

Kimberly Caswell
Vice President and General Counsel, Southeast
Legal Department



FLTC0007
201 North Franklin Street (33602)
Post Office Box 110
Tampa, Florida 33601-0110

Phone 813 483-2606
Fax 813 204-8870
kimberly.caswell@verizon.com

July 11, 2001

Ms. Blanca S. Bayo
Division of the Commission Clerk
and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

RECEIVED-FPSC
01 JUL 11 PM 12:13
COMMISSION
CLERK

Re: Docket No. 010955-TP
Petition of Verizon Florida Inc. for Approval of Amendment No. 1 to Resale
Agreement with Teleconex, Inc.

Dear Ms. Bayo:

Please find enclosed an original and five copies of Verizon Florida Inc.'s Petition for Approval of Amendment No. 1 to Resale Agreement with Teleconex, Inc. The amendment consists of a total of three 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,

bcw Kimberly Caswell

KC:tas
Enclosures

RECEIVED & FILED
QLM
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
08449 JUL 11 01
FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Verizon Florida Inc. for Approval)
of Amendment No. 1 to Resale Agreement)
with Teleconex, Inc.)
_____)

Docket No. 010955 -TP
Filed: July 11, 2001

**PETITION OF VERIZON FLORIDA INC. FOR APPROVAL OF
AMENDMENT NO. 1 TO RESALE AGREEMENT WITH TELECONEX, INC.**

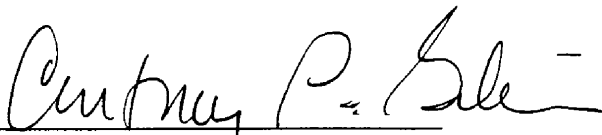
Verizon Florida Inc. (Verizon) (formerly GTE Florida Incorporated) files this petition before the Florida Public Service Commission (Commission) seeking approval of Amendment No. 1 to the resale agreement with Teleconex, Inc. (Teleconex). In support of this petition, Verizon states:

The Verizon/Teleconex resale agreement was approved by the Commission by Order No. PSC-98-0180-FOF-TP issued January 29, 1998 in Docket No. 971619-TP. The attached amendment revises the definition of "Local Traffic" as found in Article II, Section 1.27 of the agreement.

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 July 11, 2001.

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
08449 JUL 11 5
FPC-RECORDS-REPORTING

AMENDMENT NO. 1

to the

RESALE AGREEMENT

between

VERIZON FLORIDA INC., F/K/A GTE FLORIDA INCORPORATED

and

TELECONEX, INC.

THIS AMENDMENT No. 1 (this "Amendment") is made this 20th day of April, 2001, by and between Verizon Florida Inc., f/k/a GTE Florida Incorporated, a Florida corporation ("Verizon") and Teleconex, Inc. a Florida corporation ("Teleconex"), (Verizon and Teleconex may be hereinafter referred to, each individually, as a "Party" and, collectively as the "Parties" This Amendment covers services in the State of Florida (the "State").

WITNESSETH:

WHEREAS, Verizon and Teleconex are Parties to a Resale Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, approved by the Commission's Order dated January 29, 1998 in Docket No. 971619; and

WHEREAS, subsequent to the approval of the Resale Agreement, Teleconex notified Verizon that it desired to amend the Resale Agreement as set forth herein; 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. The Parties agree that Article II, Section 1.27 shall be deleted in its entirety and replaced by:

1.27 "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. Conflict between this Amendment and the Resale Agreement. This Amendment shall be deemed to revise the terms and provisions of the Resale Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Resale Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Resale Agreement, or in the Resale Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
5. Scope of this Amendment. This Amendment shall amend, modify and revise the Resale Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Resale Agreement shall remain in full force and effect after the date first set forth above.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their authorized representatives as of the date first set forth above.

VERIZON FLORIDA INC.

TELECONEX. INC.

By: Steven J. Pitterle

By: Steve T. Watson

Name: Steven J. Pitterle

Name: STEVE T. WATSON

Title: Director - Negotiations
Network Services

Title: PRESIDENT

Date: May 9, 2001

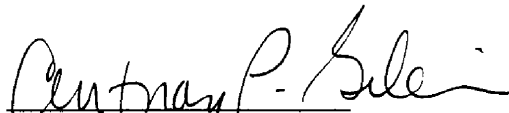
Date: April 25, 2001

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of Verizon Florida Inc.'s Petition For Approval of Amendment No. 1 to Resale Agreement with Teleconex, Inc. was sent via overnight delivery(*) on July 10, 2001 and U.S. mail(**) on July 11, 2001 to:

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

Dual Point, Inc.(**)
Attention: John P. Biddix
385 East Drive
Melbourne, FL 32904


per Kimberly Caswell