

BellSouth Telecommunications, Inc. Suite 400 150 South Monroe Street

Tallahassee, Florida 32301

Fex 964 222-8640 904 222-1201 Nancy H. Sims Director - Regulatory Relations

September 26, 1996

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

Re: Docket 960968-TP; Approval of the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. and National Tel pursuant to Section 251 and 252 of the Telecommunications Act of 1996

Dear Ms. Bayo:

Attached is a legible copy of page 38 that should be inserted in the agreement filed by BellSouth and National Tel on August 21, 1996.

We are sorry for any inconvenience this has caused.

ACK _____

AFA ___Attachments

APP ____
CAF

EAG _____
LEG ___
LIN ____
OPC ___
RCH ___ RECEIVED & FILED
SEC ____
WAS ___ EPSC-BUREAU OF RECORDS

CMU

10386 SEP 26 景 FPSC-RECORDS/REPORTING that there are no such avoided mosts. If at any time during the term of this agreement a commission or court to competent jurisdiction makes a final determination of avoided costs, then that determination shall prevail for the purposes of this paragraph unless the parties have previously agreed upon the avoided costs. If the parties mannot agree upon avoided costs, then either party may invoke the process set forth in Article EV for resolution of Artistics.

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sellSouth agrees to offer an unbundled 2-wire local loop to National Tel in the State of Florida at a rate of \$17.00/month/loop. The charges for unbundled 2-wire local loops in other states in the territory shall be subsequently negotiated by the parties. .. Non-recurring charges associated with an unbundled 2-wire local loop which reflect the difference in price between a new loop and an existing loop will be subsequently negotiated between the parties. Cost studies prepared by Bellsouth regarding these issues will be provided to National Tal as quickly as possible pursuant to a mutually acceptable confidentiality syrcement in order to facilitate the continued good faith negotiation by both parties on these issues. Special construction charges, if applicable, will be as set forth in Bellsouth's intrastate special access tariff as said tariff is amended from time to time. The unbundled local loop provides the connection from the serving central office to a subscriber's premises and is engineered to meet the same parameters as a residence or business