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Marshall M. Criser III  
Regulatory Vice President

RECORDS AND REPORTING

November 3, 1999

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

991672-TP

Re: Docket 991231-TP Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Nustar Telephone Co., 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 Nustar Telephone Co., 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 Nustar Telephone Co., Inc.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Nustar Telephone Co., 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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*[Signature]*  
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DOCUMENT NUMBER-DATE

13517 NOV-3

FPSC-RECORDS/REPORTING

**AMENDMENT  
TO THE  
AGREEMENT BETWEEN  
NUSTAR TELEPHONE CO., INC.  
BELL SOUTH TELECOMMUNICATIONS, INC.  
DATED JULY 2, 1999**

Pursuant to this Agreement, (the "Amendment"), nustar Telephone Co., Inc. ("Nustar"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated July 2, 1999 ("Agreement").

WHEREAS, BellSouth and Nustar entered into an Interconnection Agreement on July 2, 1999, 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. **General Terms & Conditions - Part A** is hereby amended to delete the following language:

**The rates, terms and conditions contained in this Attachment were negotiated as a whole and each rate, term and condition within this Attachment is interdependent upon the other rates, terms and conditions.**

2. **Attachment 1 - Resale** is hereby amended to delete the following language:

**The rates, terms and conditions contained in this Attachment were negotiated as a whole and each rate, term and condition within this Attachment is interdependent upon the other rates, terms and conditions.**

3. The second paragraph of Section 3.1 of Attachment 1 is hereby deleted in its entirety and replaced with the following language:

**All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other services specified in this Attachment. BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this agreement and subject to the exclusions and limitations set forth in Exhibit B to this agreement. BellSouth does not however waive its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. BellSouth reserves the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.**

4. **Attachment 2 – Access to Network Elements and Other Services is hereby amended to delete the following language:**

**The rates, terms and conditions contained in this Attachment were negotiated as a whole and each rate, term and condition within this Attachment is interdependent upon the other rates, terms and conditions.**

**And replaced with:**

**Attachment 2 consists of the following sections:**

- **Unbundled Loops, Integrated Digital Loop Carriers, Network Interfaces Device, Unbundled Loop Concentration (ULC) System, Sub Loops and Dark Fiber**
- **Switching**
- **Transport and Dark Fiber**
- **800 Access Ten Digit Screening Services**
- **Line Information Database (LIDB)**
- **Signaling**
- **Operating Call Processing, Inward Operator Services and Directory Assistance Services**
- **Calling Name (CNAM) Database Service**
- **Basic 911 and E911**

**Each of these sections contains rates, terms, and conditions that are applicable to each individual section.**

5. **Attachment 3 - The following language is hereby deleted in its entirety:**

**The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.**

**Section 1 is amended to include the following:**

**All negotiated rates, terms and conditions set forth in this Attachment pertain to the provision of network interconnection.**

6. **Attachment 4 - The following language is hereby deleted in its entirety:**

**The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.**

**Section 1.1 is amended to include the following:**

**All the negotiated rates, terms and conditions set forth in this Attachment pertain to collocation and the provisioning of collocation space.**

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

**Nustar Telephone Co., Inc.**

By: 

Name: Joseph Macaluso

Title: President

Date: 11/2/99

**BellSouth Telecommunications, Inc.**

By: 

Name: Jerry Hendrix

Title: Senior Director

Date: 11/2/99