

RECEIVED-FPSC

99 DEC -2 AM 9:21

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

RECORDS AND
REPORTING

December 1, 1999

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

Re: Docket 991500-TP Approval of an Amendment to the Interconnection Agreement
Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and US Dial Tone, 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
US Dial Tone, 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 US Dial Tone, Inc.

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

- AFA _____
- APP _____
- CAF _____
- CMU _____
- CTR _____
- EAG _____
- LEG _____
- MAS _____
- OPC _____
- PAI _____
- SEC _____
- WAW _____
- OTH _____

Very truly yours,

Marshall M. Criser III
Regulatory Vice President
(22)

Law
FPSC BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

14688 DEC-2 99

FPSC-RECORDS/REPORTING

**AMENDMENT
TO THE
AGREEMENT BETWEEN
US DIAL TONE, INC.
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED September 10, 1999**

Pursuant to this Agreement, (the "Amendment"), U.S. Dial Tone, Inc. ("US Dial Tone"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Resale Agreement between the Parties dated September 10, 1999 ("Agreement").

WHEREAS, BellSouth and US Dial Tone entered into an Interconnection Agreement on September 10, 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. 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.

2. 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.

3. All of the other provisions of the Agreement, dated September 10, 1999, shall remain in full force and effect.

4. 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.

U.S. Dial Tone, Inc.

By: [Signature]
Name: ROBERT THOMAS
Title: PRESIDENT
Date: _____

BellSouth Telecommunications, Inc.

By: [Signature]
Name: Jerry Hendrix
Title: Senior Director
Date: 11/27/99