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Suite 400 Fax 850 224-5073
150 South Monroe Street
Tallahassee, Florida 32301-1556

Marshall M. Criser III
Regulatory Vice President

RECORDS AND REPORTING

October 24, 2000

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

001182-TP

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Network Telephone Corporation 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 Network Telephone Corporation 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 Network Telephone Corporation. The initial agreement between the companies was filed on August 17, 2000 in Docket 001182-TP. This amendment provides terms, conditions and rates for Universal Digital Channel loops.

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

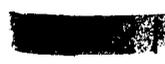
Very truly yours,

Marshall M. Criser III

Regulatory Vice President

(22)

DOCUMENT NUMBER-DATE

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FPCO-RECORDS/REPORTING

ATTACHMENT TO TRANSMITTAL LETTER

The Amendment entered into by and between Network Telephone and BellSouth Telecommunications, Inc., dated 08/28/2000, 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
Exhibit	1
TOTAL	3

**AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
NETWORK TELEPHONE CORPORATION. and
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED June 21, 2000**

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and Network Telephone Corporation ("Network Telephone"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 21, 2000 ("Interconnection Agreement").

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, BellSouth and Network Telephone hereby covenant and agree as follows:

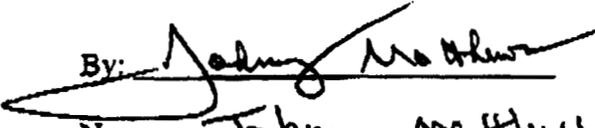
1. Attachment 2 of the Interconnection Agreement is hereby amended to include a new section 2.3.3 as follows:
 - 2.3.3 Universal Digital Channel (UDC) Loop
 - 2.3.3.1 Due to technical limitations associated with certain DLC systems, some ISDN-capable loops that are provisioned using DLC systems may not support IDSL service. Effective with this agreement, BellSouth will no longer reconfigure its ISDN-capable loop to support IDSL service.
 - 2.3.3.2. Instead, BellSouth agrees to offer the Universal Digital Channel (UDC) loop as a part of their Unbundled Digital Loop offerings. The UDC loop is intended to be compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable loop. These specifications are listed in BellSouth's TR73600.
 - 2.3.3.3 Like the ISDN-capable loop, the UDC loop may be provisioned on copper or through a DLC system. However, when UDC loops are provisioned using a DLC system, BellSouth will ensure that they are only provisioned on time slots that are compatible with data-only services such as IDSL.
2. Attachment 2 of the Interconnection Agreement is hereby amended to include the interim rates for UDC loops set forth in Exhibit A attached hereto.
3. All other provisions of the Interconnection Agreement dated June 21, 2000 shall remain in full force and effect.

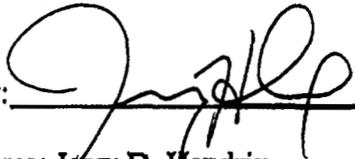
4. Either or both of the Parties shall submit this Amendment to the appropriate Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

Network Telephone Corporation

BellSouth Telecommunications, Inc.

By: 

By: 

Name: Johnny Matthews

Name: Jerry D. Mendrix

Title: EVP/CFO

Title: Senior Director

Date: 8/25/00

Date: 8/28/00

Exhibit A

Universal Digital Channel Rates

Universal Digital Channel (UDC) Loops	USOC	AL*	FL*	GA*	KY*	LA*	MS*	NC*	SC*	TN*
Recurring	TBD	\$29.03	\$28.07	\$25.43	\$31.99	\$27.36	\$29.83	\$24.98	\$32.47	\$21.64
NRC - 1 st -per circuit	TBD	\$406.85	\$295.42	\$308.38	\$616.28	\$298.27	\$401.38	\$400.91	\$498.04	\$217.76
NRC - Add'l - per circuit	TBD	\$330.87	\$198.02	\$255.35	506.61	\$247.63	\$327.00	\$326.31	\$376.75	\$163.88
NRC - Disconnect Charge - 1st	TBD	\$108.95				\$74.27	\$108.14			\$74.54
NRC - Disconnect Charge - Add'l	TBD	\$57.01				\$39.44	\$57.27			\$39.14
NRC - Incremental Manual Service Order - 1 st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.42	NA
NRC - Incremental Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.32	\$12.76	\$13.55	NA
NRC- Incremental Manual Service Order - Disconnect - 1 st	SOMAN	\$17.77				\$11.41	\$16.06			
NRC- Incremental Manual Service Order - Disconnect - Add'l	SOMAN									

*Interim rate, subject to true-up