

# BELLSOUTH

**BellSouth Telecommunications, Inc.**

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**Marshall M. Criser III**  
Vice President  
Regulatory & External Affairs

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May 14, 2002

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

020422-TP

Re: Approval of Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Alternative Phone, 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 Alternative Phone, 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 Alternative Phone, Inc.. The initial agreement between the companies was filed in Docket 010088-TP, on January 9, 2001, and was deemed effective by Order No. PSC-01-0562-FOF-TP on March 12, 2001.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting this amendment to the negotiated agreement between BellSouth and Alternative Phone, 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 agree that neither of these reasons exists as to the agreement they have negotiated and therefore, as such this amendment should be deemed effective by operation of law on August 14, 2002.

Very truly yours,

*Marshall M. Criser III*

Regulatory Vice President (LH)

DOCUMENT NUMBER-DATE

05184 MAY 14 8

FPSC-COMMISSION CLERK

**AMENDMENT  
TO THE  
AGREEMENT BETWEEN  
ALTERNATIVE PHONE, INC.  
AND  
BELLSOUTH TELECOMMUNICATIONS, INC.  
DATED DECEMBER 4, 2000**

Pursuant to this Amendment, (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and Alternative Phone, Inc., hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated December 4, 2000 ("Agreement").

WHEREAS, BellSouth and Alternative Phone, Inc. entered into the Agreement on December 4, 2000, 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, Section 6.6 is hereby deleted in its entirety and replaced as Exhibit 1, Section 6.6, Deposit Policy, attached and incorporated herein by this reference.
2. All of the other provisions of the Agreement, dated <<effective\_date>>, shall remain in full force and effect.
3. Either or both of the Parties are 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.

~~BellSouth Telecommunications, Inc.~~

By: *Greg Follensbee*

Name: Greg Follensbee

Title: Senior Director

Date: 03-25-02

~~Alternative Phone, Inc.~~

By: *Charles de Mences*

Name: CHARLES DE MENCES

Title: CEO/CFO

Date: 3-18-02

6.6 Deposit Policy. Alternative Phone, Inc. shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security. Any such security deposit shall in no way release Alternative Phone, Inc. from its obligation to make complete and timely payments of its bill. Alternative Phone, Inc. shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in Alternative Phone, Inc.'s "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event Alternative Phone, Inc. fails to remit to BellSouth any deposit requested pursuant to this Section, service to Alternative Phone, Inc. may be terminated in accordance with the terms of Section 8. of this Attachment, and any security deposits will be applied to Alternative Phone, Inc.'s account(s).

6.6.1 The fact that a security deposit has been made in no way relieves Alternative Phone, Inc. from complying with BellSouth's regulations as to advance payments. Any such security deposit shall in no way release Alternative Phone, Inc. from its obligation to make complete and timely payments of its bills.