

ORIGINAL

BELLSOUTH

BellSouth Telecommunications, Inc.

Suite 400
150 South Monroe Street
Tallahassee, FL 32301-1556

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RECEIVED
AUG 29 2002

Marshall M. Criser III
Vice President
Regulatory & External Affairs

850 224 7798
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FPSC-COMMISSION CLERK

August 29, 2002

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

020938-TP

Re: Approval of Amendment to the Interconnection, Unbundling, Resale, and Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Ganoco, Inc. d/b/a American Dial Tone 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 Ganoco, Inc. d/b/a American Dial Tone 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 Ganoco, Inc. d/b/a American Dial Tone. The initial agreement between the companies was filed in FPSC Docket No.020710-TP,

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 Ganoco, Inc. d/b/a American Dial Tone 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 November 27, 2002.

Very truly yours,

Marshall M. Criser III

Regulatory Vice President

(LCA)

RECEIVED & FILED

[Signature]
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

**AMENDMENT
TO THE
AGREEMENT BETWEEN
GANOCO, INC. d/b/a AMERICAN DIAL TONE
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JULY 2, 2002**

Pursuant to this Amendment, (the "Amendment"), Ganoco, Inc. d/b/a American Dial Tone ("American Dial Tone"), 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, 2002 ("Agreement").

WHEREAS, BellSouth and American Dial Tone entered into the Agreement on July 2, 2002, 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. The Parties hereby agree to delete and replace the Preamble as follows:

This Agreement, which shall be deemed effective ten business days following the date of the last signature by the Parties is entered into by and between Ganoco, Inc. d/b/a/ American Dial Tone ("American Dial Tone") a Florida corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

2. The Parties hereby agree to delete Section 17.1 of General Terms and Conditions and replace with new Section 17.1 as follows:
 - 20.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
8th Floor
600 North 19th Street
Birmingham, Alabama 35202

and

ICS Attorney
Suite 4300
675 West Peachtree Street
Atlanta, Georgia 30375

Ganoco, Inc. d/b/a American Dial Tone


Steve Klein
802 2nd Street North, Unit A
Safety Harbor, FL 34695
Phone: 727-723-8663
FAX: 727-669-9451

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

3. All of the other provisions of the Agreement, dated July 2, 2002, 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.

Ganoco, Inc. d/b/a American Dial Tone


By: 

Name: Stephen D. Klein

Title: its President

Date: August 2, 2002

BellSouth Telecommunications, Inc.

By: 

Name: Elizabeth P.A. Shirishi

Title: Assistant Director

Date: 8/12/02