

RECEIVED-FPSC

 **BELLSOUTH**

BellSouth Telecommunications, Inc 850 224-7798
Suite 400 Fax 850 224-5073
150 South Monroe Street
Tallahassee, Florida 32301-1556

JUN 28 PM 4: 35

Marshall M. Criser III
Regulatory Vice President

RECORDS AND
REPORTING

June 28, 1999

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

990853-TP

Re: Approval of two Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Northpoint Communications, Inc. pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

TX 196

Dear Mrs. Bayo:

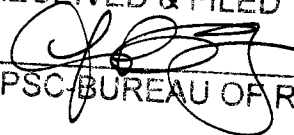
Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and Northpoint Communications, Inc. are submitting to the Florida Public Service Commission two amendments to their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Northpoint Communications, Inc.. The Commission approved the initial agreement between the companies in Order No. PSC-98-1329-FOF-TP issued October 12, 1998 in Docket 980865-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated amendments between BellSouth and Northpoint Communications, 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
(22)

RECEIVED & FILED


FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

07831 JUN 28 99

FPSC-RECORDS/REPORTING

ATTACHMENT TO TRANSMITTAL LETTER

The Amendment to the Agreement entered into by and between NorthPoint Communications, Inc. and BellSouth Telecommunications, Inc., dated May 3, 1999 for the state(s) of Alabama, Georgia, Florida, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee consists of the following:

ITEM	NO. PAGES
Amendment	3
TOTAL	3

**Amendment to Master Interconnection Agreement
by and between BellSouth Telecommunications, Inc.
and NorthPoint Communications, Inc.**

This Agreement refers to the Interconnection Agreement (“the Agreement”) entered into by NorthPoint Communications, Inc. (“NorthPoint”) and BellSouth Telecommunications, Inc. (“BellSouth”) on June 9, 1998. This Amendment (“Amendment”) is made by and between NorthPoint and BellSouth and shall be deemed effective on the date executed by NorthPoint and BellSouth.

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, NorthPoint and BellSouth (individually, a “Party” and collectively, the “Parties”) hereby covenant and agree as follows:

1. BellSouth and NorthPoint agree to delete the table of Operational Support System (OSS) Rates contained in Exhibit A of Attachment 1 of their existing Agreement in its entirety and replacing it with the new OSS rates as follows:

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES	Electronic Per LSR received from the CLEC by one of the OSS interactive interfaces	Manual Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
OSS Order Charge	\$3.50	\$19.99

In addition to the OSS charges, applicable discounted service order and related charges apply per the tariff.

2. BellSouth and NorthPoint agree to delete the following OSS Rate sections from the Pricing Section of Attachment 11 of their existing Agreement.

Florida	Section 10	North Carolina	Section 10
Georgia	Section 9		

3. BellSouth and NorthPoint agree to rename the following sections of the Pricing Section of Attachment 11 of their existing Agreement from **Electronic Interfaces** to **Operational Support Systems (OSS) Rates** and to replace the language therein in its entirety with the language below.

Florida	Section 8	North Carolina	Section 8
Georgia	Section 8		

Operational Support Systems (OSS) Rates

The costs associated with implementing the OSS electronic interfaces should be shared equitably among all parties who benefit from those interfaces. Rates for Operational Support Systems are set forth in Table 1. In addition to OSS charges, applicable service order and related charges apply per tariff.

4. BellSouth and NorthPoint agree to delete the following OSS Rates contained in Table 1 of Attachment 11 of their existing Agreement as follows:

OPERATIONAL SUPPORT SYSTEMS	FL, NC
OSS Interactive Ordering and Trouble Maint, Estab, per user per month	\$50.00
NRC	\$100.00
OSS Order charge, per electronic order, per end user account	\$10.80
Surcharge for manually placed orders, per end user account	\$22.00

OPERATIONAL SUPPORT SYSTEMS	GA
OSS Interactive Ordering and Trouble Maint, Estab, per user per month	NA
NRC	\$200.00
OSS Order Charge, per first 1,000 orders (one end user per order) per month	\$550.00
OSS Order Charge, per each add'l 1,000 orders (one end user per order) per month	\$110.00
OSS Order charge, per electronic order, per end user account	NA
Surcharge for manually placed orders, per end user account	NA

5. BellSouth and NorthPoint agree to add the following OSS Rates to Table 1 of Attachment 11 of their existing Agreement as follows:

OPERATIONAL SUPPORT SYSTEMS	GA	FL, NC
OSS Order charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50	\$3.50
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	\$19.99

6. The Parties agree that NorthPoint will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

7. The Parties agree that the threshold plan described in Paragraph 6. above may be superceded by an LSR specific process that would apply the mechanized LSR rate to only those manual LSRs, which cannot be submitted over a mechanized system.

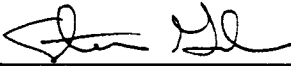
8. The Parties agree that any charges BellSouth is unable to bill on April 15, 1999 will be trued up on or about July 1, 1999.

9. The Parties agree that all other provisions of the Agreement, dated June 9, 1998, shall remain in full force and effect.

10. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Public Service Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, 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.

NorthPoint Communications, Inc.



Signature

STEVEN GOROSH

Name

VP + GENERAL COUNSEL

Title

4/9/99

Date

BellSouth Telecommunications, Inc.



Signature

Jerry D. Hendrix

Name

Director - Interconnection Services

Title

5/3/99

Date

DUPLICATE ORIGINAL

ATTACHMENT TO TRANSMITTAL LETTER

The Amendment to the Agreement entered into by and between NorthPoint Communications, Inc. and BellSouth Telecommunications, Inc., dated April 11, 1999, for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee consists of the following:

ITEM	NO. PAGES
Amendment No. 1	2
TOTAL	2

Amendment No. 1
To
Interconnection Agreement by and between
BellSouth Telecommunication, Inc. and
NorthPoint Communications, Inc.
Dated June 9, 1998

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and NorthPoint Communications, Inc. ("NorthPoint"), hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement Between the Parties dated June 9, 1998 ("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 Northpoint hereby covenant and agree as follows:

1. The definition of Local Traffic as set forth in Part B of the General Terms and Conditions to the Interconnection Agreement shall be amended as follows:

Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS"). The terms Exchange and EAS exchanges are defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Until the Commission, the FCC or a court of competent jurisdiction determines, in a final and non-appealable order ("Order"), whether Enhanced Service Provider ("ESP") and Information Service Provider ("ISP") traffic is within the definition of Local Traffic, such traffic will be held for payment until the jurisdiction of such traffic is determined. The Parties will maintain billing records identifying all such Enhanced Service Provider and Information Service Provider traffic and will adjust, if necessary, their mutual compensation billing for such local termination consistent with the final Commission, FCC or court decision. The period of adjustment shall be from the effective date of this Agreement to the date the order of the Commission, the FCC or the court becomes final and non-appealable.

2. The definition of Local Traffic as set forth in Section 1.1 of Attachment 3 to the Interconnection Agreement shall be amended as follows:

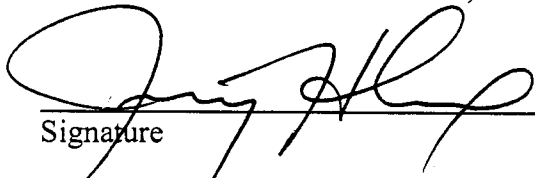
Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service

("EAS"). The terms Exchange and EAS exchanges are defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Until the Commission, the FCC or a court of competent jurisdiction determines, in a final and non-appealable order ("Order"), whether Enhanced Service Provider ("ESP") and Information Service Provider ("ISP") traffic is within the definition of Local Traffic, such traffic will be held for payment until the jurisdiction of such traffic is determined. The Parties will maintain billing records identifying all such Enhanced Service Provider and Information Service Provider traffic as stated in General Terms and Conditions of this Agreement.

3. The Parties agree that all of the other provisions of the Interconnection Agreement dated June 9, 1998, shall remain in full force and effect.
4. The parties further agree that either or both of the Parties is authorized to submit this Amendment to the North Carolina Regulatory Authority for approval subject to section 252(e) of the federal Telecommunications Act of 1996.

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

BellSouth Telecommunications, Inc.



Signature

Jerry D. Hendrix

Name

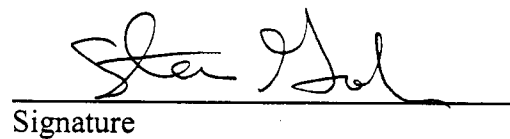
Director

Title

4/11/99

Date

NorthPoint Communications, Inc.



Signature

STEVEN GORSCH

Name

V.P. GENERAL COUNSEL

Title

4/9/99

Date