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Marshall M. Criser III  
Regulatory Vice President

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RECORDS AND  
REPORTING

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September 9, 1999

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

991363-TP

Re: Approval of an 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

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 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 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 agreement 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  
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**FPSC-BUREAU OF RECORDS**

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

**THIRD AMENDMENT  
TO THE  
INTERCONNECTION AGREEMENT BETWEEN  
NORTHPOINT COMMUNICATIONS, INC. and  
BELLSOUTH TELECOMMUNICATIONS, 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 Parties hereby agree to incorporate in Attachment 2, Section 2, the following:

2.3.1.3 Where it exists in BellSouth's network, BellSouth shall make available an Unbundled Copper Loop (UCL). The UCL will be a copper twisted pair loop up to eighteen (18) kilofeet in length that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL may contain up to 6,000 ft of bridge tap. The UCL is a dry copper loop and is not warranted by BellSouth to support any particular telecommunications service. NorthPoint may use the UCL for a variety of services, including xDSL (e.g. ADSL and HDSL) services, by attaching appropriate NorthPoint terminal equipment.

2.3.1.3.1 The UCL Loop will be a designed circuit, provisioned with a test point and comes standard with a DLR. The Service Inquiry (SI) Process will be required to determine if facilities are available prior to issuing the order. Order Coordination (OC) will be offered as a chargeable option on all UCLs. Order Coordination - Time Specific (OC-TS) will not be offered on UCLs. Upon installation of the UCL, BellSouth will tag the circuit at the BellSouth demarc in order for NorthPoint to identify the correct binding post or terminal location. BellSouth and NorthPoint may mutually agree to

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adopt other methods of providing demarc information in addition to the above.

2.3.1.3.2 BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCLs.

2.3.1.3.3 BellSouth will provide additional loop conditioning on the UCL at NorthPoint's request to remove some or all bridge tap on a UCL by using BellSouth's Special Construction process.

2. Further the Parties hereby agree to append Table 1, Attachment 11, as follows:

	GA	FL, NC
2-Wire Copper Loop, per month	\$21.00	\$21.00
NRC - 1 <sup>st</sup>	\$450.00	\$450.00
NRC - Add'l	\$375.00	\$375.00
NRC - Order Coordination	\$65.00	\$65.00
NRC-Incremental Charge - Manual Svc Ord -1 <sup>st</sup>	\$18.94	NA
NRC-Incremental Charge - Manual Svc Ord -Add'l	\$8.42	NA
NRC-Incremental Charge - Manual Svc Ord -Disconnect	NA	NA

3. The Parties agree that all of the other provisions of the Interconnection Agreement 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 appropriate 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.

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

BellSouth Telecommunications,  
inc.

By: 

Name: Jerry D. Hendrix

Title: Sr. Director-Interconnection  
Services

Date: 2/15/99