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

**Marshall M. Criser III**
Regulatory Vice President

ORIGINAL

RECEIVED-FPSC
00 APR -6 PM 3:41
RECORDS AND
REPORTING

000 421-TP

April 6, 2000

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

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by
BellSouth Telecommunications, Inc. ("BellSouth") and DSLnet Communications, LLC
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
DSLnet Communications, LLC 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 DSLnet Communications, LLC. The initial
agreement between the companies was filed March 9, 1999 and was approved
administratively as they adopted the agreement previously approved for DIECA
Communications, Inc. d/b/a Covad Communications.

Pursuant to section 252(e) of the Act, the Commission is charged with approving
or rejecting the negotiated agreement between BellSouth and DSLnet Communications,
LLC 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
Regulatory Vice President

(22)

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

AFA
APP
CAF
CMU
CTR
EAG
LEG
MAS
OPC
RRR
SEC
WAW
OTH

DOCUMENT NUMBER-DATE

04295 APR-6 8

FPSC-RECORDS/REPORTING

## ATTACHMENT TO TRANSMITTAL LETTER

The Amendment entered into by and between DSLnet
Communications, Inc. and BellSouth Telecommunications, Inc., dated March 20,
2000 for all nine states consists of the following:

| ITEM | NO. PAGES |
|------|-----------|
| Amendment | 9 |
| TOTAL | 9 |

# AMENDMENT
## TO
### THE AGREEMENT BETWEEN
### DSLNET COMMUNICATIONS, LLC. AND
### BELLSOUTH TELECOMMUNICATIONS, INC.
### DATED FEBRUARY 16, 1999

Pursuant to this Agreement (the "Amendment"), DSLNET Communications, LLC ("DSL") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to as the "Parties", hereby agree to amend the Agreement between the Parties dated February 16, 1999 ("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, the Parties hereby covenant and agree as follows:

1.      Attachment 2 of the Agreement is hereby amended to include the, terms and conditions for the provision of Short and long Unbundled Copper Loops, Loop Conditioning and Loop Make Up Service Inquiry as follows:

1.      **Unbundled Copper Loops**

1.1      In addition to the UVLs and UDLs, BellSouth shall make available an Unbundled Copper Loop (UCL). The UCL will be a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL will be offered in two versions - Short and Long. A short UCL (18 kft or less) will be provisioned according to Resistance Design parameters. The long UCL (beyond 18kft) will be used when a CLEC wants to condition copper loops longer than 18kft by removing load coils and other intervening equipment. BST will only ensure electrical continuity and balance relative to tip and ring on UCLs.

1.2      The UCL will be a designed circuit, with or without conditioning, provisioned with a test point and come standard with a DLR. OC will be offered as a chargeable option on all UCL loops. Order Coordination – Time Specific (OC-TS) will not be offered on UCLs.

1.3     The UCL is a dry cooper loop and is not intended to support any particular telecommunications service. DSL may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of DSL's choosing. DSL will determine the type of service that will be provided over the loop.

1.4     Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, CLEC agrees that BellSouth's UCL loop will not be held to the service level and performance expectations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL loops.

1.5     The UCL loop shall be provided to CLEC in accordance with BellSouth's Technical Reference 73600.

1.6     <u>Technical Requirements</u>

1.6.1   To the extent available within BellSouth's Network at a particular location, BellSouth will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, ADSL, HDSL, DS1 and digital data (up to 64 kb/s). If a requested loop type is not available, then the CLEC can use the Special Construction process to request that BellSouth place facilities or otherwise modify facilities in order to meet DSL's request.

1.6.2   DSL will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.

1.6.3   The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.1.3 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by DSL will be consistent with industry standards and BellSouth's TR73600.

1.6.4   DSL may utilize the unbundled loops to provide any telecommunication service it wishes. However, BellSouth will only provision, maintain and repair the loops to the standards that are consistent with the type of loop ordered. For example, if DSL

orders an ISDN-capable loop but wants to use the loop for a service other than ISDN, BellSouth will only support that the loop is capable of providing ISDN service. For non-service specific loops (e.g. UCL, loops modified by DSL using the Special Construction process), BellSouth will only support that the loop has copper continuity and balanced tip-and-ring.

16.5    In some instances, DSL will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that DSL can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. DSL will determine the type of service that will be provided over the loop. In some cases, DSL may be required to pay additional charges for the removal of certain types of equipment. BellSouth's Special Construction process will be used to determine the costs and feasibility of these activities.

1.6.6    In cases in which DSL has requested that BellSouth remove equipment from the BellSouth loop, BellSouth will no longer be expected to maintain and repair the loop to the standards specified for that loop type in the TR73600 and other standards referenced in this Agreement. BellSouth will only support that these loops provide electrical continuity and balance relative to tip-and-ring.

1.6.7    DSL, in performance of its obligations pursuant to the preceding Section, shall maintain records that will reflect that pursuant to DSL's request BellSouth has removed certain equipment from BellSouth provided loops and as such the loop may not perform within the technical specifications associated with that loop type. DSL will not report to BellSouth troubles on said loops where the loops are not performing within the technical specifications of that loop type.

1.6.8    In addition, DSL recognizes there may be instances where a loop modified in this manner may be subjected to normal network configuration changes that may cause the circuit characteristics to be changed and may create an outage of the service that DSL has placed on the loop. If this occurs, BellSouth will work cooperatively with DSL to restore the circuit to its previous modified status as quickly as possible. DSL will pay the Time and Materials costs associated with BellSouth's work efforts needed to bring the loop back to its previous modified status.

1.6.9     The loop shall be provided to DSL in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.

## 2. Loop Conditioning

2.1     Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, as requested by DSL, whether or not BellSouth offers advanced services to the End User on that loop.

2.2     Loop conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, low pass filters, and range extenders.

2.3     BellSouth shall recover the cost of line conditioning requested by DSL through a recurring charge and/or nonrecurring charge(s) in accordance with the FCC's forward-looking pricing principles promulgated pursuant to section 252 (d) (1) of the Act and in compliance with FCC Rule 52.507 (e).

2.4     The UCL loop shall be provided to DSL in accordance with BellSouth's Technical Reference 73600.

## 3. Loop Make Up Service Inquiry

3.1     As an interim process until electronic access to LFACs is available, BellSouth shall make available to DSL a Loop Make-Up Service Inquiry process that will provide a description of the loop facility for a specific telephone number or the loop facility(ies) (DLC and/or copper) serving a specific address. This information will allow DSL to make a determination of what type of loop to order and what loop conditioning activities (using BellSouth's Unbundled Loop Modification product), if any, are desired by DSL.

3.2     The information provided via this process includes 1) the portion of the loop serviced by Digital Loop Carrier (if applicable), 2) cable lengths and gauges, 3) the presence and location of load coils, 4) the presence, location and length of bridged taps.

3.3     This process is available to DSL based on telephone number or specific address. Requests submitted based on telephone numbers

will provide the loop make-up of the loop currently serving that telephone number. Requests submitted based on a specific address served by both copper facilities and digital loop carrier will contain the loop make-up information for the best available copper loop and the best available loop served by a DLC. Requests submitted based on a specific address that is serviced by only one type of loop will provide the loop make-up information for the best available loop at that address. "Best available," as used in the preceding paragraph, is the loop that BellSouth believes is most compatible with advanced data services (e.g. xDSL, etc).

3.4    The interval for this Loop Make-Up Service Inquiry process is seven 7business days. This interval is separate from the Service Inquiry and Provisioning Interval stated in the Interval Guide.

3.5    DSL shall submit a Service Inquiry for Loop Make–Up to the DSL account representative or the CRSG. BellSouth will perform the loop make-up and return the completed Loop Make-Up to DSL. The Parties understand that Loop Make-Up is offered in order for DSL to best determine the type of loop to order at a given location, but that Loop Make-Up does not reserve the facilities.

2.    Exhibits 1 – 9 of Attachment 11, of the Agreement are hereby amended to include the following rates for the provision of Short and Long Unbundled Copper Loops, Loop Conditioning and Loop Modification Service Inquiry for each state:

| 2-Wire Unbundled Copper Loop (18kft or less)* | USOC | Exhibit 1-AL Alabama Rates | Exhibit 2-FL Florida Rates | Exhibit 3-GA Georgia Rates |
|---|---|---|---|---|
| **Recurring** | UCLPB | $15.11 | $18.00 | $13.97 |
| **Non-Recurring** | | | | |
| Non-Recurring 1st | UCLPB | $514.21 | $340.00 | $395.16 |
| Non-Recurring Add'l | UCLPB | $464.58 | $300.00 | $217.39 |
| Manual Svc Ord –1st | SOMAN | $47.00 | $47.00 | $18.94 |
| Manual Svc Ord -Adl | SOMAN | $21.00 | $21.00 | $8.42 |
| Manual Svc. Ord - Dis | SOMAN | $17.77 | | $142.27/$37.86 |
| Order Coordination 1ˢᵗ & Add'l. | UCLMC | $16.00 | $16.00 | $36.46 |
| Disconnect – 1st | UCLPB | | | |
| Disconnect – Add'l | UCLPB | | | |
| **2-Wire Unbundled Copper Loop (> 18kft)*** | | | | |
| **Recurring** | UCL2L | $15.11 | $18.00 | $41.61 |
| **Non-Recurring** | | | | |
| Non-Recurring 1st | UCL2L | $514.21 | $340.00 | $395.16 |
| Non-Recurring Add'l | UCL2L | $464.58 | $300.00 | $217.39 |
| Manual Svc Ord –1st | SOMAN | $47.00 | $47.00 | $18.94 |
| Manual Svc Ord -Adl | SOMAN | $21.00 | $21.00 | $8.42 |
| Manual Svc. Ord - Dis | SOMAN | $17.77 | | $142.27/$37.86 |
| Order Coordination 1ˢᵗ & Add'l. | UCLMC | $16.00 | $16.00 | $36.46 |
| Disconnect – 1st | UCL2L | | | |
| Disconnect – Add'l | UCL2L | | | |
| **Unbundled Loop Modification*** | | | | |
| Load Coil/Equipment Removal per pair – Loops up to 18 kft. | ULM2L | $70.04 | $70.04 | $70.04 |
| Load Coil/Equipment Removal per pair – Loops > 18kft First/Add'l | ULM2G | $765.29/$23.74 | $765.29/$23.74 | $765.29/$23.74 |
| Bridged Tap Removal per pair unloaded | ULMBT | $105.34 | $105.34 | $105.34 |
| **Loop Make-Up Service Inquiry*** | | | | |
| Per Service Inquiry | UMKLP | $233.75 | $233.75 | $176.88 |
| | | | | |

* These rates are interim rates, subject to true-up

| 2-Wire Unbundled Copper Loop (18kft or less)* | USOC | Exhibit 4-KY Kentucky Rates | Exhibit 5-LA Louisiana Rates | Exhibit 6-MS Mississippi Rates |
|---|---|---|---|---|
| **Recurring** | UCLPB | $11.89 | $21.00 | $14.83 |
| **Non-Recurring** | | | | |
| Non-Recurring 1st | UCLPB | $713.50 | $340.00 | $504.82 |
| Non-Recurring Add'l | UCLPB | $609.44 | $300.00 | $456.24 |
| Manual Svc Ord –1st | SOMAN | $47.00 | $18.14 | $25.52 |
| Manual Svc Ord -Adl | SOMAN | $21.00 | $8.06 | $11.34 |
| Manual Svc. Ord - Dis | SOMAN | $17.77 | $11.41 | $16.06 |
| Order Coordination 1st & Add'l. | UCLMC | NA | $32.77 | $45.27 |
| Disconnect – 1st | UCLPB | | $72.54 | $105.86 |
| Disconnect – Add'l | UCLPB | | $39.42 | $57.25 |
| **2-Wire Unbundled Copper Loop (> 18kft)*** | | | | |
| **Recurring** | UCL2L | $11.89 | $21.00 | $14.83 |
| **Non-Recurring** | | | | |
| Non-Recurring 1st | UCL2L | $713.50 | $340.00 | $504.82 |
| Non-Recurring Add'l | UCL2L | $609.44 | $300.00 | $456.24 |
| Manual Svc Ord –1st | SOMAN | $47.00 | $18.14 | $25.52 |
| Manual Svc Ord -Adl | SOMAN | $21.00 | $8.06 | $11.34 |
| Manual Svc. Ord - Dis | SOMAN | $17.77 | $11.41 | $16.06 |
| Order Coordination 1st & Add'l. | UCLMC | NA | $32.77 | $45.27 |
| Disconnect – 1st | UCL2L | | $72.54 | $105.86 |
| Disconnect – Add'l | UCL2L | | $39.42 | $57.25 |
| **Unbundled Loop Modification*** | | | | |
| Load Coil/Equipment Removal per pair – Loops up to 18 kft. | ULM2L | $70.04 | $70.04 | $70.04 |
| Load Coil/Equipment Removal per pair – Loops > 18kft First/Add'l | ULM2G | $765.29/$23.74 | $765.29/$23.74 | $765.29/$23.74 |
| Bridged Tap Removal per pair unloaded | ULMBT | $105.34 | $105.34 | $105.34 |
| **Loop Make-Up Service Inquiry*** | | | | |
| Per Service Inquiry | UMKLP | $233.75 | $233.75 | $233.75 |
| | | | | |

* These rates are interim rates, subject to true-up

| 2-Wire Unbundled Copper Loop (18kft or less)* | USOC | Exhibit 7-NC North Carolina Rates | Exhibit 8- SC South Carolina Rates | Exhibit 9-TN Tennessee Rates |
|---|---|---|---|---|
| **Recurring** | UCLPB | $19.00 | $20.81 | $12.16 |
| **Non-Recurring** | | | | |
| Non-Recurring 1st | UCLPB | $450.00 | $600.61 | $270.01 |
| Non-Recurring Add'l | UCLPB | $390.00 | $507.33 | $234.63 |
| Manual Svc Ord –1st | SOMAN | $47.00 | $25.52 | |
| Manual Svc Ord -Adl | SOMAN | $21.00 | $47.00 | |
| Manual Svc. Ord - Dis | SOMAN | | $21.00 | |
| Order Coordination 1st & Add'l. | UCLMC | $16.00 | $45.43 | $34.29 |
| Disconnect – 1st | UCLPB | | | $74.54 |
| Disconnect – Add'l | UCLPB | | | $39.14 |
| **2-Wire Unbundled Copper Loop (> 18kft)*** | | | | |
| **Recurring** | UCL2L | $19.00 | $20.81 | $12.16 |
| **Non-Recurring** | | | | |
| Non-Recurring 1st | UCL2L | $450.00 | $600.61 | $270.01 |
| Non-Recurring Add'l | UCL2L | $390.00 | $507.33 | $234.63 |
| Manual Svc Ord –1st | SOMAN | $47.00 | $25.52 | |
| Manual Svc Ord -Adl | SOMAN | $21.00 | $47.00 | |
| Manual Svc. Ord - Dis | SOMAN | | $21.00 | |
| Order Coordination 1st & Add'l. | UCLMC | $16.00 | $45.43 | $34.29 |
| Disconnect – 1st | UCL2L | | | $74.54 |
| Disconnect – Add'l | UCL2L | | | $39.14 |
| **Unbundled Loop Modification*** | | | | |
| Load Coil/Equipment Removal per pair – Loops up to 18 kft. | ULM2L | $71.02 | $70.04 | $70.04 |
| Load Coil/Equipment Removal per pair – Loops > 18kft  First/Add'l | ULM2G | $776.42/$24.21 | $765.29/$23.74 | $765.29/$23.74 |
| Bridged Tap Removal per pair unloaded | ULMBT | $82.44 | $105.34 | $105.34 |
| **Loop Make-Up Service Inquiry*** | | | | |
| Per Service Inquiry | UMKLP | $233.75 | $233.75 | $233.75 |
| | | | | |

* These rates are interim rates, subject to true-up

    3.    All of the other provisions of the Agreement dated February 16, 1999 shall remain unchanged and in full force and effect until the expiration date.

    4.    Either or both of the Parties is authorized to submit this Amendment to the appropriate regulatory agencies 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.

**DSLNET Communications, LLC**

By: _Wendy S. Bluemling_
       Signature

Name: _Wendy Bluemling_

Title: _Director - Regulatory_

Date: _March 17, 2000_

**BellSouth Telecommunications, Inc.**

By: _____
       Signature

Name: _Jerry D. Hendrix_

Title: _Senior Director_

Date: _3/20/00_