

**BellSouth Telecommunications, Inc** 850 224-7798  
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Tallahassee, Florida 32301-1556

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

February 5, 2001

010173-TP

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, Unbundling, and Resale Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and NEXTLINK Florida, 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 NEXTLINK Florida, 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 NEXTLINK Florida, Inc. The Commission approved the initial agreement between the companies in Order No. 98-1324-FOF-TP issued October 12, 1998 in Docket 980886-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and NEXTLINK Florida, 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  
(24)

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

**ATTACHMENT TO TRANSMITTAL LETTER**

The Agreement entered into by and between NEXTLINK Florida, Inc. and BellSouth Telecommunications, Inc., dated 11/08/2000, for the state of Florida consists of the following:

ITEM	NO. PAGES
Amendment	6
TOTAL	6

**AMENDMENT  
TO THE  
AGREEMENT BETWEEN  
NEXTLINK FLORIDA, INC. AND  
BELLSOUTH TELECOMMUNICATIONS, INC.  
DATED JUNE 23, 1998**

Pursuant to this Amendment, (the "Amendment"), NEXTLINK Florida, Inc. ("NEXTLINK"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 23, 1998 ("Agreement").

WHEREAS, BellSouth and NEXTLINK entered into the Agreement on June 23, 1998, 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 original Amendment for Unbundled Copper Loops, dated July 17, 2000, is hereby deleted in its entirety and replaced as follows.
2. Section 2.5.3 of Attachment 2, Unbundled Network Elements, of the Agreement is hereby amended by adding new sub-sections 2.5.3.1 – 2.5.3.9, Technical Requirements, and a new Section 2.7 providing for the Unbundled Copper Loops as set forth in Attachment 1 to this Amendment.
3. The terms and conditions for Loop Make Up and Service Inquiry are hereby added to Attachment 2, Unbundled Network Elements, of the Agreement as Section 2.7 as set forth in Attachment 1 to this Amendment.
4. The terms and conditions for Loop Conditioning are hereby added to Attachment 2, Unbundled Network Elements, of the Agreement, as Section 2.8 as set forth in Attachment 1 to this Amendment.
5. BellSouth and NEXTLINK enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position BellSouth or NEXTLINK may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This clause specifically contemplates but is not limited to: (a) the positions BellSouth or NEXTLINK may take in any cost docket related to the terms and conditions associated with access to copper twisted pair loop combination or UCL; (b) the positions that BellSouth or NEXTLINK might take before the FCC or any state public utility commission related to the terms and conditions under which BellSouth must provide NEXTLINK with access to the copper twisted pair loop of UCL; and (c) the ability of NEXTLINK to

request renegotiation of the terms and conditions herein, including pricing, based on any regulatory proceeding or BellSouth's offering of different terms, conditions, or rates to other parties. The interim rates set forth herein were adopted as a result of a compromise between parties and do not reflect either party's position as to final rates for access to the copper twisted pair loop combination or UCL.

6. BellSouth shall make available to NEXTLINK any agreement for the UCL entered into between BellSouth and any other CLEC, consistent with federal and state law. In addition, BellSouth shall make available any standard offering for UCL or xDSL-capable loops developed by BellSouth. If NEXTLINK elects to adopt a standard offering, NEXTLINK shall adopt all rates, terms and conditions relating to the UCL or xDSL-capable loops in such agreement.
7. All of the other provisions of the Agreement, dated June 23, 1998, shall remain in full force and effect.
8. Either or both 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.

**NEXTLINK Florida, Inc.**

By: 

Name: R. Gerard Salemme

Title: Senior Vice President

Date: 9-29-00

**BellSouth Telecommunications, Inc.**

By: 

Name: Jerry Hendrix

Title: Senior Director

Date: 11/8/00

## ATTACHMENT 1 TO THE AMENDMENT

### 2.5 (cont'd) Technical Requirements

- 2.5.3.1 For non-service specific loops described in 2.5.3 above (e.g. UCL, loops modified beyond applicable technical standards by NEXTLINK using the Unbundled Loop Modifications (ULM) process), BellSouth will only support that the loop has copper continuity and balanced tip-and-ring.
- 2.5.3.2 In cases in which NEXTLINK has requested that BellSouth modify a BellSouth loop in such a way that it no longer meets applicable technical specifications, 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. Loops modified in this manner will be ordered and maintained as Unbundled Copper Loops.
- 2.5.3.3 Unbundled Copper Loops
- The copper twisted pair loop described in 2.5.3 above shall be known as the Unbundled Copper Loop (UCL) and shall be subject to the rates and terms contained herein.
- The UCL will be offered in two versions – Short and Long. A short UCL (18kft or less) will be provisioned according to Resistance Design parameters, may have up to 6kft of bridged tap and will have up to 1300 ohms of resistance. Unbundled Loop Modifications (ULM) may be used when a CLEC wants to condition copper loops by removing load coils and other intervening equipment. In almost every case, the UCL long will require ULM to remove load coils. BST will only ensure electrical continuity and balanced tip-and-ring on UCLs.
- 2.5.3.4 The UCL will be a designed circuit, with or without conditioning, provisioned with a test point and come standard with a DLR. 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.
- 2.5.3.5 The UCL is a dry copper loop and is not intended to support any particular telecommunications service. NEXTLINK may use the UCL for a variety of services, including xDSL (e.g., IDSL and SDSL) services, by attaching appropriate terminal equipment of NEXTLINK's choosing. NEXTLINK will determine the type of service that will be provided over the loop.

2.5.3.6 Because the UCL shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, NEXTLINK agrees that BellSouth's UCL will not be held to the service level and performance expectations that apply to its ADSL and HDSL unbundled loop offerings.

2.5.3.7 The UCL shall be provided to NEXTLINK in accordance with BellSouth's Technical Reference 73600.

2.5.3.8 Rates

2.5.3.9 Rates for the Unbundled Copper Loops are as set forth in Exhibit A to this Amendment.

## **2.7 Loop Make Up Service Inquiry**

2.7.1 As an interim process until electronic access to the data contained within LFACs is available, BellSouth shall make available to NEXTLINK a Loop Make Up Service Inquiry process that will provide a description of the loop facility for a specific phone number or the loop facility(ies) (DCL and/or copper) serving a specific address. This information will allow NEXTLINK 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 NEXTLINK.

2.7.2 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.

2.7.3 This process is available to NEXTLINK based on telephone number or specific address. Requests submitted based on telephone numbers will provide the loop make up of the loop currently serving the 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 the 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.):

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

2.7.5 NEXTLINK shall submit a Service Inquiry for Loop Make Up to the NEXTLINK account representative or the CRSG. BellSouth will perform the loop make up and return the completed Loop Make Up to NEXTLINK. The Parties understand that Loop Make Up is offered in order for NEXTLINK to best determine the type of loop to order at a given location, and that Loop make UP will only reserve the facilities for a reasonable standard time interval, currently four business days.

2.7.6 Exhibit A to this Attachment 1 reflects the rates for the provision of Loop Make Up Service Inquiry for each state.

## **2.8 Loop Conditioning**

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

2.8.2 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.

2.8.3 BellSouth shall recover the cost of line conditioning requested by NEXTLINK 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).

2.8.4 In those cases where NEXTLINK has requested that BellSouth modify a loop so that it no longer meets technical parameters for a service specific loop (e.g., voice grade, ISDN, ADSL, etc.) the resulting modified loop will be ordered and maintained as a UCL.

2.8.5 Exhibit A to this Attachment 1 reflects the rates for the provision of Loop Conditioning for each state. Such rates shall serve as the interim rates, subject to true up, between the Parties upon the establishment of permanent rates.

**EXHIBIT A**

<b>2-Wire Unbundled Copper Loop (18kft or less)*</b>	<b>USOC</b>	<b>FL Rates</b>
Recurring	UCLPB	\$18.00
Non-Recurring		
Non-Recurring 1 <sup>st</sup>	UCLPB	\$340.00
Non-Recurring Add'l	UCLPB	\$300.00
Manual Svc Ord – 1 <sup>st</sup>	SOMAN	\$47.00
Manual Svc Ord – Add'l	SOMAN	\$21.00
Manual Svc Ord – Dis	SOMAN	
Order Coordination 1 <sup>st</sup> & Add'l	UCLMC	\$16.00
Disconnect – 1 <sup>st</sup>	UCLPB	
Disconnect – Add'l	UCLPB	
<b>2-Wire Unbundled Copper Loop (&gt;18kft)*</b>		
Recurring	UCL2L	\$35.00
Non-Recurring		
Non-Recurring 1 <sup>st</sup>	UCL2L	\$340.00
Non-Recurring Add'l	UCL2L	\$300.00
Manual Svc Ord – 1 <sup>st</sup>	SOMAN	\$47.00
Manual Svc Ord – Add'l	SOMAN	\$21.00
Manual Svc Ord – Dis	SOMAN	
Order Coordination 1 <sup>st</sup> & Add'l	UCLMC	\$16.00
Disconnect – 1 <sup>st</sup>	UCL2L	
Disconnect – Add'l	UCL2L	
<b>Unbundled Loop Modification</b>		
Load Coil/Equipment Removal per pair – Loops up to 18 kft.	ULM2L	\$80.55
Load Coil/Equipment Removal per pair – Loops > 18 kft. First/ Add'l	ULM2G	\$880.08/ \$27.30
Bridged Tap Removal per pair unloaded	ULNBT	\$121.14
<b>Loop Make Up Service Inquiry*</b>		
Per Service Inquiry	UMKLP	\$233.75

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