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

Marshall M. Criser III  
Regulatory Vice President

November 13, 2001

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

011562-TP

Re: Approval of an Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and DIECA Communications, Inc. d/b/a Covad Communications Company 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 DIECA Communications, Inc. d/b/a Covad Communications Company 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 DIECA Communications, Inc. d/b/a Covad Communications Company. The initial agreement between the companies was filed in Docket 010966-TP, on July 16, 2001, and was deemed effective by operation of law on October 17, 2001. This amendment amends the standalone UNE Loop agreement to incorporate Unbundled Loop Modifications.

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 DIECA Communications, Inc. d/b/a Covad Communications Company 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, as such this amendment should be deemed effective by operation of law on February 13, 2001.

Very truly yours,



Regulatory Vice President (KA)

DOCUMENT NUMBER-DATE

14388 NOV 13 2001

FPSC-COMMISSION CLERK

## ATTACHMENT TO TRANSMITTAL LETTER

The Agreement entered into by and between DIECA Communications, Inc. d/b/a Covad Communications Company and BellSouth Telecommunications, Inc., dated May 30, 2001 for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee consists of the following:

ITEM	NO. PAGES
Amendment	4
TOTAL	4

# **EXHIBIT 1**

**Amendment to the Interconnection Agreement  
By and Between BellSouth Telecommunications, Inc.  
And  
DIECA Communications, Inc. d/b/a  
Covad Communications Company**

**Dated May 30, 2001**

This Agreement refers to the Interconnection Agreement ("the Agreement") entered into by DIECA Communications, Inc. d/b/a Covad Communications Company ("DIECA"), a California corporation and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation on May 30, 2001. This Amendment ("Amendment") is made by and between DIECA and BellSouth and shall be deemed effective on the date executed by DIECA and BellSouth.

WHEREAS, BellSouth and DIECA entered into the Agreement on May 30, 2001 for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, 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, DIECA and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

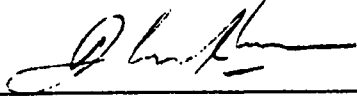
1. Attachment 2 of the Agreement is hereby amended to include the terms and conditions for Unbundled Loop Modifications (Line Conditioning) as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
2. The Parties agree that all of the other provisions of the Interconnection Agreement between DIECA and BellSouth, dated May 30, 2001, shall remain unchanged and in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the appropriate State Public Service Commissions or other 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.

**DIECA Communications, Inc. d/b/a**

**Covad Communications Company**

**BellSouth Telecommunications, Inc.**




\_\_\_\_\_  
**Signature**  
**Dhruv Khanna**

\_\_\_\_\_  
**Name**

**Executive-VP & General  
Counsel**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**



\_\_\_\_\_  
**Signature**  
**C. W. Boltz**

\_\_\_\_\_  
**Name**

**Managing Director**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

*10-1-01*

## **ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES**

### **1.1 Unbundled Loop Modifications (Line Conditioning)**

- 1.1.1** Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, as requested by DIECA, whether or not BellSouth offers advanced services to the End User on that loop.
- 1.1.2** 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, load coils, bridge taps, low pass filters, and range extenders.
- 1.1.3** The Unbundled Loop Modifications (ULM) offering provides the following elements: 1) removal of equipment on loops equal to or less than 18kft; 2) removal of equipment of loops longer than 18kft; and 3) removal of bridged-taps on loops of any length.
- 1.1.4** Charges for loop conditioning, if any, shall be determined by each state commission in accordance with federal pricing rules.