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150 South Monroe Street  
Tallahassee, Florida 32301-1556

Marshall M. Criser III  
Regulatory Vice President

January 26, 2000

ORIGINAL

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RECORDS AND REPORTING

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

000096-TP

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 original agreement was filed on March 9, 1999 in Docket 990292-TP.

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 III*

Regulatory Vice President

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**ATTACHMENT TO TRANSMITTAL LETTER**

The Amendment entered into by and between DSLnet Communications, LLC and BellSouth Telecommunications, Inc., dated 12/06/1999, for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee consists of the following:

ITEM	NO. PAGES
Amendment	5
TOTAL	5

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 rates, terms and conditions for the provision of Unbundled Copper Loops as follows:

To the extent that it exists within the BellSouth network at given customer location, 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 in addition to the loop itself.

The UCL Loop will be a designed circuit, provisioned with a test point and come standard with a DLR. Order Coordination (OC) will be offered as a chargeable option on all UCL loops. Order Coordination – Time Specific (OC-TS) will not be offered on UCLs.

The UCL Loop is a dry copper 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.

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 obligations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain electrical continuity and provide balance relative to tip and ring on UCL loops.

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

2. Attachment 11 of the Agreement is hereby amended to include the following rates for the provision of unbundled copper loops for each state:

**Attachment 11, Exhibit 1-AL**

<b>2-Wire Unbundled Copper Loop</b>	
<b>Recurring</b>	\$19.41
<b>Non-Recurring</b>	
Non-Recurring 1st	\$585.20
Non-Recurring Add'l	\$455.63
Manual Svc Ord -1st	\$46.62
Manual Svc Ord -Adl	\$20.56
Order Coordination 1 <sup>st</sup> & Add'l.	\$16.00
<b>Cross Connect, per cross connect</b>	
<b>2 – Fiber, Recurring</b>	\$15.64
Non-Recurring – First/Add'l	\$41.56/\$29.82
Disconnect Chg.- First/Add'l	\$12.96/\$10.34
<b>4 – Fiber, Recurring</b>	\$28.11
Non-Recurring – First/Add'l	\$50.53/\$38.78
Disconnect Chg.- First/Add'l	\$16.97/\$14.35

**Attachment 11, Exhibit 2-FL**

<b>2-Wire Unbundled Copper Loop</b>	
<b>Recurring</b>	\$21.98
<b>Non-Recurring</b>	
Non-Recurring 1st	\$593.58
Non-Recurring Add'l	\$461.96
Manual Svc Ord -1st	\$47.54
Manual Svc Ord -Adl	\$20.96
Order Coordination 1 <sup>st</sup> & Add'l.	\$16.19
<b>Cross Connect, per cross connect</b>	
<b>2 – Fiber, Recurring</b>	\$15.64
Non-Recurring – First/Add'l	\$41.56/\$29.82
Disconnect Chg.- First/Add'l	\$12.96/\$10.34
<b>4 – Fiber, Recurring</b>	\$28.11
Non-Recurring – First/Add'l	\$50.53/\$38.78
Disconnect Chg.- First/Add'l	\$16.97/\$14.35

**Attachment 11, Exhibit 3-GA**

<b>2-Wire Unbundled Copper Loop</b>	
<b>Recurring</b>	\$18.69
<b>Non-Recurring</b>	
Non-Recurring 1st	\$585.62
Non-Recurring Add'l	\$455.76
Manual Svc Ord -1st	\$46.90

Manual Svc Ord -Adl	\$20.68
Order Coordination 1 <sup>st</sup> & Add'l.	\$15.98
<b>Cross Connect, per cross connect</b>	
<b>2 – Fiber, Recurring</b>	\$15.64
Non-Recurring – First/Add'l	\$41.56/\$29.82
Disconnect Chg.- First/Add'l	\$12.96/\$10.34
<b>4 – Fiber, Recurring</b>	\$28.11
Non-Recurring – First/Add'l	\$50.53/\$38.78
Disconnect Chg.- First/Add'l	\$16.97/\$14.35

#### Attachment 11, Exhibit 4-KY

<b>2-Wire Unbundled Copper Loop</b>	
<b>Recurring</b>	\$18.84
<b>Non-Recurring</b>	
Non-Recurring 1st	\$585.01
Non-Recurring Add'l	\$455.57
Manual Svc Ord –1st	\$46.48
Manual Svc Ord -Adl	\$20.50
Order Coordination 1 <sup>st</sup> & Add'l.	\$16.02
<b>Cross Connect, per cross connect</b>	
<b>2 – Fiber, Recurring</b>	\$15.64
Non-Recurring – First/Add'l	\$41.56/\$29.82
Disconnect Chg.- First/Add'l	\$12.96/\$10.34
<b>4 – Fiber, Recurring</b>	\$28.11
Non-Recurring – First/Add'l	\$50.53/\$38.78
Disconnect Chg.- First/Add'l	\$16.97/\$14.35

#### Attachment 11, Exhibit 5-LA

<b>2-Wire Unbundled Copper Loop</b>	
<b>Recurring</b>	\$25.47
<b>Non-Recurring</b>	
Non-Recurring 1st	\$587.35
Non-Recurring Add'l	\$457.30
Manual Svc Ord –1st	\$46.79
Manual Svc Ord -Adl	\$20.63
Order Coordination 1 <sup>st</sup> & Add'l.	\$16.06
<b>Cross Connect, per cross connect</b>	
<b>2 – Fiber, Recurring</b>	\$15.64
Non-Recurring – First/Add'l	\$41.56/\$29.82
Disconnect Chg.- First/Add'l	\$12.96/\$10.34
<b>4 – Fiber, Recurring</b>	\$28.11
Non-Recurring – First/Add'l	\$50.53/\$38.78
Disconnect Chg.- First/Add'l	\$16.97/\$14.35

#### Attachment 11, Exhibit 6-MS

<b>2-Wire Unbundled Copper Loop</b>	
<b>Recurring</b>	\$22.26

<b>Non-Recurring</b>	
Non-Recurring 1st	\$585.29
Non-Recurring Add'l	\$455.70
Manual Svc Ord -1st	\$46.63
Manual Svc Ord -Adl	\$20.56
Order Coordination 1 <sup>st</sup> & Add'l.	\$16.00
<b>Cross Connect, per cross connect</b>	
<b>2 – Fiber, Recurring</b>	\$15.64
Non-Recurring – First/Add'l	\$41.56/\$29.82
Disconnect Chg.- First/Add'l	\$12.96/\$10.34
<b>4 – Fiber, Recurring</b>	\$28.11
Non-Recurring – First/Add'l	\$50.53/\$38.78
Disconnect Chg.- First/Add'l	\$16.97/\$14.35

**Attachment 11, Exhibit 7-NC**

<b>2-Wire Unbundled Copper Loop</b>	
<b>Recurring</b>	\$19.12
<b>Non-Recurring</b>	
Non-Recurring 1st	\$584.23
Non-Recurring Add'l	\$454.93
Manual Svc Ord -1st	\$46.46
Manual Svc Ord -Adl	\$20.49
Order Coordination 1 <sup>st</sup> & Add'l.	\$15.99
<b>Cross Connect, per cross connect</b>	
<b>2 – Fiber, Recurring</b>	\$15.64
Non-Recurring – First/Add'l	\$41.56/\$29.82
Disconnect Chg.- First/Add'l	\$12.96/\$10.34
<b>4 – Fiber, Recurring</b>	\$28.11
Non-Recurring – First/Add'l	\$50.53/\$38.78
Disconnect Chg.- First/Add'l	\$16.97/\$14.35

**Attachment 11, Exhibit 8-SC**

<b>2-Wire Unbundled Copper Loop</b>	
<b>Recurring</b>	\$22.54
<b>Non-Recurring</b>	
Non-Recurring 1st	\$587.37
Non-Recurring Add'l	\$457.32
Manual Svc Ord -1st	\$46.79
Manual Svc Ord -Adl	\$20.63
Order Coordination 1 <sup>st</sup> & Add'l.	\$16.06
<b>Cross Connect, per cross connect</b>	
<b>2 – Fiber, Recurring</b>	\$15.64
Non-Recurring – First/Add'l	\$41.56/\$29.82
Disconnect Chg.- First/Add'l	\$12.96/\$10.34
<b>4 – Fiber, Recurring</b>	\$28.11
Non-Recurring – First/Add'l	\$50.53/\$38.78
Disconnect Chg.- First/Add'l	\$16.97/\$14.35

**Attachment 11, Exhibit 9-TN**

<b>2-Wire Unbundled Copper Loop</b>	
Recurring	\$20.11
<b>Non-Recurring</b>	
Non-Recurring 1st	\$586.27
Non-Recurring Add'l	\$456.43
Manual Svc Ord -1st	\$46.75
Manual Svc Ord -Adl	\$20.61
Order Coordination 1 <sup>st</sup> & Add'l.	\$16.03
<b>Cross Connect, per cross connect</b>	
<b>2 - Fiber, Recurring</b>	\$15.64
Non-Recurring - First/Add'l	\$41.56/\$29.82
Disconnect Chg.- First/Add'l	\$12.96/\$10.34
<b>4 - Fiber, Recurring</b>	\$28.11
Non-Recurring - First/Add'l	\$50.53/\$38.78
Disconnect Chg.- First/Add'l	\$16.97/\$14.35

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 Bluemling  
Signature

Name: Wendy Bluemling

Title: Director- Regulatory Affairs

Date: December 2, 1999

**BellSouth Telecommunications, Inc.**

By: Jerry D. Hendrix  
Signature

Name: Jerry D. Hendrix

Title: Senior Director

Date: 12/4/99