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150 South Monroe Street
Tallahassee, Florida 32301-1556

Marshall M. Criser III
Regulatory Vice President

April 6, 2000

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

000420 -TP

RECEIVED-FPSC
00 APR -6 PM 3:40
RECORDS AND REPORTING

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Network Telephone Corporation 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 Network Telephone Corporation 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 Network Telephone Corporation. The Commission approved the initial agreement between the companies in Order No. 98-0870-FOF-TP issued July 1, 1998 in Docket 980416-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Network Telephone Corporation 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

(28)

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

04294 APR-68

FPSC-RECORDS/REPORTING

ATTACHMENT TO TRANSMITTAL LETTER

The Agreement entered into by and between Network Telephone Corporation and BellSouth Telecommunications, Inc., dated 03/17/2000, 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

03/17/00

AMENDMENT
to the
Master Interconnection Agreement between
Network Telephone Corporation
BellSouth Telecommunications, Inc.
Dated May 6, 1998

Pursuant to this Agreement, (the "Amendment"), Network Telephone Corporation ("Network Telephone"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 6, 1998 (the "Agreement").

WHEREAS, BellSouth and Network Telephone entered into an Interconnection Agreement on May 6, 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. Section 2.3, Technical Requirements, and Section 2.4 of Attachment 2, Unbundled Network Elements, of the Agreement is hereby deleted in its entirety and replaced with new Technical Requirements and provisions for the Unbundled Copper Loops, and a new Section 2.5, Loop Conditioning, is added to the Agreement as set forth as set forth in Attachment A to this Amendment.
2. All of the other provisions of the Agreement, dated May 6, 1998 shall remain in full force and effect.
3. Either or both of the 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.

Network Telephone Corporation

By: 

Name: Jerry Matthews

Title: CFD/VP

Date: 3/16/00

BellSouth Telecommunications, Inc.

By: 

Name: Jerry Hendrix

Title: Senior Director

Date: 3/17/00

2.4 Technical Requirements

- 2.4.1 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 Network Telephone's request.
- 2.4.2 Network Telephone 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.
- 2.4.3 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 Network Telephone will be consistent with industry standards and BellSouth's TR73600.
- 2.4.4 Network Telephone 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 Network Telephone 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 Network Telephone using the Special Construction process), BellSouth will only support that the loop has copper continuity and balanced tip-and-ring.
- 2.4.5 In some instances, Network Telephone will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that Network Telephone can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. Network Telephone will determine the type of service that will be provided over the loop. In some cases, Network Telephone 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.
- 2.4.6 In cases in which Network Telephone 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.

- 2.4.7 Network Telephone, in performance of its obligations pursuant to the preceding Section, shall maintain records that will reflect that pursuant to Network Telephone'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. Network Telephone will not report to BellSouth troubles on said loops where the loops are not performing within the technical specifications of that loop type.
- 2.4.8 In addition, Network Telephone 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 Network Telephone has placed on the loop. If this occurs, BellSouth will work cooperatively with Network Telephone to restore the circuit to its previous modified status as quickly as possible. Network Telephone will pay the Time and Materials costs associated with BellSouth's work efforts needed to bring the loop back to its previous modified status.
- 2.4.9 The loop shall be provided to Network Telephone in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.
- 2.5 Unbundled Copper Loops
- 2.5.1 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.
- 2.5.2 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.
- 2.5.3 The UCL is a dry copper loop and is not intended to support any particular telecommunications service. Network Telephone may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of Network Telephone's choosing. Network Telephone will determine the type of service that will be provided over the loop.

- 2.5.4 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.
- 2.5.5 The UCL loop shall be provided to CLEC in accordance with BellSouth's Technical Reference 73600.
- 2.5.6 Rates
- Rates for the Unbundled Copper Loops are as set forth in Exhibit A to this Amendment.
- 2.6 Loop Conditioning
- 2.6.1 Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, as requested by Network Telephone, whether or not BellSouth offers advanced services to the End User on that loop.
- 2.6.2 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.
- 2.6.3 BellSouth shall recover the cost of line conditioning requested by Network Telephone 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).

BELLSOUTHNETWORK TELEPHONE UNBUNDLED COPPER LOOPS

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-Wire Unbundled Copper Loop										
RC - Statewide, per month	UCLPB	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00
RC - Zone 1, per month (Note 2)	TBD	TBD	\$18.60	\$19.80	TBN	\$18.80	\$16.85	TBD	\$18.90	\$19.85
RC - Zone 2, per month (Note 2)	TBD	TBD	\$27.23	\$22.88	TBN	\$25.85	\$22.34	TBD	\$28.50	\$24.98
RC - Zone 3, per month (Note 2)	TBD	TBD	\$60.07	\$36.34	TBN	\$39.14	\$31.92	TBD	\$37.75	\$35.81
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	\$42.13	NA	NA	NA
NRC - 1st	UCLPB	\$560.00	\$560.00	\$560.00	\$560.00	\$560.00	\$560.00	\$560.00	\$560.00	\$560.00
NRC - Add'l	UCLPB	\$460.00	\$460.00	\$460.00	\$460.00	\$460.00	\$460.00	\$460.00	\$460.00	\$460.00
NRC - Disconnect Charge - 1st	UCLPB	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	UCLPB	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
NOTES:										
1 In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.										
2 Deaveraged Loop Rates by Zone will be available effective May 1, 2000. The status of rates shown by state is as follows:										
Alabama - Proposed rates.										
Florida - Interim rates established in Joint Stipulation and signed by parties in December, 1999; Docket No. 990649-TP. These rates will be replaced by permanent rates in October, 2000.										
Georgia - Rates established in Joint Stipulation and signed by parties in December, 2000; Docket Nos. 5825-U, 7051-U, and 10692-U.										
Kentucky - Rates established in Joint Stipulation and signed by parties in January, 2000; Admin. Case No. 382.										
Louisiana - Proposed rates.										
Mississippi - Proposed rates.										
North Carolina - To be decided.										
South Carolina - Proposed rates.										
Tennessee - Proposed rates.										