

FLORIDA PUBLIC SERVICE COMMISSION
Capital Circle Office Center • 2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

M E M O R A N D U M

September 26, 1996

TO: DIRECTOR, DIVISION OF RECORDS AND REPORTING (BAYO)

FROM: DIVISION OF COMMUNICATIONS (CHASE, REID, REITH) *LR*
DIVISION OF LEGAL SERVICES (BARONE) *MB for MUMS*

RE: DOCKET NO. 960862-TP - PETITION FOR APPROVAL OF
INTERCONNECTION AGREEMENT BETWEEN BELL SOUTH
TELECOMMUNICATIONS, INC. AND TELEPORT COMMUNICATIONS
GROUP

AGENDA: OCTOBER 8, 1996 - REGULAR AGENDA - PARTIES MAY
PARTICIPATE

CRITICAL DATES: COMMISSION MUST APPROVE OR DENY BY 10/24/96
PER TELECOMMUNICATIONS ACT OF 1996

SPECIAL INSTRUCTIONS: S:\PSC\CMU\WP\960862TP.RCM

CASE BACKGROUND

On July 26, 1996, BellSouth Telecommunications, Inc. (BellSouth) and Teleport Communications Group (TCG) filed a petition for approval of an interconnection agreement. The agreement was executed on July 15, 1996, and the parties are seeking approval of the agreement under the Telecommunications Act of 1996. This is staff's recommendation to approve the agreement.

DOCUMENT NUMBER-DATE

10370 SEP 26 1996

FPSC-RECORDS/REPORTING

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DISCUSSION OF ISSUES

ISSUE 1: Should the Commission approve the proposed agreement between BellSouth and TCG?

RECOMMENDATION: Yes. The Commission should approve the proposed agreement between BellSouth and TCG regarding local interconnection, unbundling, and temporary number portability. If BellSouth and TCG modify their agreement, the Commission should require BellSouth and TCG to file supplements to their agreement for Commission review under the provisions of 47 U.S.C. § 252(e).

STAFF ANALYSIS: As stated in the Case Background, BellSouth and TCG are seeking approval of their interconnection agreement under the federal Telecommunications Act of 1996 (the Act). Both the Act and revised Chapter 364, Florida Statutes, encourage parties to enter into negotiated agreements to bring about local exchange competition as quickly as possible. If the parties reach a negotiated agreement, under 47 U.S.C. § 252(e), the agreement is to be filed with the state commission for approval. 47 U.S.C. § 252(a)(1) requires that "the agreement shall include a detailed schedule of itemized charges for interconnection and each service or network element included in the agreement." Under 47 U.S.C. § 252(e)(4), the state commission must approve or reject the agreement within 90 days after submission or the agreement shall be deemed approved.

The agreement is a two-year agreement governing the relationship between the companies regarding technical provisions, meet-point trunking arrangements, interconnection, reciprocal compensation, interim number portability, access to 911/E911 services, directory listings and directory distribution, and unbundling in all nine states in which BellSouth operates. The agreement also includes the rates at which TCG will purchase services from BellSouth for resale, which are discounted from BellSouth's retail rate for the telecommunications service. The discounts are 18% for residential and 12% for business telecommunications services (see Attachment I).

Staff has reviewed the BellSouth and TCG proposed agreement for compliance with both the Florida Statutes and the 1996 Act and recommends that the Commission approve it. Although the agreement states that BellSouth meets 47 U.S.C. § 271 requirements, the approval of this agreement by the Commission does not mean that the FPSC is confirming that BellSouth has met the 47 U.S.C. § 271 requirements. That decision will be made in a separate proceeding before the Commission. Attachment II compares the major elements of the BellSouth and TCG agreement with Commission ordered interconnection arrangements and other

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negotiated interconnection agreements.

ISSUE 2: Should Docket No. 960862-TP be closed?

RECOMMENDATION: Yes, with the adoption of staff's recommendation in Issue 1, and issuance of the Commission's order approving the agreement, Docket No. 960862-TP should be closed.

BellSouth Telecommunications, Inc. 904 224-7798
Suite 400 Fax 904 224-5073
150 South Monroe Street
Tallahassee, Florida 32301-1556

A. M. Lombardo
Regulatory Vice President

July 26, 1996

Ms. Blanca S. Bayo
Director, Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Betty Easley Conference Center, Room 110
Tallahassee, Florida 32399-0850

960862-TP

Re: Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Teleport Communications Group ("TCG") pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Ms. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and TCG are submitting to the Florida Public Service Commission 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 TCG. The agreement was negotiated pursuant to sections 251, 252 and 271 of the Act.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and TCG within 90 days of its submission. 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 or necessity. Both parties represent that neither of these reasons exist as to the agreement they have negotiated and that the Commission should approve their agreement.

Very truly yours,


for Regulatory Vice President

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FPSC-RECORDS/REPORTING

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Teleport Communications Group, Inc., a Delaware corporation, on behalf of itself and its wholly owned subsidiaries, (collectively referred to as "TCG"), and shall be deemed effective as of July 15, 1996. This agreement may refer to either BellSouth or TCG or both as a "party" or "parties."

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, TCG is a local exchange telecommunications company authorized, has applications pending, or may make application to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, the parties wish to interconnect their facilities, purchase unbundled elements, and exchange traffic for the purposes of fulfilling their obligations pursuant to sections 251, 252 and 271 of the Telecommunications Act of 1996;

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and TCG agree as follows:

I. Definitions

A. **Affiliate** is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

B. **Commission** is defined as the appropriate regulatory agency in each of BellSouth's nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

C. **Intermediary function** is defined as the delivery of local traffic from a local exchange carrier other than BellSouth or TCG or from another telecommunications company such as a wireless telecommunications provider through the network of BellSouth or TCG to an end user of BellSouth or TCG.

D. **Local Traffic** is defined as any telephone call that originates and terminates in the same LATA and is billed by the originating party as a local call, including any call terminating in an exchange outside of BellSouth's service area with respect to which BellSouth has a local interconnection arrangement with an independent LEC, with which TCG is not directly interconnected.

E. **Local Interconnection** is defined as 1) the delivery of local traffic to be terminated on each party's local network so that end users of either party have the ability to reach end users of the other party without the use of any access code or substantial delay in the processing of the call; 2) the LEC unbundled network features, functions, and capabilities set forth in this Agreement; and 3) Interim Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.

F. **Percent of Interstate Usage (PIU)** is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "nonintermediary" minutes of use, including interstate minutes of use that are forwarded due to Interim Number Portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "nonintermediary", local, interstate, intrastate, toll and access minutes of use adjusted for Interim Number Portability less all minutes attributable to terminating party pays services.

G. **Percent of Local Usage (PLU)** is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "nonintermediary" local minutes of use adjusted for those minutes of use that only appear local due to Interim Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Interim Number Portability less intrastate terminating party pays minutes of use.

H. **Telecommunications Act of 1996 ("Act")** means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 U.S.C. § 1 et. seq.).

I. **Multiple Exchange Carrier Access Billing ("MECAB")** means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF").

which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Bellcore as Special Report SR-BDS-000983, containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or CLECs or by one LEC in two or more states within a single LATA.

J. Multiple Exchange Carriers Ordering and Design Guidelines for Access Services--Industry Support Interface ("MECOD") means a document developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the Carrier Liaison Committee of the ATIS. The ECOD document, published by BellCore as Special Report SR-STS-002643, establishes methods for processing orders for access service provided by two or more local carriers (including a LEC and a CLEC).

II. Purpose

* The parties intend that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform with each party's obligations under sections 251, 252 and 271 of the Act. The access and interconnection obligations contained herein, when implemented, are intended to enable TCG to provide competing telephone exchange service to residential and business subscribers within the nine state region of BellSouth. To the extent the items in 47 U.S.C. § 271(c)(2)(B) are contained within this Agreement, the parties intend and expect that with the successful implementation of this Agreement, BellSouth will satisfy the requirements of 47 U.S.C. § 271(c)(2)(B).

III. Term of the Agreement

A. The term of this Agreement shall be three years, beginning July 15, 1996

B. The parties agree that by no later than December 1, 1998, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning July 1, 1999.

C. If, within 135 days of commencing the negotiation referred to in Section III (B) above, the parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either party may petition the Commission to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection arrangements no later than March 2, 1999. The parties further agree that in the event the Commission does not issue its order prior to July 1, 1999 or if the parties continue beyond July 1, 1999 to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the

parties, will be effective retroactive to July 1, 1999. Until the revised local interconnection arrangements become effective, the parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

IV. Local Interconnection (47 U.S.C. §251(c)(2), §252(d)(1),(2), §271(c)(2)(B)(i))

A. The parties intend that the interconnection of their equipment, facilities and networks pursuant to this section will comply with the requirements of sections 251, 252 and 271 of the Act upon successful implementation of this Article.

B. The delivery of local traffic between the parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement.

C. Each party will pay the other for terminating its local traffic on the other's network the local interconnection rates as set forth in Attachment B-1, incorporated herein by this reference. Each state to which this Agreement applies will be billed separately. The charges for local interconnection are to be billed monthly and payable quarterly after appropriate adjustments pursuant to this Agreement are made. To the extent TCG will connect to BellSouth's access tandem and BellSouth's end offices the rate for TCG's local interconnection will be a combination of tandem and end office rates. BellSouth agrees that the local interconnection rate it shall pay to TCG shall be computed using a similar percentage of tandem and end office rates. The rate will be determined as an average of end office routed minutes and tandem routed minutes.

D. The first six month period of traffic exchange under this Agreement in each state is a testing period in which the parties agree to exchange data and render billing. However, no compensation during this period will be paid. If, during the second six month period, the monthly net amount to be billed prior to the cap being applied pursuant to subsection (E) of this section is less than \$40,000.00 for each state, the parties agree that no payment is due. This cap shall be reduced for each of the subsequent six month periods as follows: 2nd period -\$40,000.00; 3rd period-\$30,000.00; and 4th period--\$20,000.00. The cap shall be \$0.00 for any period after the expiration of the 4th six month period.

E. The parties agree that neither party shall be required to compensate the other for more than 105% of the total billed local interconnection minutes of use of the party with the lower total billed local interconnection minutes of use in the same month on a statewide basis. This cap shall apply to the total billed local interconnection minutes of use calculated for each party and any affiliate of the party providing local exchange telecommunications services under the party's certificate of necessity issued by the Commission. Each party will report to the other a Percentage Local Usage ("PLU") and the application of the PLU will determine the amount of local minutes to be billed to the other party. Until such time as actual usage data is available or at the expiration of the first year after the initiation of traffic exchange pursuant to this

Agreement, the parties agree to utilize a mutually acceptable surrogate for the PLU factor. The calculations, including examples of the calculation of the cap between the parties will be pursuant to the procedures set out in Attachment A, incorporated herein by this reference. For purposes of developing the PLU, each party shall consider every local call and every long distance call. Effective on the first of January, April, July and October of each year, the parties shall update their prospective PLU.

F. The parties agree that there are four appropriate methods of interconnecting facilities: (1) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations; (2) physical collocation; and (3) interconnection via purchase of facilities from either party by the other party; and (4) upon mutual agreement as to technical feasibility, the parties may also interconnect on a mid-span basis. Rates and charges for collocation are set forth in Attachment C-13, incorporated herein by this reference. Facilities may be purchased at rates, terms and conditions set forth in BellSouth's intrastate Switched Access (Section E6) or Special Access (Section E7) services tariff or as contained in Attachment B-1 for local interconnection, incorporated herein by this reference.

G. The parties agree to accept and provide any of the preceding methods of interconnection. TCG shall establish a point of interconnection at each and every BellSouth access tandem within the local calling area TCG desires to serve for interconnection to those end offices that subtend the access tandem. Alternatively, TCG may elect to interconnect directly at the end offices for interconnection to end users served by that TCG end office. BellSouth will connect at each TCG end office or tandem inside that local calling area. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to BellCore Standard No. TR-NWT-00499. Signal Transfer Point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The parties agree that their facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. The parties further agree that in the event a party interconnects via the purchase of facilities and/or services from the other party, the appropriate intrastate access tariff, as amended from time to time will apply.

H. The parties agree to establish trunk groups from the interconnecting facilities of subsection (F) of this section such that each party provides a reciprocal of each trunk group established by the other party. Notwithstanding the foregoing, each party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency.

I. TCG agrees to use NXX codes in a manner that will allow BellSouth to distinguish Local Traffic (measured and flat rate) from intraLATA toll traffic. If either

party provides a service to its end user customers where said customers were provided a unique local calling area, the parties agree to provide such service using a unique NXX code, to provide 60 days advance written notice to the other party of the offering of such a service, and if both of the preceding conditions are met, to treat the interconnection of such traffic as local.

J. If either party provides intermediary tandem switching and transport services for the other party's connection of its end user to a local end user of: (1) a local exchange telecommunications company other than BellSouth ("ICO") or TCG; or (2) another telecommunications company such as a wireless telecommunications service provider, the party performing the intermediary function will bill a \$.002 per minute charge over and above the local interconnection rates set out in this section. The parties agree that any billing to the ICO or other telecommunications company under this section shall be pursuant to subsection (L), infra of this section.

K. Except where the conditions of paragraph (M), infra, are met, when the parties jointly provide an exchange access connection for an interexchange carrier ("IXC"), each party will provide their own exchange access to the IXC on a multi-bill, multi-tariff meet-point basis pursuant to subsection (L), infra. Each party will bill its own exchange access rates to the IXC.

L. The parties agree that the Company functioning as the end office also functions as the Initial Billing Company ("IBC"). The Party providing the intermediary function bills as the Subsequent Billing Company ("SBC"). The IBC will issue summary records to the SBC, in accordance with OBF Guidelines. The Parties will conduct this business in accordance with the MECABs and MECOD guidelines defined in Section 1 of this Agreement. The Parties agree to work cooperatively to support the work of the Ordering and Billing Forum ("OBF") and to implement OBF changes to MECABs and MECOD in accordance with the OBF Guidelines. BellSouth shall provide the billing name, billing address and CIC of the IXCs on magnetic tape or via electronic file transfer using the EMR format in order to comply with the MPB Notification process as outlined in the MECAB document. The Parties agree to permit the other to concur in its tariffs and to promptly execute any documentation necessary for such concurrence.

M. When one party to this Agreement (LEC A) delivers to the other party (LEC B) exchange access traffic from LEC A's access tandem using facilities that are collocated at LEC B's end office, the Feature Group Interconnection Compensation (FGIC) plan described in Attachment B-1A, incorporated herein by this reference, shall apply. FGIC shall apply to both originating and terminating exchange access traffic so long as the conditions of this subsection are met. When FGIC is applied, LEC A may, at its option, render a single bill to the IXC.

N. When either party delivers calls with unique dialing codes (i.e. time, weather, N11, 900 and 976 calls), the calls shall be delivered in accordance with the

servicing arrangements defined in the LERG. To the extent unique billing arrangements with information service providers are required, BellSouth agrees to provide assistance to TCG in making such arrangements.

O. The ordering and provision of all services purchased from BellSouth by TCG shall be as set forth in the OLEC-to-BellSouth Ordering Guidelines (Facilities Based) as those guidelines are amended by BellSouth from time to time during the term of this Agreement. To the extent TCG provides such guidelines to BellSouth, the ordering and provision of all services purchased from TCG by BellSouth shall be pursuant to those guidelines, as amended by TCG from time to time during the term of this Agreement.

V. IntraLATA and InterLATA Toll Traffic Interconnection

A. The delivery of intrastate toll traffic by a party to the other party shall be reciprocal and compensation will be mutual. For terminating its toll traffic on the other party's network, each party will pay to the other party BellSouth's intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate. The parties agree that the terminating switched access rates may change during the term of this Agreement and that the appropriate rate shall be the rate in effect when the traffic is terminated.

B. For originating and terminating intrastate toll traffic, each party shall pay the other BellSouth's intrastate switched network access service rate elements on a per minute of use basis. Said rate elements shall be as set out in BellSouth's Intrastate Access Services Tariff as that Tariff is amended from time to time during the term of this Agreement. The appropriate charges will be determined by the routing of the call. If TCG is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses TCG as an interexchange carrier on a 10XXX basis, BellSouth will charge TCG the appropriate tariff charges for originating network access services. If BellSouth is serving as the TCG end user's presubscribed interexchange carrier or if the TCG end user uses BellSouth as an interexchange carrier on a 10XXX basis, TCG will charge BellSouth the appropriate BellSouth tariff charges for originating network access services.

C. The parties agree that to the extent either party provides intraLATA toll service to its customers, it may be necessary for it to interconnect to additional access tandems that serve the end office of the customer outside the local calling area.

D. Each party agrees to compensate the other, pursuant to the other party's originating switched access charges, including the database query charge, for the origination of 800 traffic terminated.

E. Each party will provide to the other the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMR format for a fee of \$0.013 per record.

F. If, during the term of this Agreement, either party provides interLATA 800 services, the party will compensate the other for the origination of such traffic pursuant to the appropriate tariff. The party shall provide the appropriate records for billing pursuant to subsection E, above.

G. Should TCG require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. TCG shall utilize SS7 Signaling links, ports and usage as set forth in Attachment C-7, incorporated herein by this reference. TCG will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SSP equipped end office or access tandem providing an IXC identification function and delivery of call to the IXC based on the dialed ten digit number. The rates and charges for said service shall be as set forth in BellSouth's Intrastate Access Services Tariff as said tariff is amended from time to time during the term of this Agreement.

VI. Interim Number Portability (47 U.S.C. §251(b)(2) and §271(c)(2)(B)(xi))

A. The parties intend that the number portability provided pursuant to this section will comply with the requirements of sections 251, 252, and 271 of the Act upon successful implementation of this Article.

B. Interim Number Portability (INP) is an interim service arrangement provided by each party to the other whereby an end user, who switches subscription of his local exchange service from BellSouth to TCG, or vice versa, is permitted to retain use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number. INP services are available in two arrangements, INP-Remote and INP-DID. Notwithstanding the foregoing, INP is not available when the end user's existing account has been denied or disconnected for nonpayment and an outstanding balance remains unpaid.

C. INP services and facilities will only be provided, where technically feasible, subject to the availability of facilities and may only be furnished from properly equipped central offices. SS7 Signaling is required for the provision of INP services. INP-DID is available from either party on either a per DS0, DS1 or DS3 basis. Where INP-DID is provided on a DS1 or a DS3 basis, applicable channelization rates as specified in Attachment C-16, incorporated herein by this reference. INP is available only for basic

local exchange service. Section E6.8.1.H of the BellSouth Intrastate Switched Access tariff, as said tariff is amended from time to time during the term of this Agreement.

D. INP is available only where TCG or BellSouth is currently providing, or will begin providing concurrent with provision of INP, basic local exchange service to the affected end user. INP for a particular TCG assigned telephone number is available only from the BellSouth central office originally providing local exchange service to the end user. INP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or TCG initiated activity (e.g. a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

E. INP-Remote is a telecommunications service whereby a call dialed to an INP-Remote equipped telephone number, is automatically forwarded to an assigned seven or ten digit telephone number within the local calling area as defined in Section A3 of the BellSouth General Subscriber Service Tariff. The forwarded-to number is specified by TCG or BellSouth, as appropriate. Where technologically feasible, the forwarding party will provide identification of the originating telephone number, via SS7 signaling, to the receiving party. Neither party guarantees, however, identification of the originating telephone number to the INP-Remote end user and acknowledges that the Repeat Dialing feature of the CLASS features and functions may not be operational with INP-Remote service. INP-Remote provides a single call path for the forwarding of no more than one simultaneous call to the receiving party's specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis and are in addition to the rate for INP-Remote service.

F. INP-DID service provides trunk side access to end office switches for direct inward dialing to the other company's premises equipment from the telecommunications network to lines associated with the other company's switching equipment and must be provided on all trunks in a group arranged for inward service. A INP-DID trunk termination, provided with SS7 Signaling only, charge applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in Section E6 of BellSouth's intrastate Access Services tariff, as said Tariff is amended from time to time during the term of this Agreement. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the POI using the V&H coordinate method. INP-DID must be established with a minimum configuration of 2 channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for INP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. INP-DID will be provided only where such facilities are available and where the switching equipment of the ordering party is properly equipped. Where INP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center

or each trunk group within the same wire center shall be considered a separate service. Only customer dialed sent paid calls will be completed to the first number of a INP-DID number group, however there are no restrictions on calls completed to other numbers of a INP-DID number group. Interface group arrangements provided for terminating the switched transport at the party's terminal location are as set forth in E6.1.3.A. of BellSouth's intrastate Access Services tariff, as amended from time to time during the term of this Agreement.

G. INP services will be provided at the charges contained in Attachment B-3 for INP-RCF and Attachment R-4 for INP-DID. Both Attachments are incorporated herein by this reference.

H. The calling party is responsible for payment of the applicable charges for sent-paid calls to the INP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or TCG is responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either party may request that the other block collect and third party non-sent paid calls to the INP assigned telephone number. If the party does not request blocking, the other party will provide itemized local usage data for the billing of non-sent paid calls on the monthly bill of usage charges, provided at the individual end user account level. The detail will include itemization of all billable usage. As an alternative to the itemized monthly bill, each party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated format. TCG usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO will be provided in rated format.

I. Each party is responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of INP services. Each party is responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting INP ported traffic. Each party is responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and is required to provide sufficient terminating facilities and services at the terminating end of an INP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other party or any of its end users. In the event that either party determines in its sole judgment that the other party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that party may either refuse to provide INP service or terminate INP to the other party.

J. Each party will be the other's party's single point of contact for all repair calls regarding INP service on behalf of each party's end user. Each party reserves the right to contact the other party's customers, if deemed necessary, for INP service maintenance purposes. Notice of the customer contact shall be given to the party serving the end user as soon as practicable.

K. Neither party is responsible for adverse effects on any service, facility or equipment for the use of INP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over INP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics can not be specified by either party for such calls. Neither party is responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other party obsolete or renders necessary modification of the other party's equipment.

L. For that terminating IXC traffic ported to either party which requires use of either party's tandem switching, the billing for exchange access as delineated in Article IV(L) or (M), supra, shall apply.

M. If either party has direct connections to the IXCs for the termination of all interLATA traffic and it is only through the use of INP services that the other party's tandem is being utilized and the tandem provider receives network access service revenues from the terminating IXC, the party directly connected to the IXCs will bill the other party the exchange access charges for the terminating facilities used for that interLATA traffic. This circumstance may also arise where an intraLATA toll call from one party's customer is sent to a number that is, in turn, forwarded through the use of INP services to the other party's customer. If so, the party utilizing INP will bill the other party the exchange access charges for the terminating facilities used for that intraLATA toll traffic.

N. If during the term of this Agreement, the Federal Communications Commission issues regulations pursuant to 47 U.S.C. §251 to require number portability different than that provided pursuant to this subsection, the parties agree to fully comply with those regulations.

VII. Provision of Unbundled Elements (47 U.S.C. §251(c)(3), § 252(d) and §271(x)(2)(B)(ii))

A. The parties intend that BellSouth's offer of unbundled network elements to TCG pursuant to this section will comply with the requirements of sections 251, 252 and 271 of the Act upon successful implementation of this Article.

B. BellSouth will offer an unbundled local loop to TCG at the rates as set forth in Attachment C-15, incorporated herein by this reference. Special construction charges, if applicable, will be as set forth in BellSouth's Intrastate Special Access Tariff as said tariff is amended from time to time during the term of this Agreement. BellSouth will also offer, as a new service loop concentration as set forth in Attachment C-16, incorporated herein by this reference. The parties agree that loop concentration service is not an unbundled element.

C. BellSouth will offer to TCG unbundled local channelization system service which provides the multiplexing function to convert 96 voice grade loops to DS1 level for connection with TCG's point of interface. Rates are as set forth in Attachment C-16, incorporated herein by this reference.

D. BellSouth will offer to TCG unbundled local transport from the trunk side of its switch at the rates as set forth in Attachment B-1, incorporated herein by this reference.

E. BellSouth will offer to TCG unbundled local switching at the rates as set forth in Attachment C-17, incorporated herein by this reference, for the unbundled exchange service port.

F. BellSouth agrees to offer to TCG, upon its request for a 24 to 28 month commitment, the equivalent of a SmartPath® loop at a rate not to exceed a recurring monthly charge of \$190.00. BellSouth further agrees to offer to TCG, upon its request, the equivalent of a MegaLinkSM Plus loop, priced in accordance with section 252(d) of the Act.

G. The parties agree that BellSouth may provide, upon TCG request, any other network element on an unbundled basis at any technically feasible point on its network pursuant to the requirements of section 251 of the Act.

VIII. Access To Poles, Ducts, Conduits, and Rights of Way (47 U.S.C. § 251(b)(4) and §271(c)(2)(B)(iii))

A. BellSouth agrees to provide to TCG, pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth. The rates, terms and conditions are set out in Attachment C-14.

IX. Physical Collocation (47 U.S.C. §251(c)(6))

A. The parties agree that each shall provide to the other physical collocation services pursuant to Attachment C-13, incorporated herein by this reference.

X. Access to 911/E911 Emergency Network (47 U.S.C. §271(c)(2)(B)(vii)(I))

A. The parties intend for the provision of access to BellSouth's 911/E911 Emergency network by TCG pursuant to this section will comply with the requirements of sections 251, 252, and 271 of the Act upon successful implementation of this Article.

B. 911 and E911 traffic refers to emergency calls originated by dialing 9-1-1. The Parties agree to cooperate to ensure the seamless operation of emergency call networks, including 911, and E911 calls.

C. For basic 911 and E911 service, BellSouth will provide to TCG a list consisting of each municipality in each state that subscribes to either service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911/E911. The parties agree that the county or municipality may wish to assign a different 10 digit directory number for each local exchange company. TCG agrees to hold this information proprietary and will use the information solely for the purpose of routing 0-calls from the TCG Operator Services platform to the PSAPs.

D. TCG will arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth or to the 10 digit number provided by the county or municipality. TCG will route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, TCG shall discontinue the Basic 911 procedures and begin the E911 procedures, set forth in subsection (E), below.

E. For E911 service, TCG shall install a minimum of two dedicated trunks originating from TCG's serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at minimum, DS0 level trunks configured either as a 2 wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA type signaling with multifrequency (MF) pulsing that will deliver automatic number identification (ANI) with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. TCG will provide BellSouth daily updates to the E911 database. BellSouth will provide TCG, within 48 hours, confirmation of the receipt of said updates.

F. If a municipality has converted to E911 service, TCG will forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem

trunks are not available, TCG will alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP pursuant to the appropriate state statute or regulation. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.

G. BellSouth and TCG agree that the practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers, as it is amended from time to time during the term of this Agreement by BellSouth, shall determine the appropriate procedures and practices of the parties as to the provision of 911/E911 Access. BellSouth, as the operator of the Automatic Location Identification (ALI) database, and TCG will use established processes, procedures and formats described in the E911 Local Exchange Carrier Guide for Facility Based Providers to interface with TCG. BellSouth will process valid TCG customer information within 24 hours of receipt from TCG, and electronically transfer the TCG subscriber information to the 911 database.

I. BellSouth agrees to provide, on a scheduled quarterly basis, copies of the Master Street Address Guide ("MSAG") for the LATAs in which TCG operates. The MSAG will be provided via 9-track magnetic tape. TCG agrees to work with the appropriate counties authorities to resolve any addressing issues. BellSouth agrees to maintain the MSAG based upon input from and discussions with the appropriate county authorities.

J. If TCG's certificated area conforms with BellSouth's exchange boundaries, BellSouth will provide a list of 911 tandems serving the BellSouth exchanges. If TCG's certificated area does not conform with BellSouth's exchange boundaries, upon receipt of TCG's NXXs with the comparable BellSouth NXX, BellSouth will provide to TCG the information as to which access tandem the TCG NXXs are routed.

K. The applicable rate elements are as set forth in Attachment C-3, incorporated herein by this reference.

XI. Provision of Operator Services (47 U.S.C. §271(c)(2)(B)(vii)(II)&(III))

A. The parties intend for the provision of access to BellSouth's operator services by TCG pursuant to this section will comply with the requirements of sections 251, 252, and 271 of the Act upon successful implementation of this Article.

B. The parties agree to mutually provide busy line verification and emergency interrupt services pursuant to each party's rates, terms and conditions as may be amended from time to time during the term of this Agreement.

C. BellSouth will offer to TCG Operator Call Processing Access Service; and Directory Assistance Access Services (Number Services). Rates, terms and conditions

are set forth in Attachment C-8 for Operator Call Processing Access Service and Attachment C-9 for Directory Assistance Access Services. Both Attachments are incorporated herein by this reference.

D. BellSouth will offer to TCG CMDS Hosting and the Non Sent Paid Report System pursuant to the terms and conditions set forth in Attachment C-11, incorporated herein by this reference.

E. Each party is responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to INP services that are not presently being used to provide local exchange service or that are terminating to an end user. Where either party chooses to disconnect or terminate any INP service, that party is responsible for designating an appropriate standard type of announcement to be provided.

XII. Directory Listings (47 U.S.C. §271(c)(2)(B)(viii))

A. Subject to execution of an agreement between TCG and BellSouth's affiliate, BellSouth Advertising and Publishing Company ("BAPCO") substantially in the form set forth in Attachment C-XX, (1) listings shall be included in appropriate White Pages or alphabetical directories; (2) TCG's business subscribers' listings shall also be included in appropriate Yellow Pages, or classified directories; and (3) copies of such directories shall be delivered to TCG's subscribers. The parties intend for the provision of white pages directory listings to TCG pursuant to this section to comply with the requirements of sections 251, 252, and 271 of the Act.

B. BellSouth, TCG and BAPCO will accord TCG's directory listing information the same level of confidentiality which BellSouth accords its own directory listing information, and BellSouth shall limit access to TCG's customer proprietary confidential directory information to those BellSouth or its affiliates' employees who are involved in the preparation of listings.

C. BellSouth will not charge TCG to maintain the Directory Assistance database. The parties agree to cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format and content of listing information.

XIII. Access to Telephone Numbers (47 U.S.C. §271(c)(2)(B)(ix))

A. The parties intend for the provision of access to telephone numbers for TCG pursuant to this section will comply with the requirements of sections 251, 252, and 271 of the Act upon successful implementation of this Article.

B. BellSouth, during any period under this Agreement in which it serves as a North American Numbering Plan administrator for its territory, shall ensure that TCG has nondiscriminatory access to telephone numbers for assignment to its telephone exchange service customers. It is mutually agreed that BellSouth shall provide numbering resources pursuant to the BellCore Guidelines Regarding Number Assignment and compliance with those guidelines shall constitute nondiscriminatory access to numbers. TCG agrees that it will complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010. This service will be as set forth in Attachment C-2, incorporated herein by this reference.

C. If during the term of this Agreement BellSouth is no longer the North American Numbering Plan administrator, the parties agree to comply with the guidelines, plan or rules adopted pursuant to 47 U.S.C. § 251(e).

XIV. Access to Signaling and Signaling Databases (47 U.S.C. §271(c)(2)(B)(x))

A. The parties intend for the provision of access to signaling and signaling databases for TCG pursuant to this section ~~to~~ ^{will} comply with the requirements of sections 251, 252, and 271 of the Act. ACB
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B. BellSouth will offer to TCG use of its signaling network and signaling databases on an unbundled basis at published tariffed rates. Signaling functionality will be available with both A-link and B-link connectivity.

C. BellSouth offers to input the NXXs assigned to TCG into the Local Exchange Routing Guide ("LERG").

D. BellSouth will enter TCG line information into its Line Information Database ("LIDB") pursuant to the terms and conditions contained in Attachment C-5, incorporated herein by this reference. Entry of line information into LIDB will enable TCG's end users to participate or not participate in alternate billing arrangements such as collect or third number billed calls.

E. If TCG utilizes BellSouth's 800 database for query purposes only, the rates and charges shall be as set forth in Attachment C-4, incorporated herein by this reference.

XV. BellSouth's Offer of Services Available for Resale (47 U.S.C. § 251(c)(4), §251(d)(3) & §271(c)(2)(B)(xiv))

A. The parties intend for the provisions contained in this section regarding BellSouth's telecommunications services available for resale will comply with the

Attachment B-1
Local Interconnection Service

Service: Local Interconnection*

Description: Provides for the use of BellSouth Switching and transport facilities and common subscriber plant for connecting calls between an ALEC's Point of Interface (POI) and a BellSouth end user.

It can also be used to connect calls between an ALEC and an Interexchange Carrier (IC), and Independent Exchange Telephone Company (ICO), or a Mobile Service Service Provider (MSP), or between two ALECs.

It is furnished on a per-minute basis. Trunks are differentiated by traffic type and directionality. There are two major traffic types: (1) Local and (2) Intermediary. Local represents traffic from the ALEC's POI to a BellSouth tandem or end office and intermediary represents traffic originated or terminated by an ALEC which is interconnected with an IC, ICO, MSP or another ALEC.

Rates and charges will be applied as indicated below.

State(s)	Alabama						Florida					
	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per
DS1 Local Channel	-	-	\$133.81 LC	\$866.87 LC - First	\$486.83 LC - Add'l	-	-	\$133.81 LC	\$866.87 LC - First	\$486.83 LC - Add'l	-	-
DS1 Dedicated Transport	-	-	\$23.50 per mile	\$80.00 fac term.	\$100.48 fac term.	-	-	\$16.75 per mile	\$59.75 fac term.	\$100.48 fac term.	-	-
DS1 Common Transport	\$0.00004 per mile	-	-	-	-	\$0.00004 per mile	-	-	-	-	-	-
Local Switching LSI (FGD)	\$0.00036 fac term.	-	-	-	-	\$0.00036 fac term.	-	-	-	-	-	-
Tandem Switching	\$0.00785 access mov.	-	-	-	-	\$0.00785 access mov.	-	-	-	-	-	-
Information Surcharge	\$0.00074 access mov.	-	-	-	-	\$0.00060 access mov.	-	-	-	-	-	-
Tandem Intermediary Charge**	\$0.00218 100 mov.	-	-	-	-	\$0.002 access mov.	-	-	-	-	-	-
Composite Rate-DS1 Dedicated	\$0.00978	-	-	-	-	\$0.01028	-	-	-	-	-	-
Composite Rate-DS1 Tandem Sw	\$0.00991	-	-	-	-	\$0.01098	-	-	-	-	-	-

State(s)	Georgia						Kentucky					
	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per
DS1 Local Channel	-	-	\$133.81 LC	\$866.87 LC - First	\$486.83 LC - Add'l	-	-	\$133.81 LC	\$866.87 LC - First	\$486.83 LC - Add'l	-	-
DS1 Dedicated Transport	-	-	\$23.50 per mile	\$80.00 fac term.	\$100.48 fac term.	-	-	\$23.50 per mile	\$80.00 fac term.	\$100.48 fac term.	-	-
DS1 Common Transport	\$0.00004 per mile	-	-	-	-	\$0.00004 per mile	-	-	-	-	-	-
Local Switching LSI (FGD)	\$0.00036 fac term.	-	-	-	-	\$0.00036 fac term.	-	-	-	-	-	-
Tandem Switching	\$0.00787 access mov.	-	-	-	-	\$0.00786 access mov.	-	-	-	-	-	-
Information Surcharge	\$0.00074 access mov.	-	-	-	-	\$0.00074 access mov.	-	-	-	-	-	-
Tandem Intermediary Charge**	\$0.00218 100 mov.	-	-	-	-	\$0.01448 Trans/100 mov.	-	-	-	-	-	-
Composite Rate-DS1 Dedicated	\$0.00978	-	-	-	-	\$0.00978	-	-	-	-	-	-
Composite Rate-DS1 Tandem Sw	\$0.00991	-	-	-	-	\$0.00991	-	-	-	-	-	-

*Rates are displayed at the DS1-1.544 Mbps level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth Telecommunications Inc.'s In-State Access Tariff.

**The Tandem Intermediary Charge applies only to Intermediary Traffic.

DS1 Local Channel: provides a DS1 dedicated transport facility between the ALEC's serving wire center and the ALEC's POI, and called an Entrance Facility. This element will apply when associated with services ordered by an ALEC which utilizes a BellSouth facility. This element is not required when an ALEC is connected to a BellSouth facility.

DS1 Dedicated Transport: provides transmission and facility termination. The facility termination applies for each DS1 interface channel terminated. Can be used from the ALEC's serving wire center to the end users end office or from the ALEC's serving wire center to the tandem.

Common Transport: Composed of Common Transport facilities as determined by BellSouth and permits the transmission of calls terminated by BellSouth.

Access Tandem Switching: provides function of switching traffic from or to the Access Tandem from or to the end office switches. The Access Tandem Switching charge is assessed on all terminating minutes of use switched at the access tandem.

Compensation Credit (CAP): BellSouth and the ALECs will not be required to compensate each other for more than 106% of the total billed local interconnection minutes of use of the party with the lower total billed local interconnection minutes of use in the same month.

Attachment B-1
Local Interconnection Service

Service: Local Interconnection* (Cont'd)

STATE	Louisiana						Mississippi					
	Per MOU	Applied Per	Monthly Recur	Applied Per	Non-Recur	Applied Per	Per MOU	Applied Per	Monthly Recur	Applied Per	Non-Recur	Applied Per
OS1 Local Channel	-	-	\$133.81 LC	\$668.87 LC - First	\$488.83 LC - Add'l	-	-	\$133.81 LC	\$668.87 LC - First	\$488.83 LC - Add'l	-	-
OS1 Dedicated Transport	-	-	\$18.75 per mile	\$38.75 fac term	\$100.48 fac term	-	-	\$23.50 per mile	\$80.00 fac term	\$100.48 fac term	-	-
OS1 Common Transport	\$0.00004 per mile	-	-	-	-	\$0.00004 per mile	-	-	-	-	-	-
Local Switching LS2 (FGD)	\$0.00036 fac term	-	-	-	-	\$0.00036 fac term	-	-	-	-	-	-
Tandem Switching	\$0.00688 access mov	-	-	-	-	\$0.00787 access mov	-	-	-	-	-	-
Information Surcharge	\$0.00060 access mov	-	-	-	-	\$0.00074 access mov	-	-	-	-	-	-
Tandem Intermediary Charge**	\$0.002 access mov	-	-	-	-	\$0.002 access mov	-	-	-	-	-	-
Composite Rate-OS1 Dedicated	\$0.01021						\$0.00878					
Composite Rate-OS1 Tandem Sw	\$0.01248						\$0.00981					

STATE	N Carolina						S Carolina					
	Per MOU	Applied Per	Monthly Recur	Applied Per	Non-Recur	Applied Per	Per MOU	Applied Per	Monthly Recur	Applied Per	Non-Recur	Applied Per
OS1 Local Channel	-	-	\$133.81 LC	\$668.87 LC - First	\$488.83 LC - Add'l	-	-	\$133.81 LC	\$668.87 LC - First	\$488.83 LC - Add'l	-	-
OS1 Dedicated Transport	-	-	\$23.50 per mile	\$80.00 fac term	\$100.48 fac term	-	-	\$23.50 per mile	\$80.00 fac term	\$100.48 fac term	-	-
OS1 Common Transport	\$0.00004 per mile	-	-	-	-	\$0.00004 per mile	-	-	-	-	-	-
Local Switching LS2 (FGD)	\$0.00036 fac term	-	-	-	-	\$0.00036 fac term	-	-	-	-	-	-
Tandem Switching	\$0.01140 access mov	-	-	-	-	\$0.01088 access mov	-	-	-	-	-	-
Information Surcharge	\$0.00074 access mov	-	-	-	-	\$0.00074 access mov	-	-	-	-	-	-
Tandem Intermediary Charge**	\$0.002 access mov	-	-	-	-	\$0.002 access mov	-	-	-	-	-	-
Composite Rate-OS1 Dedicated	\$0.01331						\$0.01223					
Composite Rate-OS1 Tandem Sw	\$0.01344						\$0.01338					

STATE	Tennessee					
	Per MOU	Applied Per	Monthly Recur	Applied Per	Non-Recur	Applied Per
OS1 Local Channel	-	-	\$133.81 LC	\$668.87 LC - First	\$488.83 LC - Add'l	-
OS1 Dedicated Transport	-	-	\$23.50 per mile	\$80.00 fac term	\$100.48 fac term	-
OS1 Common Transport	\$0.00004 per mile	-	-	-	-	-
Local Switching LS2 (FGD)	\$0.00036 fac term	-	-	-	-	-
Tandem Switching	\$0.01750 access mov	-	-	-	-	-
Information Surcharge	\$0.00074 access mov	-	-	-	-	-
Tandem Intermediary Charge**	\$0.002 access mov	-	-	-	-	-
Composite Rate-OS1 Dedicated	\$0.01841					
Composite Rate-OS1 Tandem Sw	\$0.01954					

* Rates are displayed at the OS1-1 544 Mbps level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth's interconnection agreement.

** The Tandem Intermediary Charge applies only to intermediary traffic.

OS1 Local Channel: Denotes a OS1 dedicated transport facility between the ALEC's serving wire center and the ALEC's POI site called an Entrance Facility. The entrance facility will apply when associated with services ordered by an ALEC which utilize a BellSouth facilities. This element is not required when an ALEC is co-located.

OS1 Dedicated Transport: Provides transmission and facility termination. The facility termination applies for each OS1 Interoffice Channel terminated. Can be used from the ALEC's serving wire center to the end users and office or from the ALEC's serving wire center to the tandem.

Common Transport: Composed of Common Transport facilities as determined by BellSouth and permits the transmission of calls terminated by BellSouth.

Access Tandem Switching: Provides function of switching traffic from or to the Access Tandem from or to the end office switches. The Access Tandem Switching charge is assessed on all terminating minutes of use switched at the access tandem.

Compensation Credit (CAP): BellSouth and the ALECs will not be required to compensate each other for more than 100% of the total billed local interconnection minutes of use of the party with the lower total billed local interconnection minutes of use in the same month.

Attachment B-1A

Feature Group Interconnection Compensation (FGIC)

Compensation for FGIC traffic will be based on percentages of the sum of all switched access elements as reflected in BellSouth's intrastate access tariff.

In the event that a state commission or the FCC modifies the current switched access rate structures, or redirects the allocation of cost recovery between rate elements under the current structure, the Parties will renegotiate the percentage of the revenues to be received by the end office party so that the tandem party receives the same net per minute compensation as it did prior to the rate structure modification.

For intrastate FGIC Traffic the percentage of switched access service revenue is:

STATE	LEC B End Office Company	LEC A Tandem Office Company
Alabama	88%	12%
Florida	77%	23%
Georgia	67%	33%
Kentucky	73%	27%
Louisiana	80%	20%
Mississippi	72%	28%
North Carolina	77%	23%
South Carolina	75%	25%
Tennessee	80%	20%

For interstate FGIC traffic the percentage for LEC B is 70% and for LEC A, 30%

Attachment B-2

Local Interconnection Service

Service: Toll Switched Access

Description: Provides the Switched Local Channel, Switched Transport, Access Tandem Switching, local end office switching and end user termination functions necessary to complete the transmission of ALEC intrastate and interstate calls from outside the BellSouth's basic local calling area.

Provided in the terminating direction only. Provides trunk side access to a BellSouth tandem/end office for the ALEC's use in terminating long distance communications from the ALEC to BellSouth end users.

Provided at BellSouth tandem/end office as trunk side terminating switching through the use of tandem/end office trunk equipment. The switch trunk equipment may be provided with wink start-pulsing signals and answer and disconnect supervisory signaling, or without signaling when out of band signaling is provided.

Provided with multifrequency address or out of band signaling. Ten digits of the called party number, as appropriate, will be provided by the ALEC's equipment to a BellSouth tandem/end office.

State(s): All

Rates, Terms and Conditions:

In all states, rates, terms and conditions will be applied as set forth in Section E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariffs and in Section 6 of the BellSouth Telecommunication's, Inc. Interstate Access Tariff, F.C.C. No. 1.

negligence or willful misconduct by the indemnifying party or its agents or contractors in connection with the indemnifying party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnified party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demands for which the other party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying party has unreasonably failed to assume such defense.

VIII. LIMITATION OF LIABILITY

Neither party shall be liable to the other party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

IX. MISCELLANEOUS

9.01. It is understood and agreed to by the parties that BST may provide similar services to other companies.

9.02. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.

9.03. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

9.04. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

9.05. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

9.06. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

9.07. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by
their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____
Title: _____
Date: _____
Address: _____

THE LOCAL EXCHANGE COMPANY

By: _____
Title: _____
Date: _____
Address: _____

Attachment C-6

Unbundled Products and Services and New Services

Service: Line Information Database Access Service (LIDB) - Validation

Description: Provides a customer the ability to receive validation of billing information through query of data stored in BellSouth's LIDB data base. See below for additional information.

State(s): All

Rate Elements	Description	Monthly	Non-Recurring
LIDB Common Transport	Provides for transport of the customer's query from the LIDB Location (RSTP) to the data base (SCP). This charge will apply each time the customer requests and receives validation of a BellSouth calling card or requests and receives the status of a billed number associated with a LEC line stored in the BellSouth LIDB	\$0.00030	-
LIDB Validation	Provides for query of data resident in BellSouth's LIDB. This rate will apply each time a customer requests and receives validation of LEC calling card or requests and receives the status of a billed number associated with a LEC line stored in BellSouth's LIDB. As set forth in Attachment C-5 (LIDB Storage Agreement), preceding, each time an ALEC data is used, BellSouth will compensate that ALEC at a rate of 40% of BellSouth's LIDB Validation rate per query	\$0.03800	-
Originating Point Code Establishment or Change	Provides for the establishment or change of a customer requested Originating Point Code. This charge will apply each time the customer establishes or changes a point code destination identifying one of his locations or a location of one of his end users.	-	\$91.00
CCS7 Signaling Connections	Rates, terms and conditions for CCS7 Signaling Connections are as set forth in Section E6.8 of BellSouth Telecommunication's Inc.'s Intrastate Access Services Tariff.		

Attachment C-7

Unbundled Products and Services and New Services

Service: Signaling

Description: Provides for connection to and utilization of BellSouth's Signaling System 7 network for both call setup and non-call setup purposes.

State(s): All

Rate Elements	Monthly Rate	Recurring Rate	Non-Recurring	Applied Per
CCS7 Signaling Connection - Provides a two-way digital 56 Kbps dedicated facility connecting a customer's signaling point of interface in a LATA to a BellSouth STP. Each customer's connection requires either a pair or a quad of signaling connections.	\$155.00	-	\$510.00	56 Kbps facility
CCS7 Signaling Termination - Provides a customer dedicated point of interface at the BellSouth STP for each of the customer's SS7 connections.	\$355.00	-	-	STP Port
CCS7 Signaling Usage* - Refers to the messages traversing the BellSouth signaling network for call set-up and non call set-up purposes.	-	\$0.000023 \$0.000050	-	Call Set Up Msg TCAP Msg
CCS7 Signaling Usage Surrogate*	\$395.00	-	-	56 Kbps facility
*Where signaling usage measurement and billing capability exists, CCS7 Signaling Usage will be billed on a per message basis. Where measurement capability does not exist, CCS7 Signaling Usage Surrogate will be billed on a per 56 Kbps facility basis.				

Attachment C-8

Unbundled Products and Services and New Services

Service: Operator Call Processing Access Service

Description: Provides Operator and Automated call handling. This includes processing and verification of alternate billing information for collect, calling card, and billing to a third number. Operator Call Processing Access Service also provides customized call branding; dialing instructions; and other operator assistance the customer may desire.

Rate Elements	State(s)	Monthly Recurring	Applied Per
Operator Provided Call Handling	All	\$1.17	Per Work Minute
Call Completion Access Termination Charge This charge will be applicable per call attempt and is in addition to the Operator Provided Call handling charge listed above	Alabama	\$0.06	Per Call Attempt
	Florida	\$0.06	Per Call Attempt
	Georgia	\$0.06	Per Call Attempt
	Kentucky	\$0.06	Per Call Attempt
	Louisiana	\$0.06	Per Call Attempt
	Mississippi	\$0.06	Per Call Attempt
	N Carolina	\$0.08	Per Call Attempt
	S Carolina	\$0.08	Per Call Attempt
	Tennessee	\$0.12	Per Call Attempt
Fully Automated Call Handling	All	\$0.15	Per Attempt
Operator Services Transport Operator Services transport rates, terms and conditions are as set forth in E5 of BellSouth Telecommunications, Inc.'s Intrastate Access Service Tariff.			

Attachment C-9

Unbundled Products and Services and New Services

Service: Directory Assistance Access Service (Number Services)

Description: See below

Rate Elements	Description	State(s)	Monthly Rate
Directory Assistance Call Completion Access Service	Optional service provided to an Access subscriber of BellSouth's DA Access Service. Given a listed telephone number at the request of an Access subscriber and user, BellSouth will provide or attempt to provide from the DA Operator System, call completion to the number requested. All local and interstate call completion attempts are routed over an intertoll trunk facility directly to the terminating end office that serves the designated number. An Automatic Message Account (AMA) record that includes conversation time, originating, terminating, and billing number details is made for each call completion attempt. This record is in addition to the record made for the DA transaction.	All	\$0.25 <small>(per call attempt)</small>
Call Completion Access Termination Charge	This charge will be applicable per call attempt and is in addition to the DACC Access Service charge listed above.	Alabama Florida Georgia Kentucky Louisiana Mississippi N. Carolina S. Carolina Tennessee	\$0.06 \$0.06 \$0.06 \$0.06 \$0.06 \$0.06 \$0.06 \$0.06 \$0.12
Number Services Intercept Access Service	Number Services Intercept Access refers calls from disconnected numbers to the proper number or numbers. A separate dedicated intercept trunk facility to the Number Services switch for intercept calls is required. Standard trunk signaling is used to send the intercepted number to the Number Services switch and a database hook-up is performed to retrieve the referral number. The referral number is provided to the calling party by a mechanized audio announcement. The subscribing Access customer must provide the updates to the intercept database to support the service.	All	\$0.30 <small>per intercept query</small>
Directory Assistance Service Call	Rates, terms and conditions will be applied as set forth in E9 1.7 for Georgia and as set forth in E9 5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunications Inc.'s Intra-state Access Service Tariff.		
Directory Transport	Rates, terms and conditions will be applied as set forth in E9 1.7 for Georgia and as set forth in E9 5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunications Inc.'s Intra-state Access Service Tariff.		
Directory Assistance Interconnection	Rates, terms and conditions will be applied as set forth in E9 1.7 for Georgia and as set forth in E9 5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunications Inc.'s Intra-state Access Service Tariff.		
Directory Assistance Database Service	Rates, terms and conditions will be applied as set forth in A38 1 of BellSouth Telecommunications Inc.'s General Subscriber Service Tariff.		
Direct Access to DA Service	Rates, terms and conditions will be applied as set forth in Section 9.3 of BellSouth Telecommunications Inc.'s Interstate Access Service Tariff P.C. 0. No.		

Attachment C-10

Unbundled Products and Services and New Services

Service: Busy Line Verification and Emergency Interrupt

Description: BellSouth will provide Inward Operator Service for Busy Line Verification and Verification and Emergency Interrupt.

State(s): All

Rates, Terms and Conditions: In all states, rates, terms and conditions will be applied as set forth in Section E18 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff.

Attachment C-11

Unbundled Products and Services and New Services

Service: Centralized Message Distribution System - Hosting (CMDS-Hosting)

Description: CMDS-Hosting is the Bellcore administered national system used to exchange Exchange Message Record (EMR) formatted message data among host companies.

All intraLATA and local messages originated and billed in the BellSouth Region involving BellSouth CMDS hosted companies will be processed through the Non-Send Paid Report System described in Attachment C-12 following.

State(s): All

Rate Elements	Description	Monthly
Message Distribution	Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate. This charge is applied on a per message basis.	\$0.004
Data Transmission	This charge is applied on a per message basis.	\$0.001

Attachment C-12

Unbundled Products and Services and New Services

Service: Non-Sent Paid Report System (NSPRS)

Description: NSPRS includes: 1) a mechanized report system that provides to the BellSouth CMDS hosted companies within the BellSouth Region information regarding Non-Sent Paid message and revenue occurring on calls originated and billed within the BellSouth region; 2) distribution of Bellcore produced Credit Card and Third Number System (CATS) reports and administration of associated elements; 3) distribution of Bellcore produced non-conterminous CATS reports and administration of associated settlements.

State(s): All

Rate Elements	Billing and Collections Fee Retained by Billing Co.	Applied Per
NSPRS - intrastate FL and NC	\$0.066	message
NSPRS - intrastate all other BellSouth states	\$0.05	message
NSPRS - CATS	\$0.05	message
NSPRS - non-conterminous	\$0.16	message

Contract Provisions for RAO Hosting and NSPRS

SECTION 1 SCOPE OF AGREEMENT

- 1.01 This Agreement shall apply to the services of Revenue Accounting Office (RAO) Hosting and the Non-Sent Paid Report System (NSPRS) as provided by BellSouth to the ALEC. The terms and conditions for the provisions of these services are outlined in the Exhibits to this Agreement.

SECTION 2. DEFINITIONS

- 2.01 A. Centralized Message Distribution System is the BellCore administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Record (EMR) formatted data among host companies.
- B. Compensation is the amount of money due from BellSouth to the ALEC or from the ALEC to BellSouth for services and/or facilities provided under this Agreement.
- C. Exchange Message Record is the nationally administered standard format for the exchange of data among Exchange Carriers within the telecommunications industry.
- D. Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls. ICS within the BellSouth region includes third number, credit card and collect calls.
- E. Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.
- F. Non-Sent Paid Report System (NSPRS) is the system that calculates ICS amounts due from one company to another in the state of Florida.

- G. Revolving Accounting Office (RAO) Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

SECTION 3. RESPONSIBILITIES OF THE PARTIES

- 3.01 RAO Hosting and NSPRS services provided to the ALEC by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 3.02 The ALEC shall furnish all relevant information required by BellSouth for the provision of RAO Hosting and NSPRS.

SECTION 4. COMPENSATION ARRANGEMENTS

- 4.01 Applicable compensation amounts will be billed by BellSouth to the ALEC on a monthly basis in arrears. Amounts due from one party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

SECTION 5. ASSOCIATED EXHIBITS

- 5.01 Listed below are the exhibits associated with this Agreement.

Exhibit A Message Distribution Service (RAO Hosting)

Exhibit B Intercompany Settlements (NSPRS)

- 5.02 From time to time by written agreement of the parties, new Exhibits may be substituted for the attached Exhibits, superseding and canceling the Exhibits then in effect.

SECTION 6. TERM OF AGREEMENT

6.01 This agreement is effective _____ and will continue in force until terminated, with or without cause, by thirty (30) days prior notice in writing from either party to the other. This Agreement may be amended from time to time upon written agreement of the parties.

Executed this _____ day of _____, 1998.

WITNESS:

THE ALEC

(b6)

WITNESS:

BELLSOUTH TELECOMMUNICATIONS, INC

(b6)

SECTION 1. SCOPE OF EXHIBIT

- 1.01 This exhibit specifies the terms and conditions, including compensation, under which BellSouth shall provide message distribution service to the ALEC. As described herein, message distribution service includes the following:
- 1) Message Forwarding to Intra-region LEC/ALEC - function of receiving an ALEC message and forwarding the message to another LEC/ALEC in the BellSouth region.
 - 2) Message Forwarding to CMDS - function of receiving an ALEC message and forwarding that message on to CMDS.
 - 3) Message Forwarding from CMDS - function of receiving a message from CMDS and forwarding that message to the ALEC.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.01 An ALEC that is CMDS hosted by BellSouth must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from the ALEC to BellSouth at least six (6) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the parties with consideration given to time necessary for the completion of required BellCore functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently BellCore, on behalf of the ALEC and will coordinate all associated conversion activities.
- 2.02 BellSouth will receive messages from the ALEC that are to be processed by BellSouth, another LEC/ALEC in the BellSouth region or a LEC outside the BellSouth region.
- 2.03 BellSouth will perform invoice sequence checking, standard EMR format editing, and balancing of message data with the EMR trailer record counts on all data received from the ALEC.
- 2.04 All data received from the ALEC that is to be processed or billed by another LEC/ALEC within the BellSouth region will be distributed to that LEC/ALEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC/ALEC.

- 2.05 All data received from the ALEC that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently BellCore).
- 2.06 BellSouth will receive messages from the CMDS network that are destined to be processed by the ALEC and will forward them to the ALEC on a daily basis.
- 2.07 Transmission of message data between BellSouth and the ALEC will be via electronic data transmission.
- 2.08 All messages and related data exchanged between BellSouth and the ALEC will be formatted in accordance with accepted industry standards for EMR formatted records and packed between appropriate EMR header and trailer records, also in accordance with accepted industry standards.
- 2.09 The ALEC will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 2.10 Should it become necessary for the ALEC to send data to BellSouth more than sixty (60) days past the message date(s), that ALEC will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and the ALEC to notify all affected parties.
- 2.11 In the event that data to be exchanged between the two parties should become lost or destroyed, both parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible party (BellSouth or the ALEC) identified and agreed to, the company responsible for creating the data (BellSouth or the ALEC) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible party will be liable to the other party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible party to the other party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the parties.

- 2.12 Should an error be detected by the EMR format edits performed by BellSouth on data received from the ALEC, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify the ALEC of the error condition. The ALEC will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, the ALEC will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 2.13 In association with message distribution service, BellSouth will provide the ALEC with associated intercompany settlements reports (national and regional) as appropriate.
- 2.14 In no case shall either party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

SECTION 3. COMPENSATION

- 3.01 For message distribution service provided by BellSouth for the ALEC, BellSouth shall receive the following as compensation:

Rate Per Message	\$0.004
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- 3.02 For data transmission associated with message distribution service, BellSouth shall receive the following as compensation:

Rate Per Message	\$0.001
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- 3.03 Data circuits (private line or dial-up) will be required between BellSouth and the ALEC for the purpose of data transmission. Where a dedicated line is required, the ALEC will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. The ALEC will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to the ALEC. Additionally, all message toll charges associated with the use of the dial circuit by the ALEC will be the responsibility of the ALEC. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties.
- 3.04 All equipment, including modems and software, that is required on the ALEC end for the purpose of data transmission will be the responsibility of the ALEC.

SECTION 1. SCOPE OF EXHIBIT

- 1.01 This Exhibit specifies the terms and conditions, including compensation, under which BellSouth and the ALEC will compensate each other for Intercompany Settlements (ICS) messages.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.01 BellSouth will remit to the ALEC the revenue, less a billing charge, for IntraLATA ICS messages, Local ICS messages, and charges for other services when related messages and/or services are provided by the ALEC and billed to:
- 1) a BellSouth customer,
 - 2) another company within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIID and 891 messages),
 - 3) another company within the contiguous United States that utilizes CMDS directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS) administered by BellCore,
 - 4) another company utilizing the non-contiguous RAO codes associated with AT&T's Transport and Tracking Intercompany System settlements with BellSouth.
- 2.02 These other services include, but are not limited to:
- 1) Maritime Mobile Radiotelephone Services radio link charges as set forth in the FCC's Maritime Mobile Radiotelephone Services tariff.
 - 2) Aviation Radiotelephone Service radio link charges as set forth in the FCC's Aviation Radiotelephone Service tariff.
 - 3) Public Land Mobile Radiotelephone Transient-Unit Non-Toll Service charges as approved by the authorized state regulatory commission (or municipal regulatory authority).

- 4) Non-Toll Service Charges billed to a calling card or to a third number as filed with and approved by the authorized state regulatory commission (or municipal regulatory authority).
 - 5) Directory Assistance Call Charges to a calling card or to a third number as approved by the authorized regulatory commission.
- 2.03 The ALEC will bill, collect and remit to BellSouth the charges for intraLATA and/or local ICS messages and other services as described above where such messages and/or services are provided by:
- 1) BellSouth.
 - 2) another company within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIID and 891 messages).
 - 3) another company within the conterminous United States that utilizes CMDS directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS).
- 2.04 For ICS revenues involving the ALEC and other non-BellSouth LECs/ALECs within the state, BellSouth will provide the ALEC with monthly reports summarizing the ICS revenues for messages that originated with the ALEC and were billed by each of the other Florida LECs/ALECs and those messages that originated with each of the other Florida LECs/ALECs and were billed by the ALEC.

SECTION 3. COMPENSATION

3.01 The following compensation shall be retained by the billing company for the billing of ICS messages and services:

	<u>Rate Per message</u>
1) Calls originated and billed in Florida or originated and billed in North Carolina	\$0.655
Calls originated in any of the states within BellSouth region and billed in that same state	\$0.05
2) Calls originated in a state within BellSouth's region and billed in another state or originated in another state and billed in a state within BellSouth's region	\$0.05
3) Calls originated in a state within BellSouth's region and billed outside the conterminous United States	\$0.16

Attachment C-13

Unbundled Products and Services and New Services

Service: Virtual Collocation

Description: Virtual Expanded Interconnection Service (VEIS) provides for location interconnection in collocator-provided/BellSouth leased fiber optic facilities to BellSouth's switched and special access services, and local interconnection facilities.

State(s): All

Rates, Terms and Conditions: In all states, the rates, terms and conditions will be applied as set forth in Section 20 of BellSouth Telecommunication's Inc.'s Interstate Access Service Tariff, F.C.C. No. 1.

Service: Physical Collocation

Description: Per FCC - (10/19/92 FCC Order, para 39)
Physical Collocation is whereby "the interconnection party pays for LEC central office space in which to locate the equipment necessary to terminate its transmission links, and has physical access to the LEC central office to install, maintain, and repair this equipment."

State(s): All

Rates, Terms and Conditions: Rates as attached

BellSouth Telecommunications
Reference Handbook
for
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Preface

This handbook describes BellSouth's Co-location offerings and contains general guidelines for ordering, provisioning and maintenance of these offerings. By design, this document does not contain detailed descriptions of network interface qualities, network capabilities, local interconnection or product service offerings. This document does not represent a binding agreement in whole or in part between BellSouth and subscribers of BellSouth's Co-location services.

Based on the nature of your business, you will find a list of contacts included for your convenience in discussing the above items.

Introduction

BellSouth offers Virtual Expanded Interconnection from the FCC #1 tariff and from the Florida State Access E tariff. In addition, BellSouth will negotiate Physical Co-location on a first come, first serve basis, dependent on space availability.

Service Description

Virtual Expanded Interconnection Service (VEIS)

VEIS provides for the placement of co-locator-owned facilities and equipment into BellSouth Central Offices and the interconnection of this equipment to BellSouth Switched and Special Access. With VEIS, the co-locator provides fiber optic cable up to a designated interconnection point outside the Central Office, such as a manhole. The co-locator will provide the entrance fiber between the interconnection point and the co-location arrangement. BellSouth will lease the entrance fiber as well as the equipment placed by the co-locator for the nominal fee of one dollar. The co-locator is responsible for monitoring their equipment. BellSouth will perform all maintenance and repair on co-locator equipment once notified by the co-locator that such work is necessary. For additional information regarding BellSouth's Virtual Expanded Interconnection Service, please reference section 20 of BellSouth's FCC #1 tariff or section 20 of BellSouth's Florida Dedicated Access Tariff.

Physical Co-location

By definition, Physical Co-location goes beyond the arrangement described above by allowing leased Central Office space for either (a) Expanded Interconnection, (EIS), for private entrance facilities and equipment owned by third parties interconnected to BellSouth's tariffed services, or (b) Service Interconnection, (SI), for equipment owned by third parties interconnected to BellSouth tariff services without private entrance facilities.

Unlike VEIS, the equipment placed as part of a Physical Co-location arrangement will be placed in separated floor space with common fire wall protection and will be fully owned, maintained, and repaired by the co-locator or their approved agent. The equipment complement may include transmission equipment, switching equipment, routers, PC's and modem pools. As with VEIS, all equipment placed as part of a co-location arrangement must meet NEBS standards. A steel gauge cage may be purchased from BellSouth to house the equipment arrangement at the request of the co-locator.

Physical co-location offers a menu-style ordering provision so you may select only the items required for your individual arrangement(s). Some components are required for all arrangements and will be marked by an (R) next to the item in the section following.

Components

Application fee (R)

The application fee is required for all co-locators to cover the engineering and administrative expense associated with your application inquiry. This fee is a one time charge per request, per C O for each new VEIS / EIS / IS service request. No application fee is required for amendments or supplements to service requests in progress. A subsequent request by the same customer in the same C O would be treated as "new" if the initial VEIS / EIS / IS request had completed and was in service. The Application fee is payable in full before any engineering functions will be performed.

Floor Space (R)

This component covers the footprint in square footage for the equipment rack(s) in your arrangement when no cage is present, or will include the enclosure square footage when a cage is utilized. The charge also includes lighting, heat, air conditioning, ventilation and other allocated expenses associated with the central office building. This element does not include the amperage required to power the co-located equipment.

Power (R)

The amps required to power the co-located equipment will be charged per ampere based on equipment manufacturers specifications.

Cross-connect (R)

This element provides the one-for-one interconnection to BellSouth's tariffed Switched and Special Access service offerings (i.e. DS0, DS1 or DS3 services) or Unbundled service elements (voice grade 2-wire or 4-wire unbundled loop, port). It is a flat rate, non-distance sensitive charge and will be applied on a per circuit order basis.

Cable Installation

The cable installation charge applies only to co-locators who wish to provide private entrance facilities to their co-located equipment. This is a one time (non-recurring) charge per cable, per installation to punch through to the manhole, pull fiber cable length from the serving manhole to the Central Office cable vault, perform splicing to co-locator provided fire retardant ruser, and pull cable length through cable support structure to the co-location arrangement location.

Cable Support Structure

The component covers the use and maintenance of the Central Office duct, ruser and overhead racking structure when the co-locator has elected to provide private entrance to their equipment. This is a nominal monthly recurring charge.

Components (cont.)

Space Preparation fee

This one time fee per arrangement, per location covers preliminary survey, design, engineering and preparation for space for physical co-location arrangements. This charge may vary dependent on the location and the type of arrangement requested. The Space preparation charge is payable in full before construction or installation begins.

Space construction fee

This element applies to physical co-location arrangements only and will vary based on the type of arrangement requested. The fee covers the materials and installation of optional steel gauge caging, floor treatment, space security installation and other incremental materials cost charged on a per square foot basis.

POT bay

BellSouth requires the use of a Point of Termination Bay (POT bay) for demarcation with physical co-location. The co-locator may elect to provide their own POT bay, or may purchase the functionality from BellSouth on a per cross-connect basis for an additional incremental charge.

Security Escort (R)

A security escort will be required for all equipment inspections under VEIS and for maintenance, repair or provisioning visits by a co-locator or their agent under physical co-location for some central offices based on office configuration. The charge is based on half hour increments.

General Terms and Conditions

Application for service

The application for co-location is a two-phased process consisting of the Application Inquiry and the Firm Order. Both phases use BellSouth's form BSTEI. Consequently, prior to negotiations for equipment placement, the BSTEI inquiry document must be submitted for review and planning by the Central Office equipment engineers, space planners and facility planners. Based on the feedback from these sources, BellSouth will respond to the application in writing.

Following the co-locator's review of BellSouth's response, a Firm Order must be submitted for each location for which the co-locator wishes to proceed. Provided no specification changes are required by co-locator, the Firm Order may be submitted on the same BSTEI used during the Inquiry phase. A detailed equipment drawing must accompany your Firm Order Request.

Assignment of space

BellSouth will assign space for co-location based on space availability and on a first come, first serve basis. For physical co-location, a customer may opt for a cage enclosure which will be offered in 100 square foot increments based on space availability within the area designated for physical co-location.

A co-locator requesting more than one 100 square foot cage module will be offered contiguous space where available. Where contiguous space is unavailable, the co-locator may elect the construction of two separate enclosures and may interconnect its arrangements one to another. BellSouth will not allow the interconnection of one co-locator's equipment to another co-locator's equipment except where required by regulatory policy.

If BellSouth determines there is insufficient space within a central office to accommodate physical co-location, BellSouth will provide Virtual Expanded Interconnection in accordance with existing regulatory requirements.

Insurance

BellSouth will require \$25 million in comprehensive general liability insurance and workers compensation coverage/employers liability coverage with limits not less than \$100,000 each accident, \$100,000 each employee by disease, \$500,000 policy limit by disease. BellSouth will review requests for self insurance on a case by case basis. BellSouth may not consent to an interconnector's assumption of the entire \$25 million of liability in lieu of general coverage.

Insurance coverage must be in effect on or before the date of occupancy (equipment delivery) and must remain in effect until departure of all co-locator personnel and property from the central office.

General Terms and Conditions (cont.)

Pricing structure

BellSouth will establish a pricing plan which meets the specifications of the 1996 Legislative Act. The plan will offer zone based pricing for recurring charges (i.e. floor space, power, etc) and location based pricing for most non recurring charges (i.e. space preparation, space construction)

Equipment installation

The co-locator must select an equipment installation vendor who has achieved BellSouth Certified Vendor status to perform all engineering and installation work associated with the equipment co-location arrangement. This ensures BellSouth's standards for safety and quality will be met. A list of certified vendors is contained in the Appendix of this document.

The Certified Vendor is responsible for installing the co-location equipment and components, performing operational tests after the equipment installation is completed, and notifying the local BellSouth Equipment Engineer and the Co-locator upon successful completion of the installation and acceptance testing. Arrangements must be made such that the Co-locator is billed directly by the Certified Vendor for activities associated with the arrangement installation.

A co-locator is responsible for the placement and monitoring of their own remote environmental and equipment alarms. BellSouth will place environmental alarms in co-location areas for its own use and protection. Upon request, BellSouth will provide remote monitoring circuits at the tariff rate for the service requested.

BellSouth will not allow the interconnection of one co-locator's equipment arrangement to another co-locator's equipment arrangement except where required by regulatory policy.

Inspections

BellSouth will conduct an inspection of the co-locator's equipment and facilities between the time of the initial turn-over of the space and the activation of cross-connect elements. Subsequent inspections may occur with equipment additions or on a predetermined interval basis. For such inspections, BellSouth will provide a minimum of 48 hours advance notification.

The right for BellSouth to conduct inspections without prior notification is essential to BellSouth's ability to enforce the terms and conditions of the tariff or agreement, insure the compliance with local regulations and insure the compliance with environmental and safety standards. Co-locator personnel have the right to be present for inspections.

A co-locator may inspect their virtual co-location arrangement upon completion of the arrangement installation free of charge. Any additional inspections must be coordinated with BellSouth and will require a security escort fee.

General Terms and Conditions (cont.)

Ordering Interconnected service

A co-locator may interconnect to special and switched access services from BellSouth's FCC #1 at the DS3, DS1 and equivalent DS0 level. Interconnection is also available to Unbundled loops and ports from the State Access E tariff / State Dedicated Services E tariff. Please ask your BellSouth contact for state specific information.

Services to be interconnected to a co-location arrangement must be submitted on Access Service Request (ASR) forms using industry standards and code sets for accurate and complete requests. For information regarding the ASR ordering process and field definitions, please reference the Access Ordering Guide, BellCore's Special Reports SR STS-471001 and 471004.

Assignment of facilities

When a customer orders a service which interfaces at an end customer location at the same level as the cross-connect purchased, BellSouth will assign facilities within its network and provide the interconnection information on the Design Layout Record (DLR). When a customer orders cross-connects at a higher interface level than the service purchased for the end customer, the ordering customer must provide BellSouth with the circuit facility assignment.

Access to BellSouth Central Offices

Only BellSouth employees, BellSouth certified vendors, Co-locator employees and their authorized agents are permitted in BellSouth Central office buildings. All co-locators are required to provide their employees and authorized agents a picture identification which must be visible at all times while inside a BellSouth facility. Manned offices will afford 24 x 7 access without prior arrangements. Unmanned offices may require prior arrangement for the dispatch of a BellSouth employee or security escort for entrance.

Conversion of Virtual to Physical Co-location

Co-locators who have existing VEIS arrangements may convert these arrangements to physical co-location provided the terms and conditions for physical co-location are met. The co-locator will be responsible for the payment of BellSouth fees associated with physical co-location as well as vendor costs for relocation of equipment.

Negotiation Contacts

For ALEC initial contact:

<u>Contact Name</u>		<u>Telephone</u>
Bob Scheye	(overall fact finding)	404 420-8327
Jerry Latham		205 977-2213

For all IXC, CAP, and subsequent ALEC contacts:

<u>Contact Name</u>	<u>Telephone</u>	<u>Pager Number</u>	<u>Fax Number</u>
Rich Dender	205 977-5966	1-800-729-1371	205 977-0037
Bill French	205 977-0535	1-800-729-1372	-
Rick Ratliff	205 977-7489	1-800-729-1383	-
Pinky Reichert	205 977-1755	1-800-729-1384	-
Nancy Nelson *	205 977-1136	1-800-729-1380	205 977-0037

*Co-location Coordination Center Manager

For: * BBS End User Customers * Enhanced Service Providers
* Third Party Agents * Other Solutions Providers

<u>Contact Name</u>	<u>Telephone</u>	<u>Fax Number</u>
Tony Saberre	205 985-6195	205 985-1900

BellSouth Physical Collocation
BellSouth Certified Vendor List
For Engineering and Installation of Co-location Arrangements

<u>Company Name</u>	<u>Contact Name</u>		<u>Telephone</u>
ADC Communications	Ken Reeves		800 223-9773
	Doug Guidry		318 684-2860
Alcatel	Ed Boatwright	FL	404 270-8335
	Alex Baber	FL	800 869-4869
E F & I Services Co	Reed Tillis		904 355-7930
Lucent Technologies, Inc	Jerry Jones	KY	502 429-1346
	Mike Harrington	MS	601 544-7530
	George Ferguson	MS	601 949-8275
	James McGarity	GA	404 573-4120
	Janet Hallford	GA	404 573-6945
	Charlotte office	NC	704 596-0092
	Charlotte office	NC	704 598-0750
	Other areas	NC	910 299-0326
	Adnan Dye	SC	803 926-5213
	Alabama office	AL	205 265-1291
Mintel	Richard Becht		800 875-6468
			404 923-0304
North Supply / DA TEL FiberNet, Inc	Terry Fowler		800 755-0565
	Doug Sykes		205 942-4411
Quality Telecommunications, Inc	Jerry Miller		770 953-1410
Rapid Response Communications	Ted Pellaux		615 546-2886
Six "R" Communications, Inc (<u>NC and SC only</u>)	Ken Koontz		704 535-7607
	Dick Phillips		704 289-5522
Tele-Tech Company	Karl Bush	KY	606 275-7505
	Bob Burch		606 275-7502
W E Tech, Inc	Wes Evans		305 587-6996

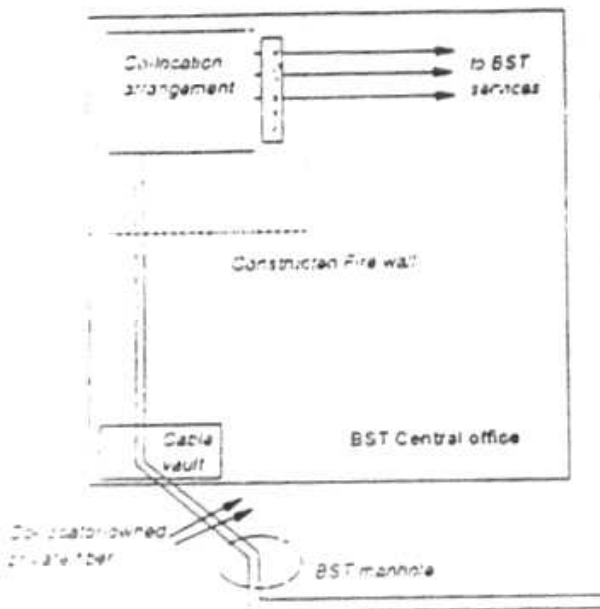
**Central Office Exemptions
(through September 1994)***

<u>State</u>	<u>City</u>	<u>Central Office</u>	<u>CLLI</u>
Alabama	Birmingham	Five Points South Main and Toll Riverchase	BRHMALFS BRHMALMT BRHMALRC
	Huntsville	Redstone Arsenal	HNVLALMA
Florida	Chipley	Jackson	CHPLFLJA
	Gainesville	Main	GSVLFLMA
	Jacksonville	Mandarin Avenues	MNDRFLAV
		San Jose	JCVLFLSJ
		South Point (JT Butler)	JCVLFLJT
	Jupiter	Main	JPTRFLMA
	Lake Mary	Main (Heathrow)	LKMRFLMA
	Lynn Haven	Ohio Avenue	LYHNFLOH
	North Dade	Golden Glades	NDADFLGG
	Pensacola	Ferry Pass	PNSCFLFP
West Palm Beach	Gardens	WPBHFLGR	
	Royal Palm	WPBHFLRP	
Georgia	Austell	Main	ASTLGAMA
	Tucker	Main	TUKRGAMA
Kentucky	Louisville	Armory Place	LSVLKYAP
		Bardstown Toad	LSVLKYBR
		Westport Road	LSVLKYWE
Paducah	Main	PDCHKYMA	
North Carolina	Charlotte	Reid Road	CHRLNCRE
		Research Drive (Univ.)	CHRLNCUN
	Greensboro Pembroke	Airport Central	GNBONCAP PMBRNCEE
South Carolina	Columbia	Senate Street	CLMASCSN
	Greenville	Woodruff Road	GNVLSOWR
Tennessee	Memphis	Main	MMPHTNMA
		Midtown	MMPHTNMT
		Southside	MMPHTNST

* BellSouth ceased qualifying C.O.'s September 1994 due to elimination of physical offering

Physical Co-location: Expanded Interconnection

With Expanded Interconnection, the co-locator is "expanding" their private network to interconnect with BellSouth's network. Therefore, private fiber is placed to the central office and pulled through to the co-location arrangement. The co-locator places their equipment in leased floor space and purchases cross-connects to BellSouth's transport services.



Elements

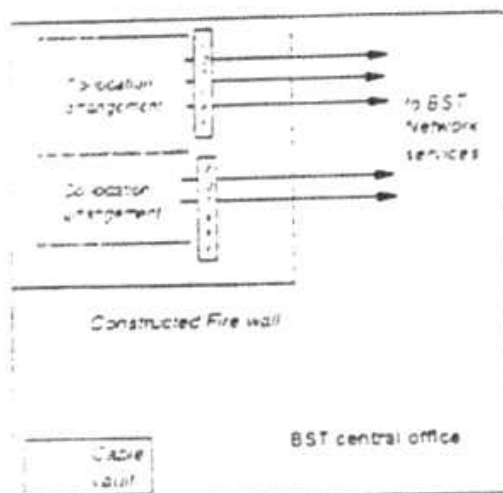
Rate elements

Application fee	NAC
Space preparation fee	NAC
Space construction fee*	NAC
Cable installation fee	NAC
Cable support structure	RC
Floor space / per square foot includes environmental	RC
Floor space - power / per ampere	RC
Cross-connects	RC
Security escort / per 1/2 hour	as required

* Applies for optional cage construction only

Physical collocation - Service interconnection arrangement

With a Service Interconnection arrangement, the collocator places the equipment in leased floor space and purchases cross-connects to BellSouth's Transport services. For this arrangement, BellSouth will request a minimum 24 month contract for both the floor space and transport services, as well as a minimum number of interconnected DS1 or DS3 services.



<u>Elements</u>	<u>Type of space</u>
Application fee	NAC
Space preparation fee	NAC
Space construction fee *	NAC
Floor space / per square foot includes environmental	AC
Floor space - power / per ampere	AC
Cross-connects	AC
Security escort / per 1/2 hour (as required)	

* Required only for optional cage construction

Rates for Physical Interconnection

Rate Element	Application/Description	Type of Charge	Rate
Application Fee	Applies per arrangement per location	Nonrecurring	\$2848.30
Space Preparation Fee	Applies for survey and design of space, covers shared building modification costs	Nonrecurring	See Attached Schedule I
Space Construction Fee	Covers materials and construction of optional cage in 100 square foot increments	Nonrecurring	\$29,744.00 ¹ See Attached Schedule I for Additional Information
Cable Installation Fee	Applies per entrance cable	Nonrecurring	\$2750.00 per cable
Floor Space	Per square foot, for Zone A and Zone B offices respectively	Monthly Recurring	\$7.50-\$6.75 ²
Power	Per ampere based on manufacturer's specifications	Monthly Recurring	\$5.14 per ampere
Cable Support Structure	Applies per entrance cable	Monthly Recurring	\$13.35 per cable
POT Bay	Optional Point of Termination bay, rate is per DS1/DS3 cross connect, respectively	Monthly Recurring	\$1.20-\$5.00 ³
Cross-Connects	Per DS1 and DS3	Monthly Recurring ⁴	DS1 \$ 9.00 DS3 \$72.00 See Attached Schedule II for nonrecurring DS1 option
Security Escort	First and additional half hour increments, per rate in basic time (B), Overtime (O), and Premium time (P)	As Required	\$41.00-\$25.00 B \$48.00-\$30.00 O \$55.00-\$35.00 P

¹ Applies only to collocators who wish to purchase a steel-gauge cage enclosure
² See attached list for Zone A offices as of May 1996. This list will be amended monthly and such amendments are incorporated herein by reference.

³ Applies when collocator does not supply their own POT bay

⁴ See Virtual Collocation tariff for nonrecurring charges associated with these elements

Schedule I

Space Preparation Fees

Cost Range

\$1800.00-\$2500.00

Assumed Modifications

Secured floor space exists in C.O.
Fee covers architectural and engineering (A&E) drawings/certification, card reader installation, minor duct work and power plant extension 30'-40', card reader

\$3900.00-\$6300.00

A&E, 60'-80' firewall construction, cool water fan unit install, HVAC duct and power plant extension, card reader access

\$6300.00-\$8500.00

A&E, 100' firewall construction, cool water fan unit, HVAC duct and power extension, card reader

ICB

HVAC or power plant upgrade

Fee ranges determined by comparative analysis with historical data. Actual prices may vary depending on vendor selection and materials cost at the time of installation.

Space Construction Fees

Steel gauge caging is an optional selection for collocation and is offered in 100 square foot increments. A space construction charge will apply for collocators who request caged enclosures. This charge covers the following items:

- Architectural engineering drawings for cage construction and placement
- 10' high chain link fencing with 3.5' x 7' gate
- Switched fluorescent light
- One 120v duplex outlet, circuit and breaker
- Environmental alarm
- Separate C.O. ground
- HVAC duct extension
- Cable support extension
- Floor finish
- Architect inspection fees
- BellSouth PPSM coordination

Fee Payment Options

BellSouth will offer two options for paying the Space Preparation and Space construction fees. The fees may be paid separately as described herein, or may be paid as a composite charge per square foot at a rate of \$330.00 per square foot for the first 100 square feet and \$242.00 per each additional square foot based on a 100 square foot minimum. Offices requiring major upgrade or replacement of either HVAC or power plant in order to support collocation installations in that office will be excluded from this per square foot fee offering. Major upgrade is defined as work requiring an expenditure greater than \$40,000.00 for either HVAC or power in a given office.

Schedule II

Optional Non-Recurring Charge for DS-1 Cross-Connect Including Pot Bay

The following one time rates apply only to DS1 cross connects purchased in quantities of 25 or more on the same order

	<u>Each DS1</u>
• If purchased between July 1, 1996 and June 30, 1997	\$325.00
• If purchased between July 1, 1997 and June 30, 1998	\$250.00
• If purchased between July 1, 1998 and June 30, 1999	\$175.00
• DS1 cross connects purchased prior to July 1, 1996 can be converted to a one time charge for the life of the contract	\$225.00

These rates apply during the period of this Agreement from July 1, 1996 through June 30, 1999. Rates beyond June 30, 1999 for installed cross connects and new installations will be renegotiated. However, DS1 cross connects purchased under this Agreement can be converted to a monthly recurring charge during the period beyond this Agreement. The monthly recurring charges will not exceed a charge equal to the DS1 local channel rate in effect at the time of conversion times 7.5%. The parties agree that 7.5% represents the approximate percentage of a \$9.00 monthly cross connect charge divided by a DS1 local channel rate of \$120.00.

BellSouth Zone A Offices - as of May 1996

EX=Exempt from Physical

STATE	CITY	OFFICE	CLLI	STATUS
AL	Birmingham	Main & Toll	BRHMALMA	EX
	Montgomery	Main & Toll	MTGMALMT	
	Mobile	Azalea	MOBLALAZ	
FL	Boca Raton	Boca Teeca	BCRTFLBT	
	Fort Lauderdale	Main Relief	FTLDFLMR	
		Cypress	FTLDFLCY	
		Plantation	FTLDFLPL	
	Jacksonville Beach	Main	JCBHFLMA	
	Jacksonville	Arlington	JCVLFLAR	
		Beachwood	JCVLFLBW	
		Clay Street	JCVLFLCL	
		Southpoint	JCVLFLJT	EX
		Normandy	JCVLFLNO	
		Riverside	JCVLFLRV	
		San Jose	JCVLFLSJ	EX
		San Marco	JCVLFLSM	
		Westcoruett	JCVLFLWC	
		Mandarin Avenues	MNDRFLAV	EX
		Mandarin Loretto	MNDRFLLO	
	Lake Mary	Lake Mary	LKMRFLMA	EX
	Miami	Grande	MIAMFLGR	
		Palmetto	MIAMFLPL	
		Alhambra	MIAMFLAE	
		Bayshore	MIAMFLBA	
		Metro	MIAMFLME	
	Melbourne	Main	MLBRFLMA	
	Orlando	Magnolia	ORLDFLMA	
		Azalea Park	ORLDFLAP	
		Sand Lake	ORLDFLSL	
		Pinecastle	ORLDFLPC	
		Pinehills	ORLDFLPH	
	West Palm Beach	Annex (Main Annex)	WPBHFLAN	

GA	Athens	Athens	ATHNGAMA	
	Atlanta	Courtland St	ATLNGACS	
		Peachtree Pl	ATLNGAPP	
		Buckhead	ATLNGABU	
		East Point	ATLNGAEP	
		Toco Hills	ATLNGATH	
		Sandy Springs	ATLNGASS	
	Lilburn	Lilburn	LIBNGAMA	
	Smyrna	Power Ferry	SMYRGAPP	
		Smyrna Main	SMYRGAMA	
	Tucker	Tucker Main	TUKRGAMA	EX
	Roswell	Roswell Main	RSWLGAMA	
	Norcross	Norcross Main	NRCRGAMA	
	Manetta	Manetta Main	MRRTGAMA	
	Dunwoody	Dunwoody Main	DNWDGAMA	
	Alpharetta	Alpharetta Main	ALPRGAMA	
	Columbus	Columbus Main	CLMBGAMT	
KY	Louisville	Armory Place	LSVLKYAP	EX
		Westport Rd	LSVLKYWE	EX
		Beechmont	LSVLKYBE	
		Bardstown Road	LSVLKYBR	EX
		Fern Creek	LSVLKYFC	
		JTown	LSVLKYJT	
		Mathews	LSVLKYSM	
		Thurd Street	LSVLKYTS	
LA	New Orleans	Main	NWORLAMA	
	Baton Rouge	Main	BTRGLAMA	
MS	Hattiesburg	Hattiesburg Main	HTBGMSMA	
	Jackson	Cap Pearl	JCSNMSCP	
	Vicksburg	Vicksburg	VCBGMSMA	
NC	Cary	Central	NARYNCCE	
	Chapel Hill	Rosemary	CPHLNCRO	
	Charlotte	Caldwell	CHRLNCCA	
		South Boulevard	CHRLNCB0	

	Denta	CHRLNCDE
	Erwin	CHRLNCER
	Lake Point	CHRLNCLP
	Reid	CHRLNCRE EX
	Sharon Amity	CHRLNC SH
	University	CHRLNCUN EX
Greensboro	Eugene St	GNBONCEU
Raleigh	Morgan	RLGHNCMO
	New Hope	RLGHNCHO
Salisbury	Main	SLBRNCMA
Winston Salem	Fifth Street	WNSLNCFI
Ashville	O'Henry	AHVLNCOH
SC	Charleston	CHTNSCDT
	Columbia	CLMASC SN EX
	At Andrews	CLMASC SA
	Greenville	GNVLS CDT
	Woodruff Road	GNVLS CWR EX
	Spartenburg	SPBGSCMA
TN	Knoxville	KNVLTNMA
	Memphis	MMPHTNBA
	Chuckasaw	MMPHTNCT
	Eastland	MMPHTNEL
	Germentown	MMPHTNGT
	Main	MMPHTNMA EX
	Oakville	MMPHTNOA
	Southland	MMPHTNSL
	Nashville	NSVLTNMT
	Airport	NSVLTNAP
	Brentwood	NSVLTNBW
	Creve Hall	NSVLTNCH
	Donelson	NSVLTNDO
	Inglewood	NSVLTNTN
	Sharondale	NSVLTNST
	University	NSVLTNUN

Attachment C-14

Unbundled Products and Services and New Services

Service: Poles, Ducts, Conduits and Rights of Way

State(s): All

Rates, terms and conditions: This service will be provided via a Standard License Agreement.

POLE ATTACHMENT LICENSE AGREEMENT

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THIS AGREEMENT, made this 15 day of July, 1996 by and between BellSouth Telecommunications, Inc., a corporation organized and existing under the laws of the State of Georgia, having its principal office at 675 West Peachtree Street, Atlanta, Georgia (hereinafter referred to as the "Licensor") and TCG, a ^{Tax} ~~New York~~ ^{Del} general partnership, having its principal office at Two Teleport Ave Staten Island NY (hereinafter called the "Licensee").

WITNESSETH

WHEREAS, Licensee is a Telecommunications Carrier as defined in Article 1 herein, desiring to furnish communications services in the _____ metropolitan area.

WHEREAS, Licensor is a Utility as defined in Article 1 herein.

WHEREAS, Licensee desires to attach fiber optic cable on poles of Licensor, which poles are owned by Licensor within the area described above; and

WHEREAS, Licensor is willing to permit, to the extent it may lawfully do so, the placement of pole attachments on Licensor's facilities where available and where such use will not interfere with Licensor's service requirements subject to the terms of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows:

ARTICLE I DEFINITIONS

A. Anchor Rod

A metal rod connected to an anchor and to which a guy strand is attached. Also known as a "guy rod"

B. Pole Attachment

Any attachment by a cable television system or provider of telecommunications service to a pole, duct, conduit, or right-of-way owned or controlled by a utility

C. Guy Strand

A metal cable of high tensile strength which is attached to a pole and anchor rod (or another pole) for the purpose of reducing pole stress.

D. Make-Ready Work

The work required (rearrangement and/or transfer of existing facilities on a pole, replacement of pole or any other changes) to accommodate the Licensee's attachments on Licensor's pole.

E. Field Survey Work or Survey Work

A survey of the poles on which Licensee wishes to attach in order to determine what work, if any, is required to make the pole ready to accommodate the required attachment, and to provide the basis for estimating the cost of this work.

F. Other Licensee

Any entity, other than Licensee herein or a joint user, to whom Licensor has or hereafter shall extend the privilege of attaching communications facilities to Licensor's poles.

G. Joint User

A party with whom Licensor has entered into, or may hereafter enter into, a written agreement covering the rights and obligations of the parties thereto with respect to the use of poles owned by each party.

H. Suspension Strand

A metal cable of high tensile strength attached to a pole and used to support communications facilities. Also known as "Messenger Cable".

I. Identification Tags

Identifications tags are used to identify Licensee's plant.

J. Usable Space

The space above the minimum grade level which can be used for the attachment of wires, cables and associated equipment.

K. Effective Date

The effective date of regulations governing charges for Pole Attachments used by Telecommunications Carriers shall be 5 years after the date of the enactment of the Telecommunications Act of 1996.

L. Pole Attachment Rate

Includes a reasonable and just rate as defined herein and the costs of nonusable space apportioned so that the apportionment equals two-thirds of the costs of providing nonusable space that would be allocated to an attaching party under an equal apportionment of such costs among all attaching entities. A Utility shall apportion the cost of providing Usable Space among all entities according to the percentage of usable space required for each entity.

Article II
SCOPE OF AGREEMENT

- A. Subject to the provisions of this Agreement, Licensor agrees to issue to Licensee for any lawful communications purpose revocable non-exclusive licenses authorizing the attachment of Licensee's attachments to Licensor's poles, specifically as detailed on APPENDIX , hereto attached and made a part hereof.
- B. No use, however extended, of Licensor's poles or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in such poles. Licensee's rights herein shall be and remain a license
- C. Nothing contained in this Agreement shall be construed to compel Licensor to construct, retain, extend, place or maintain any pole, or other facilities not needed for Licensor's own service requirements. However, Licensor shall provide Licensee nondiscriminatory access to any pole, duct, conduit or right-of-way owned or controlled by Licensor unless there is insufficient capacity or for reasons of safety, reliability, or generally applicable engineering purposes
- D. Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Licensor with respect to any agreement(s) and arrangement(s) which Licensor has heretofore entered into, regarding the poles covered by this Agreement. The rights of Licensee shall at all times be subject to any such existing agreement(s) or arrangement(s), between Licensor and any other licensee(s) or joint user(s) of Licensor's poles.

**Article III
FEES AND CHARGES**

- A. Licensee agrees to pay to Licensor the Just and Reasonable Rates as defined herein, and as specified in and in accordance with the terms and conditions of Regulations to be prescribed by the Commission. The Regulations shall be attached hereto and incorporated herein upon the Effective Date as defined herein.
- B. Payment of all charges under this Agreement shall be due thirty (30) days after receipt of the bill (payment due date). Nonpayment of any amount due under this Agreement shall constitute a default of this Agreement thirty days after the payment due date. Licensee will pay a late payment charge of one and one-half percent (1 1/2%) assessed monthly on any unpaid balance.
- C. Until the Effective Date of the Regulations required under the Act, the Pole Attachment rate charged to Licensee by Licensor for use of the poles, conduit or right-of-way shall be the same rate charged for any pole attachments used by a Cable Television System to provide cable service (the "CATV" Rate) and as set forth in APPENDIX attached hereto and incorporated herein. Any increase in the rate for pole attachments that results from the adoption of the Regulations shall be phased in equal annual increments over a period of 5 years beginning on the Effective Date of the Regulations.
- D. If Licensor engages in the provision of Telecommunication Services or Cable Services, Licensor shall impute to its cost of providing such services (and charge any affiliate, subsidiary or associate company engaged in the provision of such services) an equal amount to the pole attachment rate for which such company would be liable under Section 224 of the Act.

**Article IV
ADVANCE PAYMENT**

- A. Licensee shall make an advance payment to Licensor for:
- (1) The reasonable costs incurred by Licensor for the required Field Survey in an amount agreed upon by Licensor and Licensee sufficient to cover the estimated cost to be incurred by Licensor to complete such survey.
 - (2) The reasonable costs of any Make Ready Work required in an amount agreed upon by Licensor and Licensee sufficient to cover the estimated cost to be incurred by Licensor to complete the required Make Ready Work.

- B. The amount of the advance payment required shall be due within thirty (30) days after receipt of an invoice from Licensor.

Article V SPECIFICATIONS

- A. Licensee's attachments shall be placed and maintained in accordance with the requirements and specifications of applicable BellSouth practices, the latest editions of the Manual of Construction Procedures (Blue Book), Electric Company Standards, the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and rules and regulations of the Occupational Safety and Health Act (OSHA) or any governing authority having jurisdiction over the subject matter. Where a difference in specifications may exist, the more stringent shall apply.
- B. If any part of Licensee's attachments is not so placed and maintained on any pole, Licensor may upon fifteen (15) days written notice to Licensee and in addition to any other remedies Licensor may have hereunder, remove Licensee's attachments from such pole or perform such other work and take such other action in connection with said attachments that Licensor deems necessary or advisable to provide for the safety of Licensor's employees or performance of Licensor's service obligations at the cost and expense of Licensee.
- C. Licensee shall place identification cable tags on cables located on poles and Identification Apparatus tags on any associated items of Licensee's plant, e.g., guys, anchors or terminals.

Article VI LEGAL REQUIREMENTS

- A. Licensee shall be responsible for obtaining from the appropriate public and/or private authority any required authorization to construct, operate and/or maintain its Telecommunications System on public and private property at the location of Licensor's poles which Licensee uses. In the case of private property, Licensee shall present satisfactory evidence of such authority at the time application for a license is made pursuant to Article VII herein.
- B. The parties hereto shall at all times comply with the provisions of this Agreement and with the Act and any laws, Regulations, or ordinances which affect the rights granted hereunder.

**Article VII
ISSUANCE OF LICENSES**

- A. Before Licensee shall attach to any pole, Licensee shall make application for and receive a license therefor in the form of APPENDIX Forms A-1 and A-2. Such license shall not be unreasonably withheld or delayed.
- B. Licensor shall provide Licensee a nondiscriminatory license to any pole, duct, conduit or right-of-way owned or controlled by Licensor unless there is insufficient capacity or for reasons of safety, reliability, or generally applicable engineering purposes.

**Article VIII
POLE MAKE-READY WORK**

- A. A Field Survey will be required for each pole for which attachment is requested to determine the adequacy of the pole to accommodate Licensee's attachments. The Field Survey will be performed jointly by representatives of Licensor, joint user (if applicable) and Licensee.
- B. In performing all Make-Ready Work to accommodate Licensee's attachments, Licensor will endeavor to include such work in its normal work load schedule.
- C. If Licensor intends to modify or alter any pole, duct, conduit or right-of-way in which Licensee has an attachment, Licensor shall provide Licensee written notification of such action in order that Licensee shall have a reasonable opportunity to add to or modify its existing attachment. If Licensee desires to add to or modify its existing attachment after receiving such notification, Licensee shall bear a proportionate share of the costs incurred by Licensor in making such pole, duct, conduit or right-of-way accessible.
- D. Licensee shall not be required to bear any of the costs of rearranging or replacing its attachment if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any other entity (including Licensor).

**Article IX
CONDUIT SYSTEM**

- A. When an application for Conduit Occupancy is submitted by the Licensee, a Preliminary Survey by the Licensor will be required to determine the availability of the Conduit System to accommodate Licensee's communications facilities. Licensor will advise the Licensee in writing of the estimated charges that will

apply for such Prelicense Survey and receive written authorization and advance payment from the Licensee before undertaking such a survey. A representative of the Licensee may accompany the Licensor's representative on the field inspection portion of such Prelicense Survey. Licensee shall have ninety (90) days from receipt of notice of the estimated charges to make the required payment and indicate its written authorization for completion of the required Prelicense Survey. Failure to respond in the specified period will result in cancellation of the application.

- B. License applications received by Licensor from two or more Licensees for occupancy of the same Conduit System will be processed by Licensor in accordance with procedures detailed in APPENDIX
- C. The Licensor retains the right, in its sole judgment, to determine the availability of space in a Conduit System. In the event the Licensor determines that rearrangement of the existing facilities in the Conduit System is required before the Licensee's Communications Facilities can be accommodated, Licensor will advise the Licensee in writing of the estimated Make-Ready charges that will apply for such rearrangement work. Licensee shall have ninety (90) days from the receipt of such written notification to make the required payment and provide its written authorization for completion of the required Make-Ready Work. Failure to respond within the specified period will result in cancellation of the application.
- D. In performing all Make-Ready Work to accommodate Licensee's communications facilities, Licensor will endeavor to include such work in its normal work load schedule.

Article X
**CONSTRUCTION, MAINTENANCE AND
REMOVAL OF POLE ATTACHMENT**

- A. Licensee shall, at its own expense, construct and maintain its attachments on Licensor's poles in a safe condition and in a manner reasonably acceptable to Licensor, so as not to conflict with the use of the Licensor's poles by Licensor or by other authorized users of Licensor's poles, nor electrically interfere with Licensor's facilities attached thereto.
- B. Licensor shall specify the point of attachment on each of Licensor's poles to be occupied by Licensee's attachments. Where multiple licensees' attachments are involved, Licensor will attempt to the extent practical, to designate the same relative position on each pole for Licensee's attachments.

- C. Licensee shall obtain specific written authorization from Licensor, which shall not be unreasonably withheld or delayed, before relocating, materially altering or replacing its attachments or overflashing its own cable on Licensor's poles.
- D. Licensee shall give reasonable notice to the affected public authority or private landowner as appropriate before commencing the construction or installation of its attachments or making any material alterations thereto.
- E. Licensee, at its expense, will remove its attachments from any of Licensor's poles within thirty (30) days after termination of the license covering such attachments. If Licensee fails to remove its attachments within such thirty (30) day period, Licensor shall have the right to remove such attachments at Licensee's expense and without any liability on the part of the Licensor for damage or injury to Licensee's attachments unless caused by the negligence or intentional misconduct of Licensor.

Article XI CONDUIT OCCUPANCY

- A. Licensee must obtain prior written authorization from Licensor, which shall not be unreasonably withheld or delayed, before installing, removing or performing maintenance of its communications facilities in any of Licensor's conduit systems. Licensor reserves the right to specify what, if any, work shall be performed by Licensor. Any work performed by Licensor shall be at the expense of Licensee and shall be accomplished within a time period agreed upon by the parties.
- B. In the event of an emergency, Licensee shall observe the procedure outlined at APPENDIX governing entry into Licensor's manhole(s).
- C. Licensor shall designate the particular duct(s) to be occupied by Licensee, the location and manner in which Licensee's communications facilities will enter and exit the conduit system and the location and manner of installation for any associated equipment which Licensor permits in the conduit system. Licensor reserves the right to exclude or limit the type, number and physical size of Licensee's communications facilities which may be placed in Licensor's conduit system; provided, however, that Licensor shall provide Licensee with a written explanation of any such exclusion or limitation so imposed.
- D. Licensor's manhole(s) shall be opened only as permitted by Licensor's authorized employees or agents. Licensee shall be responsible for obtaining any necessary authorization from appropriate authorities to open manhole(s) and conduct work operations therein. Licensee's employees, agents or contractors will be permitted to enter or work in Licensor's manhole(s) only when an authorized employee or agent of Licensor is present or the Licensor's authorized

employee or agent has determined the Licensee's work will not affect Licensor's equipment. Licensor's authorized employee or agent shall have the authority to suspend Licensee's work operations in and around manhole(s) if in the sole discretion of said employee or agent, any hazardous conditions arise, any unsafe practices are being followed, or the work may adversely affect Licensor's equipment. Licensee shall pay Licensor reasonable charges, as agreed by the parties, to compensate Licensor for the expense of providing an employee or agent to observe the performance of work for Licensee in and around manhole(s). The presence of Licensor's authorized employee or agent shall not relieve Licensee of its responsibility to conduct all work operations in and around Licensor's manhole(s) in a safe and workmanlike manner, in accordance with the terms of this Agreement.

E. Licensee, at its expense, will remove its communications facilities from a conduit system within sixty (60) days after:

- 1) termination of the license covering such conduit occupancy; or
- 2) the date Licensee replaces its existing facilities in one duct with substitute facilities in another duct.

If Licensee fails to remove its facilities within the specified period, Licensor shall have the right to remove such facilities at Licensee's expense and without any liability on the part of the Licensor for damage or injury to such facilities unless caused by the negligence or intentional misconduct of Licensor.

F. Licensee shall remain liable for and pay to the Licensor all fees and charges pursuant to provisions of this Agreement until all of Licensee's facilities are physically removed from Licensor's conduit system.

Article XII TERMINATION OF LICENSE

Licensee may at any time remove its attachments from a pole after first giving Licensor written notice of its intent to effect such removal and any fees shall be prorated to date of removal. Following such removal, no attachment shall again be made to such pole until Licensee shall have first complied with all of the provisions of this Agreement as though no such attachment had previously been made.

Article XIII INSPECTION OF POLE ATTACHMENTS

- A. Licensors reserves the right to make reasonable periodic inspections of any part of Licensee's attachments, including guying, attached to Licensors's poles at Licensee's cost and with prior notice to Licensee as described herein.
- B. Licensors will give Licensee advance written notice of such inspections, except in those instances where safety considerations justify the need for such an inspection without the delay of waiting until a written notice has been forwarded to Licensee. In such case Licensors shall provide reasonable non-written notice to licensee.
- C. The making of periodic inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.

Article XIV UNAUTHORIZED ATTACHMENTS

- A. If any of Licensee's attachments shall be found attached to pole(s) or occupying conduit systems for which no license is outstanding, Licensors, without prejudice to its other rights or remedies under this Agreement, including termination of licenses, may impose a charge and require Licensee to submit in writing, within 15 days after receipt of written notification from Licensors of the unauthorized attachment or conduit occupancy, a pole attachment or conduit occupancy license application. If such application is not received by the Licensors within the specified time period, Licensee may be required at Licensors's option to remove its unauthorized attachment or occupancy within thirty (30) days of the final date for submitting the required application, or Licensors may at Licensors's option remove Licensee's facilities without liability, and the expense of such removal shall be borne by Licensee.
- B. For the purpose of determining the applicable charge, any unauthorized pole attachment or conduit system occupancy shall be treated as having existed for a period of 2 years prior to its discovery or from the time of the last inspection date or for the period beginning with the effective date of this License Agreement whichever period shall be the shorter.
- C. Notwithstanding anything to the contrary in this Agreement, Licensee acknowledges that the placement of unauthorized pole attachments or the unauthorized occupancy of conduit systems will cause Licensors to incur expenses or damages that may be difficult or impossible to quantify. In addition to any other rights or remedies available to Licensors pursuant to this Article XIV, Licensee shall pay to Licensors as liquidated damages and not as a penalty a one-time charge of \$50.00 per unauthorized pole attachment and, in the case of unauthorized conduit occupancy, a one-time charge of \$500.00 per duct run.

measured manhole to manhole. The parties hereby agree that said liquidated damages are a reasonable pre-estimate of Licensor's probable loss.

- D. Fees and charges for pole attachments and conduit system occupancies, as specified herein and in APPENDIX as modified from time to time, shall be due and payable immediately whether or not Licensee is permitted to continue the pole attachment or conduit occupancy.
- E. No act or failure to act by Licensor with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized use from its inception.

Article XV LIABILITY AND DAMAGES

- A. Licensor reserves to itself, its successors and assigns the right to locate and maintain its poles and to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements subject to its obligations under this Agreement. Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's communications services arising in any manner out of the use of Licensor's poles except from Licensor's negligence or willful misconduct.
- B. Licensee shall exercise caution to avoid damaging the facilities of Licensor and of others attached to Licensor's poles, and Licensee assumes all responsibility for any and all loss from such damage caused by the negligent acts or willful misconduct of Licensee's employees, agents or contractors. Licensee shall make an immediate report to Licensor and any other user of the occurrence of any such damage and agrees to reimburse the respective parties for all costs incurred in making repairs.
- C. Each party (the "Indemnitor") shall defend, indemnify and save harmless the other (the "Indemnitee") against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses arising from or in connection with this Agreement (including reasonable attorney's fees) including, but not limited to those which may be imposed upon, incurred by or asserted against the Indemnitee by reason of (a) any work or thing done upon the poles licensed hereunder or any part thereof performed by the Indemnitor or any of its agents, contractors, servants, or employees; (b) any use, occupation, condition, operations of said poles or any part thereof by the Indemnitor or any of its agents, contractors, servants, or employees; (c) any act or omission on the part

of the Indemnitor or any of its agents, contractors, servants, or employees, for which the Indemnitee may be found liable: (d) any accident, injury (including death) or damage to any person or property occurring upon said poles or any part thereof arising out of any use thereof by the Indemnitor or any of its agents, contractors, servants, or employees; or (e) any failure on the part of the Indemnitor to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement unless caused by the negligence or intentional misconduct of Indemnitee.

- D. Neither party shall be liable for indirect, consequential, special or punitive damages of any kind.
- E. The provisions of this Article shall survive the expiration or earlier termination of this Agreement or any license issued thereunder.

Article XVI INSURANCE

- A. Licensee shall carry insurance to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in Article XV preceding.
- B. The amounts of such insurance, shall be as follows:
 - 1. against liability due to damage to property shall not be less than \$1,000,000 as to any one occurrence and \$1,000,000 aggregate, and
 - 2. against liability due to injury to or death of person shall not be less than \$3,000,000 as to any one person and \$3,000,000 as to any one occurrence.
- C. Licensee shall also carry such insurance as will protect it from all claims under any Workers' Compensation Law in effect that may be applicable to it.
- D. All insurance must be effective before Licensor will authorize Licensee to make attachments to any pole and shall remain in force until such attachments have been removed from all such poles.
- F. Licensee shall submit to Licensor certificates of insurance including renewal thereof, by each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee covered by this Agreement; that such certificates name the Licensor as an additional insured under the public liability policy; that it will not cancel or change any such policy of insurance issued to

Licensee except after the giving of not less than sixty (60) days written notice to Licensor.

**Article XVII
AUTHORIZATION NOT EXCLUSIVE**

Nothing herein contained shall be construed as a grant of an exclusive authorization, right or privilege to Licensee. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any pole covered by this Agreement provided there is no interference with the rights granted to Licensee hereunder.

**Article XVIII
ASSIGNMENT OF RIGHTS**

- A. Licensee shall not assign or transfer this Agreement or any authorization granted hereunder, and this Agreement shall not inure to the benefit of Licensee's successors, without the prior written consent of Licensor, which shall not be unreasonably withheld or delayed.
- B. In the event such consent or consents are granted by Licensor, then this Agreement shall extend to and bind the successors and assigns of the parties hereto.

**Article XIX
FAILURE TO ENFORCE**

Failure of a party to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

**Article XX
TERMINATION OF AGREEMENT**

- A. If Licensee shall fail to comply with any of the terms or conditions of this Agreement or default in any of its obligations under this Agreement, or if Licensee's facilities are maintained or used in violation of any law and Licensee shall fail within thirty (30) days after written notice from Licensor to correct such default or noncompliance, Licensor may terminate the authorizations covering the poles as to which such default or noncompliance shall have occurred
- B. In the event of termination of this Agreement, Licensee shall remove its attachments from Licensor's poles within six (6) months from date of termination.

provided, however, that Licensee shall be liable for and pay all fees to Licensor pursuant to the terms of this Agreement until Licensee's attachments are removed from Licensor's poles.

- C. If Licensee does not remove its attachments from Licensor's poles within the applicable time period specified in this Agreement, Licensor shall have the right to remove them at the expense of Licensee and without any liability on the part of Licensor to Licensee therefor, except for the negligence or willful misconduct of Licensor, and Licensee shall be liable for and pay all fees to Licensor pursuant to the terms of this Agreement until such attachments are removed.

Article XXI TERM OF AGREEMENT

- A. This Agreement shall remain in effect for a term of 3 year(s) from the date hereof. Licensee shall have the option to renew this Agreement for an additional 1 year period upon providing Licensor thirty (30) days written notice prior to the termination date.
- B. Termination of this Agreement shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination. Termination of any license issued pursuant to this Agreement shall not affect any remaining licenses issued hereunder.

Article XXII CHOICE OF LAW

The terms and conditions of this Agreement shall be construed in accordance with the laws of the State of Florida, excluding its conflict of laws provisions.

Article XXIII ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive statement of the agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement. This Agreement may not be modified or amended other than by a written instrument executed by both parties.

Article XXIV NOTICES

All written notices required under this Agreement shall be given by posting the same in first class mail as follows:

To Licensee: TCG _____

Attn: _____

with a copy to: Teleport Communications Group Inc.
One Teleport Drive
Staten Island, New York 10311
Attn: General Counsel

To Licensor:
(Payments Only) _____

Attn: _____

To Licensor:
(All Others) _____

Attn: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

LICENSEE

By: 

Title: RVP- Southern Region

LICENSOR

By: 

Title: SRDIC

Attachment C-15

Unbundled Products and Services and New Services

Service: Unbundled Exchange Access Loop

Description: Provides the connection from the serving central office to a subscriber's premises. It is engineered to meet the same parameters as a residence or business exchange access line.

Information relative to multiplexing of the Unbundled Exchange Access Loop is described in Attachment C-16 following.

Rate Elements	Alabama			Florida			Georgia		
	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l
Unbundled Exchange Access Loop	\$25 00	\$140 00	\$45 00	\$17 00	\$140 00	\$45 00	\$25 00	\$140 00	\$45 00
Unbundled Exchange Access /OC									
- Fixed	\$30 00	\$97 00	N/A	\$28 50	\$87 00	N/A	\$32 00	\$105 00	N/A
- 1 - 8 Miles	\$2 05	N/A	N/A	\$1 85	N/A	N/A	\$2 05	N/A	N/A
- 9 - 25 Miles	\$2 00	N/A	N/A	\$1 60	N/A	N/A	\$2 00	N/A	N/A
- Over 25 Miles	\$1 95	N/A	N/A	\$1 55	N/A	N/A	\$1 95	N/A	N/A

Rate Elements	Kentucky			Louisiana			Mississippi		
	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l
Unbundled Exchange Access Loop	\$25 00	\$140 00	\$45 00	\$18 50	\$140 00	\$45 00	\$25 00	\$140 00	\$45 00
Unbundled Exchange Access /OC									
- Fixed	\$30 00	\$93 00	N/A	\$30 00	\$100 00	N/A	\$30 00	\$96 00	N/A
- 1 - 8 Miles	\$2 05	N/A	N/A	\$2 05	N/A	N/A	\$2 05	N/A	N/A
- 9 - 25 Miles	\$2 00	N/A	N/A	\$2 00	N/A	N/A	\$2 00	N/A	N/A
- Over 25 Miles	\$1 95	N/A	N/A	\$1 95	N/A	N/A	\$1 95	N/A	N/A

Rate Elements	N Carolina			S Carolina			Tennessee		
	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l
Unbundled Exchange Access Loop	\$30 00	\$140 00	\$45 00	\$25 00	\$140 00	\$45 00	\$25 00	\$140 00	\$45 00
Unbundled Exchange Access /OC									
- Fixed	\$11 85	\$71 87	N/A	\$50 00	\$67 00	N/A	\$30 00	\$96 00	N/A
- 1 - 8 Miles	\$2 15	N/A	N/A	\$2 05	N/A	N/A	\$2 05	N/A	N/A
- 9 - 25 Miles	\$2 15	N/A	N/A	\$2 00	N/A	N/A	\$2 00	N/A	N/A
- Over 25 Miles	\$2 15	N/A	N/A	\$1 95	N/A	N/A	\$1 95	N/A	N/A

Attachment C-16

Unbundled Products and Services and New Services

Service: Channelization System for Unbundled Exchange Access Loops

Description: This new rate element provides the multiplexing function for Unbundled Exchange Access Loops. It can convert up to 96 voice grade loops to DS1 level for connection with the ALEC's point of interface. The multiplexing can be done on a concentrated basis (delivers at 2 DS1 level to customer premise) or on a non-concentrated basis (delivers at 4 DS1 level to customer premise) at the option of the customer.

In addition to the following rates elements, 1.544 Mbps local channel and/or interoffice channel facilities may be required as set forth in E7 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff for non-located ALECs.

State(s)	Alabama			Florida			Georgia		
Rate Elements	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG) Per System	\$575.00	\$525.00	N/A	\$555.00	\$490.00	N/A	\$555.00	\$490.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment) 1 per circuit	\$1.70	\$8.00	\$8.00	\$1.70	\$7.00	\$7.00	\$1.70	\$7.00	\$7.00

State(s)	Kentucky			Louisiana			Mississippi		
Rate Elements	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG) Per System	\$540.00	\$495.00	N/A	\$530.00	\$510.00	N/A	\$560.00	\$450.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment) 1 per circuit	\$1.60	\$8.00	\$8.00	\$1.60	\$8.00	\$8.00	\$1.70	\$8.00	\$8.00

State(s)	N Carolina			S Carolina			Tennessee		
Rate Elements	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG) Per System	\$545.00	\$475.00	N/A	\$520.00	\$480.00	N/A	\$530.00	\$520.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment) 1 per circuit	\$1.65	\$7.00	\$7.00	\$1.60	\$8.00	\$8.00	\$1.60	\$8.00	\$8.00

Attachment C-17

Unbundled Products and Services and New Services

Service: Unbundled Exchange Ports

Description: An exchange port is the capability derived from the central office switch hardware and software required to permit end users to transmit or receive information over BellSouth's public switched network. It provides service enabling and network features and functionality such as translations, a telephone number, switching, announcements, supervision and touch-tone capability.

In addition, a BellSouth provided port with outgoing network access also provides access to other services such as operator services, long distance service, etc. It may also be combined with other services available in BellSouth's Intrastate Access Service Tariffs as technically feasible.

When an Unbundled Port is connected to BellSouth provided collocated loops, cross-connection rate elements are required as set forth in Section 20 of BellSouth Telecommunications's, Inc.'s Interstate Access Tariff, FCC No.1.

Alabama			Florida		Georgia	
Rate Elements	Rate	Per	Rate Elements	Rate	Rate Elements	Rate
Monthly			Monthly		Monthly	
Residence Port	\$2.50		Residence Port	\$2.00	Residence Port	\$2.25
Business Port	\$7.00		Business Port	\$4.50	Business Port	\$4.60
PBX Trunk Port	\$7.00		PBX Trunk Port	\$7.50	PBX Trunk Port	\$7.37
Rotary Service	\$2.00		Rotary Service	\$2.00	Rotary Service	\$2.77
Primary Rate (SDN/NAS)	\$20.00					
Usage-Mileage Bands			Usage-(STS)		Usage-(STS)	
A (0 miles)	\$0.02	Int. min	- int. min	\$0.0275	-setup per call	\$0.02
	\$0.01	Add'l min	- add'l min	\$0.0125	- per minute or fraction thereof	\$0.02
B (1-10 miles)	\$0.04	Int. min				
	\$0.02	Add'l min				
C (11-16 miles)	\$0.06	Int. min				
	\$0.04	Add'l min				
D (17-22 miles & existing LCA described in A3.6 greater than 22 mi)	\$0.10	Int. min				
	\$0.07	Add'l min				
E (23-30 miles)	\$0.10	Int. min				
	\$0.10	Add'l min				
F (31-40 miles)	\$0.10	Int. min				
	\$0.10	Add'l min				
G Special Band ¹	\$0.10	Int. min				
	\$0.10	Add'l min				

¹In addition to the local calling described in A3 of BellSouth's General Subscriber Service Tariff, if any wire center in an exchange is located within 40 miles of any wire center in the originating exchange, local calling will be provided from the entire originating exchange to the entire terminating exchange. The usage charges for Band G are applicable for distances greater than 40 miles.

Attachment C-17

Unbundled Products and Services and New Services

Service: Unbundled Exchange Ports (Cont'd)

Kentucky			Louisiana		
Rate Elements	Rate	Per	Rate Elements	Rate	Per
Monthly			Monthly		
Residence Port	\$3 50		Residence Port	\$2 50	
Business Port	\$17 00		Business Port	\$7 00	
PBX Trunk Port	\$10 00		PBX Trunk Port	\$7 00	
Rotary Service	\$3 50		Rotary Service	\$3 50	
Usage-Mileage Bands			Usage-Mileage Bands		
A (0 miles)	\$0 04	1st Min	D (0 miles)	\$0 02	1st Min
	\$0 02	Add'l min		\$0 01	Add'l min
B (1-10 miles)	\$0 04	1st Min	A (1-10 miles)	\$0 04	1st Min
	\$0 02	Add'l min		\$0 02	Add'l min
C (Greater than 10 miles Limited LCA)	\$0 08	1st Min	B (11-18 miles)	\$0 08	1st Min
	\$0 04	Add'l min		\$0 04	Add'l min
D (1-10 miles beyond Limited LCA)	\$0 04	1st Min	C (17-22 miles)	\$0 10	1st Min
	\$0 02	Add'l min		\$0 07	Add'l min
E (11-18 miles beyond Limited LCA)	\$0 08	1st Min	O (23-30 miles Basic LCA and Intra Parish Expanded LCA)	\$0 14	1st Min
	\$0 04	Add'l min		\$0 10	Add'l min
F (17-22 miles beyond Limited LCA)	\$0 08	1st Min	E (Greater than 30 miles Basic LCA and Intra Parish Expanded LCA)	\$0 14	1st Min
	\$0 07	Add'l min		\$0 14	1st Min
G (23-30 miles beyond Limited LCA)	\$0 08	1st Min	F (23-30 miles Inter-Parish Expanded LCA)	\$0 14	1st Min
	\$0 07	Add'l min		\$0 10	Add'l min
H (31-40 miles beyond Limited LCA)	\$0 08	1st Min	G (31-40 miles Inter-Parish Expanded LCA)	\$0 14	1st Min
	\$0 07	Add'l min		\$0 14	Add'l min
I (Greater than 40 miles beyond Limited LCA)	\$0 08	1st Min	G (Greater than 40 miles Inter-Parish)	\$0 14	1st Min
	\$0 07	Add'l min		\$0 14	Add'l min

Mississippi			N Carolina			S Carolina		
Rate Elements	Rates	Per	Rate Elements	Rates	Per	Rate Elements	Rates	Per
Monthly			Monthly			Monthly		
Residence Port	\$3 75		Residence Port	\$2 00		Residence Port	\$4 00	
Business Port	\$7 50		Business Port	\$8 00		Business Port	\$10 50	
PBX Trunk Port	\$7 50		PBX Trunk Port	\$8 00		PBX Trunk Port	\$10 50	
Rotary Service	\$3 75		Rotary Service	\$1 50		Rotary Service	\$3 00	
Usage - Mile Bands			Usage - (STS)			Usage - (STS)		
A (0 miles)	\$0 02	1st min	- 1st min	\$0 06		- Basic Svc Area	\$0 02	
	\$0 01	Add'l min	- Add'l min	\$0 02		- Expanded Svc Area	\$0 12	
B (1-10 miles)	\$0 04	1st min						
C (11-18 miles existing LCA service in A-J & greater than 18 miles and calls to county seat greater than 18 miles)	\$0 08	1st min						
	\$0 04	Add'l min						
D (17-30 miles)	\$0 08	1st min						
	\$0 07	Add'l min						
E (31-55 miles Basic LATA)	\$0 08	1st min						
	\$0 07	Add'l min						
F (31-55 miles Jackson LATA)	\$0 12	1st min						
	\$0 10	Add'l min						
G (56-85 miles Basic LATA)	\$0 18	1st min						
	\$0 14	Add'l min						

Tennessee		
Rate Elements	Rates	Per
Monthly		
Residence Port	\$4 00	
Business Port	\$10 00	
PBX Trunk Port	\$10 00	
Rotary Service	\$8 50	
Usage - Mile Bands		
A (0-15 miles)	\$0 02	min
B (17-30 miles)	\$0 05	min
C (30 miles)	\$0 10	min

Attachment C-18

Unbundled Products and Services and New Services

Service: Local Calling Area Boundary Guide

Description: Provided to ALECs to assist in deployment of numbers on their network to conform with BellSouth existing local calling area geographics.

State: All

Rate(s): No Charge

ATTACHMENT "D"

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by TCG for the purposes of resale to TCG end users shall be available at the following discount off of the retail rate.

	DISCOUNT	
STATE	RESIDENCE	BUSINESS
ALABAMA	10%	10%
FLORIDA	18%	12%
GEORGIA	20.3%*	17.3%*
KENTUCKY	10%	8%
LOUISIANA	11%	10%
MISSISSIPPI	9%	8%
NORTH CAROLINA	12%	9%
SOUTH CAROLINA	10%	9%
TENNESSEE	11%	9%

*The Georgia discount is subject to change as a result of final resolution of the order of the Georgia Public Service Commission, issued June 12, 1996

Discounts will not apply to: Unbundled port service; nonrecurring charges; federal or state subscriber line charges; inside wire maintenance plans; pass-through charges (e.g. N11 end user charges); and taxes



BellSouth Telecommunications, Inc. Fax 904 222-8640
Suite 400 904 222-1201
150 South Monroe Street
Tallahassee, Florida 32301

Nancy H. Sims
Director - Regulatory Relations

September 25, 1996

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

RE: Docket No. 960862-TP; Request for Approval of
Interconnection and Resale Agreement Negotiated
by BellSouth Telecommunications, Inc. and
Teleport Communications Group, Inc.

Dear Mrs. Bayo:

Enclosed is BellSouth's response to the Florida Public Service Commission Staff's request for additional information regarding the above-stated agreement. In the interest of time, BellSouth has already provided a copy of this information to Teleport Communications Group, Inc..

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads "Nancy H. Sims".

Nancy H. Sims
Director - Regulatory Relations

Enclosures

cc: All Parties of Record

**Interconnection and Resale Agreement between
BellSouth and Teleport Communications Group, Inc.**

Response to Request by Florida PSC for
Additional Information Needed from the Parties for Docket 960862-TP
Dated: September 20, 1996

- Request:** Section V.A. - Tariff reference for Terminating Switched Access Rates
- Section V.B. - Tariff reference for Intrastate Switched Network Access Service Rates
- Response:** Section E6 of BellSouth's Access Service Tariff
- Request:** Section V.F. - Tariff reference for compensation for the origination of interLATA 800 services
- Section V.G. - Rates and Charges for 800 Access Ten Digit Screening Service
- Response:** Section E6 of BellSouth's Access Service Tariff
- Request:** Section XI.B - Tariff reference for Busy Line Verification and Emergency Interrupt Services
- Response:** Section E18 of BellSouth's Access Service Tariff
- Request:** Section XIV.B - Tariff reference for rates and for signaling network and signaling databases
- Response:** Section E6 of BellSouth's Access Service Tariff
- Request:** Section XV.P(5) - Tariff reference for reestablishing service, appropriate connection fees and application procedures
- Response:** Section A4 of BellSouth's General Subscriber Service Tariff and Section B4 of BellSouth's Private Line Tariff

**Interconnection and Resale Agreement between
BellSouth and Teleport Communications Group, Inc.**

- Request:** Section XVII.B - Tariff reference for "The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.
- Response:** Section E6 of BellSouth's Access Service Tariff
- Request:** Section XIX - Implementation Schedule
- Response:** If and when such a Schedule is adopted by the parties, a copy will be filed with the Florida PSC.
- Request:** Attachment B-2 - Where is it referenced in the agreement?
- Response:** Attachment B-2 pertains to Section V of the agreement. The Attachment is not specifically referenced in the agreement.
- Request:** BAPCO Agreements - Need signed signature page or a statement that parties do not have a BAPCO agreement.
- Response:** A copy of the signature page to the BAPCO Agreement is attached hereto.
- Request:** Is attachment labeled, "Contract Provisions for RAO Hosting & NSPRS (Attachment D)," part of attachment C-12?
- Response:** Yes.

13. **MISCELLANEOUS.** This Agreement represents the entire Agreement between the parties with respect to the subject matter hereof and supersedes any previous oral or written communications, representations, understandings, or agreements with respect thereto. It may be executed in counterparts, each of which shall be deemed an original. All prior and contemporaneous written or oral agreements, representations, warranties, statements, negotiations, and /or understandings by and between the parties, whether express or implied, are superseded, and there are no representations or warranties, either oral or written, express or implied, not herein contained. This Agreement shall be governed by the laws of the state of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the dates set forth below.

BELLSOUTH ADVERTISING &
PUBLISHING CORPORATION

By: [Signature]

Title: Director - LEC Services

Date: July 18, 1996

^{wg}
TELEPORT COMMUNICATIONS
GROUP, INC.

By: [Signature]

Title: Director, Carrier Relations

Date: July 17, 1996

APPROVED AS TO FORM:

BY: [Signature]
PARKEY O. JORDAN
Attorney

Attachment II

Arrangements Set by the Commission

950984, 950985	BellSouth - MCImetro and MFS-FL
Interconnection	Mutual traffic exchange
Unbundling/Resale	\$17.00 - 2-wire voice grade analog loop (interim) \$ 2.00 - 2-wire analog port (interim)
Temporary Number Portability	\$ 1.00 res. or bus. - \$.50 per additional path and \$10.00 per order nonrecurring charge

960984, 960985	GTEFL - MFS-FL
Interconnection	Mutual traffic exchange
Unbundling/Resale *	\$ 20.00 - 2-W voice grade analog loop \$ 25.00 - 4-W voice grade analog loop \$ 20.00 - 2-W ISDN digital loop \$250.00 - 4-W DS-1 digital loop, (interim) First System \$154.00 - Add'l System (interim) \$ 6.00 - 2-W & 4-W analog line ports \$ 20.00 - 2-W ISDN digital line port \$ 6.00 - 2-W analog DID trunk port, plus tariffed DID charges \$ 60.00 - 4-W DS-1 digital DID trunk port, plus tariffed DID charges \$350.00 - 4-W ISDN DS-1 digital port
Temporary Number Portability	\$ 1.00 res. or bus. - \$.50 per additional path and \$10.00 per order nonrecurring charge

* Subject to Reconsideration

950984, 950985	United/Centel - Time Warner, Continental, & MFS-FL
Interconnection	Mutual traffic exchange
Unbundling/Resale *	\$15.00 - 2-wire voice grade analog loop (interim) \$ 7.00 - 2-wire analog port (interim)
Temporary Number Portability	\$ 1.00 res. or bus. - \$.50 per additional path and \$10.00 per order nonrecurring charge

* Subject to Reconsideration

Agreements Negotiated with Certificated ALECs;
Approved by the Commission

950985	MCImetro - BellSouth **
Interconnection	\$0.011/minute - Florida Rate
Unbundling/Resale	Not a part of agreement.
Temporary Number Portability	\$ 1.25 res. & \$1.50 bus. - \$.50 per additional path and \$25.00 per order nonrecurring charge

** Agreement allows MCImetro to take interconnection or temporary number portability via a Commission ordered tariff or another agreement.

960228	** GTEFL - Intermedia
Interconnection	\$.011136/minute, w/105% cap
Unbundling/Resale	\$23.00 - 2-wire voice grade analog loop
Temporary Number Portability	\$1.25 res. or bus. - \$.50 per additional path and \$5.00 per order nonrecurring charge

** Approved under Federal Act.

950696, 950737, 950984, 950985	* BellSouth - FCTA, Time Warner, Intermedia, Teleport, Sprint Metro, & Continental
Interconnection	\$.01052/minute, w/105% cap
Unbundling/Resale	\$21.15 - 2-wire voice grade analog loop
Temporary Number Portability	\$1.25 res., \$1.50 bus. - \$.50 per additional path and \$25.00 per order nonrecurring charge

* Approved under state law.

960719	BellSouth - Time Warner/Digital Media Partners
Interconnection	\$0.01/minute; however, Mutual traffic exchange will apply: Months 1-6 Months 7-12 if out of balance <=\$40,000 Months 13-18 if out of balance <=\$30,000 Months 19-24 if out of balance <=\$20,000
Unbundling/Resale	No Agreement. Bell offered retail rate minus avoided costs but did not identify what the avoided costs were.
Temporary Number Portability	\$1.15 res. for 6 paths - \$.50 per additional path \$2.25 bus. for 10 paths - \$.50 per additional path No nonrecurring charge

960769	BellSouth - Intermedia
Interconnection	\$0.01028/minute w/ 105% Cap -Dedicated \$0.01056/minute w/ 105% Cap -Tandem However, Mutual traffic exchange will apply: Months 1-6 Months 7-12 if out of balance < \$40,000 Months 13-18 if out of balance < \$30,000 Months 19-24 if out of balance < \$20,000
Unbundling/Resale	<u>Unbundling:</u> \$ 2.00 - Residence Port \$ 4.50 - Business Port \$ 7.50 - PBX Trunk Port \$ 2.00 - Rotary Service \$ 0.0275/1st minute - Usage on Port \$ 0.0125/Add'l minutes - Usage on Port \$ 17.00 - Unbundled Exchange Access Loop \$140.00 - NRC 1st Loop \$ 45.00 - NRC Add'l Loop \$ 28.50 - Unbundled Inter. Office Channel \$ 1.65 - 1-08 Miles \$ 1.60 - 9-25 Miles \$ 1.55 - Over 25 Miles <u>Resale:</u> 18% off Residential Retail Rates 12% off Business Retail Rates
Temporary Number Portability	\$1.15 res. for 6 paths - \$.50 per additional path \$2.25 bus. for 10 paths - \$.50 per additional path No nonrecurring charge

960791	United/Centel - Intermedia
Interconnection	Option A - \$2,137 DS-1 Port Option B - \$.01979/minute, w/105% cap
Unbundling/Resale	\$19.05 - 2-wire voice grade analog loop
Temporary Number Portability	\$ 1.25 res. or bus. - \$.50 per additional path and \$25.00 per order nonrecurring charge

960795	BellSouth - Telephone Company of Central Florida
Interconnection	Not a part of the agreement.
Unbundling/Resale	Resale - 18% off residential retail rates. 12% off business retail rates.
Temporary Number Portability	Not a part of the agreement.

960801	United/Centel - SprintMetro
Interconnection	Option A - \$2,137 DS-1 Por. Option B - \$.01979/minute, w/105¢ cap
Unbundling/Resale	\$19.05 - 2-wire voice grade analog loop
Temporary Number Portability	\$ 1.25 res. or bus. - \$.50 per additional path and \$25.00 per order nonrecurring charge

These are the proposed agreements for this agenda:

960845	BellSouth - SouthEast
Interconnection	Not a part of the agreement.
Unbundling/Resale	Resale - 18% off residential retail rates. 12% off business retail rates.
Temporary Number Portability	Not a part of the agreement.

960852	BellSouth - Payphone Consultants, Inc.
Interconnection	Not a part of the agreement.
Unbundling/Resale	Resale - 18% off residential retail rates. 12% off business retail rates.
Temporary Number Portability	Not a part of the agreement.

960854	BellSouth - Hart Communications
Interconnection	\$0.01/minute w/ 105% Cap
Unbundling/Resale	<p>Unbundling:</p> <p>\$2.00 - Residence Port \$4.50 - Business Port \$7.50 - PBX Trunk Port \$2.00 - Rotary Service \$0.0275/1st minute - Usage on Port \$0.0125/Add'l minutes - Usage on Port</p> <p>\$ 17.00 - Unbundled Exchange Access Loop \$140.00 - NRC 1st Loop \$ 45.00 - NRC Add'l Loop</p> <p>Resale: 18% off Residential Retail Rates 12% off Business Retail Rates</p>
Temporary Number Portability	<p>Remote Call Forwarding: \$1.25 res. per # ported - \$.50 per additional path \$1.50 bus. per # ported - \$.50 per additional path \$25.00 Nonrecurring charge.</p> <p>Direct-Inward-Dial: \$ 0.01 Per number per month recurring for both res. and bus. \$ 1.00 Per number nonrecurring charge. \$25.00 Per Order nonrecurring charge.</p>

960862	BellSouth - Teleport
Interconnection	\$0.01028/minute w/ 105% Cap -Dedicated \$0.01056/minute w/ 105% Cap -Tandem However, Mutual traffic exchange will apply: Months 1-6 Months 7-12 if out of balance < \$40,000 Months 13-18 if out of balance < \$30,000 Months 19-24 if out of balance < \$20,000
Unbundling/Resale	Unbundling: \$2.00 - Residence Port \$4.50 - Business Port \$1.50 - PBX Trunk Port \$2.00 - Rotary Service \$0.0275/1st minute - Usage on Port \$0.0125/Add'l minutes - Usage on Port \$ 17.00 - Unbundled Exchange Access Loop \$140.00 - NRC 1st Loop \$ 45.00 - NRC Add'l Loop Resale: 18% off Residential Retail Rates 12% off Business Retail Rates
Temporary Number Portability	Remote Call Forwarding: \$1.15 res. for 6 paths - \$.50 per add'l path \$2.25 bus. for 10 paths - \$.50 per add'l path No nonrecurring charge. Direct-Inward-Dial: \$ 0.01 Per number per month recurring for both res. and bus. \$ 1.00 Per number nonrecurring charge. \$25.00 Per Order nonrecurring charge.

960863	BellSouth - TriComm
Interconnection	\$0.01028/minute w/ 105% Cap -Dedicated \$0.01056/minute w/ 105% Cap -Tandem However, Mutual traffic exchange will apply: Months 1-6 Months 7-12 if out of balance < \$40,000 Months 13-18 if out of balance < \$30,000 Months 19-24 if out of balance < \$20,000
Unbundling/Resale	Unbundling: \$2.00 - Residence Port \$4.00 - Business Port \$7.50 - PBX Trunk Port \$2.00 - Rotary Service \$0.0275/1st minute - Usage on Port \$0.0125/Add'l minutes - Usage on Port \$ 21.15 - Unbundled Exchange Access Loop \$140.00 - NRC 1st Loop \$ 45.00 - NRC Add'l Loop Resale: 18% off Residential Retail Rates 12% off Business Retail Rates
Temporary Number Portability	Remote Call Forwarding: \$1.25 res. per # ported - \$.50 per additional path \$1.50 bus. per # ported - \$.50 per additional path. \$25.00 Nonrecurring charge. Direct-Inward-Dial: \$ 0.01 Per number per month recurring for both res. and bus. \$ 1.00 Per number nonrecurring charge. \$25.00 Per Order nonrecurring charge.

960864	BellSouth - American MetroComm
Interconnection	<p>\$0.01028/minute w/ 105% Cap -Dedicated \$0.01056/minute w/ 105% Cap -Tandem However, Mutual traffic exchange will apply: Months 1-6 Months 7-12 if out of balance < \$40,000 Months 13-18 if out of balance < \$30,000 Months 19-24 if out of balance < \$20,000</p>
Unbundling/Resale	<p>Unbundling: \$2.00 - Residence Port \$4.50 - Business Port \$7.50 - PBX Trunk Port \$2.00 - Rotary Service \$0.0275/1st minute - Usage on Port \$0.0125/Add'l minutes - Usage on Port</p> <p>\$ 17.00 - Unbundled Exchange Access Loop \$140.00 - NRC 1st Loop \$ 45.00 - NRC Add'l Loop</p> <p>Resale: 18% off Residential Retail Rates 12% off Business Retail Rates</p>
Temporary Number Portability	<p>Remote Call Forwarding: \$1.15 res. for 6 paths - \$.50 per additional path \$2.25 bus. for 10 paths - \$.50 per additional path No nonrecurring charge.</p> <p>Direct-Inward-Dial: \$ 0.01 Per number per month recurring for both res. and bus. \$ 1.00 Per number nonrecurring charge. \$25.00 Per Order nonrecurring charge.</p>