

ORIGINAL

BELLSOUTH

BellSouth Telecommunications, Inc.

Suite 400
150 South Monroe Street
Tallahassee, FL 32301-1556

marshall.criser@bellsouth.com

Marshall M. Criser III

Vice President
Regulatory & External Affairs

850 224 7798
Fax 850 224 5073

February 17, 2003

030188-TP

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

RECEIVED-FPSC
FEB 18 PM 4:59
COMMISSION
CLERK
K

Re: Notice of the Adoption of Interconnection, Unbundling, Resale, and Collocation agreement between BellSouth Telecommunications, Inc. ("BellSouth") and Level 3 Communications, LLC by Granite Telecommunications, LLC.

Dear Mrs. Bayo:

BellSouth Telecommunications, Inc. hereby provides notice to the Florida Public Service Commission of the adoption by Granite Telecommunications, LLC of the Interconnection, Unbundling, Resale, and Collocation Agreement for the State of Florida entered into between BellSouth Telecommunications Inc. and Level 3 Communications, LLC, which was filed with this Commission in Docket No. 000907-TP.

Granite Telecommunications, LLC is adopting the agreement and all amendments (if applicable) as provided by Section 252(i) of the Telecommunications Act of 1996.

Enclosed is the original and two (2) copies of the contract between BellSouth Telecommunications, Inc. and Granite Telecommunications, LLC, for your records.

If you have any questions please do not hesitate to contact Kathleen Arant at (850) 222-9380.

Very truly yours,

Marshall M. Criser III

Regulatory Vice President

(llw)

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

146

DOCUMENT NUMBER-DATE

01686 FEB 18 03

FPSC-COMMISSION CLERK

By and Between

BellSouth Telecommunications, Inc.

And

Granite Telecommunications, LLC.

AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between Granite Telecommunications, LLC ("Granite"), a Delaware corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and;

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and;

WHEREAS, Granite has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and Level 3 Communications, LLC ("Level 3"), dated January 1, 2001 for the state(s) of Alabama, Florida, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, and;

WHEREAS, the parties wish to replace the existing Level 3 Attachment 2-UNEs rates with a new Attachment 2-UNEs rates, and;

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Granite and BellSouth hereby agree as follows:

1. Granite and BellSouth shall adopt in its entirety, less and except for the state of Georgia, the Level 3 Interconnection Agreement dated January 1, 2001 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The Level 3 Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	19
Exhibit 1	

Level 3 Interconnection Agreement dated 1/1/01	
Title Page	2
Table of Contents	1
General Terms and Conditions	26
Attachment 1	42
Attachment 2	155
Attachment 3	41
Attachment 4	67
Attachment 5	10
Attachment 6	6
Attachment 7	20
Attachment 8	2
Attachment 9	106
Attachment 10	10
Attachment 11	11
Amendment (LA Cerification ID) dated 5/24/01	2
Amendment (ATT3-Bill&Keep) dated 6/7/02	14
TOTAL	535

2. The Parties hereby agree to delete Section 5.1.3, 5.1.3.1, 5.1.3.2, and 5.1.3.3 of Attachment 3 and insert the following Section 5.1.3 and 5.1.3.1:

5.1.3 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider ("ISP") that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one LATA to an ISP server or modem in the same LATA. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction. Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 ("ISP Order on Remand"), BellSouth and Granite agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Granite that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and Granite further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Granite that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.

5.1.3.1 Neither Party shall pay compensation to the other Party for per minute of use rate elements associated with the Call Transport and Termination of ISP-bound Traffic.

3. The Parties hereby agree to delete the Exhibit A rate sheets to Attachment 3 and the Exhibit 1 rate sheets to the amendment dated 6/7/02, and replace with the rate sheet attached hereto as Exhibit 2.

4. The Parties hereby agree to delete Attachment 2-UNEs and Attachment 2, Exhibit A-LIDB, Exhibit B-CNAM Database, and Exhibit C-UNE Rates to the Level 3 Agreement dated January 1, 2001, and replace with a new Attachment 2-UNE, Exhibit A-LIDB, and Exhibit B-UNE Rates, attached hereto as Exhibit 3.

5. In the event that Granite consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Granite under this Agreement.

6. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in section 2 of the Level 3 Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2 of the Level 3 Interconnection Agreement, the effective date shall be **January 1, 2001**

7. Granite shall accept and incorporate any amendments to the Level 3 Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

8. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

CLEC Account Team
600 North 19th Street, 9th floor
Birmingham, Alabama 35203

and

General Attorney - OCU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Granite Telecommunications, LLC

Geoff Cookman
2 Adams Place, 4th Floor
Quincy, MA 02169
(617) 847-0934

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

CW Boltz
Signature
C.W. Boltz
Name
7-07-02
Date

Granite Telecommunications, LLC

Geoffrey Cookman
Signature
Geoffrey Cookman
Name
7/19/02
Date

07-10-02

5 8 8