

ORIGINAL

Legal Department

Nancy B. White  
State General Counsel - Florida

BellSouth Telecommunications, Inc.  
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(305) 347-5558

December 30, 2002

RECEIVED-FPSC  
02 DEC 30 PM 2:50  
COMMISSION  
CLERK

Mrs. Blanca S. Bayo  
Division of the Commission Clerk and  
Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

**RE: 011119-TP Petition by XO Florida, Inc. for Arbitration of  
Unresolved Issues with BellSouth Telecommunications, Inc.**

Dear Ms. Bayo:

On December 5, 2002, BellSouth Telecommunications, Inc. and XO Florida, Inc. filed its executed Arbitrated Interconnection, Unbundling, Resale and Collocation agreement for Florida Public Service Commission approval. However, in filing the aforementioned contract two pages were inadvertently omitted. Please accept the attached pages as correction of the initial filing and existing docket file.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,  
*Nancy B. White*  
Nancy B. White (KAD)

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- OTH \_\_\_\_\_

Enclosures

cc: All Parties of Record  
Marshall M. Criser III  
R. Douglas Lackey

RECEIVED & FILED

*RLM*

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

14092 DEC 30 02

FPSC-COMMISSION CLERK

**CERTIFICATE OF SERVICE**  
**Docket No. 011119-TP**

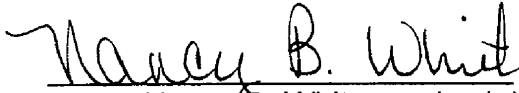
I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Electronic Mail and First Class U.S. Mail this 30th day of December, 2002 to the following:

Adam Teitzman  
Staff Counsel  
Florida Public Service Commission  
Division of Legal Services  
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Nancy B. White (KA)

**(+) Signed Protective Agreement**

**ENVIRONMENTAL AND SAFETY  
PRINCIPLES**

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

**1. GENERAL PRINCIPLES**

1.1 Compliance with Applicable Law. BellSouth and XO agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.

1.2 Notice. BellSouth and XO shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. XO should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for XO to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. XO will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the XO space with proper notification. BellSouth reserves the right to stop any XO work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by XO are owned by XO. XO will

may not self-provision CCXC on any BellSouth distribution frame, Pot Bay, DSX or LGX. XO is responsible for ensuring the integrity of the signal.

- 3.5.2 XO shall be responsible for obtaining authorization from the other CLEC(s) involved. XO must use a BellSouth Certified Supplier to place the CCXC. There will be a recurring charge per linear foot of common cable support structure used. XO-provisioned CCXC shall utilize common cable support structure. In the case of two contiguous collocation arrangements, XO may have the option of constructing its own dedicated support structure.
- 3.5.3 CCSXs that run between different enclosures at the remote site must comply with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, XO and XO's BellSouth Certified Contractor must comply with local building code requirements. XO's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. XO's BellSouth Certified Contractor shall bill XO directly for all work performed for XO pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor.

#### 4 Occupancy

- 4.1 Occupancy. BellSouth will notify XO in writing that the Remote Collocation Space is ready for occupancy. XO must notify BellSouth in writing that collocation equipment installation is complete. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice.
- 4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, XO may terminate occupancy in a particular Remote Site Location by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy.
- 4.2.1 Upon termination of occupancy, XO at its expense shall remove its equipment and other property from the Remote Collocation Space. XO shall have thirty (30) calendar days from the requested termination date to complete such removal, including the removal of all equipment and facilities of XO's Guests, unless XO's Guest has assumed responsibility for the Remote Collocation Space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date; provided, however, that XO shall continue payment of monthly fees to BellSouth until such date as XO, and if applicable XO's Guest, has fully vacated the Remote Collocation Space. Should XO or XO's Guest fail to vacate the Remote Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of XO or XO's Guest at XO's expense and with no liability for damage or injury to XO or XO's