

**BellSouth Telecommunications, Inc.**  
Suite 400  
150 South Monroe Street  
Tallahassee, FL 32301-1556

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**Marshall M. Criser III**  
Vice President  
Regulatory & External Affairs

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COMMISSION  
CLERK

030263-TP

March 14, 2003

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

Re: Notice of the Adoption of Interconnection, Unbundling, Resale, and Collocation agreement between BellSouth Telecommunications, Inc. ("BellSouth") and AT&T Communications of the Southern States, LLC d/b/a AT&T by Airface Communications, Inc..

Dear Mrs. Bayo:

BellSouth Telecommunications, Inc. hereby provides notice to the Florida Public Service Commission of the adoption by Airface Communications, Inc. of the Interconnection, Unbundling, Resale, and Collocation Agreement for the State of Florida entered into between BellSouth Telecommunications Inc. and AT&T Communications of the Southern States, LLC d/b/a AT&T, which was filed with this Commission on October 29, 2001 in Docket No. 000731-TP.

Airface Communications, Inc. 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 Airface Communications, Inc., 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 (CA)

RECEIVED & FILED

*R-V.N.*

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER - DATE

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FPSC-COMMISSION CLERK

# **BELLSOUTH® / CLEC Agreement**

***Customer Name: Airface Communications, Inc.***

Airface Communications, Inc Adoption of AT&T (FL)	2
Airface Adoption Papers-AT&T FL	3
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**By and Between**  
**BellSouth Telecommunications, Inc.**  
**And**  
**Airface Communications, Inc.**

## AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature by both Parties, ("Effective Date"), is entered into by and between Airface Communications, Inc. ("Airface"), a Florida corporation on behalf of itself and its successors and assigns, 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 such agreement;

**WHEREAS**, Airface is a telecommunications carrier providing telecommunications services in Florida; and

**WHEREAS**, Airface has requested that BellSouth make available the interconnection agreement executed between BellSouth and AT&T Communications of the Southern States, LLC ("AT&T-FL") dated October 26, 2001, for the state of Florida as provided herein.

**NOW, THEREFORE**, in consideration of the premises set forth above and promises and mutual covenants of this Agreement, Airface and BellSouth, intending to be legally bound, hereby agree as follows:

1. Except as set forth herein, Airface and BellSouth shall adopt in its entirety the AT&T-FL Interconnection Agreement dated October 26, 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. A true and correct copy of the AT&T-FL Interconnection Agreement and all amendments is attached hereto as Exhibit 1 and incorporated herein by this reference ("Adopted Interconnection Agreement"). The Adopted Interconnection Agreement as amended consists of the following:

ITEM	NO. PAGES
Adoption Papers	7
Title Page	1
Exhibit 1 – AT&T-FL Agreement	468
Exhibit 1 First Amendment-dated 4/18/2002	56
Exhibit 1 Third Amendment-dated 9/6/2002	5
Exhibit 1 Second Amendment- dated 10/16/2002	69
Exhibit 1 Fourth Amendment-dated 11/26/2002	3
TOTAL	609

2. The Parties hereby agree to delete Attachment 3-Local Interconnection, Section 5.3.1.1 of Attachment 3, as amended on April 18, 2002, and replace with new Sections 5.3.1.1 and 5.3.1.1.1 as follows:

5.3.1.1 For reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any circuit switched call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements (i.e., traffic that is exchanged over switched access trunk groups). Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body. 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.

5.3.1.1.1 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 Airface agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Airface 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 Airface further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Airface 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.

3. The Parties hereby agree to delete Attachment 3-Local Interconnection, Sections 5.3.2, 5.3.3 – 5.3.3.4, 5.3.4, and 5.3.5, as amended on April 18, 2002, and replace with new Sections 5.3.3, 5.3.4, and 5.3.5 as follows:
  - 5.3.3 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 and Local Traffic.
  - 5.3.4 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in Section 5.3.20 below.
  - 5.3.5 Left Blank Intentionally
4. The Parties hereby agree to delete the Exhibit A rate sheets to Attachment 3 and the Exhibit 1 rate sheets to the amendment dated 10/16/02, and replace with the rate sheet attached hereto as Exhibit 2
5. The Parties hereby agree to delete Attachment 4-Collocation, Section 3.1.1 as amended on April 18, 2002.
6. Attachment 8-Rights of Way will be deleted in its entirety and replaced with a new Attachment 8-Rights of Way attached hereto as Exhibit 3.
7. Attachment 9-Service Quality Measures will be deleted in its entirety and replaced with a new Attachment 9-Performance Measurements attached hereto as Exhibit 4.
8. Attachment 13-BAPCO Agreement will be deleted in its entirety.
9. Notwithstanding any prior agreement by the parties, the terms, conditions, and prices of this Agreement, shall not be applied retroactively to the expiration date of the previous Agreement.

10. In the event that there is more than one signatory for each party, each signatory for each party shall be jointly and severally liable for the obligations of all signatories for such party under this Agreement.
11. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in section 2.1 of the AT&T-FL Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2.1 of the AT&T-FL Interconnection Agreement, the effective date shall be October 26, 2001.
12. To the extent required under the Adopted Interconnection Agreement, BellSouth and Airface shall negotiate and execute any amendments to the AT&T-FL Interconnection Agreement which may be required as a result of any final judicial, regulatory, or legislative action.
13. 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.**

BellSouth Local Contract Manager  
600 North 19<sup>th</sup> Street, 8<sup>th</sup> floor  
Birmingham, Alabama 35203

and

ICS Attorney  
Suite 4300  
675 W. Peachtree St.  
Atlanta, GA 30375

**Airface Communications, Inc.**

Airface Communications, Inc.  
Andrew Massias  
123 NW 13<sup>th</sup> Street, Suite 214-5  
Boca Raton, FL 33432

561.392.9422 voice  
561.368.3754 fax

Andrew@airface.com Email

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.

14. Upon execution of this Agreement, with the cooperation of Airface, BellSouth shall file this Agreement with the Commission pursuant to the requirements of Section 252 of the Act in accordance with BellSouth's ordinary filing procedure for interconnection agreements, and the Parties shall share equally any filing fees therefore. Should the Commission deny approval of the Agreement or any part thereof, the Parties agree to consider whether any additional and appropriate efforts are necessary to gain approval of said part or this Agreement. If it is mutually determined that a part of this Agreement must be renegotiated to gain approval by the Commission, the Parties agree to do so on an expedited basis. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as Airface is duly certified as a local exchange carrier in such state.



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed through their duly authorized representatives.

BellSouth Telecommunications, Inc.

*[Handwritten Signature]*  
Signature

ELIZABETH R. ASTROWSKI  
Name

Director  
Title

2/25/03  
Date

Airface Communications, Inc.

*[Handwritten Signature]*  
Signature

ANDREW MASSIAS  
Name

CEO  
Title

2-20-03  
Date

**Exhibit 1**

LOCAL INTERCONNECTION - Florida										Attachment: 3		Exhibit. A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
<b>LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)</b>															
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
<b>TANDEM SWITCHING</b>															
	Tandem Switching Function Per MOU			OHD		0.0008019bk									
	Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		0.0008019									
	Tandem Intermediary Charge, per MOU*			OHD		0.0015									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
<b>TRUNK CHARGE</b>															
	Installation Trunk Side Service - per DS0			OHD	TPP++		336.43bk	57.38bk							
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00									
	Dedicated End Office Trunk Port Service-per DS1**			OH1	OH1MS	TDE1P	0.00								
	Dedicated Tandem Trunk Port Service-per DS0**			OHD		TDW0P	0.00								
	Dedicated Tandem Trunk Port Service-per DS1**			OH1	OH1MS	TDW1P	0.00								
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
<b>COMMON TRANSPORT (Shared)</b>															
	Common Transport - Per Mile, Per MOU			OHD		0.0000035bk									
	Common Transport - Facilities Termination Per MOU			OHD		0.0004372bk									
<b>LOCAL INTERCONNECTION (DEDICATED TRANSPORT)</b>															
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT</b>															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0091bk									
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	25.32bk	47.35bk	31.78bk	18.31bk	7.03bk					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0091bk									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	18.44bk	47.35bk	31.78bk	18.31bk	7.03bk					
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0091bk									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	18.44bk	47.35bk	31.78bk	18.31bk	7.03bk					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.1856bk									
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	88.44bk	105.54bk	96.47bk	21.47bk	19.05bk					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	3.87bk									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	107.1bk	335.46bk	219.28bk	72.03bk	70.56bk					
<b>LOCAL CHANNEL - DEDICATED TRANSPORT</b>															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	19.66bk	265.84bk	46.97bk	37.63bk	4bk					
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	20.45bk	266.54bk	47.67bk	44.22bk	5.33bk					
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	36.49bk	216.65bk	183.54bk	24.3bk	16.95bk					
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	531.91bk	556.37bk	343.01bk	139.13bk	96.84bk					
<b>LOCAL INTERCONNECTION - VIRTUAL INTERCONNECTION POINT</b>															
	Local Channel-Dedicated- DS3 - per month			BP3	BP3LC	531.91	556.37	343.01	139.13	96.84					
	Interoffice Channel - Dedicated transport - DS3 per mile per month			BP3	1L5BP	3.87									
	Interoffice Channel - Dedicated transport - DS3 facility termination per month			BP3	1L5BP	1,071.00	335.46	219.28	72.03	70.56					
<b>LOCAL INTERCONNECTION MID-SPAN MEET</b>															
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00								
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00								
<b>MULTIPLEXERS</b>															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	146.77	101.42	71.62	11.09	10.49					

LOCAL INTERCONNECTION - Florida										Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	211.19	199.28	118.64	40.34	39.07					
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	13.76	10.07	7.08							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															

**Attachment 8**

**Rights-of-Way, Conduits and Pole Attachments**

## **Rights-of-Way, Conduits and Pole Attachments**

Upon Airface's request, BellSouth will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a license agreement subsequently negotiated in good faith between Airface and BellSouth. Such request shall be directed to BellSouth's Competitive Structure Provisioning Center. Pursuant to and subject to the limitations contained in Section 252(i) of the Act, Airface may also adopt any license agreement entered into between any other Telecommunications carrier and BellSouth.

**ATTACHMENT 9**

**PERFORMANCE MEASUREMENTS**

## **PERFORMANCE MEASUREMENTS**

The Commission previously adopted Performance Measures for BellSouth in Commission Order No. PSC-02-0187-FOF-TP (issued February 12, 2002) by approving the BellSouth Service Quality Measurement Plan (SQM), issued January 23, 2002. Upon the Commission's issuance of an Order changing or modifying such Performance Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement such changes or modifications to such Performance Measurements as of the date specified by the Commission. Performance Measurements that have been Ordered in a particular state can currently be accessed via the internet at <https://pmap.bellsouth.com>.