

ORIGINAL

BellSouth Telecommunications, Inc.
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150 South Monroe Street
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Marshall M. Criser III
Vice President
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April 21, 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

030353-TP

RECEIVED- FPSC
03 APR 21 PM 4: 47
COMMISSION
CLERK

Re: Notice of the Adoption of Interconnection, Unbundling, Resale, and Collocation agreement with modifications between BellSouth Telecommunications, Inc. ("BellSouth") and Interconnection, Unbundling, Resale, and Collocation by Myatel Corporation.

Dear Mrs. Bayo:

BellSouth Telecommunications, Inc. hereby provides notice to the Florida Public Service Commission of the adoption by Myatel Corporation of the Interconnection, Unbundling, Resale, and Collocation Agreement with modifications for the State of Florida entered into between BellSouth Telecommunications Inc. and Interconnection, Unbundling, Resale, and Collocation, which was filed with this Commission on October 29, 2001 in Docket No. 000731-TP.

Myatel Corporation is adopting the agreement and all amendments (if applicable), with modifications 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 Myatel Corporation, 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 *(LVA)*

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER DATE

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FPSC-COMMISSION CLERK

BELLSOUTH® / CLEC Agreement

Customer Name: Myatel Corporation

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By and Between
BellSouth Telecommunications, Inc.
And
Myatel Corporation

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 Myatel Corporation ("Myatel"), 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, Myatel has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and AT&T Communications of the Southern States, Inc., d/b/a AT&T dated 10/26/2001 for the state of Florida.

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

1. Myatel and BellSouth shall adopt with the exceptions noted in items 2 through 24 the AT&T Communications of the Southern States, Inc., d/b/a AT&T Interconnection Agreement dated 10/26/2001 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. The AT&T Communications of the Southern States, Inc., d/b/a AT&T Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendments consists of the following:

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2. The Preface in the Agreement Section is replaced in its entirety with the following:

“This Agreement which shall become effective as of thirty (30) calendar days after the date of the final signature on this document, is entered into by and between Myatel Corporation (“Myatel”), a Delaware corporation, and BellSouth Telecommunications, Inc. (“BellSouth”), a Georgia corporation. This Agreement may refer to either BellSouth or Myatel or both as a “Party” or “Parties”.”

3. The Parties agree to add the following as Section 17.3 in the Agreement
Section:

“Notwithstanding the foregoing, BellSouth may provide Myatel notice via Internet posting of price changes and changes to the terms and conditions of services available for resale per Florida Statute Sec. 364.0515 A. BellSouth will post changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted to BellSouth’s web site, and any other information of general applicability to CLECs.”

4. Section 2.2 of the General Terms and Conditions is replaced in its entirety with the following:

“The Parties agree that by no earlier than two hundred and seventy (270) calendar days and no later than one hundred and eighty (180) calendar days prior to the expiration of this Agreement, they may commence negotiations for a subsequent agreement (“Subsequent Agreement”) with regard to the terms, conditions and obligations contained in this Agreement.”

5. The Parties agree to delete Section 3.23 of Attachment 1 in its entirety.

6. Section 5.3.1.1 from Attachment 3 “Local Interconnection” is replaced in its entirety with the following:

“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.”

7. The Parties agree to add the following as Section 5.3.1.1.1 to Attachment 3 “Local Interconnection”:

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

8. The Parties hereby agree to delete from Attachment 3 “Local Interconnection” Sections 5.3.3 through 5.3.3.4, 5.3.4 and 5.3.5 and to replace them 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 the 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.”

9. Exhibit A of Attachment 3 “Local Interconnection” is replaced in its entirety with Exhibit 2.

10. Section 2.2.2 of Attachment 4 “Collocation” is replaced in its entirety with the following:

“BellSouth will respond to a request for a particular Premises within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an application fee will be billed by BellSouth on the date that BellSouth makes an Application Response. When BellSouth’s Application Response includes an amount of space less than that requested by Myatel or differently configured, if Myatel decides to accept the available space, Myatel must amend its application to reflect the actual space available prior to submitting a BFFO.”

11. The Parties agree to delete Section 3.1.1 of Attachment 4 "Collocation".
12. Section 4.2 of Attachment 4 "Collocation" is replaced in its entirety with the following:

Occupancy. BellSouth will notify Myatel in writing that the Collocation Space is ready for occupancy ("Space Ready Date"). Myatel will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying Myatel that the Collocation Space is ready for occupancy. BellSouth will correct any deviations to Myatel's original or jointly amended requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame, and BellSouth shall establish a new Space Ready Date. Another acceptance walkthrough will then be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to those items identified in the initial walkthrough. If Myatel has met the fifteen (15) calendar day interval(s), billing will begin upon the date of Myatel's acceptance of the Collocation Space ("Space Acceptance Date"). In the event that Myatel fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Collocation Space shall be deemed accepted by Myatel on the Space Ready Date and billing will commence from that date. Myatel must place operational telecommunications equipment in the Collocation Space and begin either receiving access to Network Elements or interconnecting with BellSouth's network within one hundred and eighty (180) calendar days after receipt of such notice. Myatel must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. If Myatel fails to place operational telecommunications equipment in the Collocation Space within one hundred and eighty (180) calendar days and such failure continues for a period of thirty (30) calendar days after receipt of written notice from BellSouth, then BellSouth may, upon thirty (30) calendar days written notice, request Myatel to return the space. Myatel is not required to return the space if, within that thirty (30) calendar day period: (1) Myatel utilizes the space by placing equipment in the space; (2) Myatel provides BellSouth a legitimate business plan within fifteen (15) calendar days showing its intent to utilize the space within forty-five (45) calendar days of submitting the business plan; or (3) Myatel enters into a sharing relationship for its space pursuant to Section 3.3 of this Attachment. In the event that Myatel does not satisfy any of the foregoing conditions, its right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to Myatel with respect to said Collocation Space. However, for good cause

shown, Myatel may request and BellSouth will grant an extension of up to thirty (30) calendar days, unless otherwise mutually agreed to by the parties. Termination of Myatel's rights to the Collocation Space pursuant to this section shall not operate to release Myatel from its obligation to reimburse BellSouth for all unpaid costs reasonably incurred by BellSouth pursuant to Section 4.2.2 of this Attachment in preparing the Collocation Space, but rather such obligation shall survive this Attachment. For purposes of this Section, Myatel's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision."

13. Section 6.4.3 of Attachment 4 "Collocation" is replaced in its entirety with the following:

"Acceptance Walkthrough. Myatel will schedule and complete an acceptance walkthrough of each Collocation Space requested with BellSouth within fifteen (15) calendar days of BellSouth's notification to Myatel that the collocation space is ready for occupancy. BellSouth will correct any deviations to Myatel's original or jointly amended requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame."

14. Section 6.7 of Attachment 4 "Collocation" is replaced in its entirety with the following:

"Power. BellSouth shall supply -48 Volt (-48V) Direct Current ("DC") power, including back-up power, for Myatel's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at Myatel's option within the Premises. The power provided to AT&T by BellSouth shall be at least equal in quality and service level as that which is provided by BellSouth to itself or to any third party. BellSouth will revise recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by Myatel's BellSouth Certified Vendor. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from Myatel certifying the completion of the power reduction, including the removal of any required power cabling by Myatel's BellSouth Certified Vendor."

15. Section 6.7.1 of Attachment 4 "Collocation" is replaced in its entirety with the following:

"When obtaining AC power from a BellSouth Service Panel, fuses and power cables must be engineered (sized) and installed by Myatel's BellSouth Certified Vendor. Myatel's BellSouth Certified Vendor must also provide a copy of the engineering power specification prior to the

Commencement Date. When obtaining power from a BellSouth Battery Distribution Fuse Bay, fuses and power cables (A&B) must be engineered (sized) and installed by Myatel's BellSouth Certified Vendor. Electrical engineering standards require that the fuse positions for power feeders must exceed the actual drain (or expected consumption) by 50%. When obtaining power from a BellSouth Power Board, power cables (A&B) must be engineered (sized) and installed by Myatel's BellSouth Certified Vendor. Myatel's BellSouth Certified Vendor must also provide a copy of the engineering power specification prior to the Commencement Date. BellSouth may be required to construct additional DC power plant or upgrade the existing DC power plant in a Premises as a result of Myatel's request to collocate in that Premises ("Power Plant Construction"). The determination of whether Power Plant Construction is necessary shall be within BellSouth's sole, but reasonable, discretion. Myatel's BellSouth Certified Vendor shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia and ANSI Standards regarding power cabling, including Telcordia Network Equipment Building System (NEBS) Standard GR-63-CORE."

16. Section 7.1 of Attachment 4 "Collocation" is replaced in its entirety with the following:

"Recurring Charges. If Myatel has met the applicable fifteen (15) calendar day walkthrough interval(s) specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event that Myatel fails to complete an acceptance walkthrough within the applicable fifteen (15) calendar day interval(s), billing for recurring charges will commence on the Space Ready Date. If Myatel occupies the space prior to the Space Ready Date, the date Myatel occupies the space becomes the new Space Acceptance Date and billing for recurring charges begin on that date."

17. The Parties agree to delete Section 7.2 of Attachment 4 "Collocation" in its entirety.

18. Section 1.1.7 of Attachment 6 "CONNECTIVITY BILLING AND RECORDING" is replaced in its entirety with the following:

"Deposit Policy. Myatel shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security. Any such security deposit shall

in no way release Myatel from its obligation to make complete and timely payments of its bill. Myatel shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security. Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event Myatel fails to remit to BellSouth any deposit requested pursuant to this Section, service to Myatel may be terminated in accordance with the terms of Section 1.17 of this Attachment, and any security deposits will be applied to Myatel's account(s). In the event Myatel defaults on its account, service to Myatel will be terminated and any security deposits will be applied to Myatel's account."

19. Attachment 8 "RIGHTS-OF-WAY ("ROW"), CONDUITS, AND POLE ATTACHMENTS" is replaced in its entirety with the following:

"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 with BellSouth's Competitive Structure Provisioning Center."

20. Attachment 9 "Service Quality Measurements" is replaced in its entirety with the following:

"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>."

21. The Parties agree to delete Attachment 13 "BAPCO AGREEMENT" in its entirety.

22. In the event that Myatel 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 Myatel under this Agreement.

23. 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 Communications of the Southern States, Inc., d/b/a AT&T Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2.1 of the AT&T Communications of the Southern States, Inc., d/b/a AT&T Interconnection Agreement, the effective date shall be 10/26/2001.

24. Myatel shall accept and incorporate any amendments to the AT&T Communications of the Southern States, Inc., d/b/a AT&T Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

25. 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 19th Street, 8th Floor
Birmingham, Alabama 35203

and

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

Myatel Corporation

JP DeJoubner
Myatel Corporation
7154 N. University Drive #142
Tamarac, FL 33321

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.

Myatel Corporation

By: Elizabeta R.A. Sitiroishi

By: [Signature]

Name: ELIZABETH R.A. SITIROISHI

Name: JP. DE TOUGNER

Title: DIRECTOR

Title: COO

Date: 3/5/03

Date: FEBRUARY 26, 2003

LOCAL INTERCONNECTION - Florida										Attachment: 3		Exhibit: A					
CATEGORY	RATE ELEMENTS	Inter m	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	OSS Rates(\$)				
													Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring First	Nonrecurring Add'l
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
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.																	
TANDEM SWITCHING																	
	Tandem Switching Function Per MOU			OHD		0.0006019bk											
	Multiple Tandem Switching, per MOU (applies to intal tandem only)			OHD		0.0006019											
	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.																	
TRUNK CHARGE																	
	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																	
COMMON TRANSPORT (Shared)																	
	Common Transport - Per Mile, Per MOU			OHD		0.0000035bk											
	Common Transport - Facilities Termination Per MOU			OHD		0.0004372bk											
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																	
	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	98.47bk	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	1071bk	335.46bk	219.28bk	72.03bk	70.56bk							
LOCAL CHANNEL - DEDICATED TRANSPORT																	
	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							
LOCAL INTERCONNECTION MID-SPAN MEET																	
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										
MULTIPLEXERS																	
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	146.77	101.42	71.62	11.09	10.49							
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	211.19	199.28	118.64	40.34	39.07							
	DS3 interface Unit (DS1 COC) 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.																	