

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

RECEIVED - FPSC
03 APR 21 PM 4:45
COMMISSION
CLERK

April 21, 2003

D30356 - 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

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

Dear Mrs. Bayo:

BellSouth Telecommunications, Inc. hereby provides notice to the Florida Public Service Commission of the adoption by Metropolitan Telecommunications of Florida, Inc. d/b/a MetTel of the Interconnection, Unbundling, Resale, and Collocation Agreement with modifications 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.

Metropolitan Telecommunications of Florida, Inc. d/b/a MetTel 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 Metropolitan Telecommunications of Florida, Inc. d/b/a MetTel, for your records.

RECEIVED & FILED
ih
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER - DATE

03638 APR 21 8

FPSC-COMMISSION CLERK

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

(KAP)

BELLSOUTH / CLEC Agreement

Customer Name: Metropolitan Telecommunications of Florida, Inc.

Metropolitan Telecommunications of Florida, Inc. dba MetTel	2
Adoption_Papers	3
Exhibit_2-Attach3_Bill_and_Keep_Rates	10
Exhibit_3-Attachment_8-ROW	12
• Exhibit_4-Performance_Measures	14

By and Between

BellSouth Telecommunications, Inc.

And

**Metropolitan Telecommunications of Florida, Inc.
d/b/a MetTel**

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 Metropolitan Telecommunications of Florida, Inc. d/b/a MetTel ("MetTel"), a Delaware 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, MetTel is a telecommunications carrier providing telecommunications services in Florida; and

WHEREAS, MetTel 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, MetTel and BellSouth, intending to be legally bound, hereby agree as follows:

1. Except as set forth herein, MetTel 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 MetTel agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or MetTel 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 MetTel further agree to the rebuttable

presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or MetTel 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 Attachment 3-Exhibit A rate sheets in the Second Amendment dated 10/16/02-Exhibit 1 rate sheets, and replace with the Attachment 3-Exhibit A rate sheets 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. 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.
10. 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.

11. To the extent required under the Adopted Interconnection Agreement, BellSouth and MetTel 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.
12. 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

**Metropolitan Telecommunications of Florida, Inc.
d/b/a MetTel**

Sam Vogel
Metropolitan Telecommunications
44 Wall Street, 14th Floor
New York, NY 10005
(212) 607-2010
Fax: (212) 635-5092

and

Robert J. Aamoth
Andrew M. Klein
Counsel to Metropolitan Telecommunications
Kelley Drye & Warren LLP
1200 19th Street, NW
Washington, DC 20036
(202) 955-9600
Fax: (202) 955-9792

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.

13. Upon execution of this Agreement, with the cooperation of MetTel, 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 MetTel 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.

Metropolitan
Telecommunications of Florida,
Inc. d/b/a MetTel

Elizabeth R. Ashurabi
Signature

David Menow
Signature

ELIZABETH R. ASHURABI
Name

David Menow
Name

Director
Title

President
Title

2/18/03
Date

2/12/03
Date

Exhibit 1
AT&T-FL Agreement

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-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates(\$)	
							SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
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 intial 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	335.45bk	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 - VIRTUAL INTERCONNECTION POINT												
	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		
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		

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						
										OSS Rates(\$)					
										SOME C	SOMAN	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 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.															

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

Upon MetTel'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 MetTel 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, MetTel may also adopt any license agreement entered into between any other Telecommunications carrier and BellSouth.

PERFORMANCE MEASUREMENTS

The Florida Commission has 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) version 2.0, dated January 23, 2002. In accordance with the terms of the BellSouth/AT&T Agreement adopted by MetTel, the Commission order implementing the SQM supercedes the Agreement's Service Quality Measures Attachment (Attachment 9) and therefore replaces the list of Service Quality Measures applicable to the Agreement.

Upon the Commission's issuance of an Order changing or modifying such Performance Measurements, BellSouth shall implement such changes or modifications to such Performance Measurements as of the date specified by the Commission. BellSouth shall maintain an up-to-date set of Performance Measurements and SQM on the internet at <https://pmap.bellsouth.com>, which shall be accessible to MetTel.