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

marshall.criser@bellsouth.com

April 22, 2003

Marshall M. Criser III Vice President Regulatory & External Affairs 850 224 7798 Fax 850 224 5073 Fax 850 50

BELLSOUTH

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 Global Dialtone, Inc..

RIGINAL

Dear Mrs. Bayó:

BellSouth Telecommunications, Inc. hereby provides notice to the Florida Public Service Commission of the adoption by Global Dialtone, Inc. 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.

Global Dialtone, Inc. 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 Global Dialtone, Inc., for your records.

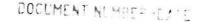
If you have any questions please do not hesitate to contact Kathleen Arant at (850) 222-9380.

Very truly yours,

M. (riser II

Regulatory Vice President (

RECEIVED & FILED



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# Global Dialtone, Inc. Adoption of AT&T Communications - FL

Adoption Papers	3
Exhibit 2	13

## By and Between

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# **BellSouth Telecommunications, Inc.**

### And

### **Global Dialtone, Inc.**

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### 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 Global Dialtone, Inc. ("Global Dialtone"), a Florida 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, Global Dialtone 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, Global Dialtone and BellSouth hereby agree as follows:

1. Global Dialtone and BellSouth shall adopt with the exceptions noted in items 2 through 21 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:

ITEM	NO. PAGES
Adoption Papers	10
Title Page	1
Table of Contents	2
Agreement	1
General Terms and Conditions & Exhibit A	43
Attachment 1	19
Attachment 1 Rates	1
Attachment 2	87

Attachment 2 Rates	21
Attachment 2 Exhibit B	3
Attachment 3	29
Attachment 3 Rates	2
Attachment 3 Exhibit B	7
Attachment 3 Exhibit C - F	4
Attachment 4	38
Attachment 4 Rates	2
Attachment 5	13
Attachment 5 Exhibit A	1
Attachment 5 Exhibit A Guide	64
Attachment 5 Rates	1
Attachment 6	43
Attachment 7	11
Attachment 7 Rates	1
Attachment 8	39
Attachment 9	4
Attachment 10	5
Attachment 11	9
Attachment 12	2
Attachment 13	1
Attachment 13 BAPCO	12
AT&T Communications of the Southern States,	56
Inc. dba AT&T: First Amendment – Attachment 3.	
ISP. CLEC to CLEC Conversion and Collocation	
dated 4/18/2002	
AT&T FL – Port Amendment dated 9/6/2002	5
AT&T Communications of the Southern States,	70
Inc Amendment to add FL ordered rates dated	
10/16/2002	
AT&T FL – CFA Resends Amendment dated	3
11/26/2002	
TOTAL	610

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 Global Dialtone Corporation ("Global Dialtone"), a Florida corporation, and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation. This Agreement may refer to either BellSouth or Global Dialtone 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 Global Dialtone 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 Global Dialtone agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Global Dialtone 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 Global Dialtone further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Global Dialtone 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 5.3.2, 5.3.3 through 5.3.3.4, 5.3.4 and 5.3.5 and to replace them with new Sections 5.3.2, 5.3.3, 5.3.4 and 5.3.5 as follows:

"5.3.2 Left Blank Intentionally.

5.3.3 The Parties shall provide for the mutual and reciprocal recovery of the costs for the elemental functions performed in transporting and terminating Local Traffic on each other's network. The Parties agree that charges for transport and termination of calls on its respective networks are as set forth in Exhibit A to this Attachment.

5.3.4 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.

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 Global Dialtone or differently configured, if Global Dialtone decides to accept the available space, Global Dialtone 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 Global Dialtone in writing that the Collocation Space is ready for occupancy ("Space Ready Date"). Global Dialtone will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying Global Dialtone that the Collocation Space is ready for occupancy. BellSouth will correct any deviations to Global Dialtone'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 followup acceptance walkthrough will be limited to those items identified in the initial walkthrough. If Global Dialtone has met the fifteen (15) calendar day interval(s), billing will begin upon the date of Global Dialtone's acceptance of the Collocation Space ("Space Acceptance Date"). In the event that Global Dialtone fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Collocation Space shall be deemed accepted by Global Dialtone on the Space Ready Date and billing will commence from that date. Global Dialtone 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. Global Dialtone must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. If Global Dialtone 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 Global Dialtone to return the space. Global Dialtone is not required to return the space if, within that thirty (30) calendar day period: (1) Global Dialtone utilizes the space by placing equipment in

the space; (2) Global Dialtone 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) Global Dialtone enters into a sharing relationship for its space pursuant to Section 3.3 of this Attachment. In the event that Global Dialtone does not satisfy any of the foregoing conditions, its right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to Global Dialtone with respect to said Collocation Space. However, for good cause shown, Global Dialtone 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 Global Dialtone's rights to the Collocation Space pursuant to this section shall not operate to release Global Dialtone 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, Global Dialtone'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:

"<u>Acceptance Walkthrough</u>. Global Dialtone will schedule and complete an acceptance walkthrough of each Collocation Space requested with BellSouth within fifteen (15) calendar days of BellSouth's notification to Global Dialtone that the collocation space is ready for occupancy. BellSouth will correct any deviations to Global Dialtone'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:

"<u>Power</u>. BellSouth shall supply -48 Volt (-48V) Direct Current ("DC") power, including back-up power, for Global Dialtone's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at Global Dialtone'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 Global Dialtone'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 Global Dialtone certifying the completion of the power reduction, including the removal of any required power cabling by Global Dialtone'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 Global Dialtone's BellSouth Certified Vendor. Global Dialtone'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 Global Dialtone'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 Global Dialtone's BellSouth Certified Vendor. Global Dialtone'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 Global Dialtone'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. Global Dialtone'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:

"<u>Recurring Charges.</u> If Global Dialtone 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 Global Dialtone 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 Global Dialtone occupies the space prior to the Space Ready Date, the date Global Dialtone 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, Global Dialtone 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 Global Dialtone from its obligation to make complete and timely payments of its bill. Global Dialtone 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 and/or file a Uniform Commercial Code (UCC-1) security interest in Global Dialtone's "accounts receivables and proceeds." In determining whether a security deposit is required, BellSouth will review Global Dialtone's Dun & Bradstreet rating and report details. Global Dialtone may be deemed to have satisfactory credit if it rates 5.0 or better on the Dun & Bradstreet Risk Assessment Monitor. In addition, in determining Global Dialtone's credit worthiness, Bellsouth evaluates factors such as Global Dialtone's payment history with BellSouth and payment history with others as available; the number of years Global Dialtone has been in business; Global Dialtone's management history and managers' length of service with Global Dialtone; liens, suits and judgments against Global Dialtone; UCC-1 filings against Global Dialtone's assets; and to the extent available. Global Dialtone's financial information. Upon the conclusion of this evaluation, if BellSouth continues to insist on additional security, at Global Dialtone's written request, BellSouth will provide an explanation in writing to Global Dialtone justifying the decision for additional deposit. 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 Global Dialtone fails to remit to BellSouth any deposit requested pursuant to this Section, service to Global Dialtone may be terminated in accordance with the terms of Section 1.17 of this Attachment, and any security deposits will be applied to Global Dialtone 's account(s). In the event Global Dialtone

defaults on its account, service to Global Dialtone will be terminated and any security deposits will be applied to Global Dialtone'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 Global Dialtone 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 Global Dialtone 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. Global Dialtone 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 19<sup>th</sup> Street, 8<sup>th</sup> Floor Birmingham, Alabama 35203

and

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

#### **Global Dialtone Corporation**

Victor Graham Global Dialtone, Inc. 533 SE Nome Drive Port St. Lucie, FL 34984

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.

By:

Name: ELIEASETH R.A SHIRDISHI

Title:

Date:

Global Dialtone, Inc.

Bv:

ICTOR GRAHAM Name: 1

Title: P

2003 Date:

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13 of 13