

ORIGINAL

040612-TP
BELLSOUTH

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

marshall.criser@bellsouth.com

Marshall M. Criser III
Vice President
Regulatory & External Affairs

840 224 7798
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RECEIVED PHSO
JUN 25 PM 4:40
COMMISSION
CLERK

June 25, 2004

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 existing Interconnection, Unbundling, Resale and Collocation agreement with modifications between BellSouth Telecommunications, Inc. ("BellSouth") and AT&T of the Southern States d/b/a AT&T by ANEW Broadband, Inc.

Dear Mrs. Bayo:

BellSouth Telecommunications, Inc. hereby provides notice to the Florida Public Service Commission of the adoption by ANEW Broadband, 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 of the Southern States d/b/000731-TP.

ANEW Broadband, 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 are the original and two (2) copies of the contract between BellSouth Telecommunications, Inc. and ANEW Broadband, Inc, for your records.

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

Very truly yours,

Marshall M Criser III / R
Regulatory Vice President

RECEIVED & FILED

AS
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER DATE

07020 JUN 25 04

FPSC-COMMISSION CLERK

ORIGINAL

BELLSOUTH® / CLEC Agreement

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DOCUMENT NUMBER-DATE

07020 JUN 25 04

Note: This page is not part of the actual signed contract/amendment, but is present for record keeping purposes only.

FPSC-COMMISSION CLERK

By and Between
BellSouth Telecommunications, Inc.
And
ANEW BROADBAND, INC.

AGREEMENT

This Agreement, which shall become effective twenty (20) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between ANEW Broadband, Inc., 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, ANEW Broadband, Inc. has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and AT&T Communications of the Southern States, LLC. dated October 26, 2001 for the state of Florida.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, ANEW Broadband, Inc. and BellSouth hereby agree as follows:

1. ANEW Broadband, Inc. and BellSouth shall adopt in its entirety, except for those items identified in Paragraphs 2. - 7, the AT&T Communications of the Southern States, LLC. 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. The AT&T Communications of the Southern States, LLC. Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

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2. The Parties agree to delete Attachment 1, Section 3.23 in its entirety and replace it with the following:

“Notwithstanding the foregoing, BellSouth may provide ANEW Broadband, Inc. notice via Internet posting of price changes and changes to the terms and conditions of services available for resale per Commission Orders.”

3. Attachment 6, Connectivity Billing and Recording, Sections 1.1.7 to 1.1.7.7, are hereby deleted in their entirety and replaced with a new Section 1.1.7, Deposit Policy, as set forth in Exhibit 2 attached hereto and incorporated herein by this reference.
4. The Parties agree to delete Section 5.3.1.1, 5.3.2, 5.3.3 – 5.3.3.4, 5.3.4, 5.3.5, 5.3.10 and 5.3.11 as amended on April 18, 2002, and replace with the following:

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 ANEW Broadband, Inc. agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or ANEW Broadband, Inc. 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 ANEW Broadband, Inc. further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or ANEW Broadband, Inc. 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.
- 5.3.3 The Parties agree that charges for transport and termination of Local Traffic on their 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.
- 5.3.5 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.
- 5.3.10 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the

end-to-end points of the call) or in which the Parties' Switched Access Services are used for the origination or termination of the call, shall not be considered Local Traffic or ISP-bound Traffic. If the BellSouth end user chooses ANEW Broadband, Inc. as their presubscribed interexchange carrier, or if the BellSouth end user uses ANEW Broadband, Inc. as an interexchange carrier on a 101XXXX basis, BellSouth will charge ANEW Broadband, Inc. the appropriate BellSouth tariff charges for originating switched access services. Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call.

- 5.3.11 If ANEW Broadband, Inc. assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to ANEW Broadband, Inc. end users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a ANEW Broadband, Inc. customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, ANEW Broadband, Inc. agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to ANEW Broadband, Inc. at BellSouth's switched access tariff rates.
- 5.3.11.1 If ANEW Broadband, Inc. does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole ANEW Broadband, Inc. NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if ANEW Broadband, Inc. can provide sufficient information for BellSouth to determine whether or not said traffic is Local Traffic.
5. The Parties agree to delete the rates in Attachment 3 in their entirety and replace with the rates as set forth in Exhibit 3 attached hereto and incorporated herein by this reference.
 6. The Parties agree to delete in its entirety Attachment 8, Rights of Way (ROW), Conduits, and Pole Attachment, and replace with Exhibit 4 attached hereto and incorporated herein by this reference. ANEW Broadband, Inc. will negotiate its own Attachment 8 with the appropriate representative.
 7. The Parties agree to delete in its entirety Attachment 13, BAPCO Agreement and ANEW Broadband, Inc. will negotiate its own Attachment 13 with the appropriate representative.
 8. In the event that ANEW Broadband, Inc. 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 ANEW Broadband, Inc. under this Agreement.

9. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 2 of the General Terms and Conditions of the Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 2 of the General Terms and Conditions Interconnection Agreement, the effective date shall be October 26, 2001.
10. ANEW Broadband, Inc. shall accept and incorporate any amendments to the AT&T Communications of the Southern States, LLC. Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.
11. 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

ANEW Broadband, Inc.

ANEW Broadband, Inc.
Ariel Musibay
5225 NW 87th Ave, Suite 100
Miami, Florida 33178
Phone: 786-539-5111

Joseph Isaacs, President
ISG –Telecom Consultants
838 Village Way, Suite 1200
Palm Harbor, FL 34683
(727) 738-5553
(727) 738-5554 fax

email: isaacs@isg-telecom.com

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 the day and year written below.

BellSouth Telecommunications, Inc.

ANEW BROADBAND, INC.

By: 

By:

Name: Elizabeth R. A. Skowronski

Name: Ariel Mosibary

Title: Director

Title: COO

Date: 7/1/03

Date: 6/30/03

Exhibit 1
AT&T Communications of the Southern States, LLC
Florida

Attachment 6 – CONNECTIVITY BILLING AND RECORDING

1.1.7 Deposit Policy. ANEW Broadband, Inc. 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 ANEW Broadband, Inc. from its obligation to make complete and timely payments of its bill. ANEW Broadband, Inc. 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 ANEW Broadband, Inc.' "accounts receivables and proceeds." 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 ANEW Broadband, Inc. fails to remit to BellSouth any deposit requested pursuant to this Section, service to ANEW Broadband, Inc. may be terminated, and any security deposits will be applied to ANEW Broadband, Inc.' account(s). In the event that ANEW Broadband, Inc. defaults on its account, service to ANEW Broadband, Inc. will be terminated, and any security deposits held will be applied to its account.

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(\$)					
							First	Add'l	First							Add'l	SOMEK	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.																					
END OFFICE SWITCHING																					
	End Office Switching Function, Per MOU					0.0009302															
TANDEM SWITCHING																					
	Tandem Switching Function Per MOU			OHD		\$0.0006019															
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		\$0.0006019															
TRUNK CHARGE																					
	Installation Trunk Side Service - per DS0			OHD	TPP++	21.73bk	8.19bk														
	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		0.0000035															
	Common Transport - Facilities Termination Per MOU			OHD		0.0004372															
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 Tranport - 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	1071.00bk	335.48bk	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	4.00bk											
	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	24.30bk	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														
MULTIPLXERS																					
	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.																					

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

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.