

# BELLSOUTH

**BellSouth Telecommunications, Inc.**

**Regulatory & External Affairs**

150 South Monroe Street

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Tallahassee, FL 32301-1556

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**Marshall M. Criser III**

Vice President

Regulatory & External Affairs

850 224 7798

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July 26, 2004

040788 - 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 existing interconnection, unbundling, resale and collocation agreement with modifications between BellSouth Telecommunications, Inc. ("BellSouth") and USCarrier Telecom, LLC by Georgia Public Web, Inc. (GPW)

Dear Mrs. Bayo:

BellSouth Telecommunications, Inc. hereby provides notice to the Florida Public Service Commission of the adoption by Georgia Public Web, Inc. (GPW) of the Interconnection, Unbundling, Resale, and Collocation Agreement with modifications for the State of Florida entered into between BellSouth Telecommunications Inc. and USCarrier Telecom, LLC, which was filed with this Commission on 6/27/2002.

Georgia Public Web, Inc. (GPW) 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 Georgia Public Web, Inc. (GPW), for your records.

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

Very truly yours,

*MM Criser, III / R #*  
Regulatory Vice President

DOCUMENT NUMBER-DATE

08116 JUL 26 04

FPSC-COMMISSION CLERK

# **BELLSOUTH® / CLEC Agreement**

***Customer Name: Georgia Public Web, Inc. (GPW)***

Georgia Public Web, Inc. (2003)	2
Adoption Papers	3
Signature Page	6

**By and Between**  
**BellSouth Telecommunications, Inc.**  
**And**  
**Georgia Public Web, Inc. (GPW)**

## 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 Georgia Public Web, Inc. ("GPW"), a Georgia 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**, GPW has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and USCarrier Telecom, LLC dated 6/27/2002 for the state(s) of Alabama, Florida, Georgia, South Carolina, and Tennessee.

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

1. GPW and BellSouth shall adopt in its entirety the USCarrier Telecom, LLC Interconnection Agreement dated 6/27/2002 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 USCarrier Telecom, 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:

ITEM	NO. PAGES
Adoption Papers	6
Title Page	2
Table of Contents	2
General Terms and Conditions	20
Attachment 1	29
Attachment 2	278
Attachment 3	33
Attachment 4	95
Attachment 5	12
Attachment 6	7

Attachment 7	20
Attachment 8	2
Attachment 9	153
Attachment 10	9
Attachment 11	4
TOTAL	672

2. In the event that GPW 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 GPW under this Agreement.

3. 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 USCarrier Telecom, LLC Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2 of the USCarrier Telecom, LLC Interconnection Agreement, the effective date shall be 6/27/2002

4. GPW shall accept and incorporate any amendments to the USCarrier Telecom, LLC Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

5. 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> St., 8<sup>th</sup> floor  
Birmingham, AL 35203

and

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

Georgia Public Web, Inc.  
F. David Muschamp  
1470 Riveredge Parkway  
Atlanta, GA 30328  
e-mail: [dmuschamp@gapublicweb.net](mailto:dmuschamp@gapublicweb.net)

Eric S. Snell, CPA  
1470 Riveredge Parkway  
Atlanta, GA 30328  
Ph. 770-563-1244  
e-mail: [esnell@gapublicweb.net](mailto:esnell@gapublicweb.net)

Robert J. Middleton  
3417 Westgate Drive  
P.O Box 70667  
Albany, GA 31708-0667

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: Pat C. Smith

Name: Elizabeth R. A. Shiroishi

Title: Director

Date: 7/18/03

Georgia Public Web, Inc.

By: F. David Muschamp <sup>7/15/03</sup>

Name: F. David Muschamp

Title: President & CEO

Date: 7/15/03