## ORIGINAL

**BELLSOUTH** 

040836-TP

BellSouth Telecommunications, Inc. Regulatory & External Affairs 150 South Monroe Street 400

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-17:30

August 10, 2004

Mrs. Blanca S. Bayo Director, Division of Commission Clerk and Administrative Services Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399

Re: Approval of Amendment to the Interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and MCImetro Access Transmission Services, Inc

Dear Mrs. Bayo:

Please find enclosed for filing and approval, the original and two copies of BellSouth Telecommunications, Inc.'s Amendment to Interconnection, unbundling, resale and collocation Agreement with MCImetro Access Transmission Services, Inc

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

Very truly yours,

Regulatory Vice President

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

08718 AUG 10 8

## Amendment to the Agreement Between MCImetro Access Transmission Services, Inc. and BellSouth Telecommunications, Inc. Dated September 12, 2001

Pursuant to this Amendment, (the "Amendment"), McImetro Access Transmission Services, Inc. (MCIm), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Florida Interconnection Agreement between the Parties dated September 12, 2001 ("Agreement") to be effective five (5) calendar days after the final signature.

WHEREAS, BellSouth and MCIm entered into the Agreement on September 12, 2001, and;

WHEREAS, BellSouth and MCIm desire to amend the Agreement to add additional rates, terms and conditions;

WHEREAS, BellSouth and MCIm are amending the Agreement to modify the Local Number Portability (LNP) recovery charge pursuant to the Order in the matter of the Telephone Number Portability BellSouth Corporation Petition for Declaratory Ruling and/or Waiver, CC Docket No. 95-116, released April 13, 2004;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

- The Parties agree to add to the rates in Table 1 of Attachment 1, the rates set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference.
- 2. The Parties agree to add the following language to Attachment 3 as Section 5.7.5.9:
  - 5.7.5.9 On/Off Premises Extensions and Different Premises Addresses working with 2-wire voice grade port, voice grade Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 3. The Parties agree to add to the rates in Table 1 of Attachment 1, the rates set forth in Exhibit 2 of this Amendment, attached hereto and incorporated herein by this reference.
- 4. The Parties agree Section 2.5.1 of Part A of the General Terms and Conditions is created to read:
  - 2.5.1 MCIm shall waive its right pursuant to Section 252(i) of the Act to adopt language from any other interconnection agreement filed and approved by any state public service commission that would effectively replace, supersede or conflict with the language to which the parties have agreed as set forth in the

Percent Local Facility ("PLF") Factor, Reciprocal Compensation and Transit Traffic Amendment effective September 1, 2003. To the extent that MCIm requests adoption of any other such interconnection agreement pursuant to the Section 252(i) of the Act, the Parties shall modify the adopted agreement to delete the language in such agreement pertaining to the language expressly agreed upon in the PLF Factor, Reciprocal Compensation and Transit Traffic Amendment and to incorporate the language set forth in the PLF Factor, Reciprocal Compensation and Transit Traffic Amendment.

- 5. The Parties agree to delete in their entirety all rate elements and USOCs identified as "Local Number Portability charges" in Table 1 of Attachment 1, as specified by the following USOCs: LNPCX, LNPCP, LNPCN, and LNPCC.
- 6. The Parties agree to add the following language as Sections 5.8.2 and 7.8 of Attachment 3:
  - 5.8.2 (and 7.8) MCIm shall pay to BellSouth the Local Number Portability charges as set forth in Section 13 of the BellSouth FCC No. 1 Tariff.
- 7. All of the other provisions of the Agreement, dated September 12, 2001, shall remain in full force and effect.
- 8. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.	MCImetro Access Transmission Services, Inc.
By: Got Vh	By://www.
Name: KRISTEN E.	Name: Michael Beach
Title: ) isector	Title: Vice President, Carrier Management
Date: 8/3/04	Date: July 29, 2004

ONBONDE	D NETWORK ELEMENTS - Florida			-									Attachi	ment: 1	Tabi	e: 1
CATEGORY	RATE ELEMENTS	Interim	Zone	e BCS	USOC	RATES(\$)					Submitted Elec	Submitted	er Incremental d Charge - y Manual Syd	Charge - c Manual Svc Order vs.	Charge - Manual Svc Order vs.	Incrementa Charge - Manual Sv Order vs.
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	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	0.001										
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MBUNDL	ED NETWORK ELEMENTS - Florida	_								1-3-3-3			Attachment: 1			ole: 1
ATEGORY	RATE ELEMENTS	Interim	Zone	ie 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	Charge -
						Rec	Nonrecurring Nonrecurring Dis			Disconnect		OSS Rates (\$)				
							First	Add'l	First	Add'I	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
WD: WD: 50	PORT/LOOP COMBINATIONS - COST BASED RATES															
	RE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)															
	ON PREMISES EXTENSION CHANNELS										-					
	2 Wire Analog Voice Grade Extension Loop - Non-Design		1	UEPRX	UEAEN	10.69	49.57	22.83	25.62	6.57		11.90				
	2 Wire Analog Voice Grade Extension Loop - Non-Design		2	UEPRX	UEAEN	15.20	49.57	22.83	25 62	6.57		11.90				
	2 Wire Analog Voice Grade Extension Loop - Non-Design		3	UEPRX	UEAEN	26.97	49.57	22.83	25.62	6.57		11.90				
	2 Wire Analog Voice Grade Extension Loop - Design		1	UEPRX	UEAED	12.24	135.75	82.47	63.53	12.01		11.90				
	2 Wire Analog Voice Grade Extension Loop - Design		2	UEPRX	UEAED	17.40	135.75	82 47	63.53	12.01		11.90				
	2 Wire Analog Voice Grade Extension Loop - Design		3	UEPRX	UEAED	30.87	135.75	82.47	63.53	12.01	-	11.90				
INTER	ROFFICE TRANSPORT	_									-					
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPRX	U1TV2	25.32	47.35	31.78				11.90				
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile for Fraction Mile			UEPRX	U1TVM	0.0091	0.00	0.00								
2-WIF	RE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)															
	ON PREMISES EXTENSION CHANNELS															
	2 Wire Analog Voice Grade Extension Loop - Non-Design		1	UEPBX	UEAEN	10.69	49.57	22.83	25.62	6.57		11.90				
	2 Wire Analog Voice Grade Extension Loop - Non-Design	-	2	UEPBX	UEAEN	15.20	49.57	22.83	25.62	6.57		11 90				
	2 Wire Analog Voice Grade Extension Loop - Non-Design		3	UEPBX	UEAEN	26.97	49.57	22 83	25 62	6.57		11.90				
	2 Wire Analog Voice Grade Extension Loop - Design		1	UEPBX	UEAED	12.24	135.75	82.47	63.53	12.01		11.90				
	2 Wire Analog Voice Grade Extension Loop - Design		2	UEPBX	UEAED	17:40	135.75	82.47	63.53	12.01		11.90				
	2 Wire Analog Voice Grade Extension Loop - Design		3	UEPBX	UEAED	30.87	135.75	82.47	63.53	12 01		11.90				
INTE	ROFFICE TRANSPORT															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPBX	U1TV2	25.32	47 35	31.78				11,90				
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPBX	UITVM	0.0091	0 00	0.00								
2-Wir	e Voice Grade Line Port Rates (RES - PBX)															100
	ON PREMISES EXTENSION CHANNELS															-
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	Local Channel Voice grade, per termination		2	UEPRG	P2JHX	17 40	135,75	82 47	63.53	12.01		11.90				
	Local Channel Voice grade, per termination		3	UEPRG	P2JHX	30.87	135.75	82.47	63.53	12.01		11.90				
	Non-Wire Direct Serve Channel Voice Grade		1	UEPRG	SDD2X	12 92	120.38	43.56	95.00	10.54		11.90				
_	Non-Wire Direct Serve Channel Voice Grade		2	UEPRG	SDD2X	18.36	120.38	43.56	95.00	10.54		11.90				
	Non-Wire Direct Serve Channel Voice Grade	+	3	UEPRG	SDD2X	32.58	120 38	43.56	95.00	10 54	-	11.90				
INTE	ROFFICE TRANSPORT	1														
	Interoffice Transport - Dedicated - 2 Wire Vince Grade - Facility Termination			UEPRG	U1TV2	25.32	47.35	31.78				11 90				-
	interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPRG	U1TVM	0.0091	0.00	0.00								
2000000	re Voice Grade Line Port Rates (BUS - PBX)															
OFF/	ON PREMISES EXTENSION CHANNELS				-				22.00		-					-
	Local Channel Voice grade, per termination	-	1	UEPPX	P2JHX	12.24	135.75	82.47	63.53	12.01		11:90				
	Local Channel Voice grade, per termination	-	2	UEPPX	PZJHX	17.40	135.75	82 47	63.53	12.01		11:90				
	Local Channel Voice grade, per termination		3	UEPPX	P2JHX	30.87	135.75	82.47	63.53	12.01		11.90				-
	Non-Wire Direct Serve Channel Voice Grade	-	1	UEPPX	SDD2X	12 92	120.38	43.56	95.00	10.54		11.90	-			-
	Non-Wire Direct Serve Channel Voice Grade	-	2	UEPPX	SDD2X	18.36 32.58	120.38 120.38	43.56 43.56	95.00 95.00	10.54		11.90				
	Non-Wire Direct Serve Channel Voice Grade		3	UEPPX	SDD2X	32.58	120.38	43.00	95.00	10.54		11.90				
INTE	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility	1														
	Termination	-		UEPPX	U1TV2	25.32	47.35	31.78				11.90				-
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPPX	U1TVM	0.0091	0.00	0.00								

## Amendment To the Interconnection Agreement Between Public Telephone Network, Inc. and BellSouth Telecommunications, Inc. Dated October 10, 2001

Pursuant to this Amendment, (the "Amendment"), Public Telephone Network, Inc. (PUBTEL), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated October 10, 2001 ("Agreement") to be effective the date of the last signature executing this Amendment.

WHEREAS, BellSouth and PUBTEL entered into the Agreement on October 10, 2001, and;

WHEREAS, BellSouth and PUBTEL are amending the Agreement to modify Local Number Portability (LNP) recovery charge pursuant to the Order in the matter of the Telephone Number Portability BellSouth Corporation Petition for Declaratory Ruling and/or Waiver, CC Docket No. 95-116, released April 13, 2004;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

- 1. The Parties agree to delete in their entirety all rate elements and USOCs identified as "Local Number Portability charges" in Exhibit A of Attachment 2, as specified by the following USOCs: LNPCX, LNPCP, LNPCN, and LNPCC.
- 2. The Parties agree to add the following language to Section 4 as Section 4.1.1 of Attachment 2 and Section 5 as Section 5.4.5 of Attachment 2:
  - In addition to other charges specified in this Agreement for Local Number Portability PUBTEL shall pay to BellSouth the Local Number Portability charges as set forth in Section 13 of the BellSouth FCC No. 1 Tariff;
- 3. All of the other provisions of the Agreement dated October 10, 2001 shall remain unchanged and in full force and effect.
- 4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

LNP Rate Recovery Amendment: Version 05/19/2004

Title: Director

## LNP Recovery Amendment Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.	Public Telephone Network, Inc.
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ву: / ///	By. John Color

Name: Kristen E. Rowe Name: GARIA C. REEVES

Date: 7/30/04 Date: JULY 23, 2004