

2006 SEP 13 PM 2:26

T.R.A. DOCKET ROOM

September 13, 2006

Hon. Ron Jones, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

RE: BellSouth Anti-Competitive Practices
Docket 02-01274

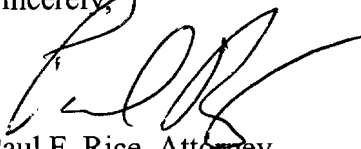
Dear Chairman Jones,

The Authority requested a status report on this docket to be filed on or about September 16.

In the initial (*pro se*) complaint letter stamped 'filed' by the TRA on December 4, 2002, Aeneas' CEO Jonathan Harlan explained that he was setting out various incidents with Bellsouth that tended to expose a pattern, policy, or practice on the part of Bellsouth of impairing the competitive ability of CLECs. In 2006, relief for most of the specific violations alleged is no longer practicable.

In order to expedite this case, Petitioner requests leave to dismiss the dated claims and file instead the accompanying "Restated Petition" stating all the issues to be resolved.

Sincerely,

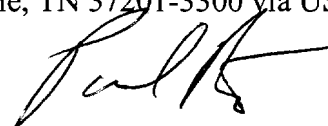


Paul F. Rice, Attorney
SPR 01114

Cc: Henry Walker, Esq.
Richard Collier, Esq.

Certificate of Service

I hereby certify that on September 13, 2006, a copy of the foregoing document was served on Guy Hicks, 333 Commerce Street, Suite 2101, Nashville, TN 37201-3300 via US Mail.



BEFORE THE TENNESSEE REGULATORY AUTHORITY

IN RE:

BELLSOUTH ANTI-COMPETITIVE PRACTICES

Docket 02-01274

RESTATED PETITION OF AENEAS COMMUNICATIONS, LLC

Comes now the Petitioner, and would state as follows:

This matter was initiated in December 2002, and the parties have been engaged in discussions on occasion to conclude the disputes herein to no avail. However, many of the claims made in 2002 are now time dated such that no relief is possible, and by leave of the Authority, Petitioner has requested that all such claims be dismissed. This Restated Petition states matters remaining for resolution.

FIRST ISSUE

As reflected in the docket entry of January 25, 2006, Bellsouth has been rendering significant SEEMS payments to Aeneas to compensate for Bellsouth errors and omissions. Bellsouth subsequently notified Aeneas that it made errors and/or omissions in its calculations regarding SEEMS payments and demanded a huge refund. Aeneas reasonably relied on Bellsouth's accounting and changed its position with respect to said compensation and refused to voluntarily refund SEEMs compensation. Nevertheless, Bellsouth has initiated a self-help effort of confiscating current SEEMs payments owed to Aeneas. Upon information and belief, the claimed basis of the "refund" is being litigated before the Florida PSC.

SECOND ISSUE

Bellsouth is charging unjust, unreasonable, unduly preferential or discriminatory pricing for collocation in its Jackson, Tennessee CO. In February 2005, Aeneas undertook its initial collocation in the Bellsouth building, consisting of floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. Aeneas was assessed an “Initial Application Fee” of \$3,767 which is supposed to be a down-payment for the actual work to be done. Bellsouth subsequently itemized work done at rates found in the Interconnect Agreement with Aeneas and improperly charged an additional \$7,258.99 with no credit given for the down payment.

On November 2, 2005, Aeneas needed to remove some of the power supply from the collocation space. Aeneas was assessed a “Subsequent Application Fee” of \$3,140; Bellsouth correctly did not attempt to bill for the actual work in addition to the down payment. The inconsistent treatment of this work versus the Initial collocation work and the subsequent work in April 2006 illustrates Bellsouth’s billing error.

In April, 2006, Aeneas needed to add wiring to existing equipment to enable the transport of more traffic. This new wire required virtually no ‘make-ready’ engineering thought and made no difference in the ongoing use made of the collocation space. Aeneas was assessed a Subsequent Application Fee of \$3,140, and was subsequently improperly charged an additional \$2,553.80 for itemized work without giving credit for the down payment represented by the application fee..

Bellsouth representatives state that their interpretation of Section 4, paragraph 6.2.2 of the Interconnection Agreement applies “...*in the event Aeneas Communications or Aeneas Communication’s Guest(s) desires to modify the use of the Collocation Space...*” and that Aeneas changed the use of the collocation space by preparing the equipment for more of the same type traffic it was already handling. Aeneas disagrees, and is doing nothing new or different in the collocation space.

Even if Bellsouth is correct in saying that paragraph 6.2.2 applies to these facts, the Agreement goes on to state that “...*The minimum Subsequent Application Fee shall*

be considered a partial payment of the applicable Subsequent Application Fee which shall be calculated as set forth below...” The total fee is determined by finding the work done and charge for it from a rate chart attached to the Agreement as Exhibit A to Attachment 4 of the ICA.(Excerpts from the ICA are attached for convenience).

The only sensible reading of this is that the Initial and Subsequent Application Fees are actually down payments to protect Bellsouth, and that the actual charge is arrived at from the rate chart. In its treatment of Aeneas, Bellsouth did not consider the up front payments to be partial payments of the fee “calculated as set forth below”, but simply kept the down payment and then charged for the work on top of that.

For the initial install, Bellsouth overcharged Aeneas \$3, 767. For the subsequent work, Bellsouth’s work only came to \$2,553.80, thus entitling to charge it’s “minimum” of \$3,140; Aeneas is entitled to a refund of \$2,553.80, for a total refund of \$6,320.80.

THIRD ISSUE

Tennessee state law requires that Bellsouth’s network operations be administered for Aeneas on par with Bellsouth. TCA 65-4-115, 122, and 124. This issue concerns a parity violation.

Bellsouth charges Aeneas, and Aeneas pays, a small charge each time a phone number must be ported away from Bellsouth to Aeneas via an order commonly referred to as a “Local Service Request, or “LSR” charge. Since August 2004, Aeneas has demanded that each time a phone number must be ported away from Aeneas to Bellsouth, Aeneas should be entitled to charge Bellsouth the same amount Bellsouth charges Aeneas for the exact same service.

Aeneas is suffering and will continue to suffer irreparable harm and there is no adequate remedy at law. It is not appropriate to delay enforcing parity in accordance with state statute pending any contingency.

Aeneas is entitled to reimbursement for providing this valuable service to Bellsouth on a quantum meruit basis retroactive to the date it proposed amending the Interconnection Agreement with Bellsouth to adopt language consistent with parity (ie, August 2004).

Aeneas is entitled to reimbursement for providing this valuable service to Bellsouth and to alter the Interconnect Agreement to provide for payment of LSR charges under TCA 65-4-115, 122, and 124 which prohibit unjust, unreasonable, unduly preferential or discriminatory practices, and charges in preference to itself versus a CLEC for services of a like kind under substantially like circumstances and conditions.

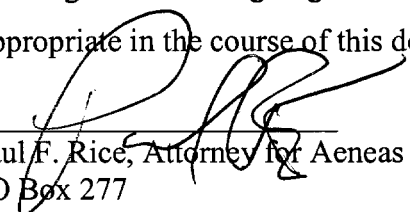
RELIEF REQUESTED

First: Aeneas requests an itemized examination of Bellsouth's refund claim and denial of same.

Second: For the initial install, Bellsouth overcharged Aeneas \$3, 767. For the subsequent work, Bellsouth's work only came to \$2,553.80, thus entitling to charge it's "minimum" of \$3,140; Aeneas is entitled to a refund of \$2,553.80, for a total refund of \$6,320.80.

Third: Aeneas seeks payment of LSR charges retroactively to August 1, 2004, and a written agreement from Bellsouth to pay LSR charges to Aeneas going forward.

Fourth: For such relief as may appear appropriate in the course of this docket.



Paul F. Rice, Attorney for Aeneas
PO Box 277
Jackson, TN 38302-0177
(731)554-9235

Certificate of Service

I hereby certify that on September 14, 2006, a copy of the foregoing document was served on Guy Hicks, 333 Commerce Street, Suite 2101, Nashville, TN 37201-3300 via US Mail.



ELLSOUTH

BILL NO 423 C01-0019 019
INVOICE NO C010019019-05060
BILL DATE MAR 01,2005
ACNA AJE PAGE 4

*** DETAIL OF OTHER CHARGES AND CREDITS ***

	<u>BIP</u>	<u>AMOUNT</u>
FEB 10 05 SO N97DYYL8	PON JCSNTNMAAJE10102	
ACCESS SERVICE GROUP 000001 PIU 0		
ONE-TIME CHARGE FOR		
PE1BA 1 PHYSICAL EXPANDED INTERCONNECTION SERVICE,		
INITIAL APPLICATION FEE		
PIU 0 PLU 100		
LOCAL - TN - EC 5185		3,767.00
NET EFFECT OF SO N97DYYL8	PON JCSNTNMAAJE10102	
PER MONTH FRACTIONAL ONE-TIME		BILLED AMOUNT
TOTAL - TN - EC 5185		
0.00 0.00 3,767.00		3,767.00
TOTAL OTHER CHARGES AND CREDITS		
TOTAL - TN - EC 5185		3,767.00

BELLSOUTH

BILL NO 423 C01-0019 019
BILL DATE APR 01,2005

AENEAS COMMUNICATIONS
300 N0TH CUMBERLAND ST
JACKSON TN 38301

BELLSOUTH TELECOMMUNICATIONS, INC.

RETURN DOCUMENT

BILLING INQUIRIES CALL (800) 823-2455 TELCO USE: MAIL GROUP 1

BALANCE DUE BY INVOICE - PLEASE INDICATE AMOUNT REMITTED FOR EACH INVOICE

	INVOICE NUMBER	AMOUNT DUE	AMOUNT REMITTED
DUE BY MAY 2	423 C010019019-05091 6	7,258.99	_____
PAST DUE	423 C010019019-05060 6	3,767.00	_____
TOTAL AMOUNT DUE		11,025.99	_____

TO ENSURE PROPER CREDIT AND AVOID POSSIBLE LATE PAYMENT PENALTIES,
PLEASE COMPLETE AND RETURN THIS DOCUMENT WITH YOUR PAYMENT TO:

BELLSOUTH PRO - CABS
P. O. BOX 105373
ATLANTA, GA
30348

PLEASE SEND ALL OTHER CORRESPONDENCE TO:

ICSC
ROOM 208N
3196 U S 280 SOUTH
BIRMINGHAM, AL 35243

RECEIVED
APR 11 2005
BY: _____

LSOUTH

BILL NO 423 C01-0019 019
INVOICE NO C010019019-05091
BILL DATE APR 01,2005
ACNA AJE PAGE 3

* * * DETAIL OF OTHER CHARGES AND CREDITS * * *

	<u>BIP</u>	<u>AMOUNT</u>
MAR 08 05 SO R97VFMQ1	PON JCSNTNMAAJE10104	PIU 0
ONE-TIME CHARGE FOR		
PE1BD 1 PHYSICAL EXPANDED INTERCONNECTION SERVICE, CABLE INSTALLATION, PRICING, NON-RECURRING CHARGE, PER ENTRANCE CABLE PIU 0 PLU 100 LOCAL - TN - EC 5185		1,757.00
ONE-TIME CHARGE FOR		
PE1SJ 1 PHYSICAL EXPANDED INTERCONNECTION SERVICE, SPACE PREPARATION FIRM ORDER PROCESSING, PIU 0 PLU 100 LOCAL - TN - EC 5185		1,204.00
FIRST ONE-TIME CHARGE FOR		
PE1CD 1 PHYSICAL EXPANDED INTERCONNECTION SERVICE, CABLE RECORDS, VG/DSO CABLE, PER CABLE RECORD (MAXIMUM 3600 RECORDS) PIU 0 PLU 100 LOCAL - TN - EC 5185		925.06
FIRST ONE-TIME CHARGE FOR		
PE1CO 1 PHYSICAL EXPANDED INTERCONNECTION SERVICE, CABLE RECORDS, VG/DSO CABLE, PER 100 PAIR PIU 0 PLU 100 LOCAL - TN - EC 5185		18.05
FIRST ONE-TIME CHARGE FOR		
PE1CR 1 PHYSICAL EXPANDED INTERCONNECTION SERVICE CABLE RECORDS, PER REQUEST PIU 0 PLU 100 LOCAL - TN - EC 5185		1,711.00
FIRST ONE-TIME CHARGE FOR		
PE1C1 1 PHYSICAL EXPANDED INTERCONNECTION SERVICE, CABLE RECORDS, DS1, PER T1 TIE PIU 0 PLU 100 LOCAL - TN - EC 5185		8.45
FIRST ONE-TIME CHARGE FOR		
PE1C3 1 PHYSICAL EXPANDED INTERCONNECTION SERVICE, CABLE RECORDS, DS3, PER T3 TIE PIU 0 PLU 100 LOCAL - TN - EC 5185		29.57
ADDITIONAL ONE-TIME CHARGE FOR		

LSOUTH

BILL NO 423 C01-0019 019
INVOICE NO C010019019-05091
BILL DATE APR 01,2005
ACNA AJE PAGE 4

*** DETAIL OF OTHER CHARGES AND CREDITS ***
BIP

				<u>AMOUNT</u>
PE1C0	4	PHYSICAL EXPANDED INTERCONNECTION SERVICE, CABLE RECORDS, VG/DS0 CABLE, PER 100 PAIR PIU 0 PLU 100 LOCAL - TN - EC 5185		72.20
		ADDITIONAL ONE-TIME CHARGE FOR		
PE1C1	171	PHYSICAL EXPANDED INTERCONNECTION SERVICE, CABLE RECORDS, DS1, PER T1 TIE PIU 0 PLU 100 LOCAL - TN - EC 5185		1,444.95
		ADDITIONAL ONE-TIME CHARGE FOR		
PE1C3	3	PHYSICAL EXPANDED INTERCONNECTION SERVICE, CABLE RECORDS, DS3, PER T3 TIE PIU 0 PLU 100 LOCAL - TN - EC 5185		88.71
NET EFFECT OF SO R97VFMQ1			PON JCSNTNMAAJE10104	
PER MONTH		FRACTIONAL	ONE-TIME	BILLED AMOUNT
TOTAL - TN - EC 5185	0.00	0.00	7,258.99	7,258.99
TOTAL OTHER CHARGES AND CREDITS				
TOTAL - TN - EC 5185				7,258.99



BILL NO 423 C01-0019 019
 INVOICE NO C010019019-05335
 BILL DATE DEC 01,2005
 ACNA AJE PAGE 3

*** DETAIL OF OTHER CHARGES AND CREDITS ***

	<u>BIP</u>	<u>AMOUNT</u>
NOV 02 05 SD R994H5K7	PON JCSNTNMAPAAJE102	
ACCESS SERVICE GROUP 000001 PIU 0		
ONE-TIME CHARGE FOR		
PEIČA 1 PHYSICAL EXPANDED INTERCONNECTION		
SERVICE, SUBSEQUENT APPLICATION FEE		
PIU 0 PLU 100		
LOCAL - TN - EC 5185		3,140.00
NET EFFECT OF SO R994H5K7	PON JCSNTNMAPAAJE102	
PER MONTH FRACTIONAL	ONE-TIME	BILLED AMOUNT
TOTAL - TN - EC 5185		
0.00	3,140.00	3,140.00
TOTAL OTHER CHARGES AND CREDITS		
TOTAL - TN - EC 5185		3,140.00



BILL NO 423 C01-0019 019
 INVOICE NO C010019019-06121
 BILL DATE MAY 01,2006
 ACNA AJE PAGE 4

* * * DETAIL OF OTHER CHARGES AND CREDITS * * *

BIP

AMOUNT

APR 28 06	SO R90XYVQ5	PON JCSNTNMAAJE103A0	
ACCESS SERVICE GROUP 000001	PIU 0		
ONE-TIME CHARGE FOR			
PE1CA	1 PHYSICAL EXPANDED INTERCONNECTION SERVICE, <u>SUBSEQUENT APPLICATION FEE</u>		
	PIU 0 PLU 100		
	LOCAL - TN - EC 5185		3,140.00
ONE-TIME CHARGE FOR			
PE1CR	1 PHYSICAL EXPANDED INTERCONNECTION SERVICE CABLE RECORDS, PER REQUEST		
	PIU 0 PLU 100		
	LOCAL - TN - EC 5185		1,168.00
FIRST ONE-TIME CHARGE FOR			
PE1C1	1 PHYSICAL EXPANDED INTERCONNECTION SERVICE, CABLE RECORDS, DS1, PER T1 TIE		
	PIU 0 PLU 100		
	LOCAL - TN - EC 5185		8.45
ADDITIONAL ONE-TIME CHARGE FOR			
PE1C1	163 PHYSICAL EXPANDED INTERCONNECTION SERVICE, CABLE RECORDS, DS1, PER T1 TIE		
	PIU 0 PLU 100		
	LOCAL - TN - EC 5185		1,377.35
NET EFFECT OF SO R90XYVQ5		PON JCSNTNMAAJE103A0	
PER MONTH	FRACTIONAL	ONE-TIME	BILLED AMOUNT
TOTAL - TN - EC 5185			
0.00	0.00	5,693.80	5,693.80
TOTAL OTHER CHARGES AND CREDITS			
TOTAL - TN - EC 5185			5,693.80

*Ref
6.2.2
Att 4*

2.00

8.45

5.9 Alterations. In no case shall Aeneas Communications or any person acting on behalf of Aeneas Communications make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Aeneas Communications. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require a Subsequent Application and Subsequent Application Fee, pursuant to sub-section 6.2.2.

5.10 Janitorial Service. Aeneas Communications shall be responsible for the general upkeep of the Collocation Space. Aeneas Communications shall arrange directly with a BellSouth Certified Contractor for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

6. Ordering and Preparation of Collocation Space

6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to Aeneas Communications that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.

6.2 Application for Space. Aeneas Communications shall submit an application document when Aeneas Communications or Aeneas Communications's Guest(s), as defined in Section 3.4, desires to request or modify the use of the Collocation Space.

A
6.2.1 Initial Application. For Aeneas Communications or Aeneas Communications's Guest(s) initial equipment placement, Aeneas Communications shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in Aeneas Communications's Collocation Space(s) and an estimate of the amount of square footage required.

A
6.2.2 Subsequent Application. In the event Aeneas Communications or Aeneas Communications's Guest(s) desires to modify the use of the Collocation Space ("Augmentation"), Aeneas Communications shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). The minimum Subsequent Application Fee shall be considered a partial payment of the applicable Subsequent Application Fee which shall be calculated as set forth below. BellSouth shall determine what modifications, if any, to the Premises are

required to accommodate the change requested by Aeneas Communications in the Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc. The fee paid by Aeneas Communications for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application Fee will be required and the pre-paid fee shall be refunded to Aeneas Communications. The fee for an Application where the modification requested has limited effect (e.g., does not require assessment related to capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. If the modification requires capital expenditure assessment, a full Application Fee shall apply. In the event such modifications require the assessment of a full Application Fee as set forth in Exhibit A, the outstanding balance shall be due by Aeneas Communications within 30 calendar days following Aeneas Communications's receipt of a bill or invoice from BellSouth. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.

6.3 Application Response. In Alabama, North Carolina, and Tennessee, in addition to the notice of space availability pursuant to Section 2.1, BellSouth will 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. Sufficient detail will be provided to permit Aeneas Communications a reasonable opportunity to correct each deficiency. Aeneas Communications must correct any deficiencies in its Application and resubmit a Bona Fide Application within ten (10) calendar days of being notified of the deficiencies in the original Application. If Aeneas Communications fails to resubmit its Application as Bona Fide within this ten (10) day period, Aeneas Communications will lose its place in the collocation queue. When space has been determined to be available, BellSouth will provide a written response ("Application Response"), which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.

6.3.1 Application Response. Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, the following will apply. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will 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. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30)

**EXHIBIT A: BELLSOUTH/Aeneas Communications RATES – TENNESSEE
PHYSICAL COLLOCATION**

* Rates are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,767.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,140.00 Minimum
PE1SJ	Space Preparation Fees Firm Order Processing*			\$1,204.00
PE1SK	Central Office Modifications*	Per sq. ft.	\$2.74	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	\$2.95	
PE1SM	Common Systems Modifications – Caged*	Per cage	\$100.14	
PE1BW	Space Enclosure (100 sq. ft. minimum) Welded Wire-mesh	Per first 100 sq. ft.	\$218.53	NA
PE1C W	Welded Wire-mesh	Per add'l 50 sq. ft.	\$21.44	NA
PE1PJ	Floor Space	Per sq. ft.	\$6.75	NA
PE1BD	Cable Installation	Per cable	NA	\$1,757.00
PE1PM	Cable Support Structure	Per entrance cable	\$19.80	NA
PE1PL	Power -48V DC Power*	Per amp	\$8.87	NA
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.60	-
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.22	-
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.82	-
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.84	-
PE1P2	Cross Connects 2-wire	Per cross connect	\$0.033	First/Add'l \$33.82/\$31.92
PE1P4	4-wire		\$0.066	\$33.94/\$31.95
PE1P1	DS-1		\$1.51	\$53.27/\$40.16
PE1P3	DS-3		\$19.26	\$52.37/\$38.89
PE1F2	2-fiber		\$3.82	\$52.37/\$38.89
PE1F4	4-fiber		\$6.79	\$65.03/\$51.55

TENNESSEE (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Access System Security System	Per premises	\$55.99	
PE1A1	New Access Card Activation	Per card	\$.059	\$55.67
PE1AA	Administrative change, existing card	Per card		\$15.61
PE1AR	Replace lost or stolen card	Per card		\$45.64
PE1AK	Initial Key	Per key	NA	\$26.24
PE1AL	Replace lost or stolen key	Per key	NA	\$26.24
PE1SR	Space Availability Report*	Per premises requested		\$2,154.00
	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross-connect		
PE1PE	2-Wire Cross-Connect		\$0.40	NA
PE1PF	4-Wire Cross-Connect		\$1.20	NA
PE1PG	DS1 Cross-Connect		\$1.20	NA
PE1PH	DS3 Cross-Connect		\$8.00	NA
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$33.91/\$21.49
PE1OT	Overtime		NA	\$44.17/\$27.76
PE1PT	Premium Time		NA	\$54.42/\$34.02
	Cable Records ¹			Note 2
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	\$1711/\$1168
PE1CD	VG/DS0 Cable	Per cable record	NA	\$925.06/\$925.06
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.05/\$18.05
PE1C1	DS1	Per T1TIE	NA	\$8.45/\$8.45
PE1C3	DS3	Per T3TIE	NA	\$29.57/\$29.57
PE1CB	Fiber Cable	Per cable record	NA	\$279.42/\$279.42

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.