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February 11, 2005

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T.B.A. DOCKET ROOM

VIA HAND DELIVERY

Hon Pat Miller, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Joint Petition for Arbitration of NewSouth Communications Corp., et al. of an Interconnection Agreement with BellSouth Telecommunications, Inc. Pursuant to Section 252(b) of the Communications Act of 1934, as Amended*
Docket No. 04-00046

Dear Chairman Miller:

Enclosed are BellSouth's non-proprietary Late Filed Exhibits as requested by the Directors during the hearing of this matter. No information is being provided related to Items 94 and 96, as those issues have been conditionally settled. A proprietary late filed exhibit is being submitted under separate cover subject to the terms and conditions of the Protective Order entered in this matter.

Copies of the enclosed are being provided to counsel of record.

Cordially,

Joelle Phillips

JJP:ch

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In Re: *Joint Petition for Arbitration of NewSouth Communications Corp., et al
of an Interconnection Agreement with BellSouth Telecommunications, Inc
Pursuant to Section 252(b) of the Communications Act of 1934, as
Amended*

Docket No. 04-00046

BELLSOUTH TELECOMMUNICATIONS, INC.'S
ADDITIONAL LATE-FILED INFORMATION

BellSouth Telecommunications, Inc. ("BellSouth") hereby submits the following
information in the above referenced docket as requested during the January 25-27, 2005
proceeding before the Tennessee Regulatory Authority

SPECIFIC RESPONSES

REQUEST: Provide list of Interconnection Agreements in Tennessee that include TIC charges

RESPONSE.

Below is a list of Interconnection Agreements that have either been approved by the Tennessee Regulatory Authority (as denoted with an asterisk) or are region-wide agreements that depending on CLEC business strategies could be filed with the Tennessee Regulatory Authority for approval.

	Customer Name	States Covered By Agreement	Agreement Signed
	ALCALL	AL FL GA KY LA MS NC SC TN	3/20/2004
*	ALLTEL Communications, Inc. (CMRS 0047 & CLEC)	AL FL GA KY LA MS NC SC TN	8/29/2004
	American Farm Bureau, Inc.	TN	1/9/2004
	American Fiber Networks, Inc	AL FL GA KY LA MS NC SC TN	2/05/2004
	Azul Tel Initial ICA 3Q03 Standard	AL FL GA KY LA MS NC SC TN	6/10/2004
	BLC Management LLC dba Angles Communications Solutions	AL FL GA KY LA MS NC SC TN	2/29/2004
	Broadband Communities of Florida, Inc.	AL FL GA KY LA MS NC SC TN	3/20/2004
	BSLD	LA TN	1/6/2005
	Bullseye Telecom, Inc.	AL FL GA KY LA MS NC SC TN	3/26/2004
	CI2, Inc	AL FL GA KY LA MS NC SC TN	5/22/2004
	Communications Express Inc.	AL FL GA KY LA MS NC SC TN	1/10/2004
	Conextel	AL FL GA KY LA MS NC SC TN	6/10/2004
	Deland Actel, Inc.	AL FL GA KY LA MS NC SC TN	7/15/2004
	EZ Communications, Inc.	AL FL GA KY LA MS NC SC TN	1/01/2004
	Globe Telecommunications	AL FL GA KY SC TN	12/17/04
	INET Communications, Inc.	AL FL GA KY LA MS NC SC TN	7/04/2004
	InterGlobe Adoption	AL FL GA KY LA MS NC SC TN	9/23/2004
	International Telnet	AL FL GA KY LA MS NC SC TN	5/12/2004
	JCM NETWORKING	AL FL GA KY LA MS NC SC TN	6/03/2004
	Kentucky Data Link	AL FL GA KY LA MS NC SC TN	12/31/04
	KingTel, Inc.	AL FL GA KY LA MS NC SC TN	6/05/2004

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RESPONSE: (Cont.)

	Customer Name	Effective in States	Effective Date
*	Knology	AL FL GA KY SC TN	12/17/04
	Latin America Telephone Corporation	AL FL GA KY LA MS NC SC TN	1/01/2004
*	Level 3 Communications, LLC	AL FL GA KY LA MS NC SC TN	6/23/2004
	Network PTS	AL FL GA KY LA MS NC SC TN	7/15/2004
	New Access	AL FL GA KY LA MS NC SC TN	7/16/2004
	Newcomm, Inc.	AL FL GA KY LA MS NC SC TN	6/24/2004
	Nexus Communications, Inc.	AL FL GA KY LA MS NC SC TN	7/09/2004
	Quality Telephone Inc.	AL FL GA KY LA MS NC SC TN	1/11/2004
	Rent-A-Line	AL FL GA KY LA MS NC SC TN	7/09/2004
	Ring Connection, Inc.	AL FL GA KY LA MS NC SC TN	5/15/2004
	Solution Telecom, Inc.	AL FL GA KY LA MS NC SC TN	1/08/2004
	Southern Telecommunications Company, LLC	AL FL GA KY LA MS NC SC TN	3/20/2004
	Think 12 Corporation d.b.a Hello Depot	AL FL GA KY LA MS NC SC TN	3/04/2004
	Trans National Communications International, Inc.	AL FL GA KY LA MS NC SC TN	3/17/2004
	Universal Beepers Express, Inc.	AL FL GA KY LA MS NC SC TN	1/17/2004
	WorldxChange Corp. dba Acceris	AL FL GA KY LA MS NC SC TN	2/04/2004
	Your Communication Connection Group, Inc.	AL FL GA KY LA MS NC SC TN	1/01/2004

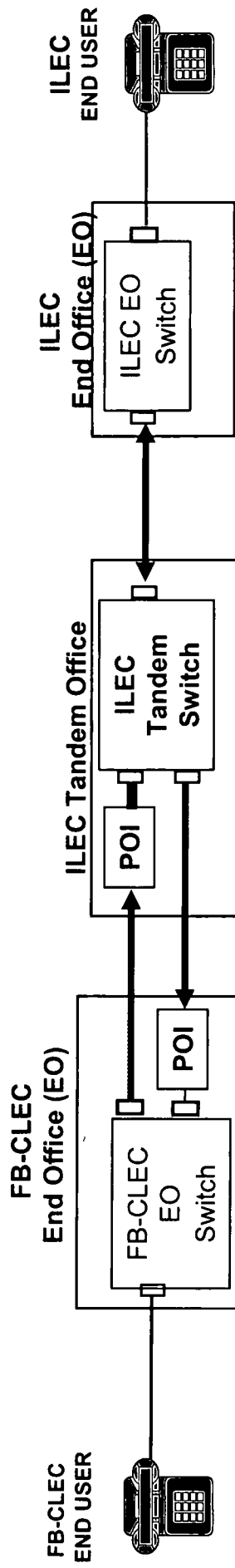
REQUEST: Provide a call flow diagram showing cost recover for transit traffic and the tandem intermediary charge.

RESPONSE: Responsive document is provided.

REQUEST. Pertaining to G.SHDSL technology, provide a copy of the ITU Standards G.991.2 (2003) that references the conditioning of loops that exceed 18,000 feet in length.

RESPONSE: Responsive document is provided and is proprietary in that BellSouth's use of document is protected by copyright..

FB-CLEC – ILEC Traffic (non-transit)

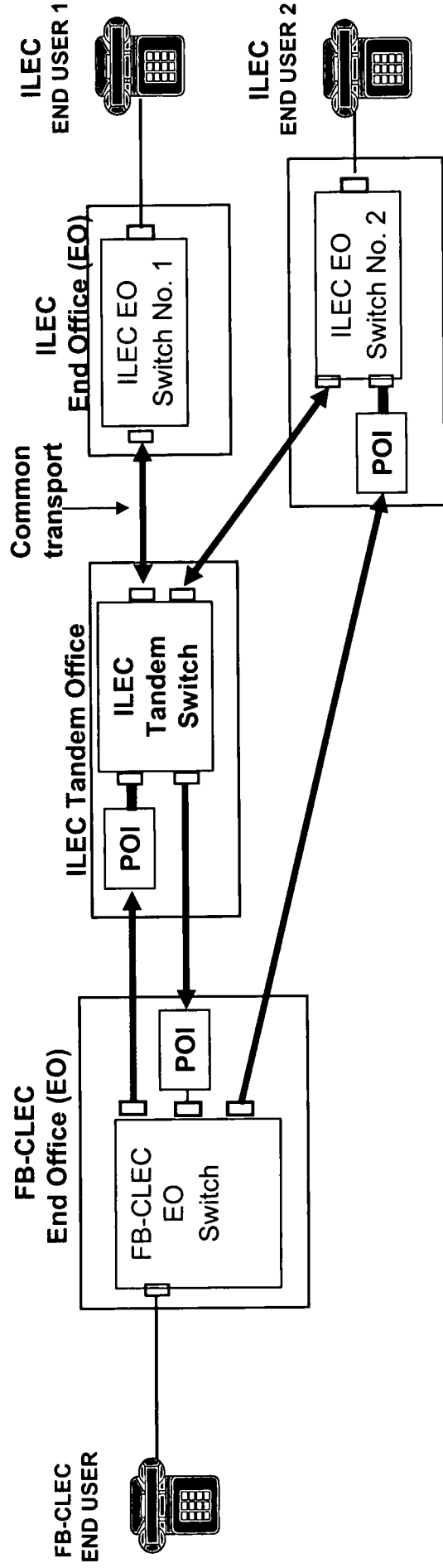


Under existing rules, the calling party's carrier compensates the called party's carrier for terminating a call. These interconnection regimes may be referred to as "calling-party's-network-pays" (or "CPNP").

In this scenario, the Facility-Based FB-CLEC ("FB-CLEC") and the ILEC both receive a benefit from the exchange of traffic between their end users as each party's end user is able to send and/or receive calls from the other party's end users and each receives revenues from their end users for local exchange service (i.e., their telephone line).

The costs are recovered through reciprocal compensation that is paid to the terminating party for the applicable elements used in terminating the call.

FB-CLEC – ILEC Traffic (non-transit)



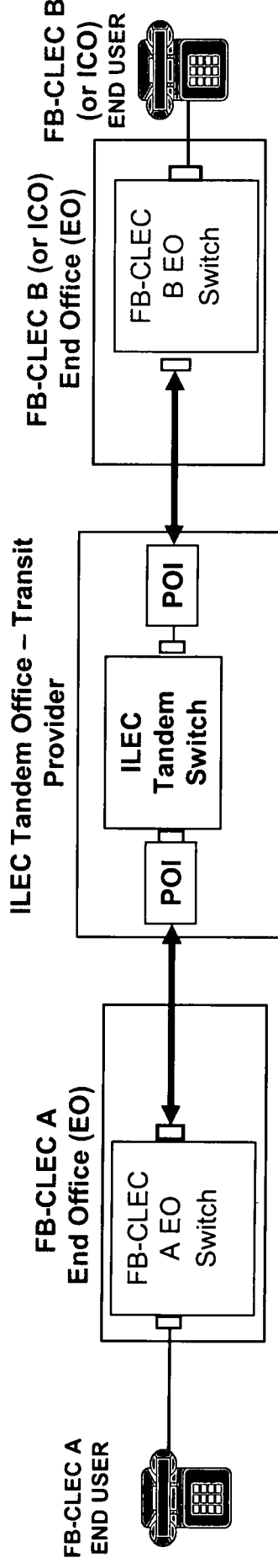
In evaluating network and cost efficiencies, the FB-CLEC may choose to connect directly to an End Office instead of to the ILEC's Tandem Switch.

For instance, a call routed to ILEC End User 1 would traverse the ILEC Tandem Switch, Common Transport, and End Office Switch No. 1. The ILEC charges the FB-CLEC for Tandem Switching, Common Transport, and End Office Switching at the applicable TRA-ordered rates. If the FB-CLEC has a significant amount of traffic terminating to an ILEC End Office, then the FB-CLEC may choose to avoid the Tandem Switching and Common Transport charges by connecting directly to the End Office.

In the scenario above, the FB-CLEC has chosen to interconnect directly to End Office No. 2. The ILEC will then only charge the FB-CLEC for End Office Switching when terminating calls to the ILEC's end users subtending End Office No. 2.

Transit Traffic

(Issue 65)

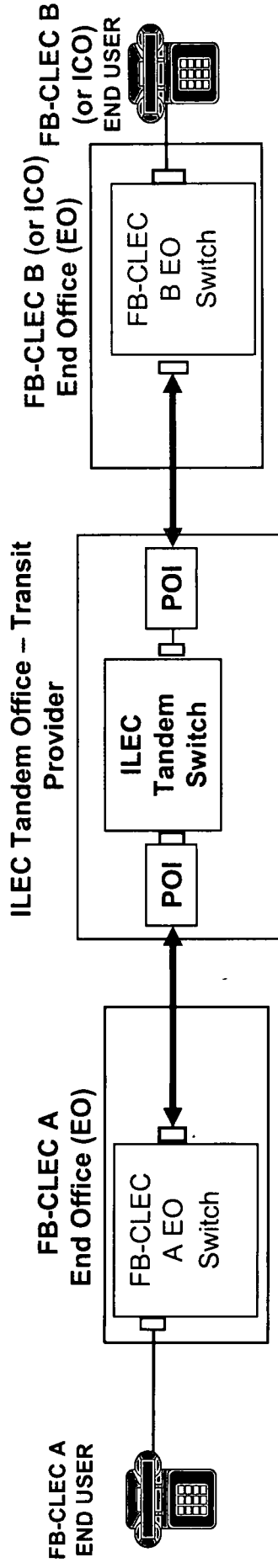


Transit Traffic is traffic that is originated by one party, switched and/or transported by an intermediate provider and terminated to a third party. When a FB-CLEC purchases BellSouth's transit service, the FB-CLEC receives the following:

- Transport (if any) to carry its Transit Traffic to another carrier.
- Tandem Switching utilized to pass the traffic to the terminating party.
- Records identifying the originating FB-CLEC so that the terminating FB-CLEC may bill the originating FB-CLEC the appropriate reciprocal compensation charges. **BellSouth does not charge the terminating FB-CLEC for these records** and the cost of such records is not included in the TRA-ordered rates.

Transit Traffic

(Issue 65 -- No TELRIC Obligation)

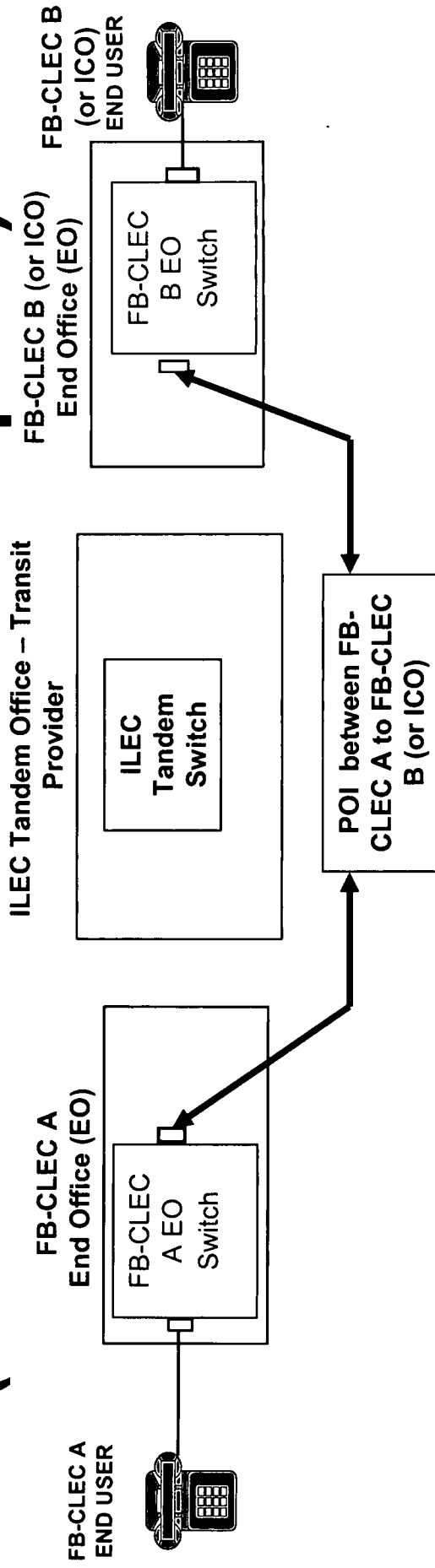


To date, the FCC has not determined that BellSouth has an obligation to provide transit service at TELRIC. In addressing this issue in the *Virginia Arbitration Order*, the Wireline Competition Bureau of the FCC declined to make such a finding in that proceeding. In addition, the Georgia Public Service Commission recently found (Docket No. 16772-U) that BellSouth has no obligation to provide transit service at TELRIC and ordered the adoption of BellSouth's composite Tandem Intermediary Charge (TIC) on an interim basis until an evidentiary hearing can be held to determine if this rate is just and reasonable. BellSouth requests that the TRA make a similar finding.¹

¹ It should be further noted that BellSouth's TELRIC tandem switching rate does not allow BellSouth to recover all of its costs associated with providing the transit function, including but not limited to EMI records, billing disputes, network resources, and product management expenses caused by or related to the provisioning of the transit traffic function.

Transit Traffic

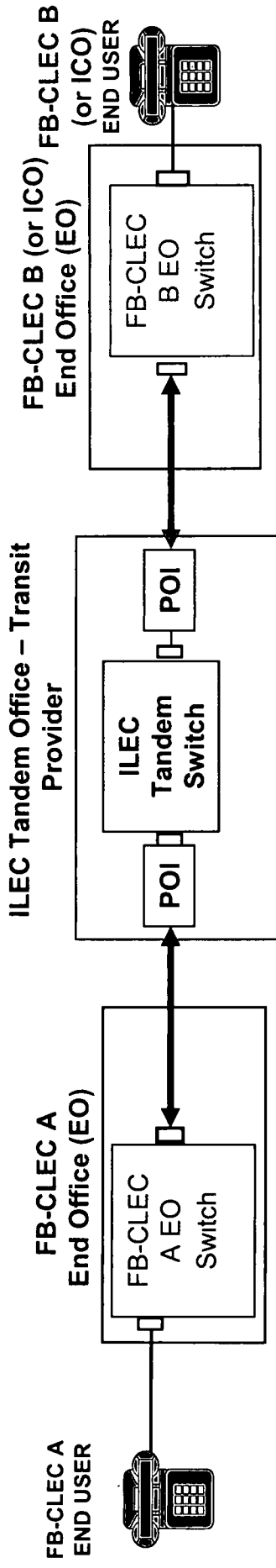
(Direct Interconnection Option)



Importantly, FB-CLECs have an alternative to using BellSouth's transit function. The FB-CLEC could directly connect with other carriers and thus bypass BellSouth's network. In addition, there is at least one company that offers transit service as an alternative to BellSouth. And, even KMC admitted at the hearing that they have contemplated providing this transit service.

Transit Traffic

(Issue 63 – Reimbursement)



The originating and terminating parties should have an agreement governing compensation for traffic they exchange. And, the TRA recently found in the CMRS docket that the originating carrier, not the transit provider, should be responsible for charges associated with terminating its traffic. However, since many carriers fail to negotiate agreements with carriers to whom they are sending traffic via BellSouth's transit service, the terminating carrier might bill BellSouth.

In the event that BellSouth is required to pay the terminating carrier (FB-CLEC B or ICO) for traffic originated by FB-CLEC A, BellSouth's proposal in Issue 63 (which has been conditionally settled) is simply to allow BellSouth to recover from FB-CLEC A the amounts billed by FB-CLEC B (or ICO) to BellSouth for FB-CLEC A's originated traffic. **This is a simple pass-through recovery charge.**

CERTIFICATE OF SERVICE

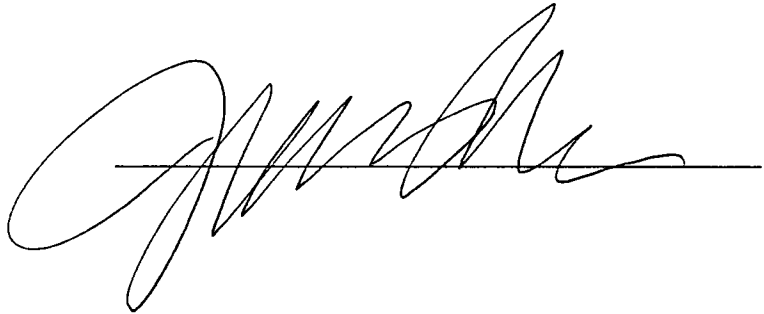
I hereby certify that on February 11, 2005, a copy of the foregoing document was served on the following, via the method indicated:

- ☐ Hand
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- ☐ Facsimile
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- ☒ Electronic

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jheitmann@kelleydrye.com

A handwritten signature in black ink, appearing to read "John J. Heitmann", is written over a horizontal line.