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BellSouth Telecommunications, Inc.  
333 Commerce Street  
Suite 2101  
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

Guy M. Hicks  
General Counsel

615 214 6301  
Fax 615 214 7406

TRA DOCKET ROOM  
August 16, 2005

VIA HAND DELIVERY

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

Re: *Petition to Establish Generic Docket to Consider Amendments to  
Interconnection Agreements Resulting from Changes of Law*  
Docket No. 04-00381

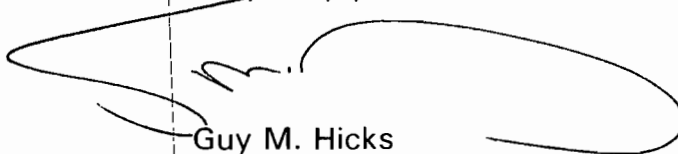
Dear Chairman Jones:

Enclosed are the original and four paper copies and a CD ROM of Rebuttal  
Testimony on behalf of BellSouth by the following witnesses:

Kathy Blake  
Eric Fogle  
Pamela Tipton

Copies are being provided to counsel of record.

Very truly yours,



Guy M. Hicks

GMH:ch

## CERTIFICATE OF SERVICE

I hereby certify that on August 16, 2005, a copy of the foregoing document was served on the following, via the method indicated:

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Henry Walker, Esquire  
Boult, Cummings, et al.  
1600 Division Street, #700  
Nashville, TN 37219-8062  
[hwalker@boultcummings.com](mailto:hwalker@boultcummings.com)

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☒ Overnight
- ☒ Electronic

James Murphy, Esquire  
Boult, Cummings, et al.  
1600 Division Street, #700  
Nashville, TN 37219-8062  
[jmurphy@boultcummings.com](mailto:jmurphy@boultcummings.com)

- ☐ Hand
- ☐ Mail
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- ☒ Electronic

Ed Phillips, Esq.  
United Telephone - Southeast  
14111 Capitol Blvd.  
Wake Forest, NC 27587  
[Edward.phillips@mail.sprint.com](mailto:Edward.phillips@mail.sprint.com)

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☒ Overnight
- ☒ Electronic

H. LaDon Baltimore, Esquire  
Farrar & Bates  
211 Seventh Ave. N, # 320  
Nashville, TN 37219-1823  
[don.baltimore@farrar-bates.com](mailto:don.baltimore@farrar-bates.com)

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☒ Overnight
- ☒ Electronic

John J. Heitmann  
Kelley Drye & Warren  
1900 19<sup>th</sup> St., NW, #500  
Washington, DC 20036  
[jheitmann@kelleydrye.com](mailto:jheitmann@kelleydrye.com)

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☒ Electronic

Charles B. Welch, Esquire  
Farris, Mathews, et al.  
618 Church St., #300  
Nashville, TN 37219  
[cwelch@farrismathews.com](mailto:cwelch@farrismathews.com)

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☒ Overnight
- ☒ Electronic

Dana Shaffer, Esquire  
XO Communications, Inc.  
105 Malloy Street, #100  
Nashville, TN 37201  
[dshaffer@xo.com](mailto:dshaffer@xo.com)



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**BELLSOUTH TELECOMMUNICATIONS, INC.**  
**REBUTTAL TESTIMONY OF PAMELA A. TIPTON**  
**BEFORE THE TENNESSEE REGULATORY AUTHORITY**  
**DOCKET NO. 04-00381**  
**AUGUST 16, 2005**

1  
2  
3  
4  
5  
6  
7 Q. ARE YOU THE SAME PAMELA A. TIPTON WHO FILED DIRECT  
8 TESTIMONY IN THIS DOCKET ON JULY 26, 2005?

9  
10 A. Yes, I am.

11  
12 Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

13  
14 A. I respond to and rebut portions of the direct testimony of CompSouth witness Joseph  
15 Gillan. Specifically, I address his testimony and proposed interconnection agreement  
16 language as they relate to Issue Nos. 2, 4, 5, 8, 10, 11, 14, 15, 16, 22, 29 and 31 in the  
17 Joint Issues Matrix filed with this Authority on July 21, 2005.

18  
19 Q. HAS BELLSOUTH REVIEWED THE CONTRACT LANGUAGE PROPOSED BY  
20 COMPSOUTH AND ATTEMPTED TO DETERMINE IF THE PARTIES CAN  
21 REACH AGREEMENT ON SOME OF THESE ISSUES?

22  
23  
24 A. Yes, BellSouth reviewed CompSouth's proposed language as it was filed with Mr.  
25 Gillan's direct testimony in Georgia. For purposes of my rebuttal testimony in this

1 state, I assumed that CompSouth did not alter its proposed language in any way from  
2 that which was filed as Exhibit JPG-1 to Mr. Gillan's direct testimony in Georgia. We  
3 have spent a significant amount of time reviewing and discussing CompSouth's  
4 proposed language with the goal of narrowing the disputes between the parties. We  
5 anticipate that these discussions will continue. It would have been helpful to have  
6 had this proposed language during the 90 day period when we were supposed to be  
7 negotiating these changes. Nevertheless, the proposed language at this late date still  
8 should be helpful to the Authority as it identifies the differences that remain between  
9 BellSouth and the other parties.

10  
11 Q. DO YOU HAVE ANY GENERAL COMMENTS ABOUT THE CONTRACT  
12 LANGUAGE PROPOSALS PRESENTED BY COMPSOUTH?

13  
14 A. Yes, I do. One of our fundamental problems with CompSouth's proposed contract  
15 language is that in many instances it simply does not conform with the FCC's rules.  
16 For example:

- 17  
18 ▪ CompSouth wrongly asserts that CLECs may wait until March 10, 2006, the  
19 last day of the transition period, to submit orders to BellSouth to convert their  
20 embedded base and excess circuits from UNEs to alternative arrangements.  
21 The FCC provided for a transition period during which the parties were to  
22 work together to convert what was formerly a UNE to some other service.  
23 The FCC provided a transition period to allow the CLECs to make an orderly  
24 transition, as opposed to a flash cut. The CLECs' proposed language would

1 simply extend the transition period beyond 12 months and is in direct conflict  
2 with TRRO ¶¶ 142, 195, and 227;

3  
4 ▪ CompSouth erroneously alleges that the FCC's transition pricing for the de-  
5 listed elements applies only prospectively, from the date a CLEC amends its  
6 interconnection agreement forward. This interpretation conflicts with the  
7 clear language of the FCC, as set forth in TRRO ¶ 145, footnote 408; ¶ 198,  
8 footnote 524; and ¶ 228, footnote 630;

9  
10 ▪ CompSouth incorrectly asserts that CLECs may order new UNE-P, dark fiber  
11 loops and entrance facilities to serve their embedded base customers during  
12 the transition period. Again, this conflicts directly with recent TRA decisions  
13 in this proceeding and TRRO ¶227 (UNE-P), ¶ 146 and 182 (dark fiber loops)  
14 ¶ 66 and 141 (entrance facilities); and

15  
16 ▪ CompSouth fails to acknowledge that CLECs must undertake a reasonably  
17 diligent inquiry to determine if they are entitled to unbundled access to high  
18 capacity loops and transport before they place orders for these elements with  
19 BellSouth, which conflicts with TRRO, ¶ 234, among other provisions.

20  
21 I will expand upon these conflicts in more detail as I address the various issues later  
22 in this testimony.

23  
24 My second general comment is that CompSouth's proposed language is difficult to  
25 follow because CompSouth has presented only disjointed sections of proposed

1 language to address specific issues while not including pertinent and related sections  
2 that would reside elsewhere in an interconnection agreement. The interconnection  
3 agreement is a lengthy document, with many interrelated and interdependent sections.  
4 At a minimum, the interconnection agreement attachment 2 language should be  
5 presented as a whole to ensure interrelated issues are consistently addressed. By  
6 limiting their proposed language changes to only portions of the agreement,  
7 CompSouth fails to address other related issues.

8  
9 My third general comment is that CompSouth uses many supposedly defined terms  
10 (those which are capitalized), yet it provides no definition for these terms in its  
11 language proposal. Since these terms could be interpreted differently by different  
12 people, my rebuttal assumes that CompSouth has accepted BellSouth's definitions for  
13 these terms, unless it is obvious that they did not. For example, CompSouth uses the  
14 term "DS1 UNE loop" in its proposed language, but it does not provide a definition  
15 for this loop. Therefore, since BellSouth uses the term "DS1 loop" in its proposed  
16 language, we deleted the word "UNE" from "DS1 UNE loop" in BellSouth's redline  
17 of CompSouth's language, attached hereto as Exhibit PAT-5. In the few instances  
18 where CompSouth defined terms, but did so inconsistently with the FCC's rules (or  
19 even with its own definition supplied elsewhere in its language), we have modified  
20 such terms in Exhibit PAT-5.

21  
22 My final general comment addresses a very interesting situation. In some instances,  
23 it appears that CompSouth has proposed language that is inconsistent with its stated  
24 positions. I am sure this is not intentional. It makes it very difficult to assess  
25 CompSouth's proposals, however. For instance, Section 2.2.4 in CompSouth's

1 proposed language makes DS1 and DS3 loops available to embedded base customers  
2 in **impaired** wire centers only during the transition period. I will review a portion  
3 of this proposed language to demonstrate the error, highlighting in bolded text the  
4 particular clauses that cause this proposed language to restrict CLECs' access to UNE  
5 loops in impaired wire centers. Section 2.4.4 and 2.2.4.1 state:

6 2.2.4

7 Notwithstanding anything to the contrary in this Agreement, BellSouth  
8 shall make available DS1 and DS3 UNE Loops to the Embedded  
9 Customer Base as described in this section 2.2 **only during the**  
10 **Transition Period:**

11 2.2.4.1

12 BellSouth shall provide CLEC nondiscriminatory access to DS1 Loops  
13 to any Building **not served** by a wire center with at least 60,000  
14 Business Lines and at least four Fiber-based Collocators ...."  
15 (emphasis added)  
16

17 Because subsection 2.2.4.1 appears as a subsection to section 2.2.4, this language says  
18 even where the FCC's thresholds are **not** met (thus CLECs are impaired without  
19 access to UNEs in a central office), CLECs may have access to DS1 and DS3 Loops  
20 for customers in their embedded base **only during the transition period**. Surely this  
21 is not what CompSouth intended, but that is how CompSouth's proposed language  
22 reads.  
23

24 Q. HAS BELLSOUTH MADE ANY ATTEMPT TO ADDRESS THESE  
25 SHORTCOMINGS IN COMPSOUTH'S PROPOSED LANGUAGE?  
26

27 A. Yes. BellSouth has attempted to redline CompSouth's proposed interconnection  
28 agreement language in an attempt to bring the CompSouth proposed language into  
29 compliance with the TRO and TRRO. BellSouth's working version of its redlines to

1 the CompSouth-proposed contract language is attached as Exhibit PAT-5 to my  
2 testimony as an aid to the Authority in evaluating where the parties disagree and to  
3 highlight how CompSouth's proposed language is not compliant with current law.  
4 Because CompSouth did not propose a comprehensive set of terms and conditions,  
5 BellSouth cannot advocate adopting even BellSouth's redlined version of the  
6 CompSouth's proposal because it would be incomplete. I will note, however, that if  
7 the CLECs had made these proposals to BellSouth to be integrated into a complete  
8 document, it is possible that BellSouth could have negotiated some resolution to some  
9 of these disputes. We simply didn't have the chance to do that prior to filing this  
10 testimony on such short notice. As a result, since we have provided our own  
11 complete versions of this language to the Authority and these versions are attached as  
12 PAT-1 and PAT-2 to my direct testimony, we request that the Authority adopt our  
13 complete statements of the relevant portions of our basic interconnection agreement  
14 with the CLECs.

15  
16 **Issue 2:**

17 **Transition Pricing**

18 Q. IN COMPSOUTH'S PROPOSED LANGUAGE FOR THE TRANSITION OF  
19 EMBEDDED BASE HIGH CAPACITY LOOPS AND TRANSPORT, AND  
20 LOCAL SWITCHING/UNE-P, IT ALLEGES THAT TRANSITION PRICING FOR  
21 EACH OF THESE ELEMENTS IS BASED ON THE "TELRIC RATE" THE CLEC  
22 PAID FOR THAT ELEMENT ON JUNE 15, 2004. DOES THIS PROPOSAL  
23 CORRECTLY REPRESENT THE REQUIREMENTS IN THE TRRO?

24



1 A. No. The FCC stated that such pricing would be determined based on the higher of the  
2 rate **the CLEC paid** for that element or combinations of elements on June 15, 2004,  
3 or the rate the state Authority ordered for that element or combination of elements  
4 between June 16, 2004 and the effective date of the Triennial Review Remand Order.  
5 In most, if not all instances, the transitional rate will be the rate the CLEC paid for the  
6 element or combination of elements on June 15, 2004, plus the transitional additive  
7 (\$1 for UNE-P/Local Switching and 15% for high capacity loops and transport). For  
8 UNE-P, this includes those circuits priced at market rates for the FCC's four or more  
9 line carve-out established in the UNE Remand Order.<sup>1</sup>

10

11 Q. IS IT CLEAR THAT THERE IS ACTUALLY A DISPUTE WITH THE CLECS  
12 OVER THIS PARTICULAR POINT?

13

14 A. Yes, it is. Some of BellSouth's older contracts include a market based price for  
15 switching for "enterprise" customers served by DS0 level switching that met the  
16 FCC's four or more line carve-out. That is, in some of our agreements, CLECs paid  
17 TELRIC-based rates for DS0 level switching provided to "mass market" customers  
18 (those with three or fewer lines), and higher rates for those that were a part of the four  
19 or more line carve out. These terms and rates were included in the interconnection  
20 agreements and were in effect on June 15, 2004. Notwithstanding this, Mr. Gillan  
21 claims, on page 14 of his direct testimony, that "CLECs are entitled to pay TELRIC  
22 rates (plus (\$1) for all analog customers, including any customers that BellSouth may  
23 have previously claimed were 'enterprise customers' because they had four or more  
24 lines." It is difficult to say how much clearer the FCC could have been than to say

---

<sup>1</sup> Third Report and Order and Fourth Further Notice of Proposed Rulemaking, CC Docket No. 96-98, released November 5, 1999

1 that for the embedded base of UNE-Ps the CLECs would pay either the higher of the  
2 rates that were in their contracts as of June 15, 2004, or the rates that the state  
3 commissions had established between June 16, 2004 and the effective date of the  
4 TRRO, plus \$1. Yet according to Mr. Gillan, the FCC didn't really mean what it  
5 said. Mr. Gillan misrepresents the FCC as having directed that the CLECs would  
6 always pay TELRIC plus \$1 for their embedded base, irrespective of what is in their  
7 contract with BellSouth.

8  
9 Q. PLEASE IDENTIFY THE PORTIONS OF THE TRRO THAT ADDRESS WHAT  
10 RATES WILL APPLY TO EMBEDDED BASE DS1 AND DS3 LOOPS, DS1 AND  
11 DS3 DEDICATED TRANSPORT, AND LOCAL SWITCHING/UNE-P WHILE A  
12 CLEC IS LEASING THESE ELEMENTS FROM BELL SOUTH DURING THE  
13 RELEVANT TRANSITION PERIOD.

14  
15 A. Although the language is very similar, I will separately address each set of elements  
16 below:

17 DS1, DS3 AND DARK FIBER LOOPS

18 The FCC established transition period pricing for DS1 loops in 47 C.F.R.  
19 51.319(a)(4)(iii). The rule states:

20  
21 For a 12-month period beginning on the effective date of the Triennial  
22 Review Remand Order, any DS1 loop UNEs that a competitive LEC  
23 leases from the incumbent LEC as of that date, but which the  
24 incumbent LEC is not obligated to unbundle pursuant to paragraphs  
25 (a)(4)(i) or (a)(4)(ii) of this section, shall be available for lease from  
26 the incumbent LEC at a rate equal to **the higher of (1) 115% of the**  
27 **rate the requesting carrier paid for the loop element on June 15,**  
28 **2004, or (2) 115% of the rate the state commission has established**  
29 **or establishes, if any, between June 16, 2004, and the effective date of**  
30 **the Triennial Review Remand Order, for that loop element. (emphasis**  
31 **added)**

1  
2 The FCC prescribed the same transition period rate increases for DS3 loops and dark  
3 fiber loops in subsections 51.319 (a)(5)(iii), and 51.319 (a)(6) of that rule,  
4 respectively.

5  
6  
7 DS1, DS3, AND DARK FIBER TRANSPORT

8 The FCC established transition period pricing for DS1 transport in 47 C.F.R.  
9 51.319(e)(2)(ii)(C). That rule states:

10  
11 For a 12-month period beginning on the effective date of the Triennial  
12 Review Remand Order, any DS1 dedicated transport UNE that a  
13 competitive LEC leases from the incumbent LEC as of that date, but  
14 which the incumbent LEC is not obligated to unbundle pursuant to  
15 paragraphs (e)(2)(ii)(A) or (a)(4)(ii)(B) of this section, shall be  
16 available for lease from the incumbent LEC at a rate equal to **the**  
17 **higher of (1) 115% of the rate the requesting carrier paid** for the  
18 **dedicated transport element on June 15, 2004, or (2) 115% of the rate**  
19 **the state commission has established or establishes, if any, between**  
20 **June 16, 2004, and the effective date of the Triennial Review Remand**  
21 **Order, for that dedicated transport element. (emphasis added)**  
22

23 The FCC prescribed the same transition period rate increases for DS3 dedicated  
24 transport and dark fiber in subsections (e)(2)(iii)(C) and (e)(2)(iv)(C) of that rule,  
25 respectively.

26 LOCAL SWITCHING

27 The FCC established transition period pricing for DS0 level switching in 47 C.F.R.  
28 51.319(d)(2)(iii). That rule states:

29 ... for a 12-month period from the effective date of the Triennial  
30 Review Remand Order, ... [t]he price for unbundled local circuit  
31 switching in combination with unbundled DS0 capacity loops and  
32 shared transport obtained pursuant to this paragraph shall be **the**  
33 **higher of: (A) the rate at which the requesting carrier obtained**  
34 **that combination of network elements on June 15, 2004 plus one**

1 dollar, or **(B) the rate the state public utility commission**  
2 **establishes**, if any, between June 16, 2004 and the effective date of the  
3 Triennial Review Remand Order, for that combination of network  
4 elements, plus one dollar. (emphasis added)  
5

6 There is absolutely no mention or reference to TELRIC rates in any of the rules  
7 addressing transitional pricing for these de-listed UNEs. Nor is there any suggestion  
8 that the rates included in the interconnection agreements should be restated to some  
9 different level before the additive is applied. In short, BellSouth's proposal regarding  
10 transition pricing is fully consistent with the FCC's rules, and CompSouth's is not.  
11

12 Q. CONTINUING WITH REGARD TO TRANSITION PRICING, ON PAGE 9 OF  
13 HIS TESTIMONY, MR. GILLAN CLAIMS THAT THE FCC'S TRANSITION  
14 PERIOD PRICE INCREASES BECOME EFFECTIVE WHEN THEY ARE  
15 INTRODUCED INTO CARRIER'S INTERCONNECTION AGREEMENT, AND  
16 THAT THEY MAY NOT BE APPLIED RETROACTIVELY. DO YOU AGREE  
17 WITH HIS CLAIM?  
18

19 A. No. In the ordinary course of events, Mr. Gillan would be correct. Normally, when  
20 there is a change in the law, the parties must negotiate to incorporate the change into  
21 their contract, and the change is only effective prospectively. However, as the  
22 litigation in Tennessee and elsewhere has demonstrated, the FCC has the power and  
23 the authority to determine that something should be done differently, and it has done  
24 so here. In this case, while it is true that the parties must amend their interconnection  
25 agreement to incorporate these transitional rates, these rates do not only apply on a  
26 limited, going forward basis as Mr. Gillan alleges. The FCC clearly indicated, to the  
27 contrary, that transition period pricing would apply for each de-listed UNE

1 retroactively to March 11, 2005. For dedicated transport, for example, the FCC  
2 stated in footnote 408 of the TRRO that: "Dedicated transport facilities no longer  
3 subject to unbundling **shall be subject to true-up** to the applicable transition rate  
4 upon the amendment of the relevant interconnection agreements, including any  
5 applicable change of law process." (emphasis added). The FCC sets forth this same  
6 requirement for high cap loops and UNE-P in the sections of the TRRO addressing  
7 those elements.<sup>2</sup>

8  
9 Indeed, this is another situation where the CLECs' proposed language seems to  
10 further confuse issues. Although it is surely just a simple error, CompSouth's  
11 proposed interconnection agreement language appears to conflict with Mr. Gillan's  
12 testimony with respect to the date the interim rates would become effective.  
13 CompSouth's proposed language states that BellSouth may charge the interim pricing  
14 for de-listed elements from the effective date of the CLEC's amended interconnection  
15 agreement to the end date of the transition period. (Sections 2.2.6, 2.3.6.3, 4.4.4,  
16 5.3.3.4, 6.2.4.4 and 6.9.1.5, Exhibit JPG-1). Yet, in his testimony, on page 10, Mr.  
17 Gillan states that CLECs must simply "place an order with BellSouth to qualify for  
18 transition rates." This makes no sense. The TRRO makes it very clear that this  
19 interim pricing for each de-listed element applies from March 11, 2005, to March 10,  
20 2006 (or September 10, 2006 for dark fiber), but only while the CLEC is leasing that  
21 element from the ILEC during the relevant transition period.

22  
23 Q. ON PAGES 9 AND 10 OF HIS TESTIMONY, MR. GILLAN STATES THESE  
24 RATE CHANGES MUST TAKE EFFECT THROUGH CONTRACT CHANGES,

---

<sup>2</sup> See also TRRO, footnotes 524 and 630, addressing true-up of transition rates for high cap loops and UNE-P respectively.

1 RATHER THAN VIA UNILATERAL ACTION. HAS BELL SOUTH BEGUN  
2 BILLING TRANSITION RATES TO CLECS THAT HAVE NOT YET AMENDED  
3 THEIR INTERCONNECTION AGREEMENT TO INCORPORATE THE  
4 TRANSITION RATES?

5  
6 A. No, it has not. Again, BellSouth assumes this is essentially a reference to the issue  
7 we had with regard to the "no new adds" controversy about whether an FCC-ordered  
8 change is self-effectuating. BellSouth has not asserted, with regard to the embedded  
9 base, that the transition rates would go into effect without a contract amendment. The  
10 FCC clearly stated that the contracts would need to be amended, and that the  
11 transition rates would then be retroactive to March 11, 2005. This is perfectly clear  
12 from reading the TRRO, and BellSouth has not proposed any language in its contract  
13 amendments that would suggest anything to the contrary.

14  
15 Once interconnection agreements are amended to incorporate the rates, terms and  
16 conditions associated with the transition of each de-listed UNE or UNE combination,  
17 the transition rate must be trued-up in a timely manner to the March 11, 2005  
18 transition period start date.

19  
20 Q. ON PAGES 10-11 OF MR. GILLAN'S DIRECT TESTIMONY, HE SUGGESTS  
21 THAT THE TRRO IS UNCLEAR AS TO THE TIME PERIOD DURING WHICH  
22 THE TRANSITION RATES SHOULD APPLY. DO YOU AGREE?

23  
24 A. No. The TRRO specifically states that these rates will apply only while the CLEC is  
25 leasing the de-listed element from the ILEC during the relevant transition period. See

1 TRRO, ¶¶ 145, 198 and 228. The transition rates will thus apply until the earlier of  
2 March 10, 2006 (or September 10, 2006 for dark fiber), or the date the de-listed  
3 UNEs are converted to the alternative arrangements ordered by the CLEC. Once the  
4 de-listed UNE is converted to an alternative service, the CLEC will be billed the  
5 applicable rates for that alternative service going forward.

6 **Transition Period**

7  
8 Q. MOVING FROM TRANSITION PRICING TO THE TRANSITION PERIOD  
9 ITSELF, BASED ON YOUR REVIEW OF COMPSOUTH'S PROPOSED  
10 LANGUAGE, DO THE PARTIES AGREE ON THE START DATE AND END  
11 DATES FOR THE TRANSITION PERIOD?

12  
13 A. Yes. In the first paragraph under each bolded heading in CompSouth's proposed  
14 transition language, it delineates when the transition period will begin and end.  
15 (Sections 2.2.1, 2.3.6.1.1, 4.4.1, 5.3.3.1, 6.2.1, and 6.9.1.1) Based on this language,  
16 BellSouth and CompSouth do agree on the start and end dates for the transition  
17 period.

18  
19 Q. IF THE PARTIES AGREE TO THE START AND END DATES FOR THE  
20 TRANSITION PERIOD, WHAT IS THE NATURE OF THE DISAGREEMENT  
21 ABOUT THE TRANSITION TIMEFRAME?

22  
23 A. The issue between the parties is what activity must occur during the transition period.  
24 BellSouth believes that the transition process must begin and end within the transition  
25 period. According to Mr. Gillan, the CLECs evidently believe that the process only

1 has to begin within the transition period, with the completion of the transition  
2 occurring at some later date. For example, in paragraph 2.2.9 of Exhibit JPG-1, Mr.  
3 Gillan proposes that "No later than March 10, 2006, CLEC shall submit  
4 spreadsheet(s) identifying all of the Embedded Customer Base of circuits ...." Any  
5 rational person must understand that a spreadsheet cannot be submitted on March 10,  
6 2006, and worked that same date, particularly when the spreadsheet includes facilities  
7 that are to be "transitioned to wholesale facilities obtained from other carriers or self-  
8 provisioned ...." Consequently, simply as a matter of logic, since the parties agree as  
9 to when the transition period begins and ends, the CLECs' position on the submission  
10 of orders must be rejected.

11  
12 Beyond that, the FCC itself made it clear that the purpose of the transition period was  
13 so that the process of transitioning former UNEs could begin and end during that 12-  
14 month period. The FCC said in Paragraph 227 of the TRRO what must occur during  
15 the transition period:

16 We believe it is appropriate to adopt a longer, twelve-month, transition  
17 period than was proposed in the *Interim Order and NPRM*. We  
18 believe that the twelve-month period provides adequate time for **both**  
19 **competitive LECs and incumbent LECs to perform the tasks**  
20 **necessary to an orderly transition, which could include deploying**  
21 **competitive infrastructure, negotiating alternative access**  
22 **arrangements, and performing loop cut overs or other**  
23 **conversions.** Consequently, carriers have twelve months from the  
24 effective date of this Order to modify their interconnection  
25 agreements, including completing any change of law processes. By  
26 the end of the twelve month period, requesting carriers must transition  
27 the affected mass market local circuit switching UNEs to alternative  
28 facilities or arrangements. (footnotes omitted) (emphasis added).  
29



1 How much more clear could the FCC be than saying "By the end of the twelve month  
2 period, requesting carriers must transition the affected mass market local circuit  
3 switching UNEs to alternative facilities or arrangements?" The FCC didn't say that  
4 the CLECs just had to arrange to make the transition, or just had to submit orders to  
5 effect the transition, but that the CLECs had to "transition" the affected UNEs to  
6 alternative arrangements. The CLECs' position is unfounded and contrary to the  
7 FCC's specific directives. It is simply another attempt, thinly veiled, to generate a  
8 few more days or months, or perhaps years, where the CLECs could obtain these  
9 former UNEs at TELRIC rates.

10  
11 **New Adds during the Transition period**

12  
13 Q. WHAT IS THE ISSUE WITH REGARD TO THE CLECS' POSITION ON NEW  
14 ADDS?

15  
16 A. The CLECs' proposed language provides that during the twelve month transition  
17 period that they can add new UNE-P/Local Switching, DS1 and DS3 loops, and DS1,  
18 DS3 and Dark Fiber Dedicated Transport. That assertion is completely inconsistent  
19 both with recent decisions of the TRA in this proceeding and the language of the  
20 TRRO and its accompanying rules.

21  
22 Of course, CLECs are entitled to order high capacity loops and transport in wire  
23 centers where the CLEC has certified, after undertaking a reasonably diligent inquiry,  
24 that it is entitled to order such loops and transport at UNE rates. However,

1 CompSouth does not include self certification requirement language in its language  
2 proposal, instead it simply claims that it is entitled to these additional loops and  
3 transport during the transition period.

4 Q. MAY CLECS ADD NEW ENTRANCE FACILITIES DURING THE TRANSITION  
5 PERIOD, AS WOULD BE PERMITTED PURSUANT TO COMPSOUTH'S  
6 PROPOSED LANGUAGE IN SECTION 6.2.2 OF EXHIBIT JPG-1?

7  
8 A. Absolutely not. The FCC concluded in the TRO that CLECs were not impaired  
9 without unbundled access to entrance facilities, and it affirmed that finding in the  
10 TRRO.<sup>3</sup> BellSouth is offering to allow embedded base UNE entrance facilities to  
11 remain in place during the transition period as an accommodation to help effectuate  
12 an orderly transition process for embedded base and excess dedicated transport  
13 facilities. CLECs certainly have no right to order new UNE entrance facilities.

14  
15 CompSouth's proposed language violates this requirement in Section 6.2.2 of Exhibit  
16 JPG-1, where it states "CLEC shall be entitled to order and BellSouth shall provision  
17 DS1 and DS3 UNE Dedicated Transport, including DS1 and DS3 UNE Entrance  
18 Facilities, that CLEC orders for the purpose of serving CLEC's Embedded Customer  
19 Base and such facilities are included in the Embedded Customer Base." This cannot  
20 be reconciled with the FCC's ruling.

21  
22 Q. MAY CLECS ADD NEW UNE SWITCH PORTS OR UNE-P LINES DURING  
23 THE TRANSITION PERIOD, AS COMPSOUTH'S PROPOSED LANGUAGE  
24 SUGGESTS?

---

<sup>3</sup> TRO, ¶ 366, footnote 1116; TRRO, ¶ 66

1

2 A. No. On August 8, 2005, the TRA denied motions for clarification filed by Cinergy  
3 and Momentum seeking to add additional UNE-P lines for the embedded base. The  
4 TRA's decision is fully consistent with the FCC's TRRO. The FCC specifically  
5 stated: "This transition period shall apply only to the embedded customer base"  
6 (TRRO at ¶ 199) and does not permit competitive LECs to "add new local switching  
7 as an unbundled network element."

8

9 47 C.F.R. § 51.319(d)(2)(iii). Further, the DSO capacity local switching rule is clear –  
10 ILECs have no obligation to continue provisioning unbundled local switching. This  
11 rule, at 47 C.F.R. § 51.319(d)(2)(i), states that: "An incumbent LEC is not required  
12 to provide access to local circuit switching on an unbundled basis to requesting  
13 telecommunications carriers for the purpose of serving end user customers using DSO  
14 loops."

15

16 CompSouth's proposed language in Sections 4.4.2 and 5.3.3.2 of Exhibit JPG-1  
17 violates this requirement. CompSouth's proposal is that "CLEC shall be entitled to  
18 order and BellSouth shall provision Local Switching orders [UNE-P] that CLEC  
19 orders for the purpose of serving CLEC's Embedded Customer Base and such  
20 facilities are included in the Embedded Customer Base." This proposed language in  
21 direct conflict with the plain words of the TRA's rulings and the FCC's order.

22

23 **Process Issues**

24 Q. IS BELL SOUTH OBLIGATED TO PROVIDE WRITTEN NOTICE TO EACH  
25 CLEC OF THEIR EMBEDDED BASE OF UNES THAT MUST BE CONVERTED

1 TO ALTERNATIVE SERVING ARRANGEMENTS AS COMPSOUTH  
2 PROPOSES IN SECTIONS 2.2.9, 2.3.6.4, 4.4.5, 5.3.3.5, 6.2.4.7 AND 6.9.1.7 OF  
3 EXHIBIT JPG-1?  
4

5 A. No. The question is whether the CLECs are responsible for identifying what is in  
6 their embedded base, and telling BellSouth what the CLECs want to do with the  
7 embedded base as the embedded base is transitioned, or whether BellSouth should be  
8 required to notify the CLECs of the facilities that BellSouth believes are in the  
9 embedded base. It makes sense that each CLEC should identify its embedded base,  
10 and notify BellSouth of what it wants to do with that base. The alternative is for  
11 BellSouth to attempt to identify the embedded base, and then have the CLECs, in  
12 turn, figure out what they want to do with the embedded base, and then notify  
13 BellSouth of their decision. Why have two steps, performed by different players, to  
14 achieve the results that one player, the CLECs is clearly responsible for determining?  
15 Only the CLEC knows what it wants to do with its embedded base. What is the point  
16 in having BellSouth identify the base for the CLECs, who have their own records  
17 upon which they can make this determination? Other than hoping that BellSouth  
18 might miss some of the former UNEs, thus extending the CLECs use of something  
19 they are not entitled to have, there doesn't seem to be much point in the CLECs'  
20 position. Further, BellSouth has hundreds of CLECs with which it is going to have to  
21 coordinate in order to transition former UNEs. Requiring BellSouth to devote its  
22 resources to identifying the embedded base, when each individual CLEC can use its  
23 own resources to identify its own embedded base, is not very efficient.  
24

1 Q. MAY A CLEC SPREADSHEET TAKE THE PLACE OF A LOCAL SERVICE  
2 REQUEST (LSR) OR ACCESS SERVICE REQUEST (ASR) FOR PURPOSES OF  
3 CONVERTING EMBEDDED BASE AND EXCESS CIRCUITS TO  
4 ALTERNATIVE SERVING ARRANGEMENTS AS COMPSOUTH PROPOSES IN  
5 SECTIONS 2.2.9, 2.3.6.4, 4.4.5, 5.3.3.5, 6.2.4.7 AND 6.9.1.7 OF EXHIBIT JPG-1?  
6

7 A. It depends. CLECs must follow the ordering procedures that BellSouth has in place  
8 for each de-listed UNE. To bulk convert UNE-P services to UNE-L arrangements, a  
9 spreadsheet may not be substituted for an LSR. Instead, BellSouth has provided  
10 CLECs with an on-line pre-ordering scheduling tool to permit the reservation of due  
11 dates associated with Bulk Migrations. Once spreadsheets are submitted and the  
12 parties agree that all de-listed UNE circuits are identified, CLECs may proceed with  
13 the normal process for Bulk migrations. To convert high-cap loops and transport to  
14 alternative services, however, CLECs may submit such requests on a spreadsheet and  
15 the spreadsheet will take the place of an LSR/ASR. If the CLECs comply with the  
16 reasonable dates BellSouth has proposed for submitting conversion requests, we can  
17 achieve an orderly transition using BellSouth's existing procedures.  
18

19 **Issue 4**

20 **Caps on DS1 and DS3 Loops**

21 Q. DO YOU AGREE WITH THE LANGUAGE COMPSOUTH IS PROPOSING TO  
22 ADDRESS THE CAPS ON UNE DS1 AND DS3 LOOPS IN SECTIONS 2.2.4-  
23 2.2.4.2 OF EXHIBIT JPG-1?  
24

1 A. No, CompSouth's proposed language asserts that the caps on DS1 and DS3 loops  
2 apply only to the Embedded Base during the transition period, when, in fact, the  
3 TRRO states just the opposite. The FCC stated that the caps apply: (1) even where  
4 the test requires DS3 loop unbundling (TRRO, ¶ 177 (limitation on DS3 loops)), and  
5 (2) where we have otherwise found impairment without access to such loops (TRRO,  
6 ¶ 181 (limitation on DS1 loops)).  
7

8 **Cap on DS1 Transport**

9 Q. HOW DO YOU RESPOND TO MR. GILLAN'S ASSERTIONS, ON PAGES 33 –  
10 37 OF HIS TESTIMONY THAT THE CAP ON UNBUNDLED ACCESS TO DS1  
11 TRANSPORT APPLIES ONLY ON THOSE ROUTES WHERE THERE IS NO  
12 IMPAIRMENT FOR DS3 TRANSPORT?  
13

14 A. CompSouth's position on how the cap on DS1 transport should be applied is based on  
15 paragraph 128 of the TRRO, however CompSouth acknowledges that the language  
16 BellSouth is proposing to implement the cap on DS1 transport reflects the FCC's rule  
17 in 47 C.F.R. § 51.319 (e)(2)(B) where the FCC does not limit this cap only on routes  
18 where there is no impairment for DS3 transport. The rule states:  
19

20 Cap on unbundled DS1 transport circuits. A requesting,  
21 telecommunications carrier may obtain a maximum of ten unbundled  
22 DS1 dedicated transport circuits on each route where DS1 dedicated  
23 transport is available on an unbundled basis.  
24

25 BellSouth's proposed language is also consistent with the outcome reached by the  
26 Massachusetts Department of Telecommunications and Energy. The Massachusetts  
27 Commission ruled in its July 14, 2005 Arbitration Order in D.T.E 04-33, on page 77,  
28 that "the plain language of the rule must prevail over the claim of inconsistency with

1 the FCC's Triennial Review Remand Order" (addressing the purported conflict  
2 between the text of the TRRO and the final rules regarding the application of the DS1  
3 transport cap).

4  
5 Further, BellSouth believes the FCC intended for its rule to read as it does here since  
6 it justly recognizes that, once a CLEC has purchased 10 DS1 transport UNEs on a  
7 route, it has sufficient economics to buy or build DS3 transport on such routes. As  
8 the Court recognized in *USTA II*:

9  
10 After all, the purpose of the Act is not to provide the widest possible  
11 unbundling, or to guarantee competitors access to ILEC network  
12 elements at the lowest price that government may lawfully mandate.  
13 Rather its purpose is to stimulate competition-preferably genuine,  
14 facilities based competition. Where competitors have access to  
15 necessary inputs at rates that allow competition not only to survive but  
16 to flourish, it is hard to see any need for the Commission to impose the  
17 costs of mandatory unbundling. (USTA II, page 31)  
18

19 Q. HAVE ANY CARRIERS AGREED TO BELLSOUTH'S PROPOSED LANGUAGE  
20 ON THE CAP FOR DS1 TRANSPORT?

21  
22  
23 A. Yes, Ms. Blake's testimony includes the numbers of carriers that have entered into  
24 contractual language that implements the TRRO and includes BellSouth's language  
25 regarding the cap for DS1 transport.  
26

27 **"Building" and "Business Line" Definitions**

28 Q. SHOULD THE AUTHORITY ADOPT THE DEFINITION COMPSOUTH  
29 PROPOSES FOR THE TERM "BUILDING" IN SECTION 10.1 OF COMPSOUTH  
30 EXHIBIT JPG-1?

1

2 A. No. CompSouth's proposed definition of a "building," as set forth in Section 10.1 of  
3 Exhibit JPG-1 is unreasonable. To the best of my knowledge, neither the FCC nor  
4 any other agency has ever defined a "building" as CompSouth proposes defining the  
5 term. CompSouth's proposals are a transparent attempt to serve the interests of  
6 CLECs without regard for common sense. By attempting to define individual tenant  
7 space in a multi-tenant building as its own "building," a CLEC would have virtually  
8 unlimited access to UNE DS1 loops and DS3 loops to the one building housing all of  
9 these tenants in clear violation of the caps imposed by the FCC for these elements.

10

11 As I said in my direct testimony, the term "building" should be defined based on a  
12 "reasonable person" standard. As such, a single structure building, like AmSouth  
13 Center in Nashville, is one "building" regardless of whether there is one tenant or  
14 multiple tenants operating or residing in it.

15

16 Q. SHOULD THE AUTHORITY ADOPT THE DEFINITION COMPSOUTH IS  
17 PROPOSING FOR BUSINESS LINES IN SECTION 10.2 OF EXHIBIT JPG-1?

18

19 A. No. CompSouth's proposed definition does not conform with the FCC's definition of  
20 "business line" and, in fact, reaches well beyond what the FCC has prescribed in its  
21 Order. For example, CompSouth proposes several modifications to the FCC's  
22 business line definition, including that business lines do not include non-switched  
23 loop facilities (which would potentially exclude some UNE loops). CompSouth also  
24 proposes to exclude unused capacity on channelized high capacity loops, yet the



1 FCC's definition directs that digital access lines shall be counting each 64 kbps-  
2 equivalent as one line.  
3

4 **Issue 5(b)**

5 **Wire Center Determinations**

6 Q. ON PAGE 17 OF HIS TESTIMONY, MR. GILLAN REQUESTS THAT THIS  
7 AUTHORITY REVIEW BELL SOUTH'S WIRE CENTER DETERMINATIONS,  
8 IMPLYING THAT BELL SOUTH MAY HAVE ADJUSTED ITS  
9 DETERMINATIONS TO SERVE ITS OWN INTERESTS. HOW DO YOU  
10 RESPOND?  
11

12 A. First, let me reiterate that my understanding is that BellSouth's legal position is that  
13 the FCC is the only regulatory body that has jurisdiction over whether BellSouth  
14 properly applied the FCC's criteria. Having said this, however, I would like to assure  
15 this Authority that BellSouth has tried to exercise every precaution to ensure that it  
16 properly applied the FCC's criteria to determine which of its wire centers exceed the  
17 non-impairment thresholds. We not only took great care in analyzing business line  
18 data, we also ensured the accuracy of our counts of fiber-based collocators by having  
19 BellSouth personnel visit wire centers to verify the presence of fiber-based  
20 collocators reflected in our billing records. We *absolutely did not* alter these findings  
21 to serve our own interests.  
22

23 Q. DID BELL SOUTH TAKE ANY OTHER STEPS TO ENSURE THE ACCURACY  
24 OF ITS WIRE CENTER DETERMINATIONS?  
25

1 A. Yes, we did. Notwithstanding our efforts to accurately count business lines, we found  
2 that a mathematical error had been made that impacted the initial results posted to our  
3 website. Thus, we retained Deloitte & Touche to conduct its own review of our  
4 calculations and to ensure that the calculations were correct based on the  
5 methodology we used. As David Wallis' testimony and exhibits demonstrate,  
6 Deloitte's calculations confirm BellSouth's determinations.

7  
8 Q. DO YOU AGREE WITH MR. GILLAN'S REPRESENTATIONS, ON PAGES 18 –  
9 20, AS TO HOW BELL SOUTH SHOULD HAVE COUNTED BUSINESS LINES?

10  
11 A. At a very high level, yes. However, I disagree with certain of his arguments that  
12 conflict with the FCC's instructions regarding counting of business lines.

13  
14 Q. DO YOU AGREE WITH MR. GILLAN'S RECOMMENDATIONS TO THIS  
15 AUTHORITY REGARDING THE CONSIDERATION OF UNE-L LINES IN  
16 EACH WIRE CENTER?

17  
18 A. No. Mr. Gillan argues that, before BellSouth can include UNE-L lines in its business  
19 line count, it must first determine which UNE-L lines are used to provide switched  
20 services. However, the FCC did not impose this requirement. Rather, the FCC's rule  
21 states that all UNE-L lines shall be counted:

22  
23 The number of business lines in a wire center shall equal the sum of all  
24 incumbent LEC switched access lines, *plus the sum of all UNE loops*  
25 *connected to that wire center*, including UNE loops provisioned in  
26 combination with other unbundled elements.<sup>4</sup> (emphasis added)  
27

---

<sup>4</sup> 47 C F R § 51.5 (emphasis added).

1 Of course, this definition makes sense. Remember, the objective here is to determine  
2 where the CLECs are not impaired without access to BellSouth's facilities as UNEs.  
3 The FCC has determined that business lines is a good indicator of that, but of course  
4 the fact that the CLECs have already purchased UNE loops in an wire center,  
5 irrespective of what services the CLEC provides over the UNE loops, is equally good  
6 proof that CLECs are not impaired in that wire center. Furthermore, the FCC no  
7 doubt recognized that the ILECs would have no way of knowing what the UNE loops  
8 are being used for; hence the requirement that all UNE loops be included in the  
9 business line count.

10  
11 Q. IN ITS COUNT OF BUSINESS LINES, DID BELL SOUTH COUNT HDSL LOOPS  
12 AS IT DID DS1 LOOPS, COUNTING EACH 64 Kbps-EQUIVALENT AS ONE  
13 LINE, AS MR. GILLAN ASSUMES ON PAGE 24 OF HIS DIRECT TESTIMONY?

14  
15 A. No, we did not. As BellSouth witness Eric Fogle explains in more detail, BellSouth  
16 counted HDSL conservatively, on a one-for-one basis, although it would have been  
17 appropriate to convert these loops to their voice grade equivalents. Let me also make clear  
18 that, although BellSouth has defined DS1 loops to include 2-wire and 4-wire HDSL  
19 Compatible Loops, BellSouth included only in service DS1 loops (converted to voice grade  
20 equivalents) and in service UNE HDSL loops (which were not converted).

21 Q. MR. GILLAN SUGGESTS ON PAGE 19, LINE 3 THAT ONLY UNE-P  
22 BUSINESS LINES SHOULD BE COUNTED. DID BELL SOUTH COUNT UNE-P  
23 RESIDENTIAL LINES IN ITS BUSINESS LINE COUNT DATA?

24  
25 A. No we did not.

1

2 Q. ON PAGE 30 OF HIS TESTIMONY, MR. GILLAN FAULTS BELL SOUTH FOR  
3 NOT USING 2004 ARMIS 43-08 DATA FOR PURPOSES OF ITS WIRE CENTER  
4 ANALYSIS. WAS 2004 ARMIS DATA AVAILABLE AT THE TIME THAT  
5 BELL SOUTH PERFORMED ITS CALCULATIONS TO PREPARE THE WIRE  
6 CENTER LIST FILED WITH THE FCC ON FEBRUARY 18, 2005, AND POSTED  
7 TO ITS WEBSITE?

8

9 A. No, as I stated in my direct testimony, it was not. However, since 2004 ARMIS data  
10 has subsequently become available, BellSouth has updated its wire center list based  
11 on the revised business line data and revised findings about fiber-based collocators. I  
12 attached BellSouth's revised list for Tennessee wire centers as Exhibit PAT-4 to my  
13 direct testimony.

14

15

16

17 Q. MR. GILLAN PROPOSES THAT THE WIRE CENTER LIST BE  
18 INCORPORATED INTO INTERCONNECTION AGREEMENTS. DO YOU  
19 AGREE?

20

21 A. Since interconnection agreements will have to be amended to reflect the outcome of  
22 this proceeding, BellSouth is not opposed to the initial wire center list being  
23 incorporated into the interconnection agreements. BellSouth is, however, opposed to  
24 any requirement to have subsequent wire center lists incorporated into  
25 interconnection agreements, as that would require unnecessary administrative work

1 when the same result can be achieved more efficiently. It makes more sense to refer  
2 in the interconnection agreements to BellSouth's website for the latest wire center  
3 list, as is the case with CLEC guides, collocation space exhaust lists and other  
4 instructional guides that impact the availability, ordering and provisioning of services  
5 offered pursuant to the interconnection agreement.

6  
7 **Modifications to the wire center list**

8 Q. BEFORE YOU BEGIN ADDRESSING MR. GILLAN'S RECOMMENDED  
9 MEANS FOR HANDLING MODIFICATIONS TO THE APPROVED WIRE  
10 CENTER LIST, PLEASE BRIEFLY DESCRIBE HOW BELL SOUTH PROPOSES  
11 THAT SUCH MODIFICATIONS BE HANDLED.

12  
13 A. As reflected in the contract language set forth in my exhibits PAT-1 and PAT-2,  
14 BellSouth proposed that, to the extent additional wire centers are found to meet the  
15 FCC's no impairment criteria, we will notify CLECs of these new wire centers via a  
16 Carrier Notification Letter. Our standard contract language states that ten business  
17 days (which equates to fourteen calendar days) after posting the Carrier Notification  
18 Letter, BellSouth would no longer be obligated to offer high cap loops and dedicated  
19 transport as UNEs in such wire centers, except pursuant to the self-certification  
20 process.

21  
22 High cap loop and transport UNEs that were in service when the subsequent wire  
23 center determination was made will remain available as UNEs for 90 days after the  
24 10<sup>th</sup> business day following posting of the Carrier Notification Letter (or 104 days in  
25 total from the date of posting). However, affected CLECs would be obligated to

1 submit spreadsheets identifying these embedded base UNEs to be converted to  
2 alternative BellSouth services or disconnected no later than 40 days from the date of  
3 BellSouth's Carrier Notification Letter. From that date, BellSouth will negotiate a  
4 project conversion timeline.

5  
6 The language BellSouth is proposing to address modifications and updates to the wire  
7 center list is contained in Section 2.1.4 of Exhibits PAT-1 and PAT-2.

8  
9 Q. IS BELL SOUTH WILLING TO CONSIDER MODIFICATIONS TO ITS  
10 PROPOSED PROCESS FOR ADDRESSING SUBSEQUENT WIRE CENTERS  
11 THAT ARE NOT IMPAIRED?

12  
13 A. BellSouth believes its standard offering is commercially reasonable. However,  
14 BellSouth is willing to consider other commercially reasonable terms that could  
15 eliminate disputes. For example, BellSouth has achieved a compromise solution with  
16 one of its CLEC customers with material volumes of high capacity services. In  
17 exchange for the CLEC's agreement on other proposed terms, BellSouth agreed to  
18 extend its proposed timeline for transition to 120 days from the date BellSouth posts  
19 to its website the carrier notification letter identifying subsequent non-impaired wire  
20 centers. BellSouth would be willing to discuss with CompSouth's members as well  
21 as other CLECs similar proposals in an effort to resolve this issue. Absent a mutually  
22 agreeable compromise, however, BellSouth's standard terms should apply.

23  
24 Q. ON PAGE 31 OF HIS DIRECT TESTIMONY, MR. GILLAN PROPOSES THAT  
25 BELL SOUTH FILE ITS WIRE CENTER CHANGES ANNUALLY, COINCIDENT

1 WITH ITS ARMIS FILING WITH THE FCC. IS BELL SOUTH WILLING TO  
2 ENTERTAIN SUCH A PROPOSAL?

3  
4 A. As I indicated above, BellSouth is in the process of reviewing CompSouth's proposal  
5 and may be willing to agree to this proposal with modifications. BellSouth is not  
6 willing to accept Mr. Gillan's proposal in its present form.

7  
8 **Issue 8**

9 **Section 271**

10 Q. ON PAGES 37 THROUGH 47 OF HIS DIRECT TESTIMONY, MR. GILLAN  
11 ARGUES THAT BELL SOUTH IS OBLIGATED TO OFFER "ADDITIONAL" 271  
12 OFFERINGS AT JUST AND REASONABLE RATES IN INTERCONNECTION  
13 AGREEMENTS SUBJECT TO SECTION 252 COMMISSION APPROVAL. HOW  
14 DO YOU RESPOND?

15  
16 A. BellSouth addressed these legal issues in its *Motion for Summary Judgment, or in the*  
17 *Alternative, Motion for Declaratory Ruling* filed with this Authority. As I understand  
18 the situation, this is a legal issue, and that is why BellSouth filed its motions seeking a  
19 legal determination of these issues prior to hearings. Mr. Gillan, like me, isn't a  
20 lawyer. If there are relevant facts, I will be happy to discuss them, but I will leave the  
21 discussion of what the law requires to the lawyers. I would simply urge this  
22 Authority not to be led astray by Mr. Gillan's rhetoric and to focus instead on the  
23 legal arguments the parties have submitted.

1 Q. IN FOOTNOTE 40, PAGE 38, OF MR. GILLAN'S TESTIMONY, HE SUGGESTS  
2 THAT THIS AUTHORITY SHOULD SET INTERIM MARKET RATES FOR  
3 HIGH CAP LOOPS AND TRANSPORT AS IT DID FOR SWITCHING IN  
4 DOCKET 03-00119. DO YOU AGREE?

5  
6 A. No, I do not. As both this Authority and CompSouth are aware, BellSouth filed an  
7 Emergency Petition for Declaratory Ruling and Preemption of State Action with the  
8 FCC after this Authority established an interim rate for switching in the BellSouth/  
9 ITC^DeltaCom arbitration proceeding. The FCC has sought comments in response  
10 to our Petition and this matter is still pending before the FCC. No further interim or  
11 market rates should be set by this Authority while this matter remains pending at the  
12 FCC.

13  
14 **Issues 10 & 11**

15  
16 Q. HOW DO YOU RESPOND TO MR. GILLAN'S ASSERTIONS ABOUT  
17 "MANDATED MIGRATIONS" ON PAGE 62 OF HIS DIRECT TESTIMONY?

18  
19 A. Let me clarify that "mandated migrations" is a term Mr. Gillan uses to define what  
20 happens to UNEs that were de-listed by the FCC in the TRO almost two years ago. I  
21 disagree with his categorization of the conversion of these UNEs to alternative  
22 arrangements as those that "BellSouth effectively forces on an entrant because a  
23 particular UNE or Combination is no longer offered". To the contrary, these are  
24 UNEs which CLECs were obligated to convert to alternative services long before  
25 now. The only reason BellSouth would be the "moving party" (to use Mr. Gillan's



1 term) to handle disposition of these UNEs at this point would be if 1) the CLEC failed  
2 to negotiate with BellSouth to remove rates, terms and conditions for these elements  
3 from their interconnection agreement and 2) failed to act to convert these UNEs to  
4 alternative services. As such, BellSouth should not be forced to absorb the non-  
5 recurring charges associated with converting these services to equivalent BellSouth  
6 tariffed services. This is not BellSouth's "own decision" as Mr. Gillan claims; rather,  
7 BellSouth is simply implementing the requirements of the TRO which some CLECs  
8 have chosen to disregard.

9  
10 Q. SHOULD THIS AUTHORITY ADOPT THE LANGUAGE COMPSOUTH IS  
11 PROPOSING IN SECTION 1.6 OF EXHIBIT JPG-1 TO ADDRESS THE  
12 HANDLING OF UNES THAT ARE NOT TRANSITIONED ON OR BEFORE  
13 MARCH 11, 2006?

14  
15 A. The language CompSouth is proposing to address Issue 11 is, in large part, language  
16 that BellSouth is proposing for Issue 10: What rates, terms, and conditions should  
17 govern the transition of existing network elements that BellSouth is no longer  
18 obligated to provide as Section 251 UNEs to non-Section 251 network elements and  
19 other services.

20  
21 Issue 10 addresses UNEs that were de-listed by the FCC almost two years ago in the  
22 TRO (enterprise switching, OCN loops and transport, etc.) which should no longer  
23 remain in place today. Issue 11 addresses UNEs that were de-listed by the FCC in the  
24 TRRO and should not remain in place after March 10, 2006. Although BellSouth and  
25 CompSouth propose similar language to address different issues, BellSouth will not

1 agree to the language CompSouth proposes as Section 1.6 of Exhibit JPG-1. It should  
2 surprise no one at this point that CompSouth has revised BellSouth's language to 1)  
3 bid CompSouth members more time to transition off of de-listed UNEs, and 2)  
4 remove any references to charges that would apply if CLECs failed to convert or  
5 disconnect these UNEs and BellSouth had to initiate this effort on its own.

6  
7 BellSouth urges this Authority to reject CompSouth's proposed language for Issue 11.  
8 Such language would simply allow CLECs to have prolonged access to de-listed  
9 UNEs after the end of the transition period.

10  
11 **Issue 14**

12 **Commingling**

13 Q. ON PAGES 48 OF MR. GILLAN'S DIRECT TESTIMONY, HE ASKS THIS  
14 AUTHORITY TO REQUIRE THAT SECTION 271 OFFERINGS BE IDENTICAL  
15 TO THE SECTION 251 OFFERINGS THEY REPLACE, EXCEPT AS TO PRICE.  
16 HOW DO YOU RESPOND?

17  
18 A. This is a legal issue which BellSouth has addressed in its *Motion for Summary*  
19 *Judgment, or in the Alternative, Motion for Declaratory Ruling* in this docket.  
20 Therefore, I do not intend to provide any further comment on this particular issue.

21  
22 Q. SHOULD THIS AUTHORITY ADOPT THE LANGUAGE COMPSOUTH IS  
23 PROPOSING IN SECTION 1.11 OF EXHIBIT JPG-1 TO ADDRESS CARRIERS'  
24 COMMINGLING OBLIGATIONS?

1

2 A. No. In addition to the dispute regarding CompSouth's legal conclusions on this issue  
3 in general, BellSouth does not agree to CompSouth's proposal that multiplexing  
4 equipment should be billed at a cost-based rate. The cost of the multiplexing  
5 equipment should be based on the jurisdiction of the higher capacity element with  
6 which it is associated. For example, if a UNE DS1 loop is attached to a special  
7 access DS3 via a 3/1 multiplexer, the multiplexing function is necessarily associated  
8 with the DS3 – because it is the DS3 44 Mbps signal that is being “split”, or  
9 multiplexed, in to 28 individual 1.44 Mbps channels. Thus, the multiplexing  
10 equipment is always associated with the higher bandwidth service that is being  
11 broken down into smaller channel increments.

12

13 **Issue 15**

14 Q. COMPSOUTH HAS PROPOSED LANGUAGE REGARDING SPECIAL ACCESS  
15 TO UNE CONVERSIONS UNDER ISSUE 15 IN EXHIBIT JPG-1. HOW DO YOU  
16 RESPOND?

17

18 A. BellSouth is generally in agreement with CompSouth's proposed language and has  
19 made minor modifications to it as reflected in Exhibit PAT-5. However, CompSouth  
20 references rates found in “Exhibit A” which are not attached to CompSouth's  
21 proposed language. I proposed “switch-as-is” rates in addressing this issue in my  
22 direct testimony. BellSouth recommends that the Authority adopt BellSouth's  
23 proposed rates.

24

25

1

2

**Issue 16**

3

Q. COMPSOUTH HAS PROVIDED A RESPONSE REGARDING ISSUE 16 IN  
EXHIBIT JPG-1. HOW DO YOU RESPOND?

5

6

A. BellSouth believes that any conversions pending on the effective date of the TRO  
should be guided by whether the CLEC had the appropriate conversion language in  
its interconnection agreement at the time the TRO became effective. To the extent  
this is what CompSouth is proposing, then the parties are in agreement. There is  
nothing in the FCC's rules to indicate that these conversion provisions should be  
applied retroactively.

12

13 **Issue 22**

14

**Call Related Databases**

15

Q. DO YOU AGREE WITH COMPSOUTH'S PROPOSED LANGUAGE IN  
SECTION 4.4.3.1 TO ADDRESS BELL SOUTH'S OBLIGATIONS TO PROVIDE  
CALL RELATED DATABASES DURING THE TRANSITION PERIOD?

18

19

A. For the most part, yes, provided that the parties can reach agreement on the  
appropriate language to govern the transition of the embedded base DS0 local  
switching and UNE-P lines to alternative arrangements.

22

23

Q. HOW DO YOU RESPOND TO THE LANGUAGE THAT IS INCLUDED IN MR.  
GILLAN'S EXHIBIT JPG-1 THAT IS ATTRIBUTED TO COMPSOUTH  
MEMBER MCI?

25

1

2

3 A. It should not be adopted. The FCC rejected MCI's proposal in paragraph 558 of the  
4 TRO.

5

6 **Issue 29**

7 **EEL Audits**

8 Q. IT APPEARS COMPSOUTH IS THE ONLY PARTY TO PROVIDE TESTIMONY  
9 OR PROPOSED LANGUAGE ON THIS ISSUE. WHAT ARE YOUR SUMMARY  
10 COMMENTS REGARDING THE COMPSOUTH PROPOSED LANGUAGE?

11

12 A. Generally, the CompSouth proposed language goes well beyond the FCC's  
13 requirements implementing an ILEC's right to audit. BellSouth has provided redlines  
14 to the CompSouth proposed language under Issue 29 that BellSouth is willing to  
15 accept, attached as a component of Exhibit PAT-5.

16

17 Q. DO YOU AGREE WITH MR. GILLAN'S PROPOSAL, ON PAGE 61 OF HIS  
18 DIRECT TESTIMONY, THAT BELL SOUTH PROVIDE CLECS WITH 1)  
19 NOTICE OF ITS INTENT TO AUDIT AND 2) THE GROUNDS PURSUANT TO  
20 WHICH IT BELIEVES IT HAS GOOD CAUSE TO CONDUCT THE AUDIT?

21

22 A. BellSouth has already agreed to Notice of Audit provisions in many of its  
23 interconnection agreements, even though the FCC does not place any such obligation  
24 on BellSouth. The FCC's rules permit BellSouth to conduct an audit on an annual  
25 basis to determine if a particular CLEC is complying with the service eligibility

1 criteria; and since BellSouth must bear the cost of the audit, the audits we have  
2 conducted so far are certainly not "fishing expeditions" as Mr. Gillan claims on page  
3 60, line 17 of his direct testimony. As the FCC found in the TRO, permitting ILECs  
4 to conduct an annual audit "strikes the appropriate balance between the incumbent  
5 LECs' need for usage information and risk of illegitimate audits that impose costs on  
6 qualifying carriers."<sup>5</sup> BellSouth is under no obligation to provide the grounds to  
7 support its request for an audit. Doing so would serve no purpose other than to  
8 enable the audited CLEC to unreasonably dispute and therefore delay the audit.

9  
10 Q. HOW DO YOU RESPOND TO COMPSOUTH'S PROPOSED LANGUAGE IN  
11 SECTION 5.3.4.4. OF EXHIBIT JPG-1 THAT THE PARTIES MUST MUTUALLY  
12 AGREE UPON THE INDEPENDENT AUDITOR?

13  
14 A. CompSouth's proposed language once again imposes requirements upon BellSouth  
15 for which there is no foundation. Since the TRO requires that BellSouth use an  
16 "independent" auditor, there should be no concern that the auditor is in any way  
17 biased toward BellSouth's interests. BellSouth would not knowingly violate the law.  
18 Furthermore, if BellSouth is going to bear the cost of the audit, then BellSouth  
19 certainly has the right to select that auditor on its own. Requiring that BellSouth and  
20 the audited CLEC mutually agree on the auditor will also lead only to unreasonable  
21 and unnecessary delays and disputes.

22  
23 Q. HOW DO YOU RESPOND TO COMPSOUTH'S PROPOSED LANGUAGE IN  
24 SECTIONS 5.3.4.5 AND 5.3.4.6 OF EXHIBIT JPG-1?

---

<sup>5</sup> TRO, ¶ 626.

1

2 A. The language is good, but it does not go far enough. In Section 5.3.4.5, CompSouth  
3 acknowledges the FCC's requirement that, "To the extent the independent auditors  
4 report concludes that the competitive LEC failed to comply with the service eligibility  
5 criteria, that carrier must true-up any difference in payments, convert all  
6 noncompliant circuits to the appropriate service, and make the correct payments on a  
7 going-forward basis."<sup>6</sup> However, this language fails to properly address the FCC's  
8 requirement that it must also "reimburse the incumbent LEC for the cost of the  
9 independent auditor."<sup>7</sup>

10

11 CompSouth addresses this requirement in Section 5.3.4.6; yet its proposed language  
12 does not clarify that reimbursement to BellSouth by CompSouth for the cost of the  
13 audit is required "in the event the independent auditor concludes the competitive LEC  
14 failed to comply with the service eligibility criteria." (TRO, ¶ 627). Additionally,  
15 CompSouth's proposed language places limits on the auditor costs for which it would  
16 have to reimburse BellSouth. Contrary to CompSouth's proposal, the TRO requires  
17 that the audited CLEC would have to reimburse BellSouth for the *full* cost of the  
18 independent auditor if found to be non-compliant.

19

20 **Issue 31**

21 **ISP CORE FORBEARANCE ORDER**

22

23 Q. TO IMPLEMENT THE CORE ORDER, COMPSOUTH SIMPLY PROPOSES  
24 THAT ALL REFERENCES TO "NEW MARKETS" AND "GROWTH CAP"

---

<sup>6</sup> TRO, ¶ 627.

<sup>7</sup> Id.

1 RESTRICTIONS BE DELETED FROM ALL INTERCONNECTION  
2 AGREEMENTS BETWEEN BELL SOUTH AND CLECS. IS THIS PROPOSAL  
3 REASONABLE FOR ALL CLECS?  
4

5 A. No. Since all Interconnection Agreements do not necessarily reference "new  
6 markets" and "growth caps," simply ordering the deletion of these terms would not  
7 address all scenarios. In fact, many of the Interconnection Agreements between  
8 BellSouth and CLECs are "bill and keep" on ISP-bound Traffic and thus the deletion  
9 of "new markets" and "growth cap" restrictions would not be applicable.  
10

11 As I stated in my direct testimony, if the parties are not prohibited from implementing  
12 the Core decision, the mirroring rule still permits the CLEC to choose between two  
13 different rate structures. Thus, if the Interconnection Agreement between BellSouth  
14 and a CLEC has "bill and keep" on ISP-bound Traffic and the parties are not  
15 prohibited from implementing the Core Order, then the CLEC would have to identify  
16 the rate structure it desires and the Parties would then have to craft language to  
17 incorporate this rate structure into the Agreement in replacement of the "bill and  
18 keep" terms. Thus, simply ordering the deletion of "new markets" and "growth cap"  
19 restrictions does not effectively address all scenarios that may be encountered in the  
20 implementation of the Core Order.  
21

22 Q. DOES THIS CONCLUDE YOUR TESTIMONY?  
23



1 A. Yes.

2

3

4

5

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## PAMELA A. TIPTON REBUTTAL EXHIBIT PAT-5

BELLSOUTH'S REDLINES TO DIRECT TESTIMONY EXHIBIT JPG-1 OF  
JOSEPH P. GILLAN**ISSUE 2:**

*What is the appropriate language to implement the FCC's transition plan for (1) switching, (2) high capacity loops and (3) dedicated transport as detailed in the FCC's Triennial Review Remand Order (TRRO), issued February 4, 2005?*

CompSouth's proposed contract language establishes the following processes for the transition of Section 251(c)(3) switching, high-capacity loops, dedicated transport, and dark fiber UNEs.

**BellSouth comments on its redlines to Issue 2:**

As discussed in rebuttal testimony, where a term was not defined, BellSouth assumes the definition it has proposed is acceptable. For example, since the term "UNE Loop" is a defined term in BellSouth's proposed language and not in CompSouth's BellSouth deleted the use of "UNE" as descriptor. BellSouth has also deleted other language that is either redundant, misleading, or not aligned with the FCC's rules. For example, CompSouth erroneously includes "Customer" in its use of the term "Embedded Base", as in "Embedded Customer Base". The FCC discusses Embedded Base as elements or circuits rather than customers. BellSouth has also deleted the term "TELRIC" from the transitional rate terms as discussed in rebuttal testimony.

Since this section was discussing the transition of the embedded base, BellSouth deleted references to the self-certification process and the caps, as these terms have no bearing on the embedded base. The FCC defines the embedded bases as that which was in service on March 11, 2005. Additions of circuits after March 11 cannot change the "embedded base", as it was a snapshot in time.

BellSouth corrected the mis-statements in 2.4.4 as identified in its rebuttal testimony.

## 2.2

**Transition for Certain DS1 and DS3 ~~UNE Loops Under Section 251.~~**

## 2.2.1

For purposes of this Section 2, the Transition Period for the Embedded ~~Customer~~ Base of DS1 and DS3 Loops (defined in 2.2.2) and for the Excess DS1 and DS3 Loops (defined in 2.2.3) is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

## 2.2.2

## Exhibit JPG-1

## CompSouth Proposed Contract Language

For purposes of this Section 2, Embedded Customer Base means ~~customers served by DS1 and DS3 Loops that were in service for CLEC as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in Section 2.2.4.1 or 2.2.4.2.~~ CLEC shall be entitled to order and BellSouth shall provision DS1 and DS3 Loops that CLEC orders for the purpose of serving CLEC's Embedded Customer Base, and such facilities are included in the Embedded Customer Base. Subsequent disconnects or loss of DS1 or DS3 Loop~~customers~~ by CLEC shall be removed from the Embedded Customer Base.

## 2.2.3

Excess DS1 and DS3 Loops are those CLEC DS1 and DS3 Loops in service as ~~of the March 11, 2005 Effective Date of this Agreement~~, in excess of the caps set forth in Sections 2.2.4.1 and 2.2.4.2, respectively, ~~or that are otherwise no longer available as section 251 UNEs.~~ Subsequent disconnects or loss of DS1 or DS3 Loops ~~customers~~, by CLEC shall be removed from Excess DS1 and DS3 Loops.

## 2.2.4

Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available DS1 and DS3 ~~UNE Loops to the Embedded Customer Base as described in this Section 2.2 only for the Embedded Base during the Transition Period:~~

## 2.2.4.1

~~BellSouth shall provide CLEC nondiscriminatory access to DS1 Loops to any Building not served by a wire center with at least 60,000 Business Lines and at least four Fiber-Based Collocators (DS1 Threshold). CLEC shall be entitled to obtain up to ten (10) DS1 UNE Loops to each Building in which DS1 Loops are available on an unbundled basis pursuant to Section 251(c)(3).~~

## 2.2.4.2

~~BellSouth shall provide CLEC nondiscriminatory access to DS3 Loops to any Building not served by a wire center with at least 38,000 Business Lines and at least four Fiber-Based Collocators (DS3 Threshold). CLEC shall be entitled to obtain one DS3 UNE Loop to each Building in which DS3 UNE Loops are available on an unbundled basis pursuant to Section 251(c)(3).~~

CLEC shall be entitled to obtain up to ten (10) DS1 UNE Loops at any single building in which DS1 Loops are available on an unbundled basis pursuant to Section 251(c)(3) (Excess DS1s) (MOVED FROM 2.2.4.1 ABOVE)

CLEC shall be entitled to obtain one DS3 UNE Loop at any single building in which DS3 UNE Loops are available on an unbundled basis pursuant to Section 251(c)(3) (Excess DS3s) (MOVED FROM 2.2.4.1 ABOVE)

NEW SECTION #1

Excess DS1 and DS3 Loops.

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

2.2.4.3 ~~[BELLSOUTH BELIEVES THIS SECTION SHOULD BE SEPARATE]~~

The initial list of wire centers meeting the criteria set forth in Sections 2.2.4.1 and 2.2.4.2 above as of the March 10, 2005 (Initial Wire Center List) ~~Effective Date of this Agreement~~ is available on BellSouth's Interconnection Services Web site at www.interconnection.bellsouth.com ~~attached as Exhibit C.~~

2.2.6

Transition Period Pricing. From March 11, 2005 ~~the Effective Date of this Agreement~~ through the completion of the Transition Period, BellSouth ~~shall~~ may charge a rate for CLEC's Embedded Customer-Base and CLEC's Excess DS1 and DS3 Loops described in this Section 2.2, ~~except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment 2,~~ a rate equal to the higher of:

115% of the ~~TELRIC~~ rate paid for that element on June 15, 2004; or

115% of a new ~~TELRIC~~ rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

These rates shall be set forth in Exhibit B.

2.2.7

Once a wire center exceeds both of the thresholds set forth in Sections 2.2.4.1 ~~and 2.2.4.2~~, BellSouth will not be required to provide CLEC future access to ~~new DS1 UNE~~ Loops for such wire center. ~~In such cases, BellSouth will provide access to new DS1 Loops as required pursuant to section 271.~~

2.2.8

Once a wire center exceeds both of the thresholds set forth in Sections 2.2.4.1 ~~and 2.2.4.2~~, BellSouth will not be required to provide CLEC future access to ~~new DS3 UNE~~ Loops for such wire center. ~~In such cases, BellSouth will provide access to new DS3 Loops as required pursuant to section 271.~~

NEW SECTION #2

The Transition Period shall apply only to CLEC's Embedded Base and Excess DS1 and DS3 Loops. CLEC shall not add new DS1 or DS3 Loops except pursuant to the self-certification process as set forth in Section 1.8 (Self-Certification) of this Attachment.

2.2.9

BellSouth-CLEC will provide written notice to CLEC-BellSouth no later than December 9, February 10, 2005 ~~via spreadsheet identifying of the specific DS1 and DS3 UNE~~ Loops, including the Embedded Customer-Base and Excess DS1 and DS3 ~~UNE~~ Loops that are required to be transitioned to other arrangements ~~facilities~~. CLEC may transition

from these DS1 and DS3 ~~UNE~~ Loops to other available ~~UNE~~ Loops, wholesale facilities provided by BellSouth, including special access, ~~DS1 and DS3 Loops unbundled under Section 271~~, wholesale facilities obtained from other carriers, or self-provisioned facilities. Alternatively, CLEC may disconnect such Loops. No later than March 10, 2006, CLEC shall submit spreadsheet(s) identifying all of the Embedded Customer Base of circuits and Excess DS1 and DS3 Loops to be either (1) disconnected and transitioned to wholesale facilities obtained from other carriers or self-provisioned facilities; or (2) converted to other available ~~UNE~~ Loops or other wholesale facilities provided by BellSouth, including special access and ~~DS1 and DS3 Loops unbundled under section 271~~. Such spreadsheet also shall identify circuits for which there is a dispute regarding its classification as part of the Embedded Customer Base or Excess DS1 and DS3 ~~UNE~~ Loops; the identification of such disputed circuits on the spreadsheet shall constitute self-certification as described in Section 1.8. ~~For Conversions as defined in Section~~, ~~Such spreadsheet shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3~~ Loops. If CLEC chooses to convert the DS1 and DS3 ~~UNE~~ Loops into special access circuits, BellSouth will include such DS1 and DS3 Loops once converted within CLEC's total special access circuits and apply any discounts to which CLEC is entitled.

#### 2.2.9.1

If CLEC fails to submit the spreadsheet(s) specified in Section 2.2.9 above for its Embedded Customer Base and Excess DS1 and DS3 ~~UNE~~ Loops prior to ~~December 9~~ March 11, 2006, BellSouth will identify and may transition such circuits to the equivalent wholesale services provided by BellSouth. Those circuits identified and transitioned by BellSouth pursuant to this Section shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation section 271 of the equivalent BellSouth service.

#### 2.2.9.2

For Embedded Customer Base circuits and Excess DS1 and DS3 ~~UNE~~ Loops transitioned pursuant to Section 2.2.9 or 2.2.9.1, the applicable recurring tariff charges for alternative services provided by BellSouth shall apply to each circuit as of the earlier of the date such circuit/service is transitioned, or March 11, 2006, ~~are provided to CLEC, whether ordered from BellSouth or designated by spreadsheet pursuant to Section 2.2.9 by March 10, 2006. No nonrecurring charges shall apply to the transition of Embedded Customer Base and Excess DS1 and DS3 ~~UNE~~ Loops to (1) wholesale facilities obtained from other carriers or self-provided facilities; or (2) other available ~~UNE~~ Loops or other wholesale facilities provided by BellSouth, including special access and ~~DS1 and DS3 Loops unbundled under Section 271~~. The transition of the Embedded Customer Base and Excess DS1 and DS3 ~~UNE~~ Loops pursuant to Section 2.2.9 and 2.2.9.1 should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to CLEC's customers' service.~~

#### 2.3.6.1

#### **Transition for Certain ~~UNE~~ Dark Fiber ~~UNE~~ Loops under Section 251**

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

## 2.3.6.1.1

For purposes of this Section 2.3.6, the Transition Period for the Embedded Customer Base of Dark Fiber Loops (defined in 2.3.6.1.2) is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

## 2.3.6.1.2

For purposes of this Section 2.3.6, Embedded Customer Base means ~~end-user customers served by Dark Fiber Loops that were in service for CLEC as of March 10, 2005 the Effective Date of the Agreement. CLEC shall be entitled to order and BellSouth shall provision Dark Fiber Loops that CLEC orders for the purpose of serving CLEC's Embedded Customer Base and such facilities are included in the Embedded Customer Base.~~ Subsequent disconnects or loss of Dark Fiber Loops end-user customers by CLEC shall be removed from the Embedded Customer Base.

## 2.3.6.2

Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber ~~UNE~~ Loops as described in this Section 2.3.6 only for CLEC's Embedded Customer Base during the Transition Period. CLEC shall not add Dark Fiber Loops.

## 2.3.6.3

Transition Period Pricing. From March 11, 2005 ~~the Effective Date of this Agreement~~ through the completion of the Transition Period, BellSouth may charge a rate for CLEC's Embedded Customer Base as described in this Section 2.3.6, as set forth below:

A rate equal to the higher of:

115% of the ~~TELRIC~~ rate CLEC paid for that element on June 15, 2004; or

115% of the ~~TELRIC~~ rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

These rates shall be set forth in Exhibit B

## 2.3.6.4

CLEC ~~BellSouth~~ will provide written notice to BellSouth ~~CLEC~~ no later than June 10, 2006 via spreadsheet identifying the specific Dark Fiber ~~UNE~~ Loops that are required to be transitioned to other arrangements ~~facilities~~. CLEC may transition from these Dark Fiber ~~UNE~~ Loops to other available wholesale facilities provided by BellSouth, including special access, Dark Fiber Loops unbundled under section 271, wholesale facilities obtained from other carriers, or self-provisioned facilities. Alternatively, CLEC may disconnect such Dark Fiber Loops. No later than September 10, 2006, CLEC shall submit spreadsheet(s) identifying all of the Embedded Customer Base of circuits to be either (1) disconnected or transitioned to wholesale facilities obtained from other carriers or self-provisioned facilities; or (2) converted to other wholesale facilities provided by BellSouth, including special access and Dark Fiber Loops unbundled under section 271. Such spreadsheets also shall identify circuits for which there is a dispute regarding its

Exhibit JPG-1

CompSouth Proposed Contract Language

~~classification as part of the Embedded Customer Base. For Conversions as defined in Section 2.3.6.4, such spreadsheet shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base. If CLEC chooses to convert the Dark Fiber UNE Loops into special access circuits, BellSouth will include such Dark Fiber Loops once converted within CLEC's total special access circuits and apply any discounts to which CLEC is entitled.~~

## 2.3.6.5

If CLEC fails to submit the spreadsheet(s) specified in Section 2.3.6.4 above for its Embedded Customer Base prior to June 10, September 11, 2006, BellSouth ~~will~~ may identify and transition such circuits to the equivalent wholesale services provided by BellSouth section 271 service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section shall be subject to all applicable disconnect charges as set forth in this Agreement and the full non-recurring charges for installation of the equivalent BellSouth service.

## 2.3.6.6

For Embedded Customer Base circuits transitioned pursuant to Section 2.3.6.4 or 2.3.6.5, the applicable recurring charges for alternative services provided by BellSouth shall apply to each circuit as of the earlier of the date such circuit is services transitioned, or September 11, 2006 ~~are provided to CLEC, whether ordered from BellSouth or designated by spreadsheet pursuant to Section 2.3.6.4 by September 10, 2006. No nonrecurring charges shall apply to the transition of Embedded Customer Base to (1) wholesale facilities obtained from other carriers or self provided facilities; or (2) other wholesale facilities provided by BellSouth, including special access and Dark Fiber Loops unbundled under Section 271. The transition of the Embedded Customer Base pursuant to Section 2.3.6.4 and 2.3.6.5, should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to CLEC's customers' service.~~

## 4.4

**Transition for ~~Certain UNEDS0~~ Local Switching Under 251**

## 4.4.1

For purposes of this Section 4.4, the Transition Period for the Embedded Customer Base of Local Switching (defined in 4.4.2) is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

## 4.4.2

For the purposes of this Section 4.4, Embedded Customer Base means ~~end-user customers served by Local Switching at the DS0 level that was in service for CLEC as of March 10, 2005~~ the Effective Date of the Agreement. CLEC shall be entitled to order and BellSouth shall provision Local Switching orders for the purposes of serving CLEC's Embedded Customer Base and such facilities are included in the Embedded Customer Base. Subsequent disconnects or loss of end-user customers Local Switching by CLEC shall be removed from the Embedded Customer Base.

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

## 4.4.3

Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Local Switching as described in this Section 4.4 only for CLEC's Embedded Customer-Base during the Transition Period.

## 4.4.3.1

BellSouth shall also make available the following elements ~~relating to~~ used in conjunction with Local Switching, as such elements are defined at 47 C.F.R. §51.319(d)(4)(i), during the Transition Period: signaling networks, call-related databases, and shared transport. ~~After the completion of the Transition Period, such elements may be transitioned to the equivalent BellSouth Section 271 offering, pursuant to the transition provisions herein applicable to Local Switching arrangements.~~

## 4.4.4

Transition Period Pricing. From March 11, 2005, ~~the Effective Date of this Agreement~~ through the completion of the Transition Period, BellSouth ~~may~~ shall charge a rate for CLEC's Embedded Customer-Base described in this Section 4.4 as set forth below

A rate equal to the higher of:

The ~~TELRIC~~ rate at which CLEC leased Local Switching ~~that combination of elements~~ on June 15, 2004, plus one dollar; or

The ~~TELRIC~~ rate the Commission established, for Local Switching, if any, between June 16, 2004, and the effective date of the TRRO, plus one dollar.

The rates shall be set forth in Exhibit A.

## 4.4.5

~~BellSouth-CLEC~~ will provide written notice to ~~CLEC-BellSouth~~ no later than ~~February 10~~ October 1, 2005 of the specific ~~UNE-Local Switching elements~~ arrangements that are required to be transitioned to other ~~facilities~~ arrangements. CLEC may transition from these ~~UNE-Local Switching arrangements~~ elements to other available wholesale facilities provided by BellSouth, including Local Switching unbundled under section 271, wholesale facilities obtained from other carriers or self-provisioned facilities. No later than ~~March 10~~ October 1, 2005, CLEC shall submit orders spreadsheet(s) identifying all of the Embedded Customer-Base of ~~circuits-Local Switching elements~~ to be either (1) disconnected or transitioned to wholesale facilities obtained from other carriers or self-provisioned facilities; or (2) converted to other wholesale arrangements ~~facilities~~ provided by BellSouth, ~~including Local Switching unbundled under section 271.~~ Such ~~spreadsheets~~ also shall identify circuits for which there is a dispute regarding its classification as part of the Embedded Customer Base. Such ~~spreadsheet~~ shall take the place of an LSR or ASR.



Exhibit JPG-1

CompSouth Proposed Contract Language

## 4.4.6

If CLEC fails to submit the ~~orders spreadsheet(s)~~ specified in Section 4.4.5 above for its Embedded Customer Base prior to March 11, 2006, BellSouth ~~may will~~ transition ~~disconnect such circuits Local Switching elements to the equivalent BellSouth section 271~~ service.

## 4.4.7

For Embedded Customer Base circuits transitioned pursuant to Section 4.4.5 ~~or 4.4.6~~, the applicable recurring charges for alternative services provided by BellSouth shall apply as of the date such services are provided to CLEC, ~~whether ordered from BellSouth or designated by spreadsheet pursuant to Section 4.4.5 by March 10, 2006~~. No nonrecurring charges shall apply to the transition of Embedded Customer Base to (1) wholesale facilities obtained from other carriers or self-provided facilities; or (2) other wholesale facilities provided by BellSouth, including special access and Local Switching unbundled under Section 271. The transition of the Embedded Customer Base pursuant to section 4.4.5 and 4.4.6 should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to CLEC's customers' service.

## 5.3.3

**Transition Period for ~~Certain UNE-P Under Section 251~~**

## 5.3.3.1

For purposes of this Section 5.3.3, the Transition Period for the Embedded Customer Base of UNE-P (defined in 5.3.3.2) is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

## 5.3.3.2

For the purposes of this Section 5.3.3, Embedded Customer Base shall mean ~~end-user customers served by UNE-P lines that were in service as of March 10, 2005~~ the Effective Date of the Agreement. For the states of North Carolina and South Carolina, during the Transition Period CLEC shall be entitled to order and BellSouth shall provision UNE-P that CLEC orders for the purpose of serving CLEC's existing UNE-P End Users as of March 10, 2005, ~~Embedded Customer Base~~ and such facilities shall ~~be~~ included in the Embedded Customer Base. For the state of Alabama, during the Transition Period CLEC shall be entitled to order and BellSouth shall provision UNE-P that CLEC orders for the purpose of serving CLEC's existing UNE-P End Users at their existing locations as of March 10, 2005, and such facilities shall be included in the Embedded Base. Subsequent disconnects or loss of UNE-P end-user customers by CLEC shall be removed from the Embedded Customer Base.

## 5.3.3.3

BellSouth shall also make available the following elements ~~in conjunction with~~ relating to ~~UNE-P Local Switching~~, as such elements are defined at 47 C.F.R. §51.319(d)(4)(i), during the Transition Period: signaling networks, call-related databases, and shared transport. ~~After the completion of the Transition Period, such elements may be~~

Exhibit JPG-1

## CompSouth Proposed Contract Language

~~transitioned to the equivalent BellSouth Section 271 offering, pursuant to the transition provisions herein applicable to UNE-P arrangements.~~

## 5.3.3.4

Transition Period Pricing. From March 11, 2005~~the Effective Date of the Agreement~~ through the completion of the Transition Period, BellSouth ~~shall~~may charge a rate for CLEC's Embedded Customer Base as set forth below.

A rate equal to the higher of:

The ~~TELRIC~~ rate at which CLEC leased that combination of elements on June 15, 2004, plus one dollar; or

The ~~TELRIC~~ rate the Commission established for that combination, if any, between June 16, 2004, and the effective date of the TRRO, plus one dollar.

These rates shall be set forth in Exhibit AB.

## 5.3.3.5

~~CLEC~~BellSouth will provide written notice to BellSouth~~CLEC~~ no later than October 1, 2006~~February 10, 2006~~ of the specific UNE-P arrangements that are required to be transitioned to other ~~facilities~~arrangements. CLEC may transition from these UNE-P arrangements to other available wholesale facilities provided by BellSouth, including ~~Local Switching unbundled under section 271 commingled with DS0 capacity loops unbundled under Section 251~~, wholesale facilities obtained from other carriers or self-provisioned facilities. No later than October 1~~March 10, 2006~~, CLEC shall submit orders~~spreadsheet(s)~~ identifying all of the Embedded Customer Base of circuits to be either ~~(1) disconnected, or (2) transitioned to wholesale facilities obtained from other carriers or self-provisioned facilities; or (3) converted to other wholesale services~~facilities provided by BellSouth, including Local Switching unbundled under section 271 commingled with DS0 capacity loops unbundled under Section 251. Such ~~spreadsheets also shall identify circuits for which there is a dispute regarding its classification as part of the Embedded Customer Base. Such spreadsheet shall take the place of an LSR or ASR.~~

## 5.3.3.6

If CLEC fails to submit the orders ~~spreadsheet(s)~~ specified in Section 5.3.3.5 above for its Embedded Customer Base prior to March 11, 2006, BellSouth ~~will~~may transition such circuits to the equivalent BellSouth resold section 271 service. Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of such resold service as set forth in BellSouth's tariffs and this Agreement, including Local Switching unbundled under section 271 commingled with DS0 capacity loops unbundled under Section 251.

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

## 5.3.3.7

For Embedded Customer-Base circuits transitioned pursuant to Section 5.3.3.5 or 5.3.3.6, the applicable recurring charges for alternative services provided by BellSouth shall apply as of the date such services are provided to CLEC, whether ordered from BellSouth or designated by spreadsheet pursuant to Section 5.3.3.6 by March 10, 2006. No nonrecurring charges shall apply to the transition of Embedded Customer Base to (1) wholesale facilities obtained from other carriers or self-provided facilities; or (2) other wholesale facilities provided by BellSouth, including special access and UNE-P unbundled under section 271. The transition of the Embedded Customer-Base pursuant to section 5.3.3.5 and 5.3.3.6 should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to CLEC's customers' service.

## 6.2

**Transition for Certain DS1 and DS3 UNE Dedicated Transport Including DS1 and DS3 UNE Entrance Facilities Under Section 251**

## 6.2.1

For purposes of this Section 6.2, the Transition Period for the Embedded Customer-Base of DS1 and DS3 ~~UNE Dedicated Transport (defined in 6.2.2), for the Embedded Base including all DS1 and DS3 UNE Entrance Facilities (defined in 6.2.2~~NEW SECTION #4), and for the Excess DS1 and DS3 ~~UNE Dedicated Transport (defined in 6.2.3)~~ is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

## 6.2.2

For purposes of this Section 6.2, Embedded Customer-Base means DS1 and DS3 ~~UNE Dedicated Transport circuits including DS1 and DS3 UNE Entrance Facilities~~ that were in service for CLEC as of March 10, 2005 in those wire centers that, as of such date, and meet the criteria set forth in Sections 6.2.4.1 and 6.2.4.2. ~~CLEC shall be entitled to order and BellSouth shall provision DS1 and DS3 UNE Dedicated Transport, including DS1 and DS3 UNE Entrance Facilities that CLEC orders for the purpose of serving CLEC's Embedded Customer Base and such facilities are included in the Embedded Customer Base. Subsequent disconnects or loss of end-user customers DS1 or DS3 Dedicated Transport circuits by CLEC shall be removed from the Embedded Customer-Base.~~

NEW SECTION #4

6.2.3—For purposes of this Section 6.2, Embedded Base Entrance Facilities means Entrance Facilities that were in service for CLEC as of March 10, 2005. Subsequent disconnects of Entrance Facilities by CLEC shall be removed from the Embedded Customer-Base.

## 6.2.3

Excess DS1 and DS3 Dedicated Transport are those CLEC DS1 and DS3 Dedicated Transport facilities in service as of March 10, 2005~~the Effective Date of the Agreement~~, in excess of the caps set forth in Sections 6.2.4.1 and 6.2.4.2 respectively, or that are

~~otherwise no longer available as section 251 UNEs.~~ Subsequent disconnects or loss of end-user customers Excess DS1 or DS3 Dedicated Transport by CLEC shall be removed from Excess DS1 and DS3 Dedicated Transport.

#### 6.2.4

Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available the following to CLEC's Embedded Customer Base DS1 and DS3 Dedicated Transport, including DS1 and DS3 Entrance Facilities, as defined in this Section 6.2 only for CLEC's Embedded Base during the Transition Period;

##### 6.2.4.1

~~BellSouth shall provide CLEC nondiscriminatory access to unbundled DS1 UNE Dedicated Transport on any Route connecting a pair of wire centers where both wire centers at the end points of the Route contain 38,000 or more Business Lines or four (4) or more Fiber-Based Collocators (Tier 1 Wire Center). In other words, BellSouth shall not be required to provide such unbundled DS1 UNE Dedicated Transport if both of the wire centers defining the CLEC requested Route are Tier 1 Wire Centers, as defined in this Attachment. CLEC shall be entitled to obtain up to (10) DS1 UNE Dedicated Transport circuits on each Route where there is no unbundling obligation for DS3 UNE Dedicated Transport. Where DS3 Dedicated Transport is available as UNE under Section 251(e)(3), no cap applies to the number of DS1 UNE Dedicated Transport circuits CLEC can obtain on each Route.~~

##### 6.2.4.2

~~BellSouth shall provide CLEC nondiscriminatory access to unbundled DS3 UNE Dedicated Transport on any Route connecting a pair of wire centers where both wire centers at the end points of the Route contain 24,000 or more Business Lines or three (3) or more Fiber-Based Collocators (Tier 2 Wire Center). In other words, BellSouth shall not be required to provide such unbundled DS3 UNE Dedicated Transport if both of the wire centers defining the CLEC requested Route are either Tier 1 or Tier 2 Wire Centers, as defined in this Attachment. CLEC may obtain up to twelve (12) DS3 UNE Dedicated Transport circuits on each Route where such DS3 UNE Dedicated Transport is available on an unbundled basis pursuant to Section 251(e)(3).~~

CLEC may obtain a maximum of ten (10) unbundled DS1 Dedicated Transport circuits or twelve (12) unbundled DS3 Dedicated Transport circuits, or their equivalent, on each route where the respective Dedicated Transport is available as a Network Element.

#### NEW SECTION #5

Excess DS1 and DS3 Dedicated Transport

#### NEW SECTION #6

Embedded Base Entrance Facilities

##### 6.2.4.3 [BELLSOUTH BELIEVES THIS SECTION SHOULD BE SEPARATE]

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

The initial list of wire centers meeting the criteria set forth in Section 6.2.4.1 and 6.2.4.2 above as of March 10, 2005 (Initial Wire Center List)~~the Effective Date of this Agreement~~ is available on BellSouth's Interconnection Services Web site at www.interconnection.bellsouth.com~~attached as Exhibit D.~~

#### 6.2.4.4

Transition Period Pricing. From March 11, 2005~~the Effective Date of this Agreement~~ through the completion of the Transition Period, BellSouth ~~shall~~may charge a rate for CLEC's Embedded Customer Base, and CLEC's Embedded Base Entrance Facilities, and CLEC's Excess DS1 and DS3 ~~UNE~~ Dedicated Transport described in this Section 6.2, ~~except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment.~~

A rate equal to the greater of:

115% of the ~~TELRIC~~ rate CLEC paid for that element on June 15, 2004; or

115% of the ~~TELRIC~~ rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

These rates shall be set forth in Exhibit B.

#### 6.2.4.5

Once a wire center exceeds either of the thresholds set forth in ~~this~~ Section 6.2.4.1, BellSouth will not be required to provide CLEC future access to ~~new~~ DS1 ~~UNE~~ Dedicated Transport from that wire center to other Tier 1 Wire Centers on such Routes. ~~BellSouth will provide access to new DS1 Dedicated Transport as required pursuant to section 271.~~

#### 6.2.4.6

Once a wire center exceeds either of the thresholds set forth in Section 6.2.4.2, BellSouth will not be required to provide CLEC future access to ~~new~~ DS3 ~~UNE~~ Dedicated Transport from that wire center to Tier 1 or Tier 2 Wire Centers on such Routes. ~~BellSouth will provide access to new DS3 Dedicated Transport as required pursuant to section 271.~~

#### NEW SECTION #7

The Transition Period shall apply only to CLEC's Embedded Base, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport. CLEC shall not add new DS1 or DS3 Transport except pursuant to the self-certification process as set forth in Section 1.8 (Self-Certification) of this Attachment. CLEC shall not add new Entrance Facilities pursuant to this Agreement.

#### 6.2.4.7

Exhibit JPG-1

CompSouth Proposed Contract Language

~~CLEC BellSouth~~ will provide written notice to ~~BellSouth~~ CLEC no later than ~~December 9, February 10, 2005~~ 6 via spreadsheet identifying of the specific DS1 and DS3 UNE Dedicated Transport circuits, including the Embedded Customer Base of DS1 and DS3 Dedicated Transport circuits, ~~Embedded Base including DS1 and DS3 UNE Entrance Facilities, and Excess DS1 and DS3 UNE Dedicated Transport circuits that are required to be transitioned to other facilities arrangements.~~ CLEC may transition from ~~Embedded Base and Excess these DS1 and DS3 UNE Dedicated Transport circuits, including DS1 and DS3 UNE Entrance Facilities~~ to other available UNE Dedicated Transport circuits offered pursuant to this Agreement, wholesale facilities provided by BellSouth, including special access, ~~DS1 and DS3 Dedicated Transport circuits unbundled under Section 271,~~ wholesale facilities obtained from other carriers or self-provisioned facilities. Alternatively, CLEC may disconnect such circuits. CLEC may transition from the ~~Embedded Base Entrance Facilities~~ to wholesale facilities provided by BellSouth, including special access, wholesale facilities obtained from other carriers or self-provisioned facilities. Alternatively, CLEC may disconnect such Embedded Base Entrance Facilities. ~~No later than March 10, 2006, CLEC shall submit spreadsheet(s) identifying all of the Embedded Customer Base of circuits and Excess DS1 and DS3 Dedicated Transport circuits to be either (1) disconnected and transitioned to wholesale facilities obtained from other carriers or self-provisioned facilities; or (2) converted as Conversions pursuant to Section 1.6 to other available UNE Dedicated Transport circuits or other wholesale facilities provided by BellSouth, including special access and DS1 and DS3 Dedicated Transport circuits unbundled under section 271. Such spreadsheet also shall identify circuits for which there is a dispute regarding its classification as part of the Embedded Customer Base or Excess DS1 and DS3 UNE Dedicated Transport; the identification of such circuits on the spreadsheet shall constitute self certification as described in Section 1.8. Such~~ For Conversions as defined in Section \_\_\_\_\_, such spreadsheet shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport. ~~If CLEC chooses to convert the DS1 and DS3 UNE Dedicated Transport circuits into special access circuits, BellSouth will include such DS1 and DS3 Dedicated Transport circuits once converted within CLEC's total special access circuits and apply any discounts to which CLEC is entitled.~~

## 6.2.4.8

If CLEC fails to submit the spreadsheet(s) specified in Section 6.2.4.6 above for its Embedded Customer Base, Embedded Base Entrance Facilities, and Excess DS1 and DS3 UNE Dedicated Transport circuits prior to ~~December 9, March 11, 2006~~ 5, BellSouth will identify and may transition such circuits to the equivalent wholesale services provided by BellSouth. Those circuits identified and transitioned by BellSouth pursuant to this Section shall be subject to all applicable disconnect charges set forth in this Agreement and the full nonrecurring charges for installation of the equivalent BellSouth service. ~~BellSouth section 271 service.~~

## 6.2.4.9

For Embedded Customer Base circuits, Embedded Base Entrance Facilities, and Excess DS1 and DS3 UNE Dedicated Transport circuits transitioned pursuant to Section 6.2.4.7

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

or 6.2.4.8, the applicable recurring charges for alternative services provided by BellSouth shall apply to each circuit as of the earlier of the date such services circuit is transitioned, or March 11, 2006, are provided to CLEC, whether ordered from BellSouth or designated by spreadsheet pursuant to Section 6.2.4.6 by March 10, 2006. No nonrecurring charges shall apply to the transition of Embedded Customer Base and Excess DS1 and DS3 UNE Dedicated Transport circuits to (1) wholesale facilities obtained from other carriers or self provided facilities; or (2) other available UNE Loops or other wholesale facilities provided by BellSouth, including special access and DS1 and DS3 Dedicated Transport circuits unbundled under section 271. The transition of the Embedded Customer Base, Embedded Base Entrance Facilities, and Excess DS1 and DS3 UNE Dedicated Transport circuits pursuant to Section 6.2.4.7 and 6.2.4.8 should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to CLEC's customers' service.

#### 6.9.1

#### **Transition for Certain Dark Fiber UNE Transport and Dark Fiber UNE Entrance Facilities**

##### 6.9.1.1

For purposes of this Section 6.9, the Transition Period for the Embedded Customer Base of Dark Fiber UNE Transport (defined in 6.9.1.2) and, including all Embedded Base Dark Fiber UNE Entrance Facilities (defined in 6.9.1.2 NEW SECTION #8) is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

##### 6.9.1.2

For purposes of this Section 6.9, Embedded Base means Dark Fiber UNE Transport, including Dark Fiber UNE Entrance Facilities that were in service for CLEC as of March 10, 2005 the Effective Date of the Agreement that, as of such date, met the criteria set forth in Section 6.9 1.4. CLEC shall be entitled to order and BellSouth shall provision Dark Fiber UNE Transport, including Dark Fiber UNE Entrance Facilities that CLEC orders for the purpose of serving CLEC's Embedded Customer Base and such facilities are included in the Embedded Customer Base. Subsequent disconnects or loss of end user customers Dark Fiber Transport by CLEC shall be removed from the Embedded Base.

#### NEW SECTION #8

For purposes of this Section 6.9, Embedded Base Dark Fiber Entrance Facilities means Entrance Facilities that were in service for CLEC as of March 10, 2005. Subsequent disconnects of Dark Fiber Entrance Facilities by CLEC shall be removed from the Embedded Base.

##### 6.9.1.3

Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber UNE Transport, including Dark Fiber UNE Entrance Facilities as defined in this Section 6.9 only for CLEC's Embedded Customer Base only during the Transition Period:-

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

## 6.9.1.4

~~BellSouth shall provide CLEC nondiscriminatory access to unbundled Dark Fiber DS3 UNE Dedicated Transport on any Route connecting a pair of wire centers where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more Fiber-Based Collocators (Tier 2 Wire Center). In other words, BellSouth shall not be required to provide such unbundled DS3 UNE Dedicated Transport if both of the wire centers defining the CLEC requested Route are either Tier 1 or Tier 2 Wire Centers, as defined in this Attachment.~~

NEW SECTION 9Embedded Base Dark Fiber Entrance Facilities6.9.1.4.1 [BELLSOUTH BELIEVES THIS SECTION SHOULD BE SEPARATE]

The initial list of wire centers meeting the criteria set forth in Section 6.9.1.4 as of the ~~March 10, 2005~~ Effective Date of this Agreement, (Initial Wire Center List) is available on BellSouth's Interconnection Services Web site at www.interconnection.bellsouth.com ~~is Attached hereto as Exhibit D.~~

## 6.9.1.5

Transition Period Pricing. From ~~March 11, 2005~~ the Effective Date of this Agreement through the completion of the Transition Period, BellSouth ~~may~~ shall charge a rate for CLEC's Embedded Customer-Base and Embedded Base Dark Fiber Entrance Facilities described in this Section 6.9, ~~except pursuant to the self-certification process has set forth in Section 1.8.~~

A rate equal to the greater of:

115% of the ~~TELRIC~~ rate CLEC paid for that element on June 15, 2004; or

115% of the ~~TELRIC~~ rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

These rates shall be set forth in Exhibit B.

## 6.9.1.6

Once a wire center exceeds the threshold set forth in Section 6.9.1.4.1, BellSouth will not be required to provide CLEC future access to ~~new~~ Dark Fiber UNE Transport ~~from that wire center to Tier 1 or Tier 2 Wire Center on such Routes. BellSouth will provide access to new Dark Fiber UNE Transport as required pursuant to section 271.~~

NEW SECTION #10

The Transition Period shall apply only to CLEC's Embedded Base and Embedded Base Dark Fiber Entrance Facilities. CLEC shall not add new Dark Fiber Transport except pursuant to the self-certification process as set forth in Section 1.8 (Self-Certification) of



*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

this Attachment. CLEC shall not add new Entrance Facilities pursuant to this Agreement.

6.9.1.7

CLEC~~BellSouth~~ will provide written notice to BellSouth ~~CLEC~~ via spreadsheet no later than June 10, 2006, identifying of the specific Dark Fiber UNE Transport circuits, including the and Embedded Customer Base of Dark Fiber UNE Transport circuits and Dark Fiber UNE Entrance Facilities that are required to be transitioned to other arrangements facilities. CLEC may transition from the Embedded Base Dark Fiber UNE Transport circuits, including Dark Fiber UNE Entrance Facilities to other available Dark Fiber UNE Dedicated Transport circuits pursuant to this Agreement, wholesale facilities provided by BellSouth, including special access, Dark Fiber Transport circuits unbundled under section 271, wholesale facilities obtained from other carriers or self-provisioned facilities. Alternatively, CLEC may disconnect such Dark Fiber Transport circuits. CLEC may transition from the Embedded Base Entrance Facilities to wholesale facilities provided by BellSouth, including special access, wholesale facilities obtained from other carriers or self-provisioned facilities. Alternatively, CLEC may disconnect such Embedded Base Dark Fiber Entrance Facilities. No later than September 10, 2006, CLEC shall submit spreadsheet(s) identifying all of the Embedded Customer Base of circuits to be either (1) disconnected and transitioned to wholesale facilities obtained from other carriers or self-provisioned facilities; or (2) converted as Conversions pursuant to Section 1.6 of this Agreement to other available Dark Fiber UNE Transport circuits or other wholesale facilities provided by BellSouth, including special access and Dark Fiber Transport circuits unbundled under section 271. Such spreadsheet also shall identify circuits for which there is a dispute regarding its classification as part of the Embedded Customer Base; the identification of such circuits on the spreadsheet shall constitute self-certification as described in Section 1.8. For Conversions as defined in Section \_\_\_\_\_, such spreadsheet shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Embedded Base Dark Fiber Entrance Facilities. If CLEC chooses to convert the Dark Fiber UNE Transport circuits into special access circuits, BellSouth will include such Dark Fiber UNE Transport circuits once converted within CLEC's total special access circuits and apply any discounts to which CLEC is entitled.

6.9.1.8

If CLEC fails to submit the spreadsheet(s) specified in Section 6.9.1.7 above for its Embedded Customer Base and Embedded Base Dark Fiber Entrance Facilities prior to June 10, 2006~~September 11, 2006~~, BellSouth will identify and may transition such circuits to the equivalent wholesale services provided by BellSouth. Those circuits identified and transitioned by BellSouth pursuant to this Section shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of an equivalent BellSouth~~section 271~~ service.

6.9.1.9

For Embedded Customer Base circuits and Embedded Base Dark Fiber Entrance Facilities transitioned pursuant to Section 6.9.1.7 or 6.9.1.8, the applicable recurring

*Exhibit JPG-1**CompSouth Proposed Contract Language*

~~charges for alternative services provided by for BellSouth provided services shall apply to each circuit as of the earlier of the date such circuit services is transitioned, or September 10, 2006, are provided to CLEC, whether ordered from BellSouth or designated by spreadsheet pursuant to Section 2.2.9 by September 10, 2006. No nonrecurring charges shall apply to the transition of Embedded Customer Base circuits to (1) wholesale facilities obtained from other carriers or self-provided facilities; or (2) other available Dark Fiber UNE Transport or other wholesale facilities provided by BellSouth, including special access and Dark Fiber Transport circuits unbundled under section 271. The transition of the Embedded Customer Base and Embedded Base Dark Fiber Entrance Facilities pursuant to Section 6.9.1.7 and 6.9.1.8 should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to CLEC's customers' service.~~

**ISSUE 3:**

- a) *How should existing ICAs be modified to address BellSouth's obligation to provide network elements that the FCC has found are no longer Section 251(c)(3) obligations?*
- b) *What is the appropriate way to implement in new agreements pending in arbitration any modifications to BellSouth's obligations to provide network elements that the FCC has found are no longer Section 251(c)(3) obligations?*

**CompSouth proposed contract language for Issue 2 (TRRO Transition) implements the changes in BellSouth's obligations to provide loops, transport, switching, and dark fiber UNEs pursuant to Section 251(c)(3) obligations.**

BellSouth addressed CompSouth's "language" in Issue 2 above and in its rebuttal testimony.

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

**ISSUE 4**

*What is the appropriate language to implement BellSouth's obligation to provide Section 251 unbundled access to high capacity loops and dedicated transport and how should the following terms be defined?*

- (i) *Business line*
- (ii) *Fiber-based collocation*
- (iii) *Building*
- (iv) *Route*

**BellSouth addresses CompSouth's proposed definitions in its rebuttal testimony. CompSouth has not proposed a definition of Route although this term is used in its proposed language. BellSouth proposed a definition of Route in connection with Issue 2 in its direct testimony.**

**10.1**

For purposes of this Attachment 2, a "Building" is a permanent physical structure including, but not limited to, a structure in which people reside, or conduct business or work on a daily basis and which has a unique street address assigned to it excluding suites, floors, room numbers or other identifying information (Unique Street Address). ~~With respect to multi-tenant property with a single street address, an individual tenant's space shall constitute one "building" for purposes of this Attachment (1) if the multi-tenant structure is subject to separate ownership of each tenant's space, or (2) if the multi-tenant structure is under single ownership and there is no centralized point of entry in the structure through which all telecommunications services must transit. As an example only, a high rise office building with a general telecommunications equipment room through which all telecommunications services to that building's tenants must pass would be a single "building" for purposes of this Attachment 2. A building for purposes of this Attachment 2 does not include convention centers, arenas, exposition halls, and other locations that are routinely used for special events of limited duration. Two or more physical structures that share a connecting wall or are in close physical proximity shall not be considered a single building solely because of a connecting tunnel or covered walkway, or a shared parking garage or parking area so long as each such structures have a Unique Street Address. Under no circumstances shall educational, governmental, medical, research, manufacturing, or transportation centers that consist of multiple permanent physical structures held under common ownership on a contiguous property and are held under common ownership will each be considered a single building for purposes of this Attachment 2.~~

**10.2**

For purposes of this Attachment 2, a "Business Line" is, as defined in 47 C.F.R. § 51.5, a BellSouth-owned switched access line used to serve a business customer, whether by BellSouth itself or by a CLEC that leases the line from BellSouth. The number of business lines in a wire center shall equal the sum of all BellSouth business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

end-user customers with BellSouth end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines." ARMIS 43-08 business line data reports shall be used in calculating business lines. Business lines ~~do not include~~ (i) non-switched loop facilities; (ii) lines used to serve residential customers; (iii) dedicated or shared transport; (iv) ISPs' transport facilities; (v) lines used to serve subsidiaries or affiliates of the ILEC; (vi) data lines, or any portions of data lines, not connected to the end office for the provision of switched voice services interconnected to the PSTN; (vii) unused capacity on channelized high capacity loops; (viii) lines used for VoIP unless such facilities are switched at the wire center; and (ix) any lines not confirmed by the ILEC to conform to the above requirements. BellSouth may not "round up" when calculating 64 Kbps equivalents for high capacity loops (e.g., a 144 Kbps service is equal to two business lines, not three). In addition, when calculating data speeds for purposes of determining 64 Kbps equivalents, BellSouth must use the lowest data speed associated with the line when sold to the customer, not a higher potential use or a higher one way speed. Any Centrex extensions located in a wire center will be calculated with a value of 1/9 of a business line, consistent with the Centrex Equivalent Factor developed by the FCC in its Second Order on Reconsideration and Memorandum Opinion and Order, Access Charge Reform; Price Cap Performance Review for Local Exchange Carriers; Transport Rate Structure, 12 FCC Red 16606, ¶¶ 31-32 (1997) and its Order and Second Order on Reconsideration, (FCC Docket 96-45) \_\_\_\_\_ FCC Red \_\_\_\_\_, ¶¶ 3-4 (2003). HDSL capable copper loops are not the equivalent of DS1 loops for the purpose of counting Business Lines.

#### 10.4

For purposes of this Attachment 2, a "Fiber-Based Collocator" is, as defined in 47 C.F.R. § 51.5, any carrier, unaffiliated with BellSouth, that maintains a collocation arrangement in a BellSouth wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the BellSouth wire center premises; and (3) is owned by a party other than BellSouth or any affiliate of BellSouth, except as set forth in this paragraph. Dark fiber obtained from an incumbent LEC on an indefeasible right of use basis shall be treated as non-incumbent LEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. For purposes of this paragraph, the term affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in this Title.

~~For purposes of this definition: (i) carriers that have entered into merger and/or other consolidation agreements, or otherwise announced their intention to enter into the same, will be treated as affiliates and therefore as one collocator; provided, however, in the case one of the parties to such merger or consolidation arrangement is BellSouth, then the other party's collocation arrangement shall not be counted as a Fiber Based Collocator; (ii) a Comparable Transmission Facility means, at a minimum, the provision of transmission capacity equivalent to fiber optic cable with a minimum point to point symmetrical data capacity exceeding 12 DS3s; (iii) the network of a Fiber Based Collocator may only be counted once in making a determination of the number of Fiber-~~

*Exhibit JPG-1*

*CompSouth Proposed Contract Language*

~~Based Collocators, notwithstanding that such single Fiber Based Collocator leases its facilities to other collocators in a single wire center; provided, however, that a collocating carrier's dark fiber leased from an unaffiliated carrier may only be counted as a separate fiber optic cable from the unaffiliated carrier's fiber if the collocating carrier obtains this dark fiber on an IRU basis.~~

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

**ISSUE 5:**

- a) *Does the Commission have the authority to determine whether or not BellSouth's application of the FCC's Section 251 non-impairment criteria for high capacity loops and transport is appropriate?*
- b) *What procedures should be used to identify those wire centers that satisfy the FCC's Section 251 non-impairment*

**Bellsouth comment: As discussed in rebuttal testimony, BellSouth is in the process of reviewing CompSouth's proposed language for this issue.**

**Procedures for additional designations of "non-impaired" wire centers by BellSouth**

.1  
If BellSouth seeks to designate additional wire centers as "non-impaired" for purposes of the FCC's Triennial Review Remand Order (*TRRO*), BellSouth shall file with the Commission post a Carrier Notification Letter designating a proposed list of any new (additional) "non-impaired" wire centers ("subsequent wire centers"), on April 1 of each year (coincident with its filing of ARMIS 43-08 data with the FCC). The list of additional "non-impaired" wire centers as designated filed by BellSouth shall reflect the number of Bbusiness Llines, and fiber-based collocators, as of December 31 of the previous year, in each wire center that BellSouth proposes be considered "non-impaired," and shall also reflect the number of fiber-based collocators in each subsequent wire center on the list at the time of BellSouth's designation.

.2  
In any such filing designating additional wire centers as "non-impaired," BellSouth shall file all supporting documentation that each new wire center meets *TRRO* criteria, including the following information. Designation by BellSouth of additional "non-impaired" wire centers shall be based on the following criteria:

- a. The CLLI of the wire center.
- b. The number of switched business lines served by BellSouth ~~RBOC~~ in that wire center based upon data as reported in ARMIS 43-08 for the previous year just ending.
- c. The sum of all UNE Loops connected to each wire center, including UNE Loops provisioned in combination with other elements. number of UNE P or equivalent lines used to serve business customers.
- d. The number of analog UNE L lines in service.
- e. The number of DS-1 UNE L lines in service.
- f. The number of DS-3 UNE L lines in service.
- g. A completed worksheet that shows, in detail, any conversion of access lines to voice grade equivalents.
- h. The names of any carriers relied upon as fiber-based collocators ~~relied~~ independent fiber optic networks (or comparable transmission facilities) terminating in a collocation arrangement in that wire center.

*Exhibit JPG-1  
CompSouth Proposed Contract Language*

.3  
~~CLEC shall have from the date of BellSouth's filing until May 1 to file a challenge to any new wire center named by BellSouth in any such April 1 filing~~

.4  
BellSouth and CLEC agree to resolve disputes concerning BellSouth's additional wire center designations in dispute resolution proceedings before the Commission.

.5  
~~Changes to the wire center designations shall become effective on July 1 following the April 1 filing by BellSouth, to the extent that such changes are approved by the Commission by that date.~~

.6  
~~After the completion of the annual process for additional wire center designations described above, BellSouth shall identify the additional wire centers that have been approved by the Commission in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".~~

.7  
Effective ten (10) business days after the date of a BellSouth posts such CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle DS1 and/or DS3 Loops, Dedicated Transport circuits, or Dark Fiber ~~Loops or Transport~~, as applicable, in such additional wire center(s).



*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

**ISSUE 6:**

*Are HDSL-capable loops the equivalent of DS1 loops for the purpose of evaluating impairment?*

**See Issue 4: The CompSouth proposed definition of "Business Line" includes the following as its last sentence:**

~~HDSL-capable copper loops are not the equivalent of DS1 loops for the purpose of counting Business Lines.~~

**The proposed definition of HDSL-capable loop is as follows:**

2.3.5 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.

**BellSouth's proposed definition of DS1 Loops in Exhibit PAT-1, Section 2.3.6.1 includes the following:**

For purposes of this Agreement, including the transition of DS1 and DS3 Loops described in Section 2.1.4 above, DS1 Loops include 2-wire and 4-wire copper Loops capable of providing high-bit rate digital subscriber line services, such as 2-wire and 4-wire HDSL Compatible Loops.

Exhibit JPG-1  
CompSouth Proposed Contract Language

**ISSUE 7:**

*Once a determination is made that CLECs are not impaired without access to high capacity loops or dedicated transport pursuant to the FCC's rules, can changed circumstances reverse that conclusion, and if so, what process should be included in Interconnection Agreements to implement such changes?*

.1  
In the event that (1) Should BellSouth mistakenly designate list a wire center as non-impaired, (2) and CLEC relies to its detriment on does not dispute BellSouth's designation, (3) CLEC converts existing UNEs to other services or orders new services as services other than UNEs, (4) CLEC otherwise would have been entitled to UNEs in such wire center at the time alternative services were provisioned, and (5) a regulatory body with authority determines that, at the time BellSouth designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of CLEC, BellSouth shall transition to UNEs any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, BellSouth shall immediately notify CLEC of its error and promptly refund CLEC the difference between the rate paid by CLEC for such services and the applicable UNE rate of any overpayments, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services.

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

**ISSUE 8:**

- (a) *Does the Commission have the authority to require BellSouth to include in its interconnection agreements entered into pursuant to Section 252, network elements under either state law, or pursuant to Section 271 or any other federal law other than Section 251?*
- (b) *If the answer to part (a) is affirmative in any respect, does the Commission have the authority to establish rates for such elements?*
- (c) *If the answer to part (a) or (b) is affirmative in any respect, (i) what language, if any, should be included in the ICA with regard to the rates for such elements, and (ii) what language, if any, should be included in the ICA with regard to the terms and conditions for such elements?*

**BellSouth believes that (a) and (b) should be answered in the negative and therefore, no contract language is appropriate for this issue.**

**Interim Rates For Section 271 Checklist Items**

1

~~Interim Just and Reasonable Rates for DS1, DS3, and Dark Fiber Loops and Dedicated Transport~~

~~BellSouth may charge a rate for DS1, DS3, and Dark Fiber Loops and DS1, DS3 and Dark Fiber Dedicated Transport offered pursuant to Section 271 that is equal to the higher of:~~

~~115% of the TELRIC rate paid for the same element as it was provided to CLEC by BellSouth under Section 251(c)(3) on June 15, 2004; or~~

~~115% of a new TELRIC rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.~~

2

~~Interim Just and Reasonable Rates for Commingled Section 271 Switching and Section 251 UNE DS0 Loops~~

~~BellSouth may charge a rate for Commingled Section 271 Switching and Section 251 UNE DS0 Loops offered pursuant to Section 271 that is equal to the higher of:~~

~~The TELRIC rate at which CLEC leased the combination of unbundled Local Switching and DS0 Loop pursuant to Section 251(c)(3) on June 15, 2004, plus one dollar; or~~

~~The TELRIC rate the Commission established, if any, between June 16, 2004, and the effective date of the TRRO, plus one dollar~~

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

**ISSUE 9:**

*What conditions, if any, should be imposed on moving, adding, or changing orders to a CLEC's respective embedded bases of switching, high-capacity loops and dedicated transport, and what is the appropriate language to implement such conditions, if any?*

**CompSouth's language regarding the *TRRO* Transition is detailed in response to Issue 2. In addition, the following proposed provisions address the definition of "embedded base" and the related restrictions imposed by the *TRRO*.**

**The language CompSouth proposes for this issue is contrary to that which CompSouth proposed for Issue 2.**

**Other than the Transition language BellSouth provided for Issue 2 in Exhibit PAT-1, BellSouth believes no language is appropriate for this issue as the Georgia District Court has found that no new adds for de-listed UNEs are permitted. This issue is further discussed in Ms. Blake's direct and rebuttal testimony.**

~~2.1.4.2~~

~~For purposes of the Transition Period in this Section 2, Embedded Customer Base is defined as (1) business entities, including corporations, limited liability companies, partnerships, sole proprietorships, cooperatives and other entities; (2) governmental and non-profit organizations; and (3) residential customer that had executed a valid contract or service order or were subscribed to CLEC's services as of March 10, 2005. CLEC shall be entitled to order and BellSouth shall provision DS1 and DS3 loops that CLEC orders for the purpose of serving CLEC's Embedded Customer Base. CLEC shall self-certify, if requested to do so by BellSouth, that a DS1 or DS3 CLEC orders is to be used to serve CLEC's Embedded Customer Base. Any DS1 or DS3 Loop that BellSouth provisions prior to March 11, 2005, and that does not satisfy the criteria set out in Section 2.1.5 for access to DS1 and DS3 Loops under Section 251 shall be subject to the transition set forth in this Section 2.1.4. BellSouth shall provision any DS1 or DS3 Loop that CLEC orders that it self-certifies; BellSouth shall have the right to dispute CLEC's ability to obtain such Loop after provisioning utilizing the process set forth in Section 2.1.5.2 below.~~

~~4.2.2~~

~~For the purposes of the Transition Period in this Section 4, Embedded Customer Base is defined as (1) business entities, including corporations, limited liability companies, partnerships, sole proprietorships, cooperatives and other entities; (2) governmental and non-profit organizations; and (3) residential customers that had executed a valid contract or service order or were subscribed to CLEC's services as of March 10, 2005. Local Switching to be provided to CLEC for service to its Embedded Customer Base includes any additional elements that are required to be provided in conjunction therewith. Subsequent loss of End Users by CLEC shall be removed from the Embedded Customer Base.~~

~~5.4.3.2~~

*Exhibit JPG-1**CompSouth Proposed Contract Language*

~~For the purposes of the Transition Plan in this Section 5.4.3, Embedded Customer Base is defined as (1) business entities, including corporations, limited liability companies, partnerships, sole proprietorships, cooperatives and other entities; (2) governmental and non-profit organizations; and (3) residential customers that had executed a valid contract or service order or were subscribed to CLEC's services as of March 10, 2005. UNE-P to be provided to CLEC for service to its Embedded Customer Base includes any additional elements that are required to be provided in conjunction therewith. Subsequent loss of End Users by CLEC shall be removed from the Embedded Customer Base.~~

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

**ISSUE 10:**

*What rates, terms, and conditions should govern the transition of existing network elements that BellSouth is no longer obligated to provide as Section 251 UNEs to non-Section 251 network elements and other services and (a) what is the proper treatment for such network elements at the end of the transition period; and (b) what is the appropriate transition period, and what are the appropriate rates, terms, and conditions during such transition period, for unbundled high capacity loops, high capacity transport, and dark fiber transport in and between wire centers that do not meet the FCC's non-impairment standards at this time, but that meet such standards in the future?*

**This issue is addressed by the CompSouth proposed language included under Issue 2. In addition, CompSouth proposes the following language to apply to bulk migrations of lines from one service platform to another associated with the transition off certain Section 251(c)(3) UNEs.**

**BellSouth addressed language for the first part of Issue 10 and subpart (a) in Issue 2 and in Exhibit PAT-1, Section 1.7. BellSouth addressed language for subpart (b) in Sections 2.1.4.12, 6.2.6.10 and 6.9.1.10 of Exhibit PAT-1. Although BellSouth does not believe that the CompSouth language below addresses this issue, BellSouth is willing to accept the language as modified.**

**Bulk Migration****2.1.9.4**

BellSouth will make available to CLEC a Bulk Migration process pursuant to which CLEC may request to (1) migrate port/loop combinations, provisioned pursuant to either an Interconnection Agreement or a separate agreement between the parties, to Loops (UNE-L); ~~or (2) migrate BellSouth retail customers to CLEC using UNE-L or EELs; and (3) migrate another CLEC's embedded customer base of port/loop combinations or UNE-L to CLEC using UNE-L.~~ The Bulk Migration process may be used if such loop/port combinations ~~or UNE-L~~ being used to serve the customer before migration are (1) associated with two (2) or more Existing Account Telephone Numbers (EATNs); and (2) located in the same Central Office. The terms and conditions for use of the Bulk Migration process are described in the BellSouth CLEC Information Package, incorporated herein by reference as it may be amended from time to time. The CLEC Information Package is located at [www.interconnection.bellsouth.com/guides/html/unecs.html](http://www.interconnection.bellsouth.com/guides/html/unecs.html). The rates for the Bulk Migration process shall be the nonrecurring rates associated with the Loop type being requested on the Bulk Migration, as set forth in Exhibit A. Additionally, Operations Support Systems (OSS) charges will also apply. Loops connected to Integrated Digital Loop Carrier (IDLC) systems will be migrated pursuant to Section 2.6 below.

**2.1.9.5**

Should CLEC request migration for two (2) or more EATNs containing fifteen (15) or more circuits, CLEC must use the Bulk Migration process referenced in 2.1.11.1 above.

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

**Hot Cut Performance****4.2.6**

~~BellSouth is required to meet hot cut demand and shall work with CLEC to take all reasonable steps to prevent avoidable disruption to CLEC's customers' service. If BellSouth causes an outage lasting longer than 15 minutes or in any way fails to honor its commitments to the FCC and/or state commission regarding the hot cut or batch migration process, BellSouth will refund all non recurring charges applicable to the service to which CLEC's customers are being migrated. If BellSouth can not complete the hot cuts and batch migration process in accordance with the volumes and ordering process BellSouth has established, then BellSouth shall provide Local Switching at the rates set forth in Exhibit A plus \$1.00, until the migration is completed.~~

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

**ISSUE 11:**

*What rates, terms, and conditions, if any, should apply to UNEs that are not converted on or before March 11, 2006, and what impact, if any, should the conduct of the parties have upon the determination of the applicable rates, terms, and conditions that apply in such circumstances?*

**BellSouth believes that the additional language below provided by CompSouth is not applicable to this issue. BellSouth provided its response to this issue in its response to Issue 2 and in Exhibit PAT-1. BellSouth believes the CompSouth language below addresses Issues 3 and 10.**

## 1.67

Except to the extent expressly provided otherwise in this Attachment, CLEC may not maintain a UNE or UNE Combination offered pursuant to a prior interconnection agreement that is no longer offered pursuant to this Agreement (e.g., DS1 capacity and above "enterprise" Local Switching) (collectively Arrangements). In the event BellSouth determines that CLEC has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide thirty (30) days' written notice to CLEC to disconnect or convert such Arrangements, identifying specific service arrangements (by circuit identification number) that BellSouth is no longer is obligated to provide as UNEs under Section 251(c)(3) and that CLEC must disconnect or convert to Other Services or other service arrangements. CLEC may transition from these UNEs to other available UNEs, wholesale facilities provided by BellSouth, including special access, ~~Section 271 checklist items,~~ wholesale facilities obtained from other carriers or self-provisioned facilities. CLEC will acknowledge receipt of such notice and will have thirty (30) days from the date of such notice to verify the list, notify BellSouth of ~~initial disputes or~~ concerns regarding such list, ~~or select alternative service arrangements (or disconnection), and submit orders to transition or disconnect.~~ If CLEC fails to submit ~~disputes or orders to disconnect or convert transition~~ such Arrangements within such thirty (30) day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). In that event, those circuits identified and transitioned by BellSouth pursuant to this Section shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent BellSouth service. The applicable recurring charge shall apply to each circuit as of the Effective Date of this Agreement. The transition of such UNE(s) shall take place in a ~~seamless manner that avoids, or otherwise minimizes to the extent possible without any~~ customer disruptions or adverse affects to service quality. ~~There will be no service order, labor, disconnection, project management or other nonrecurring charges associated with the transition of UNEs to Other Services or other service arrangements. The Parties will absorb their own costs associated with effectuating the process set forth in this section. Recurring charges for comparable 271 services (as set forth in Exhibit B), or rates associated with the selected Other Service (as set forth in Exhibit B or the relevant BellSouth tariff) shall apply to all service arrangements as of the date that conversion to such BellSouth provided services is complete. If CLEC chooses to convert DS1 or DS3 Loops to special access circuits, BellSouth will include such DS1~~



*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

~~and DS3 Loops once converted within CLEC's total special access circuits and apply discounts for which CLEC is eligible.~~

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

**ISSUE 12:**

*Should identifiable orders properly placed that should have been provisioned before March 11, 2005, but were not provisioned due to BellSouth errors in order processing or provisioning, be included in the “embedded base”?*

**CLEC orders that are properly and timely placed should be considered part of the “embedded base” of customers for purposes of the *TRRO* transition. Specific contract language addressing the definition of “embedded base” is included under Issue 9. CompSouth’s proposed contract language regarding the *TRRO* transition is included under Issue 2.**

BellSouth Comment: BellSouth agrees with CompSouth’s position, though CompSouth’s language does not appear to include these terms.

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

**ISSUE 13:**

*Should network elements de-listed under section 251(c)(3) be removed from the SQM/PMAP/SEEM?*

**Because CompSouth's proposed language was taken from BellSouth's standard proposal, BellSouth does not object to the language below. However, this language does not address issue 13. BellSouth simply proposes that the Commission's SEEMs plan be amended to remove measurements and penalties associated with de-listed UNEs.**

1.3

CLEC may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R § 51.309. Performance Measurements associated with this Attachment 2 are contained in Attachment \_\_\_\_\_. The quality of the Network Elements as well as the quality of the access to said Network Elements that BellSouth provides to CLEC shall be, to the extent technically feasible, at least equal to that which BellSouth provides to itself, and its affiliates.

1.4

The Parties shall comply with the requirements as set forth in the technical references within this Attachment 2. BellSouth shall comply with the requirements set forth in the technical reference TR73600, as well as any performance or other requirements identified in this Agreement, to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards. If one or more of the requirements set forth in this Agreement are in conflict, the technical reference TR73600 requirements shall apply. If the parties cannot reach agreement, the dispute resolution process set forth in the General Terms and Conditions of this Agreement shall apply.

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

**ISSUE 14: TRO – COMMINGLING**

*What is the scope of commingling allowed under the FCC's rules and orders and what language should be included in Interconnection Agreements to implement commingling (including rates)?*

1.11      Commingling of Services

- 1.11.1      Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that CLEC has obtained at wholesale from BellSouth, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities. ~~The wholesale services that can be commingled with Network Elements or a Combination include network elements required to be unbundled under Section 271.~~ CLEC must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.
- 1.11.2      Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or 2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.
- 1.11.3      Unless expressly prohibited by the terms of this Attachment, BellSouth shall permit CLEC to Commingle an unbundled Network Element or a Combination of unbundled Network Elements with wholesale (i) services obtained from BellSouth, (ii) ~~services obtained from third parties or (ii) facilities provided by CLEC.~~ For purposes of example only, CLEC may Commingle unbundled Network Elements or Combinations of unbundled Network Elements with wholesale ~~other services and facilities including, but not limited to, switched and special access services, or services purchased under resale arrangements with BellSouth.~~
- 1.11.3      Unless otherwise agreed to by the Parties, the ~~Section 251~~ Network Element portion ~~and the Section 271 unbundled network element portion~~ of a commingled circuit arrangement will be billed at the rates set forth in this Agreement and the remainder of the circuit or service ~~that is provided under tariff or under another agreement between the Parties will be billed in accordance with BellSouth's tariffed rates or rates set forth in that separate agreement.~~
- 1.11.4      When multiplexing equipment is attached to a commingled arrangement, the multiplexing equipment will be billed from the same agreement or the tariff as the higher bandwidth circuit. ~~at the cost based rate contained herein~~ - Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit. ~~interconnection agreement.~~

## Exhibit JPG-1

## CompSouth Proposed Contract Language

- 1.11.5 ~~-BellSouth shall not change its wholesale or access tariffs in any fashion, or add new access tariffs, that would restrict or negatively impact the availability or provision of Commingling under this Attachment or the Agreement, unless BellSouth and CLEC have amended this Agreement in advance to address BellSouth proposed tariff changes or additions. BellSouth shall cooperate fully with CLEC to ensure that operational policies and procedures implemented to effect commingled arrangements shall be handled in such a manner as to not operationally or practically impair or impede CLEC's ability to implement new commingled arrangements. BellSouth acknowledges and agrees that the language of this Attachment complies with and satisfies the requirements of BellSouth wholesale and access tariffs with respect to commingling.~~
- 1.11.6 ~~Where processes, including ordering and provisioning processes, for any commingling or commingled arrangement available under this Agreement (including, by way of example, for existing services sought to be converted to a commingled arrangement) are not already in place, the Parties will develop and implement processes. BellSouth shall use existing ordering and provisioning processes already developed for other Network Elements, if possible; if doing so is not possible, BellSouth shall promptly determine what new processes are necessary. Until such processes are developed, BellSouth agrees (i) to accept CLEC's orders for commingling via an electronic spreadsheet specifying the information reasonably necessary to complete such orders and to provision all such orders within fourteen (14) days of receipt, or (ii) if CLEC desires to issue a BFR, then BellSouth will allow CLEC to follow the BFR process. The Parties will comply with any applicable Change Management guidelines or BFR guidelines as applicable, provided however, that compliance with such Change Management guidelines shall not negate BellSouth's obligation to provide the Commingled Arrangements listed in Exhibit X as of the effective date of this Agreement. An electronic process will be developed through Change Management within 180 days.~~
- 1.11.7 ~~Upon the effective date of this Agreement, BellSouth shall provide local switching unbundled under Section 271 commingled with unbundled Loops (provided as a Network Element under Section 251 or unbundled under Section 271) as Port/Loop Commingled Arrangements in the Arrangements identified in Exhibit X.~~
- 1.11.8 ~~BellSouth shall only charge CLEC the non-recurring service order charge as set forth in Exhibit A that are applicable to the Section 251 Network Element(s), facilities or services that CLEC has obtained at wholesale from BellSouth.~~
- 1.11.5 Notwithstanding any other provision of this Agreement, BellSouth shall not be obligated to commingle or combine Section 251 network elements or

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

combinations with any service, network element or offering that it is obligated to make available only pursuant to Section 271 of the Act.

- 1.12 Terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6 and are incorporated herein by this reference. The charges shall be as set forth in Exhibit A.

**1.13 Ordering Guidelines and Processes**

- 1.13.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services,

<<customer short name>>CLEC should refer to the "Guides" section of the BellSouth Interconnection Web site.

- 1.13.2 Additional information may also be found in the individual CLEC Information Packages located at the "CLEC UNE Products" on BellSouth's Interconnection Web site at:

[www.interconnection.bellsouth.com/guides/html/unes.html](http://www.interconnection.bellsouth.com/guides/html/unes.html)

- 1.13.3 The provisioning of Network Elements, Combinations and Other Services to <<customer short name>>CLEC's Collocation Space will require cross-connections within the central office to connect the Network Element, Combinations or Other Services to the demarcation point associated with <<customer short name>>CLEC's Collocation Space. These cross-connects are separate components that are not considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to this Agreement

**~~EXHIBIT X: COMMINGLED ARRANGEMENTS IMMEDIATELY AVAILABLE~~**

**~~I. Commingled loop and transport:~~**

~~(a) UNE DSI loop connected to:~~

- ~~(1) a commingled wholesale/special access M13 multiplex and DS3 or higher capacity interoffice transport;~~  
~~(2) a UNE DSI transport which is then connected to a commingled wholesale/special access M13 multiplex and DS3 or higher capacity interoffice transport; or,~~  
~~(3) a commingled wholesale/special access DSI transport.~~

~~(b) UNE DSI transport connected to a commingled wholesale/special access M13 multiplex and DS3 or higher capacity interoffice transport.~~

~~(c) UNE DS3 transport connected to a commingled wholesale/special access higher capacity interoffice transport.~~

- ~~(d) High Cap Loop connected to a special access multiplexer~~
- ~~(e) Special Access DS1 loop to:~~
  - ~~(1) UNE M13 multiplex and DS3 transport; or~~
  - ~~(2) UNE DS1 transport~~
- ~~(f) Special Access DS3 loop connected to UNE DS3 transport~~
- ~~(g) UNE DS1 or DS3 loop provisioned onto 3rd party's interoffice transport or multiplexers~~

## ~~H. Commingled Port/Loop Arrangements:~~

- ~~———— (a) 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.~~
- ~~———— (b) 2 wire voice grade DID 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. ———~~
- ~~———— (c) 2 wire CENTREX port, voice grade loop, CENTREX intercom functionality, 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.~~
- ~~———— (d) 2 wire ISDN Basic Rate Interface, 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.~~
- ~~———— (e) 4 wire ISDN Primary Rate Interface, DS1 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.~~

~~(f) 4-wire DS1 Trunk port, DS1 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.~~



**ISSUE 15: TRO – CONVERSIONS** *Is BellSouth required to provide conversion of special access circuits to UNE pricing, and if so, at what rates, terms and conditions and during what timeframe should such new requests for such conversions be effectuated?*

BellSouth comment: BellSouth can agree to the language below as modified.

\_\_\_.1

Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services. Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to CLEC pursuant to Section 251 of the Act and under this Agreement, or convert a Network Element or Combination that is available to CLEC pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. BellSouth shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate Conversion request from CLEC. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between CLEC and BellSouth. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Sections 1.13.1 and 1.13.2 below.

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

**ISSUE 16: TRO – CONVERSIONS** *What are the appropriate rates, terms, conditions, and effective dates, if any, for conversion requests that were pending on the effective date of the TRO?*

Conversions pending on the effective date of the TRO should be handled using conversion provisions set forth in the amended ICAs. See issue 15 for proposed CompSouth contract language on conversions.

BellSouth is generally in agreement in so far as the interconnection agreement for a CLEC with conversion requests pending on the effective date of the TRO has effective language as of that date providing that CLEC access to such conversions requested. Bellsouth addresses this issue in its rebuttal testimony.

**ISSUE 17: TRO – LINE SHARING**

*Is BellSouth obligated pursuant to the Telecommunications Act of 1996 and FCC Orders to provide line sharing to new CLEC customers after October 1, 2004?*

**Line Sharing**

**BellSouth would strike the following CompSouth proposed contract language in its entirety and use instead the language set forth in Eric Fogle's Direct Testimony Exhibit EF-1:**

~~2.11 BellSouth shall provide CLEC access to the high frequency portion of the local loop as an unbundled network element ("High Frequency Spectrum") at the rates set forth in Exhibit C. BellSouth shall provide CLEC with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.~~

~~2.11.1 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow CLEC the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 C.F.R. Section 51.230, including, but not limited to, ADSL, RADSL, and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. CLEC shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. CLEC shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.~~

~~2.11.2 The following loop requirements are necessary for CLEC to be able to access the High Frequency Spectrum: an unconditioned, 2 wire copper loop. An unconditioned loop is a copper loop with no load coils, low pass filters, range extenders, DAMLS, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. The process of removing such devices is called "conditioning." BellSouth shall charge and CLEC shall pay as interim rates, the same rates that BellSouth charges for conditioning stand-alone loops as provided in this Interconnection Agreement (e.g., unbundled copper loops, ADSL loops, and HDSL loops) until permanent pricing for loop conditioning are established either by mutual agreement or by a state public utilities commission. The interim~~

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

~~costs for conditioning are subject to true up as provided in this agreement. BellSouth will condition loops to enable CLEC to provide xDSL-based services on the same loops the incumbent is providing analog voice service, regardless of loop length. BellSouth is not required to condition a loop in connection with CLEC's access to the High Frequency Spectrum if conditioning of that loop impairs service from the end users perspective. If CLEC requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, CLEC shall pay for the loop to be restored to its original state.~~

~~2.11.3 CLEC's termination point is the point of termination for CLEC's on the toll main distributing frame in the central office ("Termination Point"). BellSouth will use jumpers to connect CLEC's connecting block to the splitter. The splitter will route the High Frequency Spectrum on the circuit to the CLEC's xDSL equipment in the CLEC's collocation space.~~

~~2.11.4 For the purposes of testing line shared loops, CLEC shall have access to the test access point associated with the splitter and the demarcation point between BellSouth's network and CLEC's network.~~

~~2.11.5 The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end user terminates its BellSouth provided voice service for any reason, and CLEC desires to continue providing xDSL service on such loop, CLEC shall be required to purchase the full stand-alone loop unbundled network element. In the event BellSouth disconnects the end user's voice service pursuant to its tariffs or applicable law, and CLEC desires to continue providing xDSL service on such loop, CLEC shall be permitted to continue using the line by purchasing the full stand-alone loop unbundled network element. BellSouth shall give CLEC notice in a reasonable time prior to disconnect, which notice shall give CLEC an adequate opportunity to notify BellSouth of its intent to purchase such loop. The Parties shall work collaboratively towards the method of notification and the time periods for notice. In those cases in which BellSouth no longer provides voice service to the end user and CLEC purchases the full stand-alone loop, CLEC may elect the type of loop it will purchase. CLEC will pay the appropriate recurring and non-recurring rates for such loop as set forth in Attachment 2 of the Agreement, including a voice grade loop.~~

~~2.11.6 CLEC and BellSouth shall continue to work together collaboratively to develop systems and processes for provisioning the High Frequency Spectrum in various real life scenarios. BellSouth and CLEC agree that CLEC is entitled to purchase the High Frequency Spectrum on a loop that is provisioned over fiber fed digital loop carrier. BellSouth will provide CLEC with access to feeder sub-loops at UNE prices. BellSouth and CLEC will work together to establish methods and~~

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

~~procedures for providing CLEC access to the High Frequency Spectrum over fiber fed digital loop carriers.~~

~~2.11.7 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.~~

~~2.11.8 To order High Frequency Spectrum on a particular loop, CLEC must have a DSLAM collocated in the central office that serves the end user of such loop. BellSouth shall allow CLEC to order splitters in central offices where CLEC is in the process of obtaining collocation space. BellSouth shall install such splitters before the end of CLEC's collocation provisioning interval.~~

~~2.11.9 BellSouth will devise a splitter order form that allows CLEC to order splitter ports in increments of 8, 24 or 96 ports.~~

~~2.11.10 BellSouth will provide CLEC the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.~~

~~2.11.11 BellSouth will provide CLEC with access to the High Frequency Spectrum of the unbundled loop as follows:~~

~~2.12 For 1-5 lines at the same address within three (3) business days from BellSouth's issuance of a FOC; 6-10 lines at the same address within 5 business days from BellSouth's issuance of a FOC; and more than 10 lines at the same address is to be negotiated.~~

~~2.12.1 BellSouth shall test the data portion of the loop to insure the continuity of the wiring for CLEC's data using the LSVT test set for both the provisioning and maintenance of a loop. This test shall be performed from the CLEC designated tie cable pair (which is connected to CLEC's DSLAM) to the Main Distribution Frame (MDF) where the customer's cable pair leaves the BellSouth central office. This process will be implemented unless, and until, CLEC and BellSouth mutually agree on another process. If BellSouth delivers a line shared loop that is not properly wired by BellSouth, BellSouth shall adjust the monthly recurring charge to reflect the day that the line shared loop was placed in service.~~

~~2.12.2 CLEC will use the Central Office Synch Test (COST) as referenced at [insert web site address].~~

#### **~~MAINTENANCE AND REPAIR~~**

~~2.12.3 CLEC shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the High Frequency Spectrum. CLEC may access the loop at the point where the combined voice and data signal exits the splitter.~~

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- ~~2.12..4 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer premise and the Termination Point of demarcation in the central office. CLEC will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.~~
- ~~2.12..5 If the problem encountered appears to impact primarily the xDSL service, the end user should call CLEC. If the problem impacts primarily the voice service, the end user should call BellSouth. If both services are impaired, the end user should contact BellSouth and CLEC.~~
- ~~2.12..6 BellSouth and CLEC will work together to diagnose and resolve any troubles reported by the end user and to develop a process for repair of lines as to which CLEC has access to the High Frequency Spectrum. The Parties will continue to work together to address customer initiated repair requests and other customer impacting maintenance issues to better support unbundling of High Frequency Spectrum.~~
- ~~2.12..6.1 The Parties will be responsible for testing and isolating troubles on its respective portion of the loop. Once a Party ("Reporting Party") has isolated a trouble to the other Party's ("Repairing Party") portion of the loop, the Reporting Party will notify the end user to report the trouble to the other service provider. The Repairing Party will take the actions necessary to repair the loop if it determines a trouble exists in its portion of the loop.~~
- ~~2.12..6.2 If a trouble is reported on either Party's portion of the loop and no trouble actually exists, the Repairing Party may charge the Reporting Party for any dispatching and testing (both inside and outside the central office) required by the Repairing Party in order to confirm the loop's working status.~~
- ~~2.12..7 In the event CLEC's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify CLEC and allow twenty four (24) hours to cure the trouble. If CLEC fails to resolve the trouble, BellSouth may discontinue CLEC's access to the High Frequency Spectrum on such loop.~~
- ~~2.12..8 CLEC will use the Central Office Synch Test (COST) as referenced at [insert web site address].~~

**ISSUE 18: TRO – LINE SHARING – TRANSITION**

*If the answer to foregoing issue is negative, what is the appropriate language for transitioning off a CLEC's existing line sharing arrangements?*

**BellSouth's modifications to CompSouth's proposed contract language appear in redline below, and are consistent with Eric Fogle's Direct Testimony Exhibit EF-1.**

3                    Line Sharing

3.1.3.1            General.

3.1.43.0.1       Line Sharing is defined as the process by which CLEC provides digital subscriber line "xDSL" service over the same copper loop that BellSouth uses to provide Retail voice service, with BellSouth using the low frequency portion of the loop and CLEC using the high frequency spectrum (as defined below) of the loop.

3.1.23.1.1       Line Sharing arrangements in service as of October 1, 2003, under a prior Interconnection Agreement between BellSouth and CLEC, will remain in effect ~~be grandfathered until the earlier of the date~~ the End User discontinues or moves XDSL service with CLEC. Arrangements ~~Grandfathered arrangements~~ pursuant to this Section will be billed at the rates set forth in Exhibit A.

3.1.33.1.2       No new line sharing arrangements may be ordered. For line sharing arrangements placed in service between October 2, 2003, and October 1, 2004; on or after October 2, 2004 (whether under this Agreement only, or under this Agreement and a prior Agreement), the rates will be as set forth in Exhibit A.

3.1.43.1.3       Any Line Sharing arrangements placed in service between October 2, 2003 and October 1, 2004; on or after October 2, 2004, and not otherwise terminated, shall terminate on October 2, 2006.

3.1.53.1.4       The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow CLEC the ability to provide xDSL data services to the End User for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for loop Transmission Systems. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. CLEC shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.

3.1.63.1.5       Access to the High Frequency Spectrum requires an unloaded, 2-wire copper loop. An unloaded loop is a copper loop with no load coils, low-

*Exhibit JPG-1*  
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pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601.

3.1.73.1.6 BellSouth will provide Loop Modification to CLEC on an existing loop for Line Sharing in accordance with procedures as specified in Section 2 of this Attachment. BellSouth is not required to modify a loop for access to the High Frequency spectrum if modification of that loop significantly degrades BellSouth's voice service. If CLEC requests that BellSouth modify a loop and such modification significantly degrades the voice services on the loop, CLEC shall pay for the loop to be restored to its original state.

3.1.83.1.7 Line Sharing shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the End User. In the event the End User terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the End User's voice service pursuant to its tariffs or applicable law, and CLEC desires to continue providing xDSL service on such loop, CLEC or the new voice provider, shall be required to purchase a full stand-alone loop UNE. ~~To the extent commercially reasonable, BellSouth shall give CLEC notice in a reasonable time prior to disconnect.~~ In those cases in which BellSouth no longer provides voice service to the End User and CLEC purchases the full stand-alone loop, CLEC may elect the type of loop it will purchase. CLEC will pay the appropriate recurring MRC and nonrecurring NRC rates for such loop as set forth in Exhibit A to this Attachment. In the event CLEC purchases a voice grade loop, CLEC acknowledges that such loop may not remain xDSL compatible.

3.1.93.1.8 In the event the End User terminates its BellSouth provided voice service, and CLEC requests BellSouth to convert the Line Sharing arrangement to a Line Splitting arrangement (see below), BellSouth will discontinue billing CLEC for the High Frequency Spectrum and begin billing the voice CLEC. BellSouth will continue to bill the Data LEC for all associated splitter charges if the Data LEC continues to use a BellSouth splitter.

3.1.103.1.9 Only one CLEC shall be permitted access to the High Frequency Spectrum of any particular loop.

3.1.113.2 ~~After the transition period, any new customer must be served through a line splitting arrangement, through use of stand-alone copper loop, or through an arrangement that a competitive LEC has negotiated with the incumbent LEC to replace line sharing.~~

3.1.12 Once BellSouth has placed cross-connects on behalf of CLEC to provide CLEC access to the High Frequency Spectrum and CLEC chooses to rearrange its splitter or CLEC pairs, CLEC may order the rearrangement of its splitter or cable pairs via "Subsequent Activity." Subsequent Activity is any rearrangement of CLEC's cable pairs or splitter ports after BellSouth has placed cross-connection to provide CLEC access to the



High Frequency Spectrum. BellSouth shall bill and CLEC shall pay the Subsequent Activity charges as set forth in Exhibit A of this Attachment.

3.1.13.3 BellSouth's Local Ordering Handling (LOH) will provide CLEC the LSR format to be used when ordering disconnections of the High Frequency Spectrum or Subsequent Activity.

### 3.2.3.4 Maintenance and Repair – Line Sharing

~~3.2.1~~ CLEC shall have access for test purposes to any Loop for which it has access to the High Frequency Spectrum. CLEC may test from the collocation space, the Termination Point or the NID.

~~3.2.23.4.1~~ BellSouth will be responsible for repairing voice services and the physical line between the NID and the Termination Point. CLEC will be responsible for repairing its data services. Each Party will be responsible for maintaining its own equipment.

~~3.2.33.4.2~~ CLEC shall inform its End Users to direct data problems to CLEC, unless both voice and data services are impaired, in which event CLEC should direct the End Users to contact BellSouth.

~~3.2.53.4.3~~ Once a Party has isolated a trouble to the other Party's portion of the Loop, the Party isolating the trouble shall notify the End User that the trouble is on the other Party's portion of the Loop

~~3.2.1~~ Notwithstanding anything else to the contrary in this Agreement, when BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to CLEC, BellSouth will notify CLEC, and bill CLEC accordingly. If BellSouth reports a trouble to CLEC for the High Frequency Spectrum on the Loop, and no trouble actually exists within CLEC's portion of the network, CLEC may charge BellSouth, and BellSouth shall pay, for any dispatching and testing (both inside and outside the central office) required by CLEC in order to confirm the trouble is not within CLEC's portion of the network.

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

**ISSUE 19: TRO – LINE SPLITTING** *What is the appropriate ICA language to implement BellSouth's obligations with regard to line-splitting?*

**3 Line Splitting**

3.33.1 Line splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.

3.43.2 Line Splitting – UNE-L. In the event CLEC provides its own switching or obtains switching from a third party, CLEC may engage in line splitting arrangements with another CLEC using a splitter, provided by CLEC ~~or a third party~~, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.

3.53.3 Line Splitting – Loop and UNE Port (UNE-P) or commingled Loop and Unbundled Local Switching provided pursuant to Section 271.

3.5.133.3.13 ~~To the extent CLEC is purchasing UNE-P pursuant to this Agreement, or is using a commingled arrangement that consists of a Loop and Unbundled Local Switching provided by BellSouth pursuant to Section 271, BellSouth will permit CLEC to replace UNE-P with line splitting. utilize Line Splitting. The UNE-P arrangement will be converted to a stand-alone Loop, a Network Element switch port, two collocation cross-connects and the high frequency spectrum line activation. Where the converted arrangement replaces UNE-P that CLEC is using to provide service to its embedded base of customer, the resulting arrangement shall continue to be included in CLEC's Embedded Customer Base as described in Section 5.4.3.2.~~

3.5.143.3.14 CLEC shall provide BellSouth with a signed LOA between it and the Data LEC or Voice CLEC with which it desires to provision Line Splitting services, if CLEC will not provide voice and data services.

3.5.153.3.15 ~~Line Splitting arrangements in service pursuant to this Section 3.3 that are provided using UNE-P must be disconnected or provisioned pursuant to Section 3.2 on or before the end of the transition plan specified by the FCC in the TRRO (March 10, 2006.) unless such date is revised or eliminated, in which case the transition plan if it not eliminated, will continue until such date as may be specified by the FCC, the applicable state commission or court of competent jurisdiction.~~

3.63.4 Provisioning Line Splitting and Splitter Space

3.6.133.4.13 The Data LEC, Voice CLEC, a third party or BellSouth may provide the splitter. When CLEC or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location; a collocation cross-connection connecting the Loop to the collocation space; a second

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

collocation cross-connection from the collocation space connected to a voice port; the high frequency spectrum line activation, and a splitter. When BellSouth owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location with CFA and splitter port assignments, and a collocation cross-connection from the collocation space connected to a voice port.

~~3.6.14~~3.4.14 An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.

~~3.6.15~~3.4.15 The foregoing procedures are applicable to migration from a UNE-P arrangement to Line Splitting Service, ~~including a Line Splitting Service that includes a commingled arrangement of Loop and unbundled local switching pursuant to Section 271.~~

3.4.16 Provisioning Line Splitting and Splitter Space-UNE-L

3.4.17 The voice CLEC provides the splitter when providing Line Splitting with UNE-L. When CLEC owns the splitter, Line Splitting requires the following: a Loop from NID at the End User's location to the serving wire center and terminating into a distribution frame or its equivalent.

~~3.7.3~~5 CLEC Provided Splitter – Line Splitting

~~3.7.13~~5.13 To order High Frequency Spectrum on a particular Loop, CLEC must have a DSLAM collocated in the central office that serves the End User of such Loop.

3.5.14 CLEC must provide its own splitters in a central office and have installed its DSLAM in that central office.

~~3.7.15~~3.5.15 CLEC may purchase, install and maintain central office POTS splitters in its collocation arrangements. CLEC may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.

~~3.7.16~~3.5.16 Any splitters installed by CLEC in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. CLEC may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

~~3.8.3~~6 Maintenance – Line Splitting UNE-P and UNE-L.

~~3.8.13~~3.6.13 BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.

~~3.8.14~~3.6.14 CLEC shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, damages,

*Exhibit JPG-1*

*CompSouth Proposed Contract Language*

~~injury, and costs including reasonable attorney's fees, damages, and costs~~  
~~;~~ which arise out of actions related to the other service provider, except to  
the extent caused by BellSouth's gross negligence or willful misconduct.

~~3.6.15 BellSouth must make all necessary network modifications, including providing~~  
~~non-discriminatory access to operations support systems necessary for pre-~~  
~~ordering, ordering, provisioning, maintenance and repair, and billing for~~  
~~loops used in line splitting arrangements.~~

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

**ISSUE 20: TRO – SUB-LOOP CONCENTRATION**

*a) What is the appropriate ICA language, if any, to address sub loop feeder or sub loop concentration? B) Do the FCC's rules for sub loops for multi-unit premises limit CLEC access to copper facilities only or do they also include access to fiber facilities?*

**CompSouth did not propose language, and its members have had BellSouth's proposed language for sufficient time to propose alternatives. Therefore BellSouth objects to any purported reservation of right to subsequently propose language.**

**ISSUE 21: TRO – PACKET SWITCHING** *What is the appropriate ICA language, if any, to address packet switching?*

**CompSouth did not propose language, and its members have had BellSouth's proposed language for sufficient time to propose alternatives. Therefore BellSouth objects to any purported reservation of right to subsequently propose language.**

**ISSUE 22: TRO – CALL-RELATED DATABASES** *What is the appropriate language, if any, to address access to call related databases?*

BellSouth provided language in Exhibit PAT-1 relating to the availability of call-related databases so long as unbundled switching is available under the Interconnection Agreement. In addition, BellSouth has no objection to the CompSouth language below, as modified.

#### 4.4.3.1

BellSouth shall also make available the following elements relating to Local Switching, as such elements are defined at 47 C.F.R. §51.319(d)(4)(i), during the Transition Period: signaling networks, call-related databases, and shared transport. ~~After the completion of the Transition Period, such elements may be transitioned to the equivalent BellSouth Section 271 offering, pursuant to the transition provisions herein applicable to Local Switching arrangements~~

MCI offers additional language in its proposed Pre-Ordering, Ordering, Provisioning, Maintenance And Repair attachment. The MCI language requires that BellSouth provide a download with daily updates to directory assistance database, without regard to unbundled Local Switching availability. BellSouth is required to provide nondiscriminatory access to call-related databases under Sections 251(b)(3) of the Act and any other applicable law. Nondiscriminatory access contemplates use of the data without use restrictions, and at a price that is nondiscriminatory. MCI's proposed language is as follows:

**The FCC rejected MCI's proposal in the TRO ¶ 558.**

#### ~~8. Directory Assistance Data~~

~~8.1 Consistent with applicable laws and regulations, and as set forth herein, BellSouth shall~~

~~provide to CLEC via its Directory Assistance Database Service (DADS), the subscriber records used by BellSouth to create and maintain its Directory Assistance Data Base, in a non-discriminatory manner. The records shall include all records in BellSouth's Directory Assistance Database, including those of its own customers, independent telephone companies' customers, and customers of CLECs. Neither Party shall use the records for any purpose, which violates federal or State laws, statutes, or regulatory orders.~~

~~8.2 Directory Assistance Data shall be provided in a nondiscriminatory manner on the same terms, conditions, and pricing that BellSouth provides to itself or other third parties.~~

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

- ~~8.2.1 Unless otherwise directed by CLEC, BellSouth shall provide CLEC subscriber records along with BellSouth subscriber records to third party carriers that request directory assistance records from BellSouth. If CLEC does direct otherwise, BellSouth shall remove CLEC's subscriber records from BellSouth's Directory Assistance database.~~
- ~~8.2.2 BellSouth shall provide CLEC, to the extent authorized, a complete list of ILECs, CLECs, and independent Telcos that provided data contained in the database.~~
- ~~8.2.3 BellSouth will provide daily updates that will reflect all listing change activity occurring since CLEC's most recent update. BellSouth shall provide updates to CLEC on a Business, Residence, or combined Business and Residence basis.~~
- ~~8.2.4 BellSouth shall provide complete refresh of the Directory Assistance Data upon mutual agreement of BellSouth and CLEC and subject to applicable charges pursuant to Attachment I of this Agreement.~~
- ~~8.2.5 Provided that CLEC maintains, at its own expense, equipment and systems necessary at CLEC's end for the Parties to exchange directory assistance data in the Intermediate Record Format (IRF), negotiated and agreed upon by the Parties, as such format may be amended by further mutual agreement, all directory assistance data shall be provided in IRF. CLEC is not responsible for providing any equipment or systems on BellSouth's end in order for the Parties to exchange records using IRF.~~
- ~~8.2.6 Subject to amendments to the IRF that may be agreed to by the Parties, records exchanged using IRF shall include all identifiers and indicators currently used for processing Subscriber Listing Information ("SLI").~~
- ~~8.2.7 CLEC and BellSouth, upon mutual agreement, will designate a Technically Feasible point at which the data will be provided.~~
- ~~8.2.8 Directory Assistance Data Information Exchanges and Interfaces:~~
- ~~8.2.8.1 BellSouth shall provide to CLEC the following:~~
- ~~8.2.8.1.1 List of NPA-NXXs relating to the listing records being provided.~~
- ~~8.2.8.1.2 List of directory section names and their associated NPANXXs.~~
- ~~8.2.8.1.3 List of community names expected to be associated with each of the NPA-NXXs for which listing records are provided.~~



*Exhibit JPG-1*

*CompSouth Proposed Contract Language*

- ~~8.2.8.1.4~~ List of independent company names and their associated NPA NXXs for which their listing data is included in BellSouth's listing data.
- ~~8.2.8.1.5~~ Identification of any area wide or universal service numbers which may be listed.
- ~~8.2.8.1.6~~ Identification of the telephone number to be provided to callers outside the serving area.
- ~~8.2.8.1.7~~ Identification of any listing condition(s) unique to BellSouth's serving area which may require special handling in data processing in the directory. Indented listings (Captions) must be identified and delivered and handled as specified.
- ~~8.2.9~~ BellSouth and CLEC shall exchange records using Network Data Mover (NDM), or another electronic transmission method on which the Parties may agree. BellSouth shall identify tracking information requirements (for example, use of header and trailer records for tracking date and time, cycle numbers, sending and receiving site codes, volume count for the given dataset).
- ~~8.2.10~~ BellSouth shall identify dates CLEC should not expect to receive daily update activity.

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

**ISSUE 23: TRO – GREENFIELD AREAS**

*a) What is the appropriate minimum point of entry ("MPOE")? B) What is the appropriate language to implement BellSouth's obligation, if any, to offer unbundled access to newly-deployed or "greenfield" fiber loops, including fiber loops deployed to the minimum point of entry of a multiple dwelling unit that is predominantly residential, and what, if any, impact does the ownership of the inside wiring from the MPOE to each end user have on this obligation?*

2.1.2 Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User's premises.

2.1.2.1 In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide such FTTH and FTTC Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominantly residential regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU.

2.1.2.2 In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth will make those copper Loops available to CLEC on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, BellSouth will offer a 64kbps second voice grade channel over its FTTH/FTTC facilities. BellSouth's retirement of copper Loops must comply with applicable law.

2.1.2.3 Furthermore, in FTTH/FTTC overbuild areas where BellSouth has not yet retired copper facilities, BellSouth is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by <<customer short name>>CLEC. If a request is received by BellSouth for a copper Loop, and the copper facilities have not yet been retired, BellSouth will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in an FTTH/FTTC overbuild area, BellSouth's standard Loop provisioning interval will not

*Exhibit JPG-1*

*CompSouth Proposed Contract Language*

apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval.

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

**ISSUE 24: TRO- HYBRID LOOPS**

*What is the appropriate ICA language to implement BellSouth's obligation to provide unbundled access to hybrid loops?*

**2.1.3**

A hybrid Loop is a local Loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. BellSouth shall provide CLEC with nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid Loop, including DS1 and DS3 capacity under Section 251 where impairment exists, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's premises. ~~Where impairment does not exist, BellSouth shall provide such hybrid loop at just and reasonable rates pursuant to Section 271 at the rates set forth in Exhibit B. This access shall include access to all features, functions, and capabilities of the hybrid loop that are not used to transmit packetized information.~~

**2.1.3.1**

~~BellSouth shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or subloop, including the time division multiplexing-based features, functions, and capabilities of a hybrid loop, for which a requesting telecommunications carrier may obtain or has obtained access pursuant to this Attachment.~~

Exhibit JPG-1

CompSouth Proposed Contract Language

**ISSUE 25: TRO- END USER PREMISES** *Under the FCC's definition of a loop found in 47 C.F.R. § 51.319(a), is a mobile switching center or cell site an "end user customer's premises"?*

**BellSouth accepts CompSouth's proposed language:**

Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local loops under Section 251, except to the extent that CLEC may require loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.

**ISSUE 26: TRO – ROUTINE NETWORK MODIFICATIONS**

*What is the appropriate ICA language to implement BellSouth's obligation to provide routine network modifications?*

**1.9 Routine Network Modifications**

1.9.1 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 C.F.R. § 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If BellSouth has anticipated such RNM and performs them under normal operations and has recovered the cost for performing such modifications through the rates set forth in Exhibit A., then BellSouth shall perform such RNM at no additional charge. ~~BellSouth shall make all routine network modifications to unbundled loop and transport facilities used by CLEC at CLEC's request where the requested loop and/or transport facility has already been constructed. BellSouth shall perform these routine network modifications to facilities in a non-discriminatory fashion, without regard to whether the loop or transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. A routine network modification is an activity that BellSouth regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; and deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that BellSouth ordinarily attaches to a loop or transport facility to serve its own customers. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of a new loop, or the installation of new aerial or buried cable for a CLEC.~~

1.9.2 ~~BellSouth shall perform routine network modifications pursuant to the existing non-recurring charges and recurring rates ordered by the state commission for the loop and transport facilities set forth in Exhibit A and not at an additional charge. RNM shall be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 of this Agreement except to the extent such RNM were anticipated in the setting of such intervals. BellSouth demonstrates that such RNM were not anticipated in the setting of such intervals. If BellSouth has believes that it has not anticipated a requested network modification as being a RNM and has not recovered the costs of such RNM in the rates set forth in Exhibit A, then such request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request and, upon receipt of payment from CLEC, BellSouth shall perform the RNM. BellSouth can seek resolution from the state commission. However, in the interim, BellSouth will perform the RNM at the existing recurring and non-recurring rates associated with the provision of the loop or transport facility. There may not be any double recovery or retroactive recovery of these costs.~~

*Exhibit JPG-1  
CompSouth Proposed Contract Language*

**ISSUE 27: TRO – RNM (Pricing)**

*What is the appropriate process for establishing a rate, if any, to allow for the cost of a routine network modification that is not already recovered in the Commission-approved recurring or non-recurring rates? What is the appropriate language, if any, to incorporate into the ICAs?*

**See Issue 26 for BellSouth proposed contract language.**

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

**ISSUE 28: TRO – FIBER TO THE HOME**

*What is the appropriate language, if any, to address access to overbuild deployments of fiber to the home and fiber to the curb facilities?*

**See Issue 23 for CompSouth proposed contract language.**

**See Issue 23 for BellSouth proposed contract language.**



**ISSUE 29: TRO-EEL Audits**

*What is the appropriate ICA language to implement BellSouth's EEL audit rights, if any, under the TRO?*

CompSouth notes that Issue 29 is limited to the question of "EELs audits." The issue of implementation of EELs "service eligibility criteria is also a critical TRO implementation issue. CompSouth includes proposed language on that issue here because EELs eligibility criteria are not otherwise identified as an issue in the Issues List.

CompSouth proposes language that is not related to an issue in this proceeding, thus such language must be disregarded. All parties had sufficient opportunity to propose additional issues for this proceeding.

**EELs Audit provisions**

~~5.3.4.3 BellSouth may, on an annual basis and only based upon good and sufficient cause, conduct an audit CLEC's records in order to verify material compliance with the high capacity EEL eligibility criteria. To invoke its limited right to audit, BellSouth will send a Notice of Audit to CLEC, identifying the particular circuits for which BellSouth alleges non-compliance and the cause upon which BellSouth rests its allegations. The Notice of Audit shall also include all supporting documentation upon which BellSouth establishes the cause that forms the basis of BellSouth's allegations of noncompliance. Such Notice of Audit will be delivered to CLEC with all supporting documentation no less than thirty (30) calendar days prior to the date upon which BellSouth seeks to commence an audit. For purposes of this Section, an "annual basis" means a consecutive 12-month period, beginning upon BellSouth's written notice that an audit will be performed for a {state}.~~

~~5.3.4.4 The audit shall be conducted by a third party independent auditor, mutually agreed upon by the Parties and retained and paid for by BellSouth. The audit shall commence at a mutually agreeable location (or locations) no sooner than thirty (30) calendar days after the parties have reached agreement on the auditor. The audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) which will require the auditor to perform an "examination engagement" and issue an opinion regarding CLEC's compliance with the high capacity EEL eligibility criteria. AICPA standards and other AICPA requirements will be used related to determining the independence of an auditor, shall govern the audit of requesting carrier compliance. The concept of materiality governs this audit; The independent auditor's report will conclude whether or the extent to which CLEC complied in all material respects with the applicable service eligibility criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.~~

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

5.3.4.5 To the extent the independent auditor's report concludes that CLEC finds material non-compliance failed to comply with the service eligibility criteria, BellSouth may file a complaint with the Commission pursuant to the dispute resolution process as set forth in this Agreement. In the event BellSouth prevails, CLEC must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis.

5.3.4.6 To the extent the independent auditor's report concludes that CLEC failed to comply in anyall material respects with the service eligibility criteria, CLEC shall reimburse BellSouth for the cost of the independent auditor, reasonable and demonstrable cost of the independent auditor. Similarly, ~~+~~ To the extent the independent auditor's report concludes that CLEC did comply in all material respects with the service eligibility criteria, BellSouth will reimburse CLEC for its reasonable and demonstrable costs associated with the audit, including, among other things, staff time. CLEC will maintain appropriate documentation to support its certifications. The Parties shall provide such reimbursement within thirty (30) calendar days of receipt of a statement of such costs.

#### EELS Eligibility Criteria

##### 5.3 ~~Enhanced Extended Links (EELs)~~

5.3.1 ~~EELs are combinations of Loops and Dedicated Transport as defined in this Attachment, together with any facilities, equipment, or functions necessary to combine those Network Elements. BellSouth shall provide CLEC with EELs where the underlying Network Element are available and are required to be provided pursuant to this Agreement and in all instances where the requesting carrier meets the eligibility requirements, if applicable.~~

5.3.2 ~~High capacity EELs are (1) combinations of Loop and Dedicated Transport, (2) Dedicated Transport commingled with a wholesale loop, or (3) a loop commingled with wholesale transport at the DS1 and/or DS3 level as described in 47 C.F.R. § 51.318(b).~~

5.3.3 ~~By placing an order for a high capacity EEL, CLEC thereby certifies that the service eligibility criteria set forth herein are met for access to a converted high capacity EEL, a new high capacity EEL, or part of a high capacity commingled EEL as a UNE. BellSouth shall have the right to audit CLEC's high capacity EELs as specified below.~~

##### 5.3.4 Service Eligibility Criteria

5.3.4.1 ~~High capacity EELs are Combinations of loops and transport as described in 47 CFR Section 51.318(b). EELs consisting of DS0 loops with higher capacity transport, or with DS0 transport are not "high capacity EELs" and are not required to meet the service eligibility criteria set forth in Section 5.3.4. High capacity EELs must comply with the following service eligibility requirements. CLEC must certify for each high capacity EEL that all of the following service eligibility criteria are met:~~

## Exhibit JPG-1

## CompSouth Proposed Contract Language

- ~~5.3.4.1.1 CLEC has received state certification to provide local voice service in the area being served;~~
- ~~5.3.4.2 For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1 equivalent circuit on a fully utilized DS3 EEL:~~
- ~~5.3.4.2.11) Each circuit to be provided to each End User will be assigned a local number prior to the provision of service over that circuit;~~
- ~~5.3.4.2.22) Each DS1 equivalent circuit on a fully utilized DS3 EEL must have its own local number assignment so that each fully utilized DS3 must have at least twenty-eight (28) local voice numbers assigned to it;~~
- ~~5.3.4.2.33) Each circuit to be provided to each End User will have 911 or E911 capability prior to provision of service over that circuit;~~
- ~~5.3.4.2.44) Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of 47 C.F.R. § 51.318(c); if the EEL is commingled with a wholesale service, the wholesale service must terminate at the collocation arrangement;~~
- ~~5.3.4.2.55) Each circuit to be provided to each End User will be served by an interconnection trunk over which CLEC will transmit the calling party's number in connection with calls exchanged over the trunk;~~
- ~~5.3.4.2.66) For each twenty four (24) DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one (1) active DS1 local service interconnection trunk over which CLEC will transmit the calling party's number in connection with calls exchanged over the trunk; CLEC is not required to associate the individual EEL collocation termination point with a local interconnection truck in the same wire center; and~~
- ~~5.3.4.2.77) Each circuit to be provided to each End User will be served by a switch capable of switching local voice traffic.~~
- ~~5.3.4.2.8 For a new circuit to which Section 5.3.4.2.3 applies, CLEC may initiate the ordering process if CLEC certifies that it will not begin to provide any service over that circuit until a local telephone number is assigned and 911/E911 capability is provided. In such case, CLEC shall satisfy EEL eligibility criteria if it assigns the required local telephone number(s) and implements 911/E911 capability within 30 days after BellSouth provisions such new circuit.~~
- ~~5.3.4.2.9 CLEC may provide the required certification by sending a confirming letter to BellSouth on a blanket basis. A disconnect notice for any single circuit shall be sufficient to constitute notification to BellSouth that a blanket certification for multiple circuits that were part of a single order has been modified. In addition, CLEC may provide written notification from time to time, or will provide written confirmation in response to a request from BellSouth made no more often than once each calendar year, certifying that CLEC's EELs circuits satisfy all of the eligibility criteria set out above.~~

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

~~5.3.4.2.10 Existing circuits, including conversions or migrations, are governed by Section~~

**ISSUE 31:    ISP Remand Core Forbearance Order**

*What language should be used to incorporate the FCC's ISP Remand Core Forbearance Order into interconnection agreements?*

The FCC's Core Forbearance Order requires that reciprocal compensation provisions delete references to the "new markets" and "growth cap" restrictions that were part of the FCC's ISP Remand Order. CompSouth proposes that such deletions be made from the reciprocal compensation provisions of BellSouth's ICAs.

BellSouth addressed this issue in the testimony of Ms. Tipton.

*Exhibit JPG-1*

*CompSouth Proposed Contract Language*

**ISSUE 32:    General Issue**

*How should determinations made in this proceeding be incorporated into existing § 252 interconnection agreements?*

**CompSouth does not propose contract language associated with this Issue. Issue 32 is a legal/procedural issue to be determined by the Commission this proceeding.**

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

**Generic Issue 33\*: Line Conditioning:**

*(a) How should Line Conditioning be defined in the Agreement? (B) What should BellSouth's obligations be with respect to Line Conditioning? (b) Should the Agreement contain specific provisions limiting the availability of Line Conditioning to copper loops of 18,000 feet or less? (c) Under what rates, terms and conditions should BellSouth be required to perform Line Conditioning to remove bridged taps?*

**Line Conditioning**

~~2.5.1 BellSouth shall perform line conditioning in accordance with FCC 47 C.F.R. 51.319 (a)(1)(iii). Line Conditioning is as defined in FCC 47 C.F.R. 51.319 (a)(1)(iii)(A). Insofar as it is technically feasible, BellSouth shall test and report troubles for all the features, functions, and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only.~~

Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth's TR 73600 Unbundled Local Loop Technical Specification.

~~2.5.2 BellSouth will remove load coils on copper loops and subloops of any length at the rates set forth in Exhibit A.~~

BellSouth will remove load coils only on copper Loops and Subloops that are less than eighteen thousand (18,000) feet in length.

2.5.3 Any copper loop being ordered by CLEC which has over 6,000 feet of combined bridged tap will be modified, upon request from CLEC, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to CLEC. Line conditioning orders that require the removal of other bridged tap will be performed at the rates set forth in Exhibit A of this Attachment that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Exhibit A.

- 2.5.1 ~~<<customer short name>>~~CLEC may request removal of any unnecessary and non-excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to BellSouth's SC Process as mutually agreed to by the Parties.
- 2.5.2 Rates for ULM are as set forth in Exhibit A.
- 2.5.3 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.
- 2.5.4 If ~~<<customer short name>>~~CLEC requests ULM on a reserved facility for a new Loop order, BellSouth may perform a pair change and provision a different Loop facility in lieu of the reserved facility with ULM if feasible. The Loop provisioned will meet or exceed specifications of the requested Loop facility as modified. ~~<<customer short name>>~~CLEC will not be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the Loop provisioned.
- 2.5.5 ~~<<customer short name>>~~CLEC shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that ~~<<customer short name>>~~CLEC desires BellSouth to condition.
- 2.5.6 When requesting ULM for a Loop that BellSouth has previously provisioned for ~~<<customer short name>>~~CLEC, ~~<<customer short name>>~~CLEC will submit a SI to BellSouth. If a spare Loop facility that meets the Loop modification specifications requested by ~~<<customer short name>>~~CLEC is available at the location for which the ULM was requested, ~~<<customer short name>>~~CLEC will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of providing ULM, ~~<<customer short name>>~~CLEC will not be charged for ULM but will only be charged the service order charges for submitting an order.



*Exhibit JPG-1*

*CompSouth Proposed Contract Language*

~~2.5.4 CLEC may request removal of any unnecessary and non-excessive bridged tap (bridged tap between 0 and 2,500 feet which serves no network design purpose), at rates set forth in Exhibit A.~~