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September 8, 2005

Ron Jones, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243

Re: *In Re: BellSouth's Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting From Changes of Law*
Docket Number: 04-00381

Dear Chairman Jones:

Attached is the Supplemental Testimony of Joseph P. Gillan on behalf of CompSouth. Similar testimony has been filed in Georgia. The Supplemental Testimony is based on information obtain through discovery and further refines the issues.

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By: 
Henry Walker

HW/djc
Enclosure

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been forwarded via U.S. Mail, postage prepaid, to:

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BellSouth Telecommunications, Inc.
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Nashville, TN 37201-3300

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Boult, Cummings, Conners & Berry
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Nashville, TN 37203

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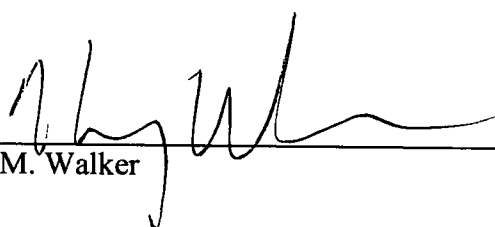
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Washington, DC 20036

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Farris, Mathews, et al.
618 Church Street, Ste. 300
Nashville, TN 37219

Dana Shafer
XO Communications, Inc.
105 Malloy Street, Ste. 100
Nashville, TN 37201

on this the 8th day of September, 2005.


Henry M. Walker

**BEFORE THE
TENNESSEE REGULATORY AUTHORITY**

In the Matter of:)
Petition to Establish Generic Docket to) Docket No. 04-00381
Consider Amendments to Interconnection)
Agreements Resulting From Changes of Law)

**Supplemental Testimony
Of
Joseph Gillan
On Behalf of
The Competitive Carriers of the South, Inc.**

September 8, 2005

1 **Q. Please state your name and party sponsoring your supplemental testimony.**

2
3 A. My name is Joseph Gillan. My supplemental testimony is sponsored by the
4 Competitive Carriers of the South, Inc. ("CompSouth").

5
6 **Q. What is the purpose of your supplemental testimony?**

7
8 A. The purpose of my supplemental testimony is to sponsor a Revised Exhibit JPG-1
9 whose contract language has been modified, where possible, to narrow issues
10 identified by BellSouth in its rebuttal and/or deposition.¹ Specifically, Revised
11 Exhibit JPG-1 includes revised contract language to address the following areas:

¹ Revised Exhibit JPG-1 is redlined to enable an easy identification of changes. Comparable Supplemental Testimony was filed in Tennessee in an effort to narrow differences with BellSouth and to ensure that the same contract language is being presented consistently throughout the BellSouth region as refinements are adopted.

1

2 * Contract language is revised to indicate that transitional rates will be
3 applied retroactively to March 11, 2005. However, so as to ensure that all
4 interrelated changes occur simultaneously, provisions incorporating
5 revised EEL eligibility, commingling and conversions must be treated as
6 effective on that same date.

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8 * The contract definition of a “business line” is revised to parallel the
9 definition in the TRRO. It is clear that the dispute with BellSouth
10 involves an *interpretation* of how the definition should be read and not the
11 definition itself.

12

13 * The contract definition of a “building” is modified to move towards the
14 concepts discussed by BellSouth, recognizing, however, that where
15 individual tenants are served by independent and distinct points-of-entry
16 for telecommunications facilities – that is, each area is, from a
17 telecommunications perspective, an independent structure – then each area
18 served by such separate point-of-entry for telecommunications services
19 would be considered a separate building.

20

21 In addition, Revised Exhibit JPG-1 includes contract language that implements
22 the analysis in my rebuttal testimony concerning BellSouth’s ongoing obligations
23 to provide access to DS1 loops to serve enterprise customers (even loops might
24 not be available to serve a mass market customer),² as well as editorial changes
25 needed to clarify the original intent of the proposal.³

26

² See Section II, Gillan Rebuttal Testimony, pages 3-12 and Revised Exhibit JPG-1, page 52.

³ The Authority should be aware that there are outstanding discovery requests concerning fiber-based collocation that is *not* addressed by this supplemental testimony. As such, CompSouth reserves the right to file additional testimony/exhibits as discovery is produced.

Effective Date of Transitional Rates

Q. Please summarize the issue concerning the effective date of transitional rates?

A. In my direct testimony, I indicated that the higher transitional rates, for the embedded base of facilities at (or between) wire centers where BellSouth's §251 unbundling obligations are ultimately found to no longer apply, could not be applied retroactively. Although BellSouth agreed that my testimony would be correct "in the ordinary course of events," the *TRRO* permits transitional rates to be applied retroactively to March 11, 2005.⁴

The problem, however, is that the *TRO* (which was adopted nearly two years *before* the *TRRO*),⁵ adopted a number of other changes in unbundling policy that are necessary to establish a consistent regime that reflects the environment assessed by the FCC in making its *TRRO* impairment determinations. Thus, if the Authority applies the transitional rates retroactively to March 11, 2005, it must also include the retroactive application effective date of these the *TRO* provisions as well. Specifically, the *TRO*:

⁴ Tipton Rebuttal, page 10.

⁵ The *TRO* was adopted February 20, 2003..

1 * Made it simple and more efficient for EELs (i.e.,
2 loop/transport) combinations to qualify for UNE pricing by
3 adopting new high capacity EEL eligibility criteria;
4

5 * Permitted CLECs to commingle UNE and non-UNE
6 offerings to obtain complete circuits (thereby eliminating
7 commingling restrictions contained in the old EEL
8 eligibility criteria), and
9

10 * Clarified that CLECs are permitted to convert special
11 access circuits to individual UNEs, as well as to
12 combinations of UNEs.
13

14 In CompSouth's view, to the same extent that BellSouth is able to reach back in
15 time and treat part of a circuit as a non-251 offering (and thus subject to higher
16 transitional rates), these complementary *TRO*-mandated changes must also be in
17 place. To do otherwise would mean that only those portions of the FCC's
18 unbundling framework that enable BellSouth to charge higher rates would be
19 effective, while the tools/options the CLECs need to adjust to the new §251
20 unbundling regime would not be in place.

21
22 **Q. Can you give an example as to why these provisions must be effective**
23 **together?**

24
25 **A. Yes. As mentioned above, one consequence of the *TRRO* is that high-capacity**
26 loops and transport will not necessarily be available as §251 UNEs in every wire
27 center. (Indeed, one of the key issues in this proceeding is determining precisely
28 where high-capacity loops and transport will no longer be available). One

1 consequence of being “de-listed” is that an EEL (loop/transport combination) that
2 had been comprised of all §251 elements will become a “commingled
3 arrangement” consisting of a §251 element subject to standard UNE pricing and a
4 non-§251 element subject to transitional rates.

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6 It is vital that at the very same time that BellSouth is able to treat a portion of the
7 circuit as a non-§251 offering (and thus subject to the higher transitional rates),
8 the CLEC must have language that entitles it to such a configuration that is part-
9 §251/part-other offering (commingling), including the ability to qualify under the
10 new rules for EEL combinations.⁶ Unless commingling and the revised EEL
11 eligibility criteria are in place, it is possible that BellSouth might try to argue that
12 CLECs have no concurrent contractual right to commingle §251 loops with non-
13 §251 transport. Moreover, full conversion rights must be incorporated into
14 interconnection agreements, to allow CLECs to make full use of the remaining
15 §251 loop and transport offerings, regardless of whether such offerings are used
16 in combinations.

17
18 **Q. Is it unreasonable to make these provisions effective retroactively?**
19

⁶ The *TRO* simplified eligibility requirements for EELs and clarified that right of CLECs to convert circuits that had been ordered as special access to UNE status was not limited to UNE combinations, such as EELs, but that CLECs could convert special access circuits to individual UNEs, as well.

1 A. No. The March 11, 2005 date is more than two years after the FCC adopted the
2 *TRO* giving CLECs “theoretical access” to commingling, conversions of special
3 access to individual UNEs or combinations of UNEs, and clearer, “architectural”
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5 to a non-§251 portion of an EEL without making effective the language that
6 permits the arrangement in the first place (i.e., provisions that permit
7 commingling and remove the commingling restrictions that the FCC jettisoned
8 when it adopted its new EEL eligibility criteria). Thus, to the same extent that
9 BellSouth is able to apply non-UNE rates retroactively, CLECs must have
10 language in their agreements to retroactively:

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12 EEL eligibility criteria and full conversion rights), and
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14 b. Grant access to circuit configurations that mix non-251
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Business Line Definition

18
19
20 **Q. How have you revised the proposed definition of a business line in Revised**
21 **Exhibit JPG-1?**

22
23 A. Yes. The definition in Revised Exhibit JPG-1 has been modified to parallel the
24 definition adopted by the FCC in the TRRO.⁷ As the testimony in this proceeding

⁷ See Revised Exhibit JPG-1, page 16.

1 makes clear, the dispute between BellSouth and CompSouth concerns the proper
2 interpretation of the *TRO*, and does not necessarily implicate the definition itself.

3
4 **Building Definition**

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6 **Q. How have you revised the definition of a “building”?**

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8 A. I have revised the proposed “building definition” taking, as a starting point,
9 BellSouth’s concept of a “reasonable person.” The main difference is that the
10 recommended building definition in Revised Exhibit JPG-1⁸ is based on the
11 concept of a “reasonable *telecom* person,” to ensure that the deciding factor in
12 defining a “building” is that the area is served by a single point of entry for
13 telecom services. Thus, a high-rise building with a general telecommunications
14 equipment room would be considered a single building, while a strip mall with
15 separate telecom-service points for each individual business in the mall would
16 not. Such circumstances should be treated, for loop-aggregation purposes, as
17 individual premises, even though they may share common walls.

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19 **Q. Does this conclude your supplemental testimony?**

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21 A. Yes.

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16 not. Such circumstances should be treated, for loop-aggregation purposes, as
17 individual premises, even though they may share common walls.

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19 **Q. Does this conclude your supplemental testimony?**

20
21 **A.** Yes.

⁸ *Ibid.*

**COMPSOUTH PROPOSED CONTRACT LANGUAGE FOR ISSUES
IDENTIFIED IN JOINT ISSUES LIST**

NOTE: **ISSUE 1** was a “placeholder” issue on the Joint Issues List. It has no specific contract language associated with it.

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.

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

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~~ exceeded the thresholds -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 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 the 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 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~~ during the Transition Period.;

2.2.54.1

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. 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).

2.2.54.2

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. 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).

2.2.54.3

The initial list of wire centers that exceed the thresholds meeting the criteria set forth in Sections 2.2.54.1 and 2.2.54.2 above as of the Effective Date of this Agreement is attached as Exhibit C.

2.2.6

Transition Period Pricing. From the Effective Date of this Agreement through the completion of the Transition Period, BellSouth 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.

In addition, to the extent that language implementing the new high capacity EEL eligibility criteria, conversion and commingling rights/obligations is effective retroactively to March 11, 2005, BellSouth may apply transition rates retroactively to March 11, 2005 as well.

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 2.2.54.1 and 2.2.54.2, BellSouth will not be required to provide CLEC 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~~ 2.2.54.2, BellSouth will not be required to provide CLEC 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.

2.2.9

BellSouth will provide written notice to CLEC no later than February 10, 2006 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 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. 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. Such spreadsheet shall take the place of an LSR or ASR. 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 March 11, 2006, BellSouth may transition such circuits to the equivalent section 271 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 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 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

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 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 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.

2.3.6.3

Transition Period Pricing. From 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.

In addition, to the extent that language implementing the new high capacity EEL eligibility criteria, conversion and commingling rights/obligations is effective retroactively to March 11, 2005, BellSouth may apply transition rates retroactively to March 11, 2005 as well.

These rates shall be set forth in Exhibit B

2.3.6.4

BellSouth will provide written notice to CLEC no later than June 10, 2006 of the specific Dark Fiber UNE Loops that are required to be transitioned to other 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. 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 classification as part of the Embedded Customer Base. Such spreadsheet shall take the place of an LSR or ASR. 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 September 11, 2006, BellSouth may transition such circuits to the equivalent BellSouth section 271 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 as of the date such services 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 UNE 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 that was in service for CLEC as of 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 by CLEC shall be removed from the Embedded Customer Base.

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 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 the Effective Date of this Agreement through the completion of the Transition Period, BellSouth may 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 that combination of elements 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

In addition, to the extent that language implementing the new high capacity EEL eligibility criteria, conversion and commingling rights/obligations is effective retroactively to March 11, 2005, BellSouth may apply transition rates retroactively to March 11, 2005 as well

4.4.5

BellSouth will provide written notice to CLEC no later than February 10, 2006 of the specific UNE Local Switching arrangements that are required to be transitioned to other facilities. CLEC may transition from these UNE Local Switching arrangements 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, 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 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.

4.4.6

If CLEC fails to submit the spreadsheet(s) specified in Section 4.4.5 above for its Embedded Customer Base prior to March 11, 2006, BellSouth may transition such circuits 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 as of the Effective Date of the Agreement. CLEC shall be entitled to order and BellSouth shall provision UNE-P 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 by CLEC shall be removed from the Embedded Customer Base.

5.3.3.3

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 UNE-P arrangements.

5.3.3.4

Transition Period Pricing. From the Effective Date of the Agreement through the completion of the Transition Period, BellSouth 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, if any, between June 16, 2004, and the effective date of the TRRO, plus one dollar

In addition, to the extent that language implementing the new high capacity EEL eligibility criteria, conversion and commingling rights/obligations is effective retroactively to March 11, 2005, BellSouth may apply transition rates retroactively to March 11, 2005 as well

These rates shall be set forth in Exhibit B

5.3.3.5

BellSouth will provide written notice to CLEC no later than February 10, 2006 of the specific UNE-P arrangements that are required to be transitioned to other facilities. 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 March 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 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 spreadsheet(s) specified in Section 5.3.3.5 above for its Embedded Customer Base prior to March 11, 2006, BellSouth may transition such circuits to the equivalent BellSouth section 271 service, including Local Switching unbundled under section 271 commingled with DS0 capacity loops unbundled under Section 251

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, including all DS1 and DS3 UNE Entrance Facilities (defined in 6.2.2) 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 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, ~~meet the criteria~~ exceed the thresholds 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 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 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 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 to CLEC's Embedded Customer Base DS1 and DS3 Dedicated Transport, including DS1 and DS3 Entrance Facilities, as defined in this Section 6.2 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 neither both wire centers at the end points of the Route contains 38,000 or more Business Lines or four (4) or more Fiber-Based Collocators. 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 but for which impairment exists for DS1 transport. Where DS3 Dedicated Transport is available as UNE under Section 251(c)(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 neither both wire centers at the end points of the Route contains 24,000 or more Business Lines or three (3) or more Fiber-Based Collocators. 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(c)(3).

6.2.4.3

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 the Effective Date of this Agreement is attached as Exhibit C~~D~~.

6.2.4.4

Transition Period Pricing. From the Effective Date of this Agreement through the completion of the Transition Period, BellSouth may charge a rate for CLEC's Embedded Customer Base 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.

In addition, to the extent that language implementing the new high capacity EEL eligibility criteria, conversion and commingling rights/obligations is effective retroactively to March 11, 2005, BellSouth may apply transition rates retroactively to March 11, 2005 as well.

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 access to new DS1 UNE Dedicated Transport 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 access to new DS3 UNE Dedicated Transport on such Routes. BellSouth will provide access to new DS3 Dedicated Transport as required pursuant to section 271.

6.2.4.7

BellSouth will provide written notice to CLEC no later than February 10, 2006 of the specific DS1 and DS3 UNE Dedicated Transport circuits, including the Embedded Customer Base of DS1 and DS3 Dedicated Transport circuits, 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. CLEC may transition from these DS1 and DS3 UNE Dedicated Transport circuits, including DS1 and DS3 UNE Entrance Facilities to other available UNE Dedicated Transport circuits, 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. 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 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 spreadsheet shall take the place of an LSR or ASR. 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 6.2.4.7~~6~~ above for its Embedded Customer Base and Excess DS1 and DS3 UNE Dedicated Transport circuits prior to March 11, 2006, BellSouth may transition such circuits to the equivalent BellSouth section 271 service.

6.2.4.9

For Embedded Customer Base circuits and Excess DS1 and DS3 UNE Dedicated Transport circuits transitioned pursuant to Section 6.2.4.7 or 6.2.4.8, 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 6.2.4.7~~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 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, including all Dark Fiber UNE Entrance Facilities (defined in 6.9.1.2) 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 the Effective Date of the Agreement. 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 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 for CLEC's Embedded Customer Base only during the Transition Period.

6.9.1.4

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. 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.

6.9.1.4.1

The initial list of wire centers meeting the criteria set forth in Section 6.9.1.4 as of the Effective Date of this Agreement is Attached hereto as Exhibit CØ.

6.9 1.5

Transition Period Pricing. From the Effective Date of this Agreement through the completion of the Transition Period, BellSouth may charge a rate for CLEC's Embedded Customer Base 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.

In addition, to the extent that language implementing the new high capacity EEL eligibility criteria, conversion and commingling rights/obligations is effective retroactively to March 11, 2005, BellSouth may apply transition rates retroactively to March 11, 2005 as well

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 access to new Dark Fiber UNE Transport on such Routes. BellSouth will provide access to new Dark Fiber UNE Transport as required pursuant to section 271.

6.9.1.7

BellSouth will provide written notice to CLEC no later than June 10, 2006 of the specific Dark Fiber UNE Transport circuits, including the Embedded Customer Base of Dark Fiber UNE Transport circuits and Dark Fiber UNE Entrance Facilities that are required to be transitioned to other facilities. CLEC may transition from these Dark Fiber UNE Transport circuits, including Dark Fiber UNE Entrance Facilities to other available Dark Fiber UNE Transport circuits, 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. 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 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. Such spreadsheet shall take the place of an LSR or ASR. 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 prior to September 11, 2006, BellSouth may transition such circuits to the equivalent BellSouth section 271 service.

6.9.1.9

For Embedded Customer Base circuits transitioned pursuant to Section 6.9.1.7 or 6.9.1.8, the applicable recurring charges for BellSouth provided services shall apply as of the date such services 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 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 Language:

The 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. CompSouth's contract language proposals also provide for availability of Section 271 checklist elements that will serve as substitutes for Section 251(c)(3) UNEs. In addition, specific contract language regarding commingling addresses how network elements that were previously "combined" will be "commingled" in instances where BellSouth no longer has an obligation to provide a UNE under Section 251(c)(3).

Existing ICAs should be amended to incorporate modifications in BellSouth's obligations to provide network elements pursuant to Section 251(c)(3), as well as BellSouth's obligations to provide Section 271 checklist items that will, in many cases, provide the wholesale service that will replace Section 251(c)(3) network elements.

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*

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 through which has a unique street address assigned to it. ~~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 one 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 areas/structures that share a connecting wall or are in close physical proximity shall not be considered a single building served by a individual points of entry through which telecommunications services must transit will be considered separate buildings. For instance, a strip mall with individual businesses obtaining telecommunication services from different access points on the building(s) will be considered individual buildings, even though they might share common walls. solely because of a connecting tunnel or covered walkway, or a shared parking garage or parking area so long as 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 on a contiguous property and are held under common ownership 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 and paragraph 105 of the *TRRO*, 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. ~~ARMIS 43-08 business line data reports shall be used in calculating business lines. The number of business lines in a wire center shall equal the sum of all incumbent LEC 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 end-user customers with incumbent LEC 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." ~~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. 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-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.

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*

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 a proposed list of any new wire centers on April 1 of each year (coincident with its filing of ARMIS 43-08 data with the FCC). The list filed by BellSouth shall reflect the number of business lines and fiber-based collocators, as of December 31 of the previous year, in each wire center that BellSouth proposes be considered "non-impaired."

___.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. BellSouth agrees to make such documentation available to CLEC under the terms of a Commission protective order:

- a. The CLLI of the wire center.
- b. The number of switched business lines served by RBOC in that wire center as reported in ARMIS 43-08 for the year just ending
- c. The 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 claimed independent fiber-optic networks (or comparable transmission facilities) terminating in a collocation arrangement in that wire center.

___.3

CLEC shall have 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 CNL providing a Subsequent Wire Center List, BellSouth shall not be required to ~~unbundle~~offer DS1 and/or DS3 Loops, Dedicated Transport circuits, or Dark Fiber Loops or Transport, as applicable, pursuant to Section 251 in such additional wire center(s).

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 or impairment determinations. TRRO footnote 454 makes it clear that the FCC anticipated HDSL-capable loops would remain available even where DS-1 loops would not.

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.

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?

CompSouth does not advocate language that permits "changed circumstances" to alter the designation of wire centers considered "non-impaired" pursuant to the TRRO. CompSouth does, however, advocate that the Commission approve language that addresses the situation in which BellSouth mistakenly lists a wire center and CLEC relies on such mistaken designation to its detriment. CompSouth urges that the following language be incorporated to address this situation:

____.1

Should BellSouth mistakenly list a wire center as non-impaired and CLEC relies to its detriment on BellSouth's designation, BellSouth shall immediately notify CLEC of its error and promptly refund CLEC of any overpayments, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services.

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?*

CompSouth's contract language proposals also provide for availability of Section 271 checklist elements that will serve as substitutes for Section 251(c)(3) UNEs. In addition, specific contract language regarding commingling addresses how network elements that were previously "combined" will be "commingled" in instances where BellSouth no longer has an obligation to provide a UNE under Section 251(c)(3) but retains its obligation to provide wholesale facilities and services pursuant to Section 271.

The Commission has authority to establish rates for Section 271 checklist items. Until the Commission establishes permanent "just and reasonable" rates for Section 271 items, the Commission should establish interim rates. The *TRRO* adopted specific transitional pricing rules to apply to UNEs that are no longer required to be unbundled under §251 of the Act. These transitional rates imposed a 15% increase on loops and transport prices where §251 no longer compelled TELRIC-based rates and a \$1 per month increase in the rates for local switching. These transitional increases would be a reasonable first approximation of "just and reasonable" §271 rates if the Commission is unable to establish permanent rates at this time.

The contract language implementing Section 271 checklist items is incorporated throughout CompSouth's proposals. (For example, see the proposed language on Issue 2, regarding the *TRRO* Transition). Where a provision applies to only a section 251 UNE, CompSouth proposes using the term "UNE". For example, CompSouth defines Loops to include both section 251 and 271 Loops, but when referring to requirements such as a cap that apply only to 251 Loops, CompSouth proposes using the term "UNE Loop".

CompSouth's proposed language on interim Section 271 rates is as follows:

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~~

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 interim rate of \$5.08 per analog port (inclusive of features and usage) established by the TRA in the ITC^DeltaCom arbitration with BellSouth in Docket 03-00119.

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.

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

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.

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.

CompSouth proposes the following language for UNEs that were declassified under the terms of the TRO.

1.6

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 notice to CLEC identifying specific service arrangements (by circuit identification number) that it 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). If CLEC fails to submit disputes or orders to disconnect or convert such Arrangements within such thirty (30) day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). The transition of such UNE(s) shall take place in a seamless manner 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 and DS3 Loops once converted within CLEC's total special access circuits and apply discounts for which CLEC is eligible.

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.

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); (2) migrate BellSouth retail customers to CLEC using UNE-L or EELs; and (3) migrate another CLEC's customer base to CLEC using UNE-L; and (4) migrate the CLEC's customer base from UNE-P to UNE-L with switching provided by a third party, pursuant to migration orders from the third party based on an LOA signed by the CLEC. The Bulk Migration process may be used if such loop/port combinations 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. 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.

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.

|

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?

The conversion of Section 251(c)(3) UNEs to Section 271 checklist items or other services is addressed in the CompSouth language included under Issue 2. In addition, CompSouth proposes the following language for UNEs that were declassified under the terms of the TRO.

1.6

~~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 notice to CLEC identifying specific service arrangements (by circuit identification number) that it 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). If CLEC fails to submit disputes or orders to disconnect or convert such Arrangements within such thirty (30) day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). The transition of such UNE(s) shall take place in a seamless manner 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 and DS3 Loops once converted within CLEC's total special access circuits and apply discounts for which CLEC is eligible.~~

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.

ISSUE 13:

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

1.3

CLEC may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R § 51.309, 47 U.S.C § 271, and this Agreement. Performance Measurements associated with this Attachment 2 are contained in Attachment _____. The quality of the Network Elements, whether provided pursuant to Section 251 or Section 271, 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.

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 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 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 at the cost based rate contained herein . Central Office Channel Interfaces (COCI) will be billed from the interconnection agreement.

- 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.
- ~~1.12 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.~~

EXHIBIT X: COMMINGLED ARRANGEMENTS IMMEDIATELY AVAILABLE

I. Commingled loop and transport:

- (a) UNE DS1+ loop connected to:
 - (1) a commingled wholesale/special access M13 multiplex and DS3 or higher capacity interoffice transport;
 - (2) a UNE DS1+ 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 DS1+ transport.
- (b) UNE DS1+ 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

II. 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?*

___.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 this Agreement or convert a Network Element or Combination that is available to CLEC 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.

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.

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

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 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 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.
- 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?

3 Line Sharing

3.1 General

3.1.1 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.

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

3.1.3 No new line sharing arrangements may be ordered.

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

3.1.5 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.

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

3.1.7 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.

- 3.1.8 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 MRC and 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.
- 3.1.9 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.
- 3.1.10 Only one CLEC shall be permitted access to the High Frequency Spectrum of any particular loop.
- 3.1.11 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 and CLEC chooses to rearrange its splitter or CLEC pairs, CLEC may order Subsequent Activity. BellSouth will bill and CLEC shall pay the Subsequent Activity charges as set forth in Exhibit A of this Attachment.
- 3.1.13 BellSouth will provide CLEC the LSR format to be used when ordering the High Frequency Spectrum.

3.2 *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.
- 3.2.2 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.
- 3.2.3 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.
- 3.2.4 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.
- 3.2.5 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.

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

3 Line Splitting

3.3 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.

3.4 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.

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

3.5.13 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 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 customers, the resulting arrangement shall continue to be included in CLEC's Embedded Customer Base as described in Section 5.4.3.2.

3.5.14 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.

3.5.15 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.

3.6 Provisioning Line Splitting and Splitter Space

3.6.13 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

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 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 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.
- 3.7 CLEC Provided Splitter – Line Splitting
- 3.7.13 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.
- 3.7.14 CLEC must provide its own splitters in a central office and have installed its DSLAM in that central office.
- 3.7.15 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 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 Maintenance – Line Splitting.
- 3.8.13 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 CLEC shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, 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.
- 3.8.15 BellSouth must make all necessary network modifications, including providing non-discriminatory access to operations support systems

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necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.

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 does not propose contract language on this issue at this time. CompSouth reserves the right to offer alternatives to contract language proposed by BellSouth on this issue.

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

CompSouth does not propose contract language on this issue at this time. CompSouth reserves the right to offer alternatives to contract language proposed by BellSouth on this issue.

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

CompSouth proposes language as part of the *TRRO* transition that ensures that call-related databases associated with unbundled Local Switching are provided during the transition period. After the transition, call-related databases will be available as Section 271 checklist items. (This language is included as part of the transition language in Issue 2 and is repeated here.)

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:

- 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.

- 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 1 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.

- |
- 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 servicing 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.

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 Notwithstanding the above, nothing in this Section shall limit BellSouth’s obligation to offer CLECs an unbundled DS1 loop (or loop/transport combination) in any wire center where BellSouth is required to provide access to DS1 loop facilities.

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.

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"?*

CompSouth's proposed language on this issue is included with proposed Section 2.1:

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?

CompSouth's proposed language for Routine Network Modifications (RNM) is provided below. CompSouth notes that BellSouth may contend that issues regarding "Line Conditioning" should be addressed as part of RNM. CompSouth strongly disagrees, and provides its proposed contract language on Line Conditioning issues under Issue 33*.

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. 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; 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 BellSouth demonstrates that such RNM were not anticipated in the setting of such intervals. If BellSouth 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, 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.

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 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.

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.

EELs Audit provisions

5.3.4.3 BellSouth may, on an annual basis and only based upon good and sufficient cause, conduct an audit of 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 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.

5.3.4.5 To the extent the independent auditor's report finds material non-compliance 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 all material respects with the service eligibility criteria, CLEC shall reimburse BellSouth for the 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. 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.~~

~~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(e), 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 trunk 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~~

~~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.

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. To the extent that BellSouth and CLECs have an Abeyance Agreement or similar agreement, those agreements present unique bilateral issues that should be addressed separately.

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.

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

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.

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.