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July 30, 2001

REGULATORY
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Guy M. Hicks
General Counsel

EXECUTIVE
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VIA HAND DELIVERY

David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *BellSouth Telecommunications, Inc.'s Entry Into Long Distance
(InterLATA) Service in Tennessee Pursuant to Section 271 of
the Telecommunications Act of 1996*
Docket No. 97-00309

Dear Mr. Waddell:

Enclosed are the original, four paper copies, and an electronic version of BellSouth's 271 filing.

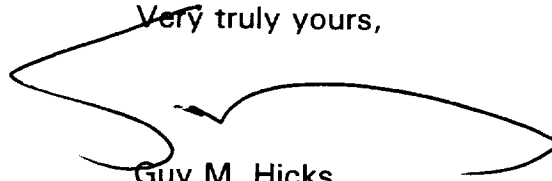
The affidavit of Mr. Douglas E. Schaller contains proprietary CLEC-specific information. This proprietary affidavit is being filed with the Authority under separate cover subject to the terms of the Protective Order entered in this proceeding. Based on BellSouth's understanding that certain CLECs object to BellSouth providing this information to other CLECs, even subject to the terms of a protective order, the proprietary version of Mr. Schaller's filing is not being provided by BellSouth to the parties of record. Copies of the redacted, non-proprietary version of Mr. Schaller's filing are enclosed. The electronic version of BellSouth's 271 filing includes the non-proprietary redacted version of Mr. Schaller's filing.

This will also confirm BellSouth's agreement to extend the TRA's 90-day review period consistent with the schedule and hearing dates proposed by BellSouth, which allow for a longer review period. An electronic copy of the

David Waddell, Executive Secretary
July 30, 2001
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enclosed is being provided to counsel of record. Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Guy M. Hicks". The signature is stylized with a large, sweeping loop on the left side and a smaller loop on the right side.

Guy M. Hicks

GMH:ch

CERTIFICATE OF SERVICE

I hereby certify that on July 30, 2001, a copy of the foregoing document was served on the parties of record, via hand delivery, facsimile, overnight or US Mail, addressed as follows:

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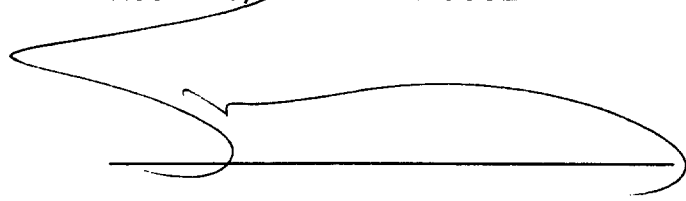
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1 BELLSOUTH TELECOMMUNICATIONS, INC.
2 DIRECT TESTIMONY OF W. KEITH MILNER
3 BEFORE THE TENNESSEE REGULATORY AUTHORITY
4 DOCKET NO. 97-00309
5 JULY 30, 2001
6

7 Q. STATE YOUR NAME, YOUR BUSINESS ADDRESS, AND YOUR POSITION WITH
8 BELLSOUTH TELECOMMUNICATIONS, INC. ("BELLSOUTH").
9

10 A. My name is W. Keith Milner. My business address is 675 West Peachtree Street,
11 Atlanta, Georgia 30375. I am Senior Director - Interconnection Services for BellSouth. I
12 have served in my present position since February 1996.
13

14 Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.
15

16 A. My business career spans over 30 years and includes responsibilities in the areas of
17 network planning, engineering, training, administration, and operations. I have held
18 positions of responsibility with a local exchange telephone company, a long distance
19 company, and a research and development company. I have extensive experience in all
20 phases of telecommunications network planning, deployment, and operations in both the
21 domestic and international arenas.
22

23 I graduated from Fayetteville Technical Institute in Fayetteville, North Carolina, in 1970,
24 with an Associate of Applied Science in Business Administration degree. I graduated
25 from Georgia State University in 1992 with a Master of Business Administration degree.

1 Q. HAVE YOU TESTIFIED PREVIOUSLY BEFORE ANY STATE PUBLIC SERVICE
2 COMMISSION?

3
4 A. I have previously testified before the state Public Service Commissions in Alabama,
5 Florida, Georgia, Kentucky, Louisiana, Mississippi, and South Carolina, the Tennessee
6 Regulatory Authority, and the North Carolina Utilities Commission on the issues of
7 technical capabilities of the switching and facilities network, the introduction of new
8 service offerings, expanded calling areas, unbundling, and network interconnection.

9
10 Q. HOW IS YOUR TESTIMONY ARRANGED?

11
12 A. My testimony is divided into the following sections:

13 Part A: Executive Summary: Pages 2 to 13.

14 The Executive Summary Section contains an overview of the network-related
15 offerings BellSouth makes available to Competitive Local Exchange Carriers
16 ("CLECs") through BellSouth's approved interconnection agreements and
17 Statement of Generally Available Terms and Conditions ("SGAT").

18 Part B: Comprehensive Discussion of the Availability of Network-Related Offerings to
19 CLECs: Pages 14 to 114.

20 Part B contains an extensive discussion of the availability of required offerings in
21 Authority-approved interconnection agreements.

22
23 PART A: EXECUTIVE SUMMARY

24
25 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY TODAY?

1 A. The purpose of my testimony is to document the means by which BellSouth satisfies the
2 network requirements of the Competitive Checklist set forth in Section 271(c)(2)(B) of
3 the Telecommunications Act of 1996 ("Act"). In doing so, I will describe the network-
4 related offerings that BellSouth makes available to CLECs in Tennessee through
5 BellSouth's approved interconnection agreements and SGAT.

6
7 Q. HOW IS YOUR TESTIMONY ORGANIZED?

8
9 A. I discuss each checklist item in order. Within my discussion of various checklist items, I
10 introduce affidavits from a number of BellSouth subject matter experts on the topics of
11 (A) collocation; (B) access to poles, ducts, conduits, and rights-of-way; (C) operator
12 services and directory assistance ("OS/DA"); (D) white pages listings; (E) Local Number
13 Portability ("LNP"); and (F) 911 and E911.

14
15 Q. WHAT WILL YOUR TESTIMONY DEMONSTRATE?

16
17 A. My testimony will demonstrate that BellSouth currently is in compliance with all the
18 network requirements of the competitive checklist. Moreover, I will show that BellSouth
19 has a legal obligation to provide required offerings in Authority-approved interconnection
20 agreements. In addition to the interconnection agreements cited herein, Exhibit JAR-3 to
21 the testimony of John Ruscilli sets forth the citations to various interconnection
22 agreements that evidence BellSouth's legally binding obligations to provide the network
23 requirements of the competitive checklist. BellSouth refers the Authority to JAR-3 as
24 evidence of BellSouth's checklist compliance.

1 Q. WHERE CAN THE AUTHORITY FIND ADDITIONAL TECHNICAL
2 INFORMATION ON THE OFFERINGS DISCUSSED HEREIN?

3
4 A. BellSouth provides detailed administrative information, technical information, and
5 procedures for ordering facilities and services in a number of guides, technical service
6 descriptions, and manuals, all of which are available on BellSouth's Internet website at
7 (<http://www.interconnection.bellsouth.com/guides/guides.html>) and
8 (http://www.interconnection.bellsouth.com/products/tech_ref.html). This website is
9 available to the Authority should the Authority desire additional detail on the offerings
10 discussed herein.

11
12 Q. WHAT EVIDENCE DOES BELL SOUTH HAVE THAT INDICATES IT IS IN
13 COMPLIANCE WITH CHECKLIST ITEM 1: INTERCONNECTION?

14
15 A. As of July 24, 2001, BellSouth had provisioned 42,103 trunks interconnecting its network
16 with the networks of CLECs in Tennessee (that is, trunks from CLECs' switches to
17 BellSouth's switches). In its nine-state region, BellSouth had installed 440,387 trunks
18 from CLECs' switches to BellSouth's switches as of that same date. As of July 24, 2001,
19 BellSouth had provided 237,859 two-way trunks (including transit trunks) to a total of
20 118 CLECs across BellSouth's nine-state region. In Tennessee, BellSouth has provided
21 20,736 two-way trunks (including transit trunks) to 36 CLECs who also have ordered and
22 been provided trunk groups to BellSouth's local tandem switches.

23
24 In Tennessee, as of May 31, 2001, BellSouth had completed 671 physical collocation
25 arrangements, with two (2) in progress, for over 30 different CLECs, of which 428 are

1 cageless physical collocation arrangements. Physical collocation arrangements were
2 established in 75 different central offices out of a total of 196 BellSouth central offices in
3 Tennessee as of May 31, 2001. As of May 31, 2001, there were 5,048 physical
4 collocation arrangements in place for CLECs throughout BellSouth's nine-state region.
5 Of these, 3,243 were cageless physical collocation arrangements. An additional 145
6 physical collocation arrangements were in progress for over 40 different CLECs as of
7 May 31, 2001.

8
9 In Tennessee, as of May 31, 2001, there was one (1) virtual collocation arrangement in
10 progress, however there were 18 virtual collocation arrangements in service located in 17
11 different BellSouth central offices. Those central offices are located in eight (8) cities in
12 Tennessee. Across BellSouth's nine-state region, over 40 different CLECs requested and
13 BellSouth provided 366 virtual collocation arrangements with construction of an
14 additional 21 arrangements underway as of May 31, 2001.

15
16 Q. WHAT EVIDENCE DOES BELL SOUTH HAVE THAT INDICATES IT IS IN
17 COMPLIANCE WITH CHECKLIST ITEM 2: NONDISCRIMINATORY ACCESS TO
18 NETWORK ELEMENTS?

19
20 A. As of May 31, 2001, BellSouth had 27,823 loop and port combinations in place for
21 CLECs in Tennessee and 345,201 such combinations in place for CLECs across
22 BellSouth's nine-state region. In addition, BellSouth had 64 loop and transport
23 combinations in place for CLECs in Tennessee.

24
25 BellSouth has also installed over 145 access terminals to CLECs in its nine-state region

1 for the purpose of providing access to sub-loop elements.

2
3 Q. WHAT EVIDENCE DOES BELL SOUTH HAVE THAT INDICATES IT IS IN
4 COMPLIANCE WITH CHECKLIST ITEM 3: ACCESS TO POLES, DUCTS,
5 CONDUITS, AND RIGHTS-OF-WAY?
6

7 A. As of July 16, 2001, CLECs in Tennessee had executed with BellSouth 47 license
8 agreements and 106 license agreements region-wide, (both state-specific agreements and
9 multi-state agreements) that allow them to attach their facilities to BellSouth's poles and
10 to place their facilities in BellSouth's ducts and conduits. Since July 1997, BellSouth has
11 received 579 requests in Tennessee for access to poles, ducts, conduits, and rights-of-way
12 from 15 CLECs with no requests being denied. Similarly, CLECs have leased 441,860
13 feet of conduit space in BellSouth's nine-state region as a result of CLEC requests, of
14 which 44,350 feet are in Tennessee.
15

16 Q. WHAT EVIDENCE DOES BELL SOUTH HAVE THAT INDICATES IT IS IN
17 COMPLIANCE WITH CHECKLIST ITEM 4: LOCAL LOOP?
18

19 A. As of May 31, 2001, in Tennessee, BellSouth had provisioned 1,294 two-wire
20 Asymmetrical Digital Subscriber Lines ("ADSL") loops and 62 two-wire High Bit-rate
21 Digital Subscriber Line ("HDSL") loops to ten (10) different CLECs in Tennessee. As of
22 the same date, BellSouth had provisioned within its region 15,698 two-wire ADSL loops,
23 436 two-wire HDSL loops, and 21 four-wire HDSL loops to over 30 different CLECs.
24

25 While CLECs in Tennessee have not purchased the unbundled sub-loop element referred

1 to as loop distribution, BellSouth has provided over 500 unbundled loop distribution pairs
2 to CLECs across BellSouth's nine-state region.

3
4 BellSouth has no dark fiber arrangements in place in Tennessee because none have been
5 requested. BellSouth, however, has provided a total of 21 dark fiber arrangements in two
6 (2) other states within BellSouth's nine-state region.

7
8 As of June 30, 2001, BellSouth had provisioned 3,157 line sharing arrangements across
9 BellSouth's nine-state region and 41 line sharing arrangements in Tennessee.

10
11 From January 2001 through May 2001, CLECs made over 18,000 mechanized Loop
12 Makeup ("LMU") inquiries region-wide. In Tennessee, CLECs made over 1,000
13 mechanized LMU inquiries. From November 2000 through May 2001, CLECs made
14 1,193 manual LMU inquiries region-wide, including 44 in Tennessee.

15
16 Q. WHAT EVIDENCE DOES BELL SOUTH HAVE THAT INDICATES IT IS IN
17 COMPLIANCE WITH CHECKLIST ITEM 5: LOCAL TRANSPORT?

18
19 A. As of May 31, 2001, BellSouth had provided 1,445 dedicated local transport trunks to
20 CLECs in Tennessee. BellSouth has provided 11,139 dedicated trunks providing
21 interoffice transport to CLECs in its nine-state region as of that same date.

22
23 Q. WHAT EVIDENCE DOES BELL SOUTH HAVE THAT INDICATES IT IS IN
24 COMPLIANCE WITH CHECKLIST ITEM 6: LOCAL SWITCHING?

1 A. As of May 31, 2001, BellSouth had six (6) unbundled switch ports in service in
2 Tennessee. Region-wide, BellSouth had 262 unbundled switch ports in service as of that
3 same date. Additionally, in connection with its combined loop/port combination offering,
4 BellSouth had 27,823 switch ports in service for CLECs in Tennessee and 345,201 in
5 service for CLECs across BellSouth's region.

6
7 BellSouth offers two methods of customized routing to CLECs: Advanced Intelligent
8 Network ("AIN") and Line Class Codes ("LCC"). BellSouth has tested both methods
9 and both currently are available.

10
11 To date, no CLEC has requested BellSouth's AIN method of customized routing.
12 BellSouth stands ready to provide the AIN method upon request. BellSouth has provided
13 the LCC method of customized routing to one CLEC in Georgia. No CLEC in Tennessee
14 has requested this method of customized routing; BellSouth, however, stands ready to
15 provide it.

16
17 Q. WHAT EVIDENCE DOES BELL SOUTH HAVE THAT INDICATES IT IS IN
18 COMPLIANCE WITH CHECKLIST ITEM 7: 911/E911, DIRECTORY ASSISTANCE
19 AND OPERATOR CALL COMPLETION?

20
21 A. As of May 31, 2001, CLECs had requested and BellSouth had provided 511 E911 trunks
22 for CLECs in Tennessee. In its nine-state region, BellSouth had 4,653 trunks in service
23 connecting CLECs' switches with BellSouth's E911 arrangements as of that same date.
24 In Tennessee, 25 CLECs were sending mechanized updates to BellSouth for inclusion in
25 the 911 database as of May 31, 2001; and in BellSouth's nine-state region, 67 CLECs

1 were doing so as of that same date.

2
3 As of May 31, 2001, CLECs in Tennessee had 423 directory assistance trunks in place
4 between those CLECs' switches and BellSouth's Directory Assistance ("DA") platform.
5 In BellSouth's nine-state region, there were 2,929 such directory assistance trunks in
6 place serving CLECs. In BellSouth's nine-state region, 38 CLECs were purchasing
7 Directory Assistance Access Service ("DAAS") and 33 CLECs were purchasing
8 Directory Assistance Call Completion ("DACC") service from BellSouth as of June 30,
9 2001.

10
11 As of May 31, 2001, seven (7) service providers were using BellSouth's Tennessee
12 subscriber listings, via Directory Assistance Database Service ("DADS"), to provide DA
13 service and third party listing data to end users. Nine (9) service providers were using
14 DADS across BellSouth's nine-state region as of that same date. As of May 31, 2001,
15 two (2) service providers in the region were using Direct Access to Directory Assistance
16 Services ("DADAS") to provide the service to CLECs.

17
18 As of May 31, 2001, BellSouth had provided CLECs in Tennessee with 442 operator
19 services trunks. Across its nine-state region, BellSouth had provided CLECs with 2,855
20 operator services trunks as of that same date. In Tennessee, BellSouth had provided
21 CLECs with 53 verification trunks as of May 31, 2001. Across its nine-state region,
22 BellSouth had provided CLECs with 510 verification trunks as of that same date.

23
24 BellSouth offers four service levels of branding to CLECs when CLECs order Directory
25 Assistance and/or Operator Call Processing. The options are: BellSouth branding;

1 unbranded; custom branding; and self-branding. Unbranded, custom branding, and self-
2 branding are all provided via customized routing (sometimes referred to as “selective
3 routing”), which includes the LCC and AIN service offerings. BellSouth also offers
4 Originating Line Number Screening (“OLNS”) customized routing, which provides
5 BellSouth branding, unbranded, and customized branding of Directory Assistance and/or
6 Operator Call Processing. BellSouth’s OLNS is deployed in Tennessee and throughout
7 BellSouth’s nine-state region.
8

9 Q. WHAT EVIDENCE DOES BELL SOUTH HAVE THAT INDICATES IT IS IN
10 COMPLIANCE WITH CHECKLIST ITEM 8: WHITE PAGES LISTINGS?
11

12 A. BellSouth has long made its white pages listing capabilities available to independent
13 LECs and other service providers. Because methods and procedures have been in place
14 to allow other carriers access to BellSouth’s white pages listing capabilities for many
15 years, the necessary methods and procedures pursuant to which CLECs may obtain such
16 listings are business as usual for BellSouth.
17

18 Q. WHAT EVIDENCE DOES BELL SOUTH HAVE THAT INDICATES IT IS IN
19 COMPLIANCE WITH CHECKLIST ITEM 9: NUMBER ADMINISTRATION?
20

21 A. At this time, BellSouth no longer performs the central office code assignment function.
22 NeuStar assumed all North American Numbering Plan Administrator (“NANPA”) responsibilities
23 on November 17, 1999 when the FCC approved the transfer of Lockheed-
24 Martin’s Communications Industry Service division to NeuStar.
25 As to its responsibilities, BellSouth has responded to CLEC concerns about accurate and

1 timely activation of central office codes ("NXXs") by establishing, effective May 15,
2 1998, its NXX activation Single Point of Contact ("SPOC") to provide assistance to
3 CLECs and independent LECs. The NXX SPOC processes requests for NXX activity
4 coordination, and provides information concerning BellSouth's architecture
5 arrangements, assistance in trouble resolution for code activation, and assistance in
6 preparing the Code Request. If a CLEC or independent LEC intends to interconnect its
7 network directly with BellSouth's network, or if interconnection arrangements with
8 BellSouth are already in place, the CLEC or independent LEC should send to BellSouth a
9 courtesy copy of its Central Office Code Request in conjunction with the submission of
10 its CO Code Request to the NANPA (NeuStar). If the CLEC gives BellSouth a copy of
11 its Central Office Code Request, BellSouth is better able to activate the Central Office
12 Code in BellSouth's network.

13
14 Q. WHAT EVIDENCE DOES BELL SOUTH HAVE THAT INDICATES IT IS IN
15 COMPLIANCE WITH CHECKLIST ITEM 10: ACCESS TO DATABASES AND
16 ASSOCIATED SIGNALING?

17
18 A. BellSouth's signaling service is available as evidenced by the fact that 13 CLECs had
19 directly connected to BellSouth's signaling network in Tennessee as of May 31, 2001.

20
21 BellSouth's region-wide Line Information Database ("LIDB") processed more than 1.6
22 billion queries from CLECs and others during the period from January 1997 through
23 April 2001.

24
25 As of July 1, 2001, BellSouth has over 100 Calling Name ("CNAM") database

1 customers, consisting of both CLEC and independent LECs, across BellSouth's nine-state
2 region.

3
4 BellSouth has offered independent LECs and other service providers access to its Toll
5 Free Number database for years. The necessary methods and procedures for obtaining
6 such access by CLECs are business as usual for BellSouth. Moreover, the availability of
7 these services is evidenced by the fact that, from January 1997 through May 2001,
8 CLECs and other service providers across BellSouth's nine-state region completed about
9 ten (10) billion queries of BellSouth's Toll Free Number database.

10
11 Q. WHAT EVIDENCE DOES BELL SOUTH HAVE THAT INDICATES IT IS IN
12 COMPLIANCE WITH CHECKLIST ITEM 11: SERVICE PROVIDER NUMBER
13 PORTABILITY?

14
15 A. BellSouth ported 47,754 lines in Tennessee using Interim Number Portability ("INP").
16 However, as of June 30, 2001, BellSouth had converted 46,150 (97%) of those lines to
17 Local Number Portability ("LNP"). In its region, BellSouth ported 117,010 numbers
18 using interim number portability, of which 109,562 (94%) have been converted to LNP
19 as of that same date.

20
21 As of June 30, 2001, BellSouth had ported 215,383 business directory numbers and 401
22 residence directory numbers in Tennessee using LNP. In its nine-state region, BellSouth
23 had ported 1,282,443 business and 160,994 residence directory numbers as of June 30,
24 2001, which confirms the availability of LNP.

1 Q. WHAT EVIDENCE DOES BELL SOUTH HAVE THAT INDICATES IT IS IN
2 COMPLIANCE WITH CHECKLIST ITEM 12: LOCAL DIALING PARITY?

3
4 A. BellSouth's interconnection arrangements do not require any CLEC to use access codes
5 or additional digits to complete local calls to BellSouth customers. Neither are BellSouth
6 customers required to dial any access codes or additional digits to complete local calls to
7 the customers of any CLEC.

8
9 While BellSouth is unable to determine the full extent of CLEC dialing policies,
10 BellSouth is not aware of any complaints from CLEC customers that they are required to
11 dial any access codes or additional digits to complete local calls.

12
13 Q. WHAT EVIDENCE DOES BELL SOUTH HAVE THAT INDICATES IT IS IN
14 COMPLIANCE WITH CHECKLIST ITEM 13: RECIPROCAL COMPENSATION?

15
16 A. Reciprocal compensation arrangements are provided for in BellSouth's interconnection
17 agreements as well as through its SGAT. Reciprocal compensation is discussed further in
18 the testimony of John Ruscilli.

19
20 Q. WHAT EVIDENCE DOES BELL SOUTH HAVE THAT INDICATES IT IS IN
21 COMPLIANCE WITH CHECKLIST ITEM 14: RESALE OF THE INCUMBENT
22 LEC'S RETAIL TELECOMMUNICATIONS SERVICES AT A DISCOUNT?

23
24 A. As of May 31, 2001, there were 213,441 "top 50" revenue producing services being
25 resold by CLECs in Tennessee while 3,157,586 were being resold throughout

BellSouth's region. Other retail services, in addition to the "top 50" revenue producers, are likewise available for resale.

PART B: COMPREHENSIVE DISCUSSION OF THE AVAILABILITY OF
NETWORK-RELATED OFFERINGS TO CLECS.

CHECKLIST ITEM 1: INTERCONNECTION

Q. GENERALLY DESCRIBE BELL SOUTH'S COMPLIANCE WITH CHECKLIST
ITEM 1.

A. According to the Federal Communications Commission ("FCC"), interconnection refers "to the physical linking of two networks for the mutual exchange of traffic." *Local Competition Order*, ¶ 176. Checklist Item 1 obligates BellSouth to provide CLECs access to points of interconnection that are equal in quality (as defined by 47 C.F.R. § 51.331) to what BellSouth provides itself, and that meet the same technical criteria and standards used in BellSouth's network for a comparable arrangement, except where a CLEC requests otherwise. 47 U.S.C. § 251(c)(2)(C) and (D) and 47 C.F.R. § 51.305(a)(3), (4).¹ As detailed below, BellSouth's interconnection agreements and its Tennessee SGAT fully satisfy this mandate.

Checklist Item 1 has three (3) requirements. First, BellSouth must provide

¹ See also, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket Nos. 96-98 & 95-185, 11 FCC Rcd 15499, 15614 (1996) ("Local Competition Order"), modified on recon., 11 FCC Rcd 13042 (1996), vacated in part on other grounds sub nom. Iowa Utils. Bd. V. FCC, 120 F. 3d 753 (8th Cir. 1997), cert. granted sub nom. AT&T Corp. v. FCC, 118 S. Ct. 879 (1998).

1 interconnection at any technically feasible point in the carrier's network. Second,
2 BellSouth must provide CLECs with interconnection that is at least equal in quality to
3 that provided by BellSouth to itself. Third, BellSouth must provide interconnection on
4 rates, terms and conditions that are just, reasonable and nondiscriminatory.

5
6 POINTS OF INTERCONNECTION

7
8 Q. DOES BELLSOUTH PROVIDE INTERCONNECTION AT ANY TECHNICALLY
9 FEASIBLE POINT?

10
11 A. Yes. Local interconnection is available at any technically feasible point in BellSouth's
12 network, including meet point interconnection arrangements, on terms and conditions that
13 are just, reasonable and nondiscriminatory. 47 U.S.C. § 251(c)(2); 47 C.F.R. §
14 51.305(a)(2). Consistent with FCC rules, BellSouth makes interconnection available at
15 the following points: line-side of the local end office switch; trunk-side of the local end
16 office switch; trunk interconnection points for local end office and tandem switches;
17 central office cross-connect points; out-of-band signal transfer points; and the points of
18 access to unbundled elements. CLECs have the option to interconnect at only one
19 technically feasible point in each LATA. *See* Interconnection Agreement Between
20 BellSouth and NewSouth Communications, Corp. ("NewSouth Agmnt.") Att. 3, § 1.2. In
21 cases in which dual entrance points are available in a given central office building, and
22 space is available, BellSouth will make dual entry facilities available to CLECs. *See*
23 NewSouth Agmnt., Att. 4, § 5.2.1. Moreover, a CLEC may request, via the Bona Fide
24 Request ("BFR") process, to utilize another interconnection point when it is determined

1 to be technically feasible.² See Interconnection Agreement Between BellSouth and
2 Knology (“Knology Agmnt.”), Att. 3, § 1.1. BellSouth will provide ordering and
3 provisioning of interconnection services that is equal to the ordering and provisioning
4 services BellSouth provides to itself. See NewSouth Agmnt., Att. 6, § 1.1.

5
6 MEANS OF INTERCONNECTION

7
8 Q. WHAT MEANS OF INTERCONNECTION DOES BELL SOUTH OFFER?

9
10 A. BellSouth offers the following means of interconnection: (1) physical collocation; (2)
11 virtual collocation; (3) assembly point arrangements; (4) fiber optic meet arrangements;
12 and (5) interconnection via purchase of facilities from the other party. SGAT, § I.C.
13 BellSouth provides equal-in-quality interconnection on terms and conditions that are just,
14 reasonable, and nondiscriminatory in accordance with the requirements of Sections
15 251(c)(2) and 252(d)(1). Moreover, a CLEC may request, via the Bona Fide Request
16 (“BFR”) process, to utilize another means of interconnection when it is determined to be
17 technically feasible.

18
19 Q. DESCRIBE MULTIPLE TANDEM ACCESS (“MTA”).

20
21 A. BellSouth MTA provides for LATA-wide BellSouth transport and termination of CLEC-
22 originated local and BellSouth transported intraLATA traffic by establishing a Point of
23 Interconnection at a BellSouth access tandem with routing through multiple BellSouth

² The BFR process, and the intervals associated with it, are addressed in the testimony of John Ruscilli.

1 access tandems as required. The terms and conditions for such offering are set forth in
2 interconnection agreements. *See e.g., NewSouth Agmnt., Att. 3, §1.9.*

3
4 INTERCONNECTION TRUNKS

5
6 Q. DESCRIBE THE TRUNKING ARRANGEMENTS AVAILABLE TO CLECS FOR
7 ROUTING TRAFFIC.

8
9 A. BellSouth provisions, maintains, and repairs interconnection trunks for CLECs in a
10 manner that is equal in quality to the way in which BellSouth provisions trunks for its
11 own services. 47 C.F.R. § 51.305(a)(3); *see also* Knology Agmnt., Att. 3, § 3.3.
12 BellSouth designs its interconnection facilities to meet the same technical criteria and
13 service standards that are used within its own network. *See* Knology Agmnt., Att. 3, §§
14 3.2 – 3.4;. BellSouth offers CLECs various options to route local/intraLATA toll traffic
15 and transit traffic over separate trunk groups or over a single trunk group. *See* NewSouth
16 Agmnt., Att. 3; Knology Agmnt., Att. 3.

17
18 First, BellSouth provisions local/intraLATA toll trunks for traffic between CLEC end
19 users and BellSouth end users or Wireless Service Providers and vice versa. Local traffic
20 or local/intraLATA toll traffic may be delivered at the BellSouth local tandem, the
21 BellSouth access tandem, or the BellSouth end office. Local/intraLATA toll trunks may
22 use multi-frequency (“MF”) or Signaling System 7 (“SS7”) signaling and may use one-
23 way or two-way trunking. *See* NewSouth, Att. 3, §2.6.

24
25 In addition, BellSouth provides transit trunks for traffic between a CLEC and a third

1 party such as an Independent Company, Interexchange Carrier, or another CLEC (i.e.,
2 where a BellSouth end user is not involved). Transit trunk groups are generally two-way
3 trunks, but may be built as one-way trunks. They may use MF or SS7 signaling. Transit
4 intraLATA toll traffic from the CLEC must be delivered to the BellSouth access tandem.
5 Transit local traffic may be delivered to the BellSouth access tandem or to the BellSouth
6 local tandem. *See* Knology Agmnt., Att. 3, §2.6.

7
8 If the CLEC chooses, additional trunk groups may be established for operator services,
9 directory assistance, emergency services and intercept. *See* Knology Agmnt., Att. 3,
10 § 2.6.2.2.1.

11
12 Q. ARE CLECS PURCHASING INTERCONNECTION TRUNKS?

13
14 A. Yes. As of July 24, 2001, BellSouth had provisioned 42,103 trunks interconnecting its
15 network with the networks of CLECs in Tennessee (that is, trunks from CLECs' switches
16 to BellSouth's switches). In its nine-state region, BellSouth had installed 440,387 trunks
17 from CLECs' switches to BellSouth's switches as of that same date. As of July 24, 2001,
18 BellSouth had provided 237,859 two-way trunks (including transit trunks) to a total of
19 118 CLECs across BellSouth's nine-state region. In Tennessee, BellSouth has provided
20 20,736 two-way trunks (including transit trunks) to 36 CLECs who also have ordered and
21 been provided trunk groups to BellSouth's local tandem switches.

22
23 Q. HOW DO CLECS REQUEST INTERCONNECTION TRUNKS?

24
25 A. CLECs request interconnection trunks by submitting an Access Service Request ("ASR")

1 to BellSouth's Interconnection Purchasing Center ("IPC"). BellSouth established the IPC
2 during the second quarter of 1998 to facilitate BellSouth's handling of ASRs submitted
3 by the CLECs and payment of CLECs' reciprocal compensation charges. The IPC
4 receives ASRs from the CLECs, captures information required for Carrier Access Billing
5 System ("CABS") billing purposes, screens the ASR for accuracy, and routes the ASR
6 via the Telcordia (formerly Bell Communications Research, Inc. or "Bellcore") Exchange
7 Access Control and Tracking ("EXACT") System to BellSouth's Circuit Capacity
8 Management ("CCM") center. The BellSouth CCM Center establishes the trunk group
9 identification for new trunk groups or increases the trunk quantities in BellSouth's
10 mechanized systems in the case of trunk augmentations. The ASR is then forwarded via
11 EXACT to BellSouth's Circuit Provisioning Group ("CPG"). The CPG is responsible for
12 issuing required trunk and facilities orders to BellSouth's Network Infrastructure Support
13 Center ("NISC"), which prepares required switch translations, and BellSouth's Local
14 Interconnection Switching Center ("LISC"), which coordinates the testing and turn-up of
15 the trunks. The LISC forwards the orders to BellSouth's Work Management Center
16 ("WMC") and BellSouth's Field Work Groups ("FWGs") for testing and turn-up of the
17 trunks.

18
19 From July 1999 through May 2001, BellSouth's IPC processed 34,544 orders from
20 CLECs for interconnection trunks in Tennessee and processed 397,538 orders from
21 CLECs across BellSouth's nine-state region.

22
23 Q. HOW DOES BELL SOUTH PROCESS ITS OWN TRUNK AUGMENTATIONS TO
24 BELL SOUTH'S POINT OF INTERCONNECTION WITH CLECS?
25

1 A. For trunks originating on BellSouth's network and terminating on the CLEC's network,
2 the process for establishing and augmenting trunks is the same as the CLEC process to
3 establish interconnection trunks with BellSouth, except for the billing. The CCM issues
4 an "external" ASR to the CLEC and an "internal" ASR to the IPC. The IPC screens the
5 "internal" ASR for accuracy, and routes the ASR via the EXACT System to the CCM
6 Center. The CCM Center establishes the trunk group identification for new trunk groups
7 or increases the trunk quantities in BellSouth's mechanized systems in the case of trunk
8 augmentations. The ASR is then forwarded via EXACT to the CPG. The CPG is
9 responsible for issuing required trunk and facilities orders to the NISC, which prepares
10 required switch translations, and BellSouth's LISC, which coordinates the testing and
11 turn-up of the trunks. The LISC forwards the orders to BellSouth's Work Management
12 Center and BellSouth's Field Work Groups for testing and turn-up of the trunks.

13
14 Q. DISCUSS BELL SOUTH'S PROCESS FOR FORECASTING THE NUMBER OF
15 TRUNKS REQUIRED TO PROVIDE INTERCONNECTION SERVICES.

16
17 A. All trunk forecasting and servicing for CLEC local and intraLATA toll trunk groups is
18 based upon the same industry standard objectives that BellSouth uses for its own trunk
19 groups. BellSouth uses the standard objective of two (2) percent overall call blocking
20 during the time-consistent average busy hour in the busy season which consists of one (1)
21 percent blocking from the end office to the local tandem and one (1) percent blocking
22 from the local tandem to the end office. When an access tandem serves as the
23 intermediary switch, the standard objective is one and one-half (1.5) percent overall
24 blocking during the time-consistent average busy hour in the busy season. This consists
25 of one-half (.5) percent blocking on the common transport trunk group from the end

1 office to the access tandem and one (1) percent blocking from the access tandem to the
2 end office.

3
4 BellSouth's forecasting process is designed to determine the amount of traffic that will be
5 handled by each central office, and the number of trunks that will be required to carry
6 that traffic during the forecast period (normally 5 years). BellSouth's General Trunk
7 Forecast (the "GTF") is maintained daily and includes forecasts both for BellSouth traffic
8 and CLEC traffic.

9
10 Twice a year, the BellSouth LISC initiates written requests for forecasts from all CLECs
11 who have a presence in any of the nine BellSouth states. The forecasting periods cover
12 January - June and July - December. The LISC provides the CLECs' forecasts to the
13 BellSouth CCM Centers in each state. The CLEC forecasts are necessary in order to
14 incorporate the CLEC's requirements into BellSouth's GTF.

15
16 To prepare the GTF, BellSouth begins with the number of trunks currently in service.
17 BellSouth then calculates a growth factor (that is, the percentage of growth expected over
18 the next forecast period as well as anticipated growth in traffic that may be generated by
19 new services.) This data is measured using "busy hour" information, measured and
20 gathered using a BellSouth system, the Network Information Warehouse that conforms to
21 national industry standards. BellSouth also adjusts for planned network rearrangements,
22 such as switch replacements, relocations, or additions. The growth factor is then applied
23 to the trunks currently in service.

24
25 As CLECs interconnect to BellSouth's network, the transitioning of traffic from

1 BellSouth to the CLEC often requires more trunks than would normally carry the traffic
2 in question when BellSouth was the sole provider of service. The purpose of the CLEC
3 forecast is to identify locations and estimated quantities to be used in developing factors
4 to account for these transitional effects in the network. After BellSouth's growth factor is
5 applied to the trunks in service, BellSouth applies these transitional factors. After these
6 adjustments for growth and transitional factors are taken into account, BellSouth's
7 forecast is reflected in the GTF.

8
9 Q. DISCUSS THE FORECASTING RESPONSIBILITIES OF BELL SOUTH AND THE
10 CLECS.

11
12 A. BellSouth and the CLECs are jointly responsible for forecasting, monitoring, and
13 servicing all two-way trunk groups between the two networks. *See NewSouth Agmnt.*,
14 Att. 3, § 3.6. BellSouth is responsible for forecasting, monitoring, and servicing the one-
15 way trunk groups terminating to CLECs. CLECs are responsible for forecasting,
16 monitoring and servicing the one-way trunk groups to BellSouth, including terminating,
17 transit, operator services, directory assistance, and E911 trunks. Standard trunk traffic
18 engineering methods are used as described in Telcordia document SR-TAP-000191,
19 Trunk Traffic Engineering Concepts and Applications or as otherwise mutually agreed to
20 by the parties.

21
22 BellSouth will use its best efforts in conjunction with the CLEC to create the most
23 effective and reliable interconnected telecommunications network. BellSouth and the
24 CLEC will meet periodically for the purpose of exchanging non-binding forecasts of their
25 traffic and volume requirements for interconnection. *See NewSouth Agmnt.*, Att. 3, §

1 3.6. Forecast meetings may be face-to-face, or by video or audio conference. *See* SGAT,
2 §XVII.B; XVII.C.

3
4 In addition to, and not in lieu of, the required non-binding forecasts, BellSouth and the
5 CLEC may negotiate a binding forecast that commits the forecast provider to purchase,
6 and the forecast recipient to provide, a specified volume to be utilized as set forth in the
7 binding forecast. The terms of such a binding forecast will be negotiated and may
8 contain provisions regarding price, quantity, and liability for failure to perform as
9 described in the Authority's Final Order of Arbitration in Docket No. 99-00377 between
10 BellSouth and ICG. *See* SGAT, §XVII.D.

11
12 Q. DISCUSS BELL SOUTH'S PROCESS FOR FORECASTING SWITCH CAPACITY
13 NEEDS.

14
15 A. BellSouth forecasts its switch capacity needs based on two inputs – the GTF and the
16 access line forecast. As described above, the GTF is created using CLEC inputs. Thus,
17 CLEC plans are taken into account both in BellSouth's trunk forecasting and in its switch
18 planning and forecasting processes. For most switches, the capacity managers generally
19 schedule additions of trunk terminations to be completed and available for service by the
20 time the currently installed trunk capacity reaches 97 percent utilization.

21
22 Some specific switches have been identified as candidates for trunk relief when the
23 installed trunk capacity reaches 90 percent utilization. Candidate offices are those offices
24 that meet the following criteria:

- 25
- End office digital switches

- Switches with 100 trunking DS1s currently installed (a DS1 contains 24 voice channels)
- Switches with growth of at least 75 trunking DS1s per year

Those offices that are candidates for relief at 90 percent are larger offices typically serving business customers, and likely to also have high usage between CLEC's switches and BellSouth's switches.

For tandem switches, the capacity managers schedule additions of trunk terminations to be completed and available for service by the time the currently installed trunk capacity reaches 85 percent utilization.

An addition of trunk terminations is scheduled to complete when the switch has reached its targeted trunk utilization percentage. In other words, BellSouth does not wait until that utilization percentage has been reached before triggering the addition. Once the capacity manager has determined the anticipated target exhaust date for a switch, the capacity manager subtracts an appropriate amount of time from that exhaust date to allow for the equipment addition to be engineered, manufactured, shipped, and installed in the switch. Thus, BellSouth initiates the addition of trunk terminations well in advance of the targeted exhaust date. As discussed earlier, CLECs inform BellSouth of their anticipated traffic growth through the routine exchange of traffic forecasts.

Q. DOES BELL SOUTH MAKE INTERCONNECTION TRUNKS AVAILABLE ON A NONDISCRIMINATORY MANNER?

1 A. Yes. BellSouth's performance data for interconnection trunks will be discussed in the
2 performance data testimony of Dave Coon.

3
4 FIBER-MEET

5
6 Q. DESCRIBE THE FIBER-MEET ARRANGEMENT.

7
8 A. "Fiber-Meet" is an interconnection arrangement whereby the parties physically
9 interconnect their networks via an optical fiber interface (as opposed to an electrical
10 interface) at which one party's facilities, provisioning, and maintenance responsibility
11 begins and the other party's responsibility ends (i.e., at a Point of Interface). If a CLEC
12 elects to interconnect with BellSouth pursuant to a fiber-meet arrangement, the CLEC
13 and BellSouth shall jointly engineer and operate such. See NewSouth Agmnt., Att. 3, §
14 1.11.

15
16 COLLOCATION

17
18 Q. DOES BELL SOUTH MAKE SPACE AVAILABLE IN ITS PHYSICAL
19 STRUCTURES TO FACILITATE THE INTERCONNECTION OF ITS NETWORK
20 FACILITIES WITH THOSE OF CLECS?

21
22 A. Yes. Collocation is a process pursuant to which BellSouth permits CLECs to contract for
23 space in BellSouth's premises, as that term is defined by the FCC, so that CLECs may
24 interconnect their network facilities with BellSouth's network facilities. BellSouth offers
25 a variety of collocation arrangements as described below. Where technically feasible,

1 BellSouth will make physical collocation available in any BellSouth premises that has
2 space available for collocation.

3
4 Q. DESCRIBE BELLSOUTH'S PHYSICAL COLLOCATION OFFERINGS.

5
6 A. BellSouth will provide to a CLEC at the CLEC's request, on a first-come, first-served
7 basis, physical collocation under the same terms and conditions available to similarly
8 situated carriers and on terms and conditions that are just, reasonable and non-
9 discriminatory. 47 C.F.R. § 52.323 (f); SGAT, § II.A.7. Where sufficient space exists,
10 CLECs can physically collocate in BellSouth premises to terminate CLEC cables on their
11 own equipment. Physical Collocation is available at Central Offices, Serving Wire
12 Centers and at Remote Sites and may be offered in the following types: Caged, Shared
13 Caged, Cageless, or Adjacent. *See* NewSouth Agmnt., Att. 4.

14
15 With physical collocation, equipment ownership, operation, maintenance and insurance
16 are the responsibility of the collocator or its approved agent. BellSouth permits the
17 collocation of any type of equipment that is directly related to and thus necessary,
18 required, or indispensable for interconnection to BellSouth's network or for access to
19 unbundled network elements in the provision of telecommunications services. *See*
20 NewSouth Agmnt., Att. 4, § 1.3. In addition, BellSouth permits the physical collocation
21 of microwave facilities when technically feasible for interconnection to BellSouth's
22 network or for access to UNEs in the provision of telecommunications services. *See*
23 SGAT, Attach. I. With physical collocation, BellSouth provides an interconnection point
24 or points, physically accessible by both BellSouth and the requesting CLEC, at which the
25 fiber optic cables carrying the CLEC's circuits enter BellSouth's premises. 47 C.F.R. §

1 51.323 (d)(1); NewSouth Agmnt., Att. 4, § 1.3. BellSouth will provide at least two
2 interconnection points at each premises where there are at least two such interconnection
3 points available and where capacity exists. For purposes of collocation, the
4 interconnection point is the point at which the CLEC enters BellSouth's premises,
5 namely the manhole or the cable vault.

6
7 Physical Collocation is a negotiated contract arrangement in all BellSouth states for the
8 placement of collocater-owned facilities and equipment in BellSouth central premises.
9 The terms and conditions pursuant to which BellSouth offers physical collocation are set
10 forth in detail in the Affidavit of Wayne Gray, Attachment A; *see* also, NewSouth
11 Agmnt., Att. 4.

12
13 Q. IS BELL SOUTH PROVIDING PHYSICAL COLLOCATION IN TENNESSEE?

14
15 A. Yes. In Tennessee, as of May 31, 2001, BellSouth had completed 671 physical
16 collocation arrangements, with two (2) in progress, for over 30 different CLECs, of
17 which 428 are cageless physical collocation arrangements. Physical collocation
18 arrangements were established in 75 different central offices out of a total of 196
19 BellSouth central offices in Tennessee as of May 31, 2001. As of May 31, 2001, there
20 were 5,048 physical collocation arrangements in place for CLECs throughout BellSouth's
21 nine-state region. Of these, 3,243 were cageless physical collocation arrangements. An
22 additional 145 physical collocation arrangements were in progress for over 40 different
23 CLECs as of May 31, 2001. Exhibit WKM-1 is a summary of physical and virtual
24 collocation arrangements currently in place or in progress in Tennessee and in
25 BellSouth's nine-state region.

1 Q. DOES BELLSOUTH HAVE PROVISIONING INTERVALS FOR PHYSICAL
2 COLLOCATION?

3
4 A. Yes. Pursuant to the Intermedia Arbitration Order, BellSouth will provision physical
5 cageless collocation space in Tennessee, in accordance with the requesting carrier's
6 application, within thirty (30) calendar days after BellSouth's receipt of the CLEC's firm
7 order when there is conditioned space and the CLEC installs the bays/racks (ordinary
8 conditions). When other conditions apply (extraordinary conditions), BellSouth's
9 provisioning interval for cageless collocation will not exceed ninety (90) calendar days
10 from the date of the firm order. BellSouth will provision caged physical collocation
11 arrangements requested by the CLEC, provided collocation space is available in
12 BellSouth facilities, within ninety (90) calendar days from the date of the firm order.

13
14 Q. DESCRIBE BELLSOUTH'S VIRTUAL COLLOCATION OFFERING.

15
16 A. Upon request of the CLEC, or when space is not available for physical collocation,
17 BellSouth offers virtual collocation in accordance with the existing BellSouth FCC Tariff
18 Number 1, Section 20, "Virtual Expanded Interconnection Service", as contemplated by
19 Paragraph 826 of the *Local Competition Order*, 11 FCC Rcd at 15912. BellSouth will
20 also negotiate terms and conditions for virtual collocation upon request by a CLEC.
21 Virtual collocation provides for the placement of collocater-owned transmission
22 equipment and other facilities in BellSouth central offices for interconnection to the
23 BellSouth network. Such equipment must be necessary for the provision of
24 telecommunications services and may include, but not be limited to, optical terminating
25 equipment and multiplexers, digital subscriber line access multiplexers ("DSLAMs"),

1 routers, asynchronous transfer mode (“ATM”) multiplexers, and remote switching
2 modules. Virtual collocation arrangements may interconnect to designated BellSouth
3 tariffed services, local interconnection trunks and/or unbundled network elements.
4 BellSouth will provide virtual collocation in a manner that permits CLECs to combine
5 UNEs. With virtual collocation, BellSouth provides an interconnection point or points,
6 physically accessible by both BellSouth and the requesting CLEC, at which the fiber
7 optic cables carrying the CLEC’s circuits enter BellSouth’s premises. 47 C.F.R. §
8 51.323(d)(1). BellSouth will perform all maintenance and repair on virtual collocation
9 equipment once the collocator requests such work. BellSouth will install, maintain and
10 repair collocated equipment in the same manner as BellSouth provides for its own
11 equipment. The terms and conditions pursuant to which BellSouth provides virtual
12 collocation are set forth in detail in the Affidavit of Wayne Gray, Attachment A.
13

14 Q. IS BELL SOUTH PROVIDING VIRTUAL COLLOCATION IN TENNESSEE?

15
16 A. Yes. In Tennessee, as of May 31, 2001, there was one (1) virtual collocation
17 arrangement in progress, however there were 18 virtual collocation arrangements in
18 service located in 17 different BellSouth central offices. Those central offices are located
19 in six (6) cities in Tennessee. Across BellSouth’s nine-state region, over 40 different
20 CLECs requested and BellSouth provided 366 virtual collocation arrangements with
21 construction of an additional 21 arrangements underway as of May 31, 2001. Exhibit
22 WKM-1 is a summary of physical and virtual collocation arrangements currently in place
23 or in progress in Tennessee and in BellSouth’s nine-state region.
24

25 Q. DOES BELL SOUTH HAVE INTERVALS FOR VIRTUAL COLLOCATION?

1 A. Yes. Neither the FCC nor the Authority has established provisioning intervals for virtual
2 collocation. Notwithstanding that fact, BellSouth will provide virtual collocation in 50
3 calendar days from receipt of a Bona Fide Firm Order (“BFFO”) under ordinary
4 circumstances and 75 calendar days from receipt of a BFFO under extraordinary
5 circumstances.

6
7 OTHER INTERCONNECTION METHODS
8

9 Q. DOES BELL SOUTH OFFER MEANS OTHER THAN COLLOCATION FOR
10 INTERCONNECTION?
11

12 A. Yes. BellSouth also offers assembly point arrangements. Assembly point arrangements
13 allow a CLEC to combine UNEs without physical or virtual collocation. *See* SGAT, §
14 II.D.1. The assembly point is a cross connection device to which BellSouth will deliver
15 UNEs requested by CLECs using the arrangement. In this arrangement, BellSouth will
16 supply all of the equipment required by the CLEC to access UNEs.

17
18 BellSouth makes physical collocation available in compliance with its SGAT and
19 applicable interconnection agreements. Moreover, BellSouth is providing
20 interconnection at the local tandem. A CLEC may select either basic or enhanced local
21 tandem interconnection. Basic local tandem interconnection allows CLECs to terminate
22 traffic to BellSouth’s end office switches and wireless service provider switches within
23 the area served by the tandem. Enhanced local tandem interconnection adds the ability to
24 terminate traffic to other CLEC and independent company switches in the area served by
25 the tandem. *See* NewSouth Agmnt., Att. 3, §§ 1.5; 1.10; SGAT, § I.A.5. As of May 31,

2001, BellSouth has provided 2,232 local tandem interconnection trunks to five (5) CLECs in Tennessee.

CHECKLIST ITEM 2: NONDISCRIMINATORY ACCESS TO NETWORK ELEMENTS

Q. GENERALLY DESCRIBE BELLSOUTH’S COMPLIANCE WITH CHECKLIST ITEM 2.

A. BellSouth meets the requirements of Checklist Item 2 if it offers access and interconnection that includes “[n]ondiscriminatory access to network elements in accordance with the requirements of Section 251(c)(3) and 252(d)(1).” 47 U.S.C. § 271(c). Section 251(c)(3) requires BellSouth to provide CLECs with nondiscriminatory access to UNEs at any technically feasible point on rates, terms and conditions that are just, reasonable, and nondiscriminatory. This section also requires BellSouth to provide UNEs in a manner that allows CLECs to combine such elements in order to provide a telecommunications service. As detailed below, BellSouth’s interconnection agreements and its Tennessee SGAT satisfy these obligations. BellSouth’s provision of access to Operations Support Systems (“OSS”) functions is described in the testimony of Ron Pate, filed concurrently herewith.

As required by 47 C.F.R. § 51.307, BellSouth provides to a requesting CLEC (for the provision of telecommunications service) nondiscriminatory access to network elements on an unbundled basis at any technically feasible point which is at least equal in quality to the access BellSouth provides to itself. *See* NewSouth Agmnt., GTC-A, § 4.0. These network features provide the CLEC access to all features, functions and capabilities of

1 the network elements in a manner that allows the CLEC to provide any
2 telecommunications service that the network element is capable of providing. *See*
3 Interconnection Agreement Between BellSouth and Intermedia (“Intermedia Agmnt.”),
4 §VIII.E. Att. 2, § 1.1. Each network element BellSouth provides to CLECs is at a level
5 of quality and performance that is at least equal to that which BellSouth provides to itself.

6
7 BellSouth shall provide ordering and provisioning of UNEs to CLECs that are equal in
8 quality to the ordering and provisioning services BellSouth provides to itself or any other
9 CLEC. *See* NewSouth Agmnt., Att. 6, § 1.1. As required by the FCC, and as set forth in
10 its interconnection agreements and its SGAT, BellSouth makes available
11 nondiscriminatory access to the following unbundled elements at Total Element Long
12 Run Incremental (“TELRIC”) rates approved by the Authority:

13
14 Local loop, including sub-loops and the high frequency portion of the loop
15 Loop concentration in BellSouth central offices
16 Loop + Port Combinations
17 Loop + Transport Combinations
18 Network Interface Device (“NID”)
19 Local switching capability
20 Tandem switching capability
21 Interoffice transmission facilities
22 Digital cross connection capability
23 Signaling networks and call-related databases
24 Operations support systems functions
25 Local channel

1 Channelization

2 Dark fiber

3 Loop conditioning

4
5 *See* Intermedia Agmnt., §VII; NewSouth Agmnt., Att. 2. BellSouth also provides access
6 to the facilities or functionality of network elements separately from access to other
7 network elements and for a separate charge. 47 C.F.R. § 51.307(d). BellSouth will
8 utilize its best efforts to obtain coextensive third party intellectual property rights for
9 CLECs using UNEs.

10
11 Requesting CLECs are entitled to exclusive use of an unbundled network element, and to
12 the use of its features, functions, or capabilities, for a set period of time. 47 C.F.R. §
13 51.309(c). BellSouth, however, retains ownership of the facility and remains obligated to
14 maintain, repair or replace the network element as necessary.

15
16 CLECs may provide telecommunications services wholly through BellSouth's UNEs,
17 without using any facilities of its own. The terms and conditions pursuant to which
18 BellSouth provides access to UNEs are offered equally to all requesting CLECs. 47
19 C.F.R. § 51.313(a). Moreover, as discussed more fully in the testimony of John Ruscilli,
20 filed concurrently herewith, the "Most Favored Nation" clause in BellSouth's
21 interconnection agreements and the provisions of 47 U.S.C. § 252(i) allow a CLEC to
22 adopt terms, conditions and prices of another CLEC's contract in accordance with the
23 FCC's rules. *See* NewSouth Agmnt., GTC-A, § 16.

24
25 With the exception of the Network Interface Device ("NID"), the minimum set of

1 network elements are required separately by the checklist and therefore will be discussed
2 in later sections of my testimony. The NID, however, will be discussed in this section, as
3 will UNE combinations.

4
5 Q. DESCRIBE THE NID OFFERING.

6
7 A. The NID is a cross-connect device used to connect BellSouth's loop facilities to a
8 customer's inside wiring. The NID contains connection points to which the service
9 provider and the end user customer each make their connections. *See* NewSouth Agmnt.,
10 Att. 2, § 4.0. When the CLEC provides its own facilities, the CLEC will provide its own
11 NID and thereby interface to the customer's inside wire through the customer chamber of
12 the BellSouth NID. 47 C.F.R. § 51.319(2). This method of access has been referred to as
13 the "NID-to-NID" method, in that the CLEC connects its NID to the BellSouth NID and
14 thereby gains connectivity between the CLEC's loop and the customer's inside wire. As
15 a second method, a CLEC may connect its loop directly to any available spare terminal in
16 the BellSouth NID and thereby gain access to the customer's inside wire. 47 C.F.R. §
17 51.319(2); *see also* NewSouth Agmnt., Att. 2, § 4.0. Any upgrades or rearrangements to
18 the NID required by the CLEC are performed by BellSouth based on time and materials
19 charges. In situations in which no spare terminals are available in the BellSouth NID, the
20 CLEC may remove BellSouth's loop from BellSouth's NID in order to terminate the
21 CLEC's loop to BellSouth's NID. As of May 31, 2001, no CLEC had requested an
22 unbundled NID in Tennessee or anywhere in BellSouth's nine-state region.

23
24 Where a CLEC obtains local loops as a UNE from BellSouth, BellSouth also provides the
25 NID. BellSouth connects the drop wire, where present, between the loop distribution

1 facilities and the NID at no additional charge to the CLEC. *See* NewSouth Agmnt., Att.
2 2, § 2.2.1.

3
4 At multiple dwelling units or multiple-unit business premises, BellSouth will provide,
5 where technically feasible, a Single Point of Interconnection (“SPOI”) that is suitable for
6 use by multiple carriers. *See* SGAT, §II.

7
8 Q. HAS BELL SOUTH PROVIDED ACCESS TERMINALS TO CLECS IN TENNESSEE
9 AND IN ITS NINE-STATE REGION FOR THE PURPOSE OF GAINING ACCESS
10 TO SUB-LOOP ELEMENTS?

11
12 A. No. BellSouth has not provisioned any such access terminals to CLECs in Tennessee
13 because none have been requested. BellSouth has, however, provisioned over 145 access
14 terminals across its nine-state region.

15
16 Q. MAY A CLEC TEST THE UNES IT IS OBTAINING FROM BELL SOUTH PRIOR TO
17 TURNING UP A CUSTOMER’S SERVICE?

18
19 A. Yes. Each CLEC may perform testing of its UNEs using whatever methods it deems
20 appropriate in light of its network configuration. BellSouth will provide UNEs to each
21 CLEC’s collocation arrangement at the specified level of quality. BellSouth has tested
22 and confirmed its ability to provide UNEs to requesting CLECs.

23
24 Q. DESCRIBE BELL SOUTH’S CROSS-CONNECT OFFERING.

1 A. Cross connections are the facilities by which BellSouth extends its network to the point
2 of access selected by a CLEC, as described above. The FCC's *Local Competition Order*
3 required incumbent LECs to provide such facilities and stated that the LEC could recover
4 the costs associated with providing cross connections. Cross connections are wires or
5 fibers or equipment that connect one piece of equipment to another on a semi-permanent
6 basis. For instance, some cross connections are made using a simple pair of copper wires
7 called a jumper. Different loop options require different types of cross connections. In
8 fact, several cross connections may be required for many of the options. BellSouth offers
9 the following types of loop cross connects:

- 10 • Cross connect to Digital Cross-connect System ("DCS")
- 11 • Cross connect to Multiplexer/Interoffice transport
- 12 • Cross connect to collocation arrangement
- 13 • Cross connect to switch port

14 In addition, BellSouth offers the choice of three types of cross connects with subloop
15 elements. The applicable cross connects are as follows:

- 16 • Two wire
- 17 • Four wire
- 18 • Dark fiber

19 Cross connections must also be used with Unbundled Dedicated Transport ("UDT"). The
20 dedicated transport cross connects are the equipment needed to connect the interoffice
21 dedicated transport transmission facilities to the point of access.

22 The following cross connects are available with UDT:

- 23 • Voice grade 2-Wire
- 24 • Voice grade 4-Wire
- 25 • Digital 56/64 Kilobits per second ("Kb/s")

- DS1
- DS3
- OC3
- OC12
- OC48 (Only between BellSouth offices)
- Dark fiber

Q. DESCRIBE BELLSOUTH'S DIGITAL CROSS CONNECT OFFERING.

A. A DCS is an electronic device that provides the capability of rearranging circuits on high-speed facilities without the need to de-multiplex the signals. Without DCS, signals cannot be exchanged between high-speed circuits without returning all of the circuits to analog electrical signals. BellSouth offers DCS in conjunction with the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers or with additional functionality as provided in a BellSouth/CLEC interconnection agreement. 47 C.F.R 51.319 (d)(2)(iv);

BellSouth provides CLECs three types of port DSC configurations as follows:

- DS0 channel port termination.
- DS1 channel port termination.
- DS3 channel port termination.

A CLEC may utilize BellSouth's Management Terminal Interface ("MTI") through the use of a computer terminal on the CLEC's premises to access a database maintained by BellSouth to reconfigure the CLEC's Dedicated Transport facilities. A CLEC may use

1 the MTI to directly access and control the CLEC's 45 Megabits per second ("Mbps")
2 facilities or 1.544 Mbps facilities or 64 Kbps facilities or unbundled dedicated transport,
3 subtending channels, and internodal facilities (i.e., the facilities that connect a DCS in
4 one central office with a DCS in another central office).

5
6 CLECs remotely access the database by using a computer terminal on the CLEC's
7 premises in conjunction with the CLEC's facilities or BellSouth Unbundled Loops or
8 Dedicated Transport elements (Entrance Facility and/or Interoffice Transport), or in
9 conjunction with a local telephone line with a seven-digit or ten-digit telephone number.

10 CLECs may use DCS to perform the following functions:

- 11 • Routing/Rerouting - The routing feature allows a CLEC to select the routes that will
12 be used to connect circuits between DCSs. The CLEC may control the route
13 selection process by various parameters according to the CLEC's needs. A CLEC
14 may also reroute circuits from a failed internodal facility to a working one.
- 15 • Renaming-A CLEC may rename its circuits and facilities.
- 16 • Scheduled Command Definition – A CLEC may specify circuit reconfiguration on
17 special days, e.g., payday, holidays.
- 18 • Transaction Log – A CLEC is provided a database log that contains every transaction.
19 These transactions include reconfiguration, scheduling, macro development, alarm
20 surveillance, and attempted transactions.
- 21 • Scheduled Command Summary Screen – A CLEC may view the status of its
22 reconfiguration reservations.
- 23 • Macro Command/Network Modeling – A CLEC may initiate, with one command,
24 multiple two-point cross connections. The CLEC can build separate network macros,
25 such as daytime macros, nighttime macros, and disaster recovery macros and invoke

1 their activation or switch from one to the other.

- 2 • Perform real-time configuration management and alarm surveillance.
- 3 • Electronically cross-connect and route traffic in order to:
 - 4 ○ Alleviate congestion
 - 5 ○ Isolate faults
 - 6 ○ Change routing logic
 - 7 ○ Monitor network performance
 - 8 ○ Pre-arrange and automatically switch to backup facilities for disaster
 - 9 recovery

10 BellSouth provides the cross connects necessary to extend Dedicated Transport facilities
11 to points of access designated by the CLEC. 47 C.F.R. § 51.319(d)(2)(iii). In addition
12 to the standard arrangements, the CLEC may request new or additional unbundled
13 transport elements via the BFR process.

14

15 **COMBINATIONS OF UNES**

16

17 Q. GENERALLY DESCRIBE BELL SOUTH'S COMBINATION OFFERINGS.

18

19 A. BellSouth provides access to UNES in a manner that allows requesting carriers to access
20 combinations of network elements as well as to combine UNES for themselves. *See*
21 Intermedia Combination Agreement, 7/12/00, §1.1. BellSouth provides CLECs access to
22 a variety of means by which CLECs may combine network elements, including caged,
23 cageless, and shared collocation, *see* NewSouth Agmnt., Att. 4, and an Assembly Point
24 arrangement. *See* SGAT, § II.D.1. BellSouth also offers other technically feasible
25 methods of combining UNES via the BFR process. *See* NewSouth Agmnt., GTC-A, §

1 6.0. Each of these options is described more fully in my testimony on Checklist Item 1,
2 and collocation is described more fully in the Affidavit of Wayne Gray, attached hereto
3 as Attachment A.
4

5 Q. DOES BELLSOUTH OFFER COMBINATIONS OF UNES TO CLECS?
6

7 A. Yes. Except upon request, BellSouth will not separate requested network elements where
8 such elements are, in fact, combined in BellSouth's network to the location the CLEC
9 wants to serve. *See* SGAT, § II.D (3).
10

11 The rates for these UNE combinations are addressed in the testimony of John Ruscilli.
12 Mr. Ruscilli also addresses the conditions pursuant to which BellSouth offers the
13 Enhanced Extended Link ("EEL"). The ordering mechanism for combinations is
14 discussed in the testimony of Ron Pate.
15

16 Q. MAY CLECS COMBINE UNES THEMSELVES?
17

18 A. Yes. BellSouth provides access to UNEs in a manner that allows requesting carriers to
19 combine those elements. CLECs may use either physical collocation (including caged,
20 shared cage, cageless, and adjacent, where space is not available), virtual collocation
21 arrangements, *see* assembly point arrangements, SGAT, § II.D.1, to combine UNEs. In
22 addition, CLECs may request other technically feasible methods of combining UNEs
23 through the BFR process. *See* NewSouth Agmnt., GTC-A, § 6.0.
24

25 The UNE combination is effectuated as follows: BellSouth will wire each UNE to the tie

1 cable and pair running between BellSouth's distributing frame and the CLEC's
2 collocation arrangement as designated by the CLEC on its UNE order. For example, both
3 the loop and the switch port are terminated on the Main Distribution Frame ("MDF")
4 within the BellSouth central office. Upon request of the CLEC, BellSouth will wire the
5 loop to the tie cable and pair facility designated by the CLEC on its unbundled loop
6 order. Likewise, BellSouth will wire the unbundled switch port to the tie cable and pair
7 designated by the CLEC on its unbundled switch port order. In the case of physical
8 collocation, BellSouth's wiring of the UNEs to the tie cable and pair interconnection
9 facilities designated by the CLEC correlates to the pre-designated positions on the
10 interconnection point (that is, BellSouth's distributing frame) serving the collocation
11 arrangement. The CLEC may complete the combination via connections within its
12 collocation arrangement either manually or electronically, at the election of the CLEC.
13 These connections within the CLEC's collocation arrangement may be pre-wired or
14 established on an as-needed basis at the election of the CLEC. To facilitate UNE
15 combinations using virtual collocation, the CLEC may employ any of several options that
16 include, but are not limited to: pre-wired terminations on the CLEC's transmission
17 equipment; use of the CLEC's electronic digital cross-connection facilities or other
18 means of performing cross-connections remotely; or connections on a per request basis.

19
20 An example of using pre-wired terminations might include the CLEC's arranging the pre-
21 wiring of connector block "position 100" to "position 200", "position 101" to "position
22 201" and so forth. Should the CLEC wish to combine two elements, such as the
23 combining of an unbundled loop with an unbundled switch port, the CLEC would specify
24 the BellSouth cable and pair assignment correlating to "position 100" on the unbundled
25 loop order and would specify the BellSouth cable and pair assignment correlating to

1 “position 200” on the unbundled switch port order. With “position 100” and “position
2 200” having been pre-connected, the UNEs would thus be combined once BellSouth
3 completes its connection of each of the UNEs ordered to the designated interconnection
4 facility cable and pair assignments.

5
6 Q. IT APPEARS THAT THE DISTRIBUTION FRAME IS AN ESSENTIAL
7 COMPONENT OF A CLEC’S ABILITY TO COMBINE UNES. CAN BELL SOUTH
8 ACCOMMODATE THE CLECS’ DEMAND FOR DISTRIBUTING FRAME
9 CONNECTOR BLOCKS?

10
11 A. Yes. BellSouth can fully accommodate demand for new distributing frame connector
12 blocks for CLECs. While space on distributing frames is a finite resource, this is not a
13 consequence of local competition. Because of increasing retail demand, BellSouth has
14 for many years been faced with the possible exhaustion of space on distributing frames
15 within its central offices. This increasing demand is evidenced by the fact that in 1992,
16 there were roughly 2.1 million access lines in Tennessee; through December 2000, there
17 were over 2.6 million access lines in Tennessee, a more than 23 per cent increase in eight
18 (8) years. BellSouth has always effectively met the challenges of increased demand -- a
19 fact no party contests. For example, in the years 1999-2000, BellSouth completed seven
20 (7) jobs that included 164 vertical additions to its conventional main distribution frames
21 and COSMIC main distribution frames in Tennessee. Also, BellSouth has never denied
22 any CLEC’s request for a UNE because of a lack of main distribution frame connector
23 blocks. BellSouth likewise will continue to make needed additions to its distributing
24 frames on a nondiscriminatory basis, as with other facilities such as switches and loop
25 facilities, to accommodate CLECs’ needs.

1 Q. HAS BELLSOUTH PROVIDED CLECS WITH UNE COMBINATIONS?

2
3 A. Yes. As of May 31, 2001, BellSouth had 27,823 loop and port combinations in place for
4 CLECs in Tennessee and 345,201 such combinations in place for CLECs across
5 BellSouth's nine-state region. In addition, BellSouth had 64 loop and transport
6 combinations in place for CLECs in Tennessee.

7
8 Q. DESCRIBE THE MEANS BY WHICH CLECS MAY COMBINE INDIVIDUAL UNES
9 OBTAINED FROM BELLSOUTH WITH THE CLEC'S OWN FACILITIES.

10
11 A. A CLEC may also use its physical collocation arrangement to combine UNES that the
12 CLEC acquires from BellSouth with the CLEC's own equipment or facilities. BellSouth
13 will extend UNES to a CLEC's physical collocation arrangement and will terminate those
14 UNES in such a way as to allow the CLEC to provide any cross connections or other
15 required wiring within the collocation arrangement in order to effect the combination. In
16 such an arrangement, the CLEC is responsible for making any necessary cross
17 connections within the physical collocation arrangement, for example, by making cross
18 connections at a frame or cross connection block within the physical collocation
19 arrangement. As noted above, the CLEC may choose to "pre-wire" these connections in
20 anticipation of BellSouth's providing the UNES, thereby eliminating the need to establish
21 these connections during the customer cutover process.

22
23 For example, BellSouth will deliver both unbundled loops and unbundled dedicated
24 transport facilities to the CLEC's collocation arrangement. The CLEC is then free to
25 cross-connect the loop and transport facilities in any manner it chooses. Similarly,

1 BellSouth will deliver unbundled loops and unbundled switch ports to any CLEC's
2 collocation arrangement and, again, the CLEC may cross-connect the unbundled loop and
3 unbundled switch port in any manner the CLEC desires.

4
5 In order to combine network elements in their collocation arrangements, CLECs will use
6 the same types of cross-connections that BellSouth regularly uses thousands of times
7 every day in its retail operations. When BellSouth connects a new customer to its
8 network, it uses cross-connections to combine facilities, just as CLECs may do. In its
9 retail operations, BellSouth regularly uses multiple cross-connections between loops and
10 switch ports, as well as on Intermediate Distribution Frames ("IDFs"), and provides high
11 quality transmission performance on the resulting service. CLECs' use of
12 cross-connections to combine network elements into an operational network is a routine
13 part of local telephone operations and precisely analogous to the manner in which
14 BellSouth establishes service to a customer premises not previously served by its own
15 network.

16
17 **CHECKLIST ITEM 3: ACCESS TO POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY**

18
19 Q. DESCRIBE BELL SOUTH'S COMPLIANCE WITH CHECKLIST ITEM 3.

20
21 A. Section 271(c)(2)(B)(iii) of the Act requires BellSouth to provide nondiscriminatory
22 access to poles, ducts and conduits and rights-of-way to CLECs when requested. The
23 FCC found that BellSouth had met all requirements for Checklist Item 3 in the *Second*
24 *Louisiana Order*. BellSouth's procedures and processes described in that application are
25 the same as those that are used in Tennessee. In Section III of the SGAT, and in various

1 negotiated and arbitrated agreements, see NewSouth Agmnt., Att. 8, BellSouth continues
2 to offer nondiscriminatory access to poles, ducts, conduits and rights-of-way in a timely
3 fashion as discussed in the Affidavit of Linda Kinsey, Attachment B.

4
5 Q. ARE CLECS USING BELL SOUTH'S POLES, DUCTS, CONDUITS, AND RIGHTS-
6 OF-WAY?

7
8 A. Yes. As of July 16, 2001, CLECs in Tennessee had executed with BellSouth 47 license
9 agreements and 106 license agreements region-wide, (both state-specific agreements and
10 multi-state agreements) that allow them to attach their facilities to BellSouth's poles and
11 to place their facilities in BellSouth's ducts and conduits. Since July 1997, BellSouth has
12 received 579 requests in Tennessee for access to poles, ducts, conduits, and rights-of-way
13 from 15 CLECs with no requests being denied. Similarly, CLECs have leased
14 approximately 441,860 feet of conduit space in BellSouth's nine-state region as a result
15 of CLEC requests, of which 44,350 are in Tennessee.

16
17 **CHECKLIST ITEM 4: LOCAL LOOP**

18
19 Q. DESCRIBE BELL SOUTH'S COMPLIANCE WITH CHECKLIST ITEM 4.

20
21 A. Checklist Item 4 requires that BellSouth provide local loop transmission from the central
22 office to the customer's premises, unbundled from local switching or other services. 47
23 U.S.C. § 271(c)(2)(B)(iv). BellSouth provides nondiscriminatory access to local loop
24 transmission on an unbundled basis and has procedures in place for the ordering,
25 provisioning, and maintenance of unbundled loops.

1 Q. DESCRIBE THE UNBUNDLED LOOPS BELLSOUTH MAKES AVAILABLE TO
2 CLECS.

3
4 A. The local loop network element is defined as a dedicated transmission facility between a
5 distributing frame (or its equivalent) in a BellSouth central office and the loop
6 demarcation point at an end user customer's premises. The local loop network element
7 includes all features, functions and capabilities of the transmission facility, including dark
8 fiber and attached electronics (except those electronics used for the provision of advanced
9 services, such as Digital Subscriber Line Access Multiplexers or "DSLAMs"), and loop
10 conditioning. 47 C.F.R. § 51.319(a). BellSouth allows CLECs to access unbundled
11 loops at any technically feasible point. BellSouth provides CLECs access to unbundled
12 local loops in a manner that allows an efficient competitor a meaningful opportunity to
13 compete.

14
15 BellSouth makes the following loop types available to CLECs and has provided the
16 following quantities in Tennessee as of May 31, 2001:

- 17 • SL1 voice grade loops (595)
- 18 • SL2 voice grade loops (43,973)
- 19 • 2-wire ISDN digital grade loops (2,122)
- 20 • 2-wire ADSL loops (1,294)
- 21 • 2-wire HDSL loops (62)
- 22 • 4-wire HDSL loops (5)
- 23 • 4-wire DS-1 digital grade loops (2,247)
- 24 • 56 or 64 Kbps digital grade loops (0)
- 25 • UCL (Long and Short) loops (1,441)

- DS3 Loops (0)
- UCL-ND (0)

CLECs may request additional loop types through the BFR process. BellSouth provides access to loops at any technically feasible point with access to all features, functions, and capabilities unbundled from other UNEs; without any restrictions that impair use by CLECs; for a CLEC's exclusive use; and in a manner that enables CLECs to combine loops with other UNEs. *See* NewSouth Agmnt., Att. 2. Moreover, BellSouth offers local loop transmission of the same quality and same equipment and technical specifications used by BellSouth to service its own customers.

Q. ARE CLECS PURCHASING UNBUNDLED LOOPS FROM BELL SOUTH?

A. Yes. As of May 31, 2001, BellSouth had provisioned 51,739 unbundled loops to CLECs in Tennessee. In BellSouth's nine-state region, BellSouth had provisioned 370,696 unbundled loops as of that same date.

Q. DOES BELL SOUTH OFFER UNBUNDLED LOOPS SERVED BY INTEGRATED DIGITAL LOOP CARRIER ("IDLC") TECHNOLOGY?

A. Yes. IDLC is a special version of DLC that does not require the host terminal in the central office (sometimes referred to as the Central Office Terminal or "COT"), but instead terminates the digital transmission facilities directly into the central office switch. In the Texas decision, the FCC found that "the BOC must provide competitors with access to unbundled loops regardless of whether the BOC uses integrated digital loop

1 carrier (IDLC) technology or similar remote concentration devices for the particular
2 loops sought by the competitor.” *SWBT*, ¶ 248. BellSouth provides access to such IDLC
3 loops via the following methods:

4 Alternative 1: If sufficient physical copper pairs are available, BellSouth will
5 reassign the loop from the IDLC system to a physical copper pair.

6
7 Alternative 2: Where the loops are served by Next Generation Digital Loop
8 Carrier (“NGDLC”) systems, BellSouth will “groom” the integrated loops to a
9 virtual Remote Terminal (RT) set-up for universal service (that is, a terminal
10 which can accommodate both switched and private line circuits). “Grooming” is
11 the process of arranging certain loops (in the input stage of the NGDLC) in such a
12 way that discrete groups of multiplexed loops may be assigned to transmission
13 facilities (in the output stage of the NGDLC). Both of the NGDLC systems
14 currently approved for use in BellSouth’s network have “grooming” capabilities.

15
16 Alternative 3: BellSouth will remove the loop distribution pair from the IDLC and
17 re-terminate the pair to either a spare metallic loop feeder pair (copper pair) or to
18 spare universal digital loop carrier equipment in the loop feeder route or Carrier
19 Serving Area (“CSA”). For two-wire ISDN loops, the universal digital loop
20 carrier facilities may be made available through the use of Conklin BRITEmux or
21 Fitel-PMX 8uMux equipment.

22
23 Alternative 4: BellSouth will remove the loop distribution pair from the IDLC and
24 re-terminate the pair to utilize spare capacity of existing Integrated Network
25 Access (“INA”) systems or other existing IDLC that terminates on DCS

1 equipment. BellSouth will thereby route the requested unbundled loop channel to
2 a channel bank where it can be de-multiplexed for delivery to the requesting
3 CLEC or for termination in a DLC channel bank in the central office for
4 concentration and subsequent delivery to the requesting CLEC.

5
6 Alternative 5: When IDLC terminates at a peripheral capable of serving “side-
7 door/hairpin” capabilities, BellSouth will utilize this switch functionality. The
8 loop will remain terminated directly into the switch while the “side-door/hairpin”
9 capabilities allow the loop to be provided individually to the requesting CLEC. If
10 a given IDLC system is not served by a switch peripheral that is capable of side-
11 door/hairpin functionality, BellSouth will move the IDLC system to switch
12 peripheral equipment that is side-door capable.

13
14 Alternative 6: BellSouth will install and activate new Universal DLC (“UDLC”)
15 facilities or NGDLC facilities and then move the requested loop from the IDLC to
16 these new facilities. In the case of UDLC, if growth will trigger activation of
17 additional capacity within two years, BellSouth will activate new UDLC capacity
18 to the distribution area. In the case of NGDLC, if channel banks are available for
19 growth in the CSA, BellSouth will activate NGDLC unless the DLC enclosure is
20 a cabinet already wired for older vintage DLC systems.

21
22 Alternative 7: When it is expected that growth will not create the need for
23 additional capacity within the next two years, BellSouth will convert some
24 existing IDLC capacity to UDLC.

1 These alternative arrangements will be used where available to permit the CLEC to order
2 a loop and to provide the CLEC with the capability to serve end users at the same level
3 BellSouth provides its retail customers, to the extent technically feasible. *See e.g.*
4 Intermedia Agmnt., Att. 2, § 3.0; SGAT, Attach. C, § 2.9.1.

5
6 Because certain circuits cannot be supported via an IDLC system in those instances
7 where NGDLC is installed, BellSouth normally reserves some NGDLC capacity to
8 support those special service circuits (both its own and those of CLECs) through a
9 universal DLC arrangement based on site-specific forecasts. BellSouth does not reserve
10 loops served by NGDLC for its own purposes, and does not restrict CLEC access to
11 BellSouth loops. *See* NewSouth Agmnt., Att. 2, § 2.2.1.

12
13 Q. DESCRIBE BELLSOUTH'S UNIVERSAL DIGITAL CARRIER LOOP OFFERING.

14
15 A. BellSouth provides CLECs the Universal Digital Carrier ("UDC") capable loop. This
16 loop gives CLECs the ability to arrange the individual channels of an ISDN line such that
17 it appears to the end user to be a single channel of 144 Kbps. Some CLECs have referred
18 to such an arrangement as ISDN Digital Subscriber Line ("IDSL") service.

19
20 Q. DOES BELLSOUTH OFFER LOOP CONDITIONING?

21
22 A. Yes. BellSouth offers loop conditioning in accordance with applicable FCC rules and
23 orders. Loop conditioning is defined as the removal from the loop of any devices that
24 may diminish the capacity of the loop to deliver high-speed switched wireline
25 telecommunications capability, including xDSL service. BellSouth provides loop

1 conditioning for unbundled loops, whether or not BellSouth offers advanced services to
2 the end-user on that loop. *See* SGAT, § IV.F. BellSouth's loop conditioning offer is
3 described fully in the testimony of Wiley (Jerry) G. Latham.

4
5 Q. ARE CLECS PURCHASING LOOP CONDITIONING?

6
7 A. Yes. As of June 1, 2001, no CLECs in Tennessee have made requests for loop
8 conditioning. Across BellSouth's region, however, as of that same date there were a total
9 of 73 requests.

10
11 Q. DOES BELL SOUTH OFFER SUB-LOOP ELEMENTS IN COMPLIANCE WITH
12 CHECKLIST ITEM 4?

13
14 A. Yes. In addition to the unbundled loops themselves, BellSouth offers CLECs
15 nondiscriminatory access to sub-loop elements. See NewSouth Agmnt., Att. 2, § 6.0. A
16 sub-loop unbundled network element is an existing portion of the loop that can be
17 accessed at accessible points on the loop. An accessible point on the loop is where
18 technicians can access the copper wire or fiber within the cable without removing a splice
19 case to reach the wire or fiber within. This includes any technically feasible point near
20 the customer premises (such as the pole or pedestal, the NID, or minimum point of entry
21 ("MPOE") to the customer's premises), the feeder distribution interface ("FDI"), the
22 Main Distributing Frame, remote terminals and various other terminals. BellSouth offers
23 loop concentration/multiplexing as a sub-loop element. BellSouth also provides
24 unbundled access to the sub-loop elements loop feeder, loop distribution, intrabuilding
25 network cable, and network terminating wire. Details about how these sub-loop elements

1 are provided may be found at BellSouth's Interconnection website:

2 <http://www.interconnection.bellsouth.com/products/unec.html>

3
4 Q. ARE CLECS PURCHASING SUB-LOOP ELEMENTS?

5
6 A. Yes. While CLECs in Tennessee have not purchased any unbundled sub-loop elements
7 referred to as loop distribution, BellSouth has provided over 500 unbundled sub-loop
8 loop distribution elements across its nine-state region.

9
10 Q. DOES BELL SOUTH PROVIDE ACCESS TO DARK FIBER?

11
12 A. Yes. BellSouth also provides access to unused transmission media, which in some cases
13 is referred to as "dark fiber". BellSouth provides dark fiber in the subscriber loop
14 segment of the network and in the dedicated interoffice transport segment of the network
15 as a UNE when the CLEC has collocation space in a central office housing a BellSouth
16 tandem or end office switch. BellSouth uses standardized forms to allow a CLEC to
17 determine dark fiber availability via a service inquiry and to order dark fiber via a local
18 service request. BellSouth will use its best efforts to confirm the availability of dark fiber
19 within ten (10) business days of receipt of a service inquiry. BellSouth will use its best
20 efforts to provide dark fiber to the CLEC within thirty (30) business days from the receipt
21 of a complete, accurate and error-free local service request. BellSouth will either grant
22 the request, and issue an appropriate lease, or deny the request. BellSouth shall make
23 available dark fiber where it exists in BellSouth's network and where, as a result of future
24 building or deployment, it becomes available. BellSouth may reserve a reasonable
25 amount of dark fiber for future planned use. *See* SGAT, Attach. C, § 13.2. BellSouth

1 has, where appropriate, executed non-disclosure agreements and agreed to share
2 documents with CLECs in order to demonstrate BellSouth's specific documented plans.
3 To exercise its right of revocation, BellSouth must demonstrate that the subject dark fiber
4 is needed to meet BellSouth's bandwidth requirements or the bandwidth requirements of
5 another local service provider. BellSouth's dark fiber interoffice service terminates on a
6 standard Light Guide Cross-connect ("LGX") termination at both ends. The dark fiber
7 subscriber loop service terminates on a standard LGX in the subscriber's Serving Wire
8 Center. A collocation cross-connect is used to provide connectivity between the dark
9 fiber and the CLEC's collocation space.

10
11 Q. ARE CLECS PURCHASING DARK FIBER?

12
13 A. Yes. BellSouth has no dark fiber arrangements in place in Tennessee because none have
14 been requested. BellSouth has provided 21 dark fiber arrangements in place in two (2)
15 other states within BellSouth's nine-state region.

16
17 Q. DOES BELL SOUTH OFFER CLECS LINE SHARING?

18
19 A. Yes. BellSouth provides CLECs with access to the high frequency portion of the local
20 loop as a UNE in compliance with the FCC's *Line Sharing Order*. The high frequency of
21 the loop is defined as the frequency range above the voice band on a copper loop facility
22 carrying analog circuit-switched voice band transmissions where the incumbent LEC is
23 the voice provider. See SGAT, §IV. BellSouth will provide requesting carriers access to
24 the high-frequency portion of the loop at the remote terminal location as well as at the
25 central office. Line Sharing is discussed in the testimony of Tommy G. Williams.

1 Q. ARE CLECS PURCHASING LINE SHARING?

2

3 A. Yes. As of June 30, 2001, BellSouth had provisioned 3,157 line sharing arrangements
4 across BellSouth's nine-state region and 41 line sharing arrangements in Tennessee.

5

6 Q. DOES BELL SOUTH PROVIDE ACCESS TO LOOP MAKEUP INFORMATION?

7

8 A. Yes. BellSouth provides CLECs access to information regarding a given loop's
9 characteristics, including loop length, wire gauge, loop medium (copper or fiber), and
10 information regarding any bridged tap, load coil, or repeaters present on the loop.
11 Manual access to LMU information is described in the testimony of Wiley (Jerry) G.
12 Latham. *See also*, SGAT, §IV. BellSouth's electronic pre-ordering and ordering
13 interfaces have been enhanced to provide electronic access to loop makeup information
14 and electronic ordering of ADSL-capable loops, HDSL-capable loops, and UCLs.
15 Electronic access to LMU information is described in the testimony of Ron Pate.

16

17 Q. ARE CLECS ACCESSING LOOP MAKEUP INFORMATION?

18

19 A. Yes. From January 2001 through May 2001, CLECs made over 18,000 mechanized
20 LMU inquiries region-wide. In Tennessee, CLECs made over 1,000 mechanized LMU
21 inquiries. From November 2000 through May 2001, CLECs made 1,193 manual LMU
22 inquiries region-wide, including 44 in Tennessee.

23

24 Q. DOES BELL SOUTH PROVIDE XDSL LOOPS TO CLECS?

25

1 A. Yes. As discussed earlier, BellSouth provides CLECs with various types of xDSL loops
2 including the 2-wire Asymmetrical Digital Subscriber Line (“ADSL”), the 2-wire and 4-
3 wire High-bit-rate Digital Subscriber Line (“HDSL”), 2-wire ISDN and Unbundled
4 Copper Loops. *See* NewSouth Agmnt., Att. 2, § 2.0. Finally, BellSouth offers
5 nondiscriminatory access to loop makeup information so that CLECs can determine
6 whether or not existing loop facilities can support the desired xDSL service. BellSouth’s
7 xDSL loops, line conditioning and loop qualification offerings are discussed in detail in
8 the testimony of Wiley (Jerry) G. Latham.

9
10 Q. ARE CLECS ORDERING XDSL LOOPS?

11
12 A. Yes. As of May 31, 2001, in Tennessee, BellSouth had provisioned 1,294 two-wire
13 ADSL loops and 62 two-wire HDSL loops to ten (10) different CLECs in Tennessee. As
14 of the same date, BellSouth had provisioned within its region 15,698 two-wire ADSL
15 loops, 436 two-wire HDSL loops, and 21 four-wire HDSL loops to over 30 different
16 CLECs.

17
18 Q. DOES BELL SOUTH FACILITATE LINE SPLITTING?

19
20 A. Yes. BellSouth announced the availability of line splitting on BellSouth’s Internet
21 website (<http://www.interconnection.bellsouth.com/products/index.html>) via Carrier
22 Notification SN91082407, issued May 23, 2001, effective June 19, 2001. BellSouth will
23 work cooperatively with CLECs to develop rates, methods and procedures to
24 operationalize a process whereby two CLECs, one being a provider of voice services and
25 the other being a provider of data services may provide service over the same loop. *See*

1 SGAT, § II.B.9. Line Splitting is discussed in detail in the testimony of Tommy
2 Williams.

3
4 Q. ARE CLECS ORDERING LINE SPLITTING?

5
6 A. No, not at this time. As stated above, however, BellSouth will facilitate line splitting for
7 any CLEC that requests it.

8
9 HOT CUTS

10
11 Q. GENERALLY DESCRIBE THE PROCESS KNOWN AS A “HOT CUT.”

12
13 A. Hot cuts involve the conversion of an existing BellSouth customer to the network of a
14 competitor by transferring the customer’s in-service loop over to the CLEC’s network.
15 BellSouth has established hot cut procedures that ensure accurate, reliable, and timely
16 cutovers.

17
18 Q. DESCRIBE THE LOOP CUTOVER PROCEDURES ESTABLISHED BY
19 BELL SOUTH TO ENSURE ACCURATE AND TIMELY CUTOVERS.

20
21 A. BellSouth has implemented three hot cut processes, two involving coordination at the
22 time of the hot cut between BellSouth and the requesting CLEC and one process that
23 does not involve such coordination. The two processes for coordinated loop cutovers are
24 a time-specific cutover, and a non-time-specific cutover. With a time-specific cutover, a
25 CLEC can set a specific date and time for a loop conversion by ordering and paying for

1 time specific order coordination. Under this option, BellSouth commits to use best
2 efforts to complete the conversion as specified by the CLEC at the ordered date and time.
3 *See* NewSouth Agmnt., Att. 2, § 2.2.2. If unforeseen circumstances occur during the
4 provisioning process which may cause the date or time of the conversion to be in
5 jeopardy, BellSouth notifies CLEC as soon as the jeopardy is identified to allow the
6 CLEC to respond to its customer as appropriate.

7
8 Under the second option, the CLEC may request non-time specific coordination from
9 BellSouth. Under this option, BellSouth and a CLEC mutually establish a date for the
10 conversion but do not pick a specific conversion time at the time BellSouth receives the
11 CLEC's local service request. Then, 24 to 48 hours in advance of the date of the
12 conversion, BellSouth and the CLEC mutually set a time for the conversion. Like time-
13 specific coordination, if unforeseen circumstances occur that may jeopardize BellSouth's
14 ability to perform the conversion, BellSouth notifies the CLEC as soon as the jeopardy is
15 identified.

16
17 As a third option, the CLEC may prefer no coordination of any kind between BellSouth
18 and the CLEC at the time of the hot cut. The CLEC merely specifies the date upon which
19 it wishes BellSouth to perform its cutover activities and BellSouth notifies the CLEC
20 once the hot cut is complete.

21
22 Q. DESCRIBE IN MORE DETAIL THE PROCESS FOR COORDINATED CUTOVERS.

23
24 A. Coordinated loop cutovers involve a number of steps. Exhibit WKM-2 shows, pictorially
25 and with a brief narrative, the various work steps involved in a typical coordinated loop

1 cutover. These photographs were taken in BellSouth's Norcross, Georgia, central office;
2 however, the work steps are identical in all nine states in BellSouth's region. Briefly, the
3 work steps involved are as follows:

- 4 • The BellSouth central office technician receives a call from the Customer
5 Wholesale Interconnection Network Services ("CWINS") Center to begin cutover
6 and asks for the cable pair number of the loop to be cutover. This is shown on
7 page 1 of Exhibit WKM-2.
- 8 • The technician types the cable pair number into a database to find the loop
9 cutover work order number. This is shown on page 2 of Exhibit WKM-2.
- 10 • The technician retrieves a copy of the work order for the unbundled loop. This is
11 shown on page 3 of Exhibit WKM-2.
- 12 • The technician in the BellSouth central office responds to the BellSouth UNE
13 Center's request to initiate coordination of the overall cutover of service from
14 BellSouth to the CLEC. This is shown on page 4 of Exhibit WKM-2.
- 15 • The technician then verifies that the correct loop has been identified for cutover.
16 This is done using a capability referred to as Automatic Number Announcement
17 Circuit ("ANAC"). The technician plugs a test set onto the loop and dials a
18 special code. The telephone number associated with that loop is played audibly.
19 This is shown on page 5 of Exhibit WKM-2.
- 20 • Next, the technician locates the existing jumper on the BellSouth Main
21 Distributing Frame ("MDF") running between the loop and the BellSouth switch
22 port. This is shown on pages 6-7 of Exhibit WKM-2.
- 23 • The technician locates and removes the end of the jumper connected to the
24 BellSouth cable pair. This is shown on page 8 of Exhibit WKM-2.
- 25 • The technician then locates and removes the end of the jumper connected to the

1 BellSouth switching equipment. This is shown on page 9 of Exhibit WKM-2.

- 2 • The technician then connects the one end of a new jumper between the loop and a
3 connector block on a cable rack with tie cables to the CLEC's collocation
4 arrangement. This is shown on page 10 of Exhibit WKM-2.
- 5 • The technician then weaves the new jumper wire through the cable rack to reach
6 the tie cables to the CLEC's collocation arrangement. This is shown on page 11
7 of Exhibit WKM-2.
- 8 • The technician connects the second end of the new jumper to the connector block
9 and thus the tie cable to the CLEC's collocation equipment. This is shown on
10 page 12 of Exhibit WKM-2.
- 11 • The technician next verifies that the loop is connected to the expected switch port
12 and telephone number in the CLEC's switch, again using ANAC capabilities.
13 This is shown on page 13 of Exhibit WKM-2.
- 14 • Upon successful completion of the loop cutover, the technician verifies with the
15 CLEC that the order was correctly worked, closes the work order, and notifies the
16 UNE Center. This is shown on page 14 of Exhibit WKM-2.
- 17 • Once the cutover is complete, the CLEC sends appropriate messages to effect
18 number porting.

19
20 Q. DOES BELLSOUTH DO ANY TESTING IN ADVANCE OF THE CUTOVER DATE?

21
22 A. Yes, BellSouth does advance testing for all designed circuits that come with test points.
23 For such circuits, BellSouth will check the circuit 24 to 48 hours prior to the due date.
24 For non-designed circuits, BellSouth performs continuity tests within the central office
25 from the collocation space to the BellSouth switch. For both designed and non-designed

1 circuits, BellSouth tests on the cutover due date for CLEC dialtone.

2
3 On the due date, BellSouth tests for CLEC dialtone for all circuits, whether designed or
4 nondesigned. BellSouth also monitors the line for use. If during the test, BellSouth does
5 not receive CLEC dialtone, the cutover will not take place unless the CLEC corrects the
6 problem within 15 minutes or pays for standby time. Otherwise, the CLEC must elect to
7 reschedule the conversion.

8
9 Q. DOES BELLSOUTH PERFORM LOOP CUTOVERS SIMULTANEOUSLY WITH
10 NUMBER PORTING?

11
12 A. No. BellSouth does not perform loop cutovers simultaneously with number porting for
13 the very important reason that to do so leaves the end user customer at risk of the number
14 porting being completed early and calls bound for the end user customer being
15 misdirected to the CLEC's switch. The loop cutover process is much more complicated
16 in terms of the work steps involved (on the part of both BellSouth and the CLEC) than
17 the number porting process. BellSouth performs all "up front" work in anticipation of the
18 loop cutover being successfully completed. BellSouth's provisioning process is discussed
19 in the testimony of Ken Ainsworth. BellSouth's Local Number Portability LNP process
20 is discussed further in the Affidavit of Dennis L. Davis, Attachment E.

21
22 The cutover process can be even more unobtrusive to the end user customer if one of
23 several processes is followed. The CLEC might, for example, schedule the cutover late
24 at night or on a weekend or any other time when the end user customer will not be using
25 the service. Other procedures such as pre-wiring cross connections in anticipation of

1 BellSouth's providing the unbundled network elements likewise minimize or eliminate
2 any inconvenience to the end user customer.

3
4 Q. DOES BELL SOUTH DOCUMENT ITS CUTOVER PROCESS SUCH THAT THE
5 CLECS CAN REVIEW IT?

6
7 A. Yes. BellSouth has developed a detailed flow chart depicting the entire process. This
8 process flow is attached to this testimony as Exhibit WKM-3.

9
10 Q. DOES BELL SOUTH HAVE METHODS AND PROCEDURES THAT DOCUMENT
11 THIS PROCESS FLOW?

12
13 A. Yes. BellSouth has developed methods and procedures ("M&Ps") for its process flow.
14 BellSouth's M&Ps are attached to this testimony as Exhibit WKM-4 and address the
15 following:

- 16 • BellSouth's processes when a CLEC orders a coordinated conversion and whether
17 the CLEC wants to set the conversion time for an offered day or whether the
18 CLEC elects to have the time mutually agreed to prior to conversion.
- 19 • BellSouth's requirements to contact the CLEC at any point in the provisioning
20 process where a jeopardy condition might result in a conversion delay.
- 21 • BellSouth's commitment to contact the CLEC 24 to 48 hours in advance of the
22 cut depending on the interval for the service ordered, to negotiate a non-time
23 specific conversion and/or to verify the CLEC's readiness to convert the
24 customer's service as ordered.
- 25 • BellSouth's pre-testing responsibilities prior to conversion as well as on the

1 conversion date to ensure the conversion is completed successfully.

- 2 • BellSouth's willingness to notify and cooperatively work with CLECs to correct
- 3 any wiring defects which BellSouth identifies while performing pre-testing
- 4 activities whether the fault appears to be in BellSouth's or a CLEC's equipment.
- 5 • A CLEC's ability to accept or reject the completion of a conversion prior to
- 6 BellSouth completing the service request and BellSouth's obligation to timely
- 7 notification to the CLEC for the porting of telephone numbers.

8

9 In addition, BellSouth has developed training materials with which to instruct its

10 technicians about the loop cutover process. These are Work Instruction UTDIC001,

11 Issue 2f and Work Instruction UTNIC001, Issue 2g. and are attached to this testimony as

12 Exhibit WKM-5.

13

14 Q. IS BELL SOUTH'S CIRCUIT FACILITY ASSIGNMENT DATABASE AVAILABLE

15 TO CLECS IN CONNECTION WITH LOOP CUTOVERS?

16

17 A. Yes. BellSouth makes available its Circuit Facility Assignment database ("CFA") to

18 CLECs via the Internet. BellSouth provides CLECs with the circuit facility assignments

19 (that is, cable and pair assignments for the cable between the CLEC's collocation

20 arrangement and BellSouth's equipment such as distributing frames or cross-connect

21 bays) assigned to the CLEC at the time the CLEC's collocation arrangement is made

22 available. Each CLEC is required to maintain its own circuit facility assignment records

23 and assign each pair that the CLEC wants BellSouth to use in order to connect BellSouth

24 facilities to the CLEC's facilities.

25

1 **CHECKLIST ITEM 5: LOCAL TRANSPORT**

2
3 Q. DESCRIBE BELL SOUTH'S COMPLIANCE WITH CHECKLIST ITEM 5.

4
5 A. Checklist Item 5 requires BellSouth to offer access to the local transport network element
6 on the trunk side of a wireline local exchange carrier switch unbundled from switching or
7 other services. 47 U.S.C. § 271(c)(2)(B)(v). Local transport consists of BellSouth
8 interoffice transmission facilities dedicated to a particular customer or carrier, or shared
9 by more than one customer or carrier, that provide telecommunications between wire
10 centers owned by BellSouth or a CLEC or third parties acting on behalf of a CLEC, or
11 between switches owned by BellSouth or a CLEC or third parties acting on behalf of a
12 CLEC. BellSouth provides both types of local transport, namely dedicated and common
13 (also called "shared.") See NewSouth Agmt., Att. 2, § 8.0. BellSouth complies with the
14 obligations of this checklist item, both through its interconnection agreements and
15 through its SGAT.

16
17 Dedicated transport consists of BellSouth transmission facilities dedicated to a particular
18 customer or carrier that provide telecommunications between wire centers owned by
19 BellSouth or CLECs, or between switches owned by BellSouth or CLECs.

20
21 Common transport is interoffice transmission facilities, shared between BellSouth and
22 one or more CLECs, that connect end office switches, end office switches and tandem
23 switches, or tandem switches, in BellSouth's network. This definition of common
24 transport assumes the interconnection point between the two carriers' networks is at
25 BellSouth's switch.

1 With respect to dedicated transport, BellSouth does the following: (1) provides
2 unbundled access to dedicated transmission facilities between BellSouth's central offices
3 or between such central offices and serving wire centers ("SWCs"); between SWCs and
4 interexchange carriers points of presence ("POPs"); between tandem switches and SWCs,
5 end offices, or tandems of BellSouth and the wire centers of BellSouth and requesting
6 carriers; (2) provides all technically feasible transmission capabilities such as DS1, DS3,
7 and Optical Carrier ("OCn") levels that the competing carrier could use to provide
8 telecommunications, including the necessary electronics; (3) does not limit the facilities
9 to which dedicated interoffice transport facilities are connected, provided such
10 interconnections are technically feasible, or restrict the use of unbundled transport
11 facilities; and (d) to the extent technically feasible, provides requesting carriers with
12 access to digital cross-connect functionality in the same manner that the BellSouth offers
13 such capabilities to IXC's that purchase transport services.

14
15 In addition, CLECs can use dedicated transport to provide any transmission-specific
16 service to the extent technically feasible.

17
18 With respect to common transport, BellSouth does the following: (1) provides common
19 transport in a way that enables the traffic of requesting carriers to be carried on the same
20 transport facilities that BellSouth uses for its own traffic; (2) provides common transport
21 transmission facilities between end office switches, between BellSouth's end office and
22 tandem switches; and between tandem switches in BellSouth's network; (3) permits
23 requesting carriers that purchase unbundled common transport and unbundled switching
24 to use the same routing table that is resident in BellSouth's switch; and (4) permits
25 requesting carriers to use common (or dedicated) transport as an unbundled element to

1 carry originating traffic from, and terminating traffic to, customers to whom the
2 requesting carrier is also providing local exchange service.

3
4 In the *Second Louisiana Order*, the FCC found that BellSouth complies with the
5 requirements of this checklist item by making available dedicated and common transport
6 between end offices, between tandems, and between tandems and end offices.³ BellSouth
7 continues to make both dedicated and shared transport available to CLECs on a
8 nondiscriminatory basis and has procedures in place for the ordering, provisioning, and
9 maintenance of both dedicated and shared interoffice transport.

10
11 In addition to the types of local transport currently offered by BellSouth, a CLEC may
12 request new or additional unbundled transport elements using the BFR process. *See*
13 *NewSouth Agmnt.*, GTC-A, § 6.0.

14
15 Q. ARE CLECS ORDERING LOCAL TRANSPORT?

16
17 A. Yes. As of May 31, 2001, BellSouth had provided 1,445 dedicated local transport trunks
18 to CLECs in Tennessee. BellSouth has provided 11,139 dedicated trunks providing
19 interoffice transport to CLECs in its nine-state region as of that same date.

20
21 For common transport, specific counts of trunks providing service to CLECs cannot be
22 determined. This is because, as the name (common transport) implies, all trunks in a

³ Despite its favorable conclusion on BellSouth's provision of local transport, the FCC declined to approve this checklist item on the grounds that BellSouth had failed to make a prima facie showing that it provides nondiscriminatory access to OSS for the ordering and provisioning of dedicated and shared transport facilities. These issues are discussed in the testimony of Ron Pate.

1 given trunk group are available for carrying service for any carrier which uses that group,
2 including BellSouth and in some cases multiple CLECs. However, BellSouth can state
3 that as of from July 1999 to May 2001, there were over 30 CLECs in Tennessee and over
4 100 CLECs in BellSouth's nine-state region using common transport to some degree.

5
6 **CHECKLIST ITEM 6: LOCAL SWITCHING**
7

8 Q. DESCRIBE BELLSOUTH'S COMPLIANCE WITH CHECKLIST ITEM 6.
9

10 A. The Act requires BellSouth to offer access to "[l]ocal switching unbundled from
11 transport, local loop transmission, or other services." 47 U.S.C. § 271(c)(2)(B)(vi).
12 Local switching is the network element that provides the functionality required to connect
13 the appropriate originating lines or trunks wired to the main distributing frame ("MDF")
14 or to the digital cross connect panel to a desired terminating line or trunk. Local
15 switching encompasses line-side and trunk-side facilities, plus the features, functions and
16 capabilities of the switch. *See* NewSouth Agmnt., Att. 2, § 7.0.
17

18 BellSouth has procedures in place for the ordering, provisioning, and maintenance of its
19 switching services on a nondiscriminatory basis. *See* ICG Agmnt., Att. 2 § 7.0; The line-
20 side facilities include the connection between a loop termination at, for example, a main
21 distributing frame, and a switch line card. 47 C.F.R. § 51.319(c)(1)(i)(A). The trunk-
22 side facilities include the connection between, for example, trunk termination at a trunk-
23 side cross connect panel and a trunk card. 47 C.F.R. § 51.319 (c)(1)(i)(B). The
24 functionality of BellSouth's local circuit switching offerings includes all of the features,
25 functions and capabilities provided for the particular port type, including features

1 inherent to the switch and the switch software. Local circuit switching also provides
2 access to additional capabilities such as common and dedicated transport, out of band
3 signaling, 911, operator services, directory services, repair service, as well as Advanced
4 Intelligent Network (“AIN”) and similar capabilities.

5
6 Because BellSouth obligates itself to provide common transport, it, by definition,
7 provides CLECs with shared trunk ports, and the routing table that instructs the call to
8 follow a specified path. *See Second Louisiana Order*, ¶ 228 (“BellSouth is obligated to
9 provide shared trunk ports and the routing tables necessary to get to the shared trunk port
10 as a consequence of its legal obligation to provide shared transport.”)

11
12 In addition, if CLECs want unbundled switching in conjunction with dedicated transport,
13 CLECs likewise have access to BellSouth’s routing tables.

14
15 Q. DOES BELL SOUTH PROVIDE ACCESS TO VERTICAL SERVICES AND
16 FEATURES?

17
18 A. Yes. BellSouth’s local circuit switching offerings include access to the vertical services
19 and features the switch is capable of providing. All vertical features loaded in a circuit
20 switch are available to CLECs, whether or not BellSouth offers such features to its retail
21 customers. Features loaded but not activated and features not loaded in the circuit switch
22 may be requested through the BFR process. *See Second Louisiana Order*, ¶ 220 (“we
23 find that a BOC can require a requesting carrier to submit a request for such a vertical
24 feature through a predetermined process that give the BOC an opportunity to ensure that
25 it is technically feasible and otherwise develop the necessary procedures for ordering

1 those features.”)

2
3 Q. DOES BELLSOUTH ACTIVATE CLEC NXX CODES IN BELLSOUTH’S
4 SWITCHES?

5
6 A. Yes. For successful call completion, each switch must recognize all active NXX codes in
7 order to determine where the call is to be routed. When a CLEC, or any other LEC,
8 obtains a new NXX code, BellSouth activates the code in its switches in accordance with
9 the FCC’s *Third Order on Reconsideration*, 12 FCC Rcd 12,460, ¶ 82. BellSouth
10 performs this function at no charge to the CLEC.

11
12 BellSouth provides an NXX activation Single Point of Contact (“SPOC”) to address
13 CLEC inquiries about NXX codes. Among other functions, the NXX SPOC coordinates
14 the activation of CLEC NXX codes within BellSouth’s network and provides a trouble-
15 reporting center for CLEC code activation.

16
17 Since its establishment, the NXX SPOC has successfully facilitated the NXX activation
18 process. The NXX SPOC provides CLECs with a positive report on the activation of all
19 of the CLEC’s NXXs that are activated in BellSouth’s network. If requested by a CLEC,
20 a written response is provided to the CLEC when BellSouth’s Complex Translations
21 Group has provisioned the NPA/NXX in the appropriate BellSouth switches and
22 BellSouth has completed mechanized Automatic Message Accounting (“AMA”) testing
23 and validation. Since it began operation, the NXX SPOC has tracked the provisioning
24 and testing of approximately 4,300 NXXs codes for facility-based CLECs and
25 Independent Telephone Companies and has been involved in the resolution of over 400

customer related routing troubles.

Q. DOES BELLSOUTH PROVIDE FEATURE GROUP D SIGNALING IN
CONJUNCTION WITH THE PROVISIONING OF UNBUNDLED LOCAL
SWITCHING?

A. Yes. BellSouth will provide a CLEC with its choice of signaling format, including
Feature Group D signaling, to the extent technically feasible.

Q. DOES BELLSOUTH PROVIDE ACCESS TO PACKET SWITCHING?

A. Pursuant to Rule 51.319, BellSouth will provide CLECs packet switching as a UNE in
situations in which each of the following conditions is satisfied:

(1) BellSouth has deployed digital loop carrier systems, including but not limited
to, integrated digital loop carrier or universal digital loop carrier systems; or
has deployed any other system in which fiber optic facilities replace copper
facilities in the distribution section (*e.g.*, end office to remote terminal,
pedestal or environmentally controlled vault);

(2) There are no spare copper loops capable of supporting xDSL services the
CLEC seeks to offer;

(3) BellSouth has not permitted a CLEC to deploy a Digital Subscriber Line
Access Multiplexer in the remote terminal, pedestal or environmentally
controlled vault or other interconnection point, nor has the requesting carrier
obtained a virtual collocation arrangement at these subloop interconnection
points as defined in 47 C.F.R. § 319(b); and

1 (4) BellSouth has deployed packet switching for its own use.

2
3 *See* SGAT, § VI.D.
4

5 Q. DOES BELLSOUTH PROVIDE ACCESS TO TANDEM SWITCHING?
6

7 A. Yes. BellSouth's unbundled tandem switching element meets all the requirements of the
8 FCC's Rules. Tandem switching is defined as trunk-to-trunk connection facilities,
9 including but not limited to the connection between trunk terminations at a cross connect
10 panel and a switch trunk card; the basic switching function of connecting trunks to
11 trunks; and all technically feasible functions that are centralized in tandem switches (as
12 distinguished from separate end office switches), including but not limited to call
13 recording, the routing of calls to operator services, and signaling conversion features. 47
14 C.F.R. § 51.319(c)(2); Tandem switching provides trunk to trunk connections for local
15 calls between two end office switches, including two end office switches belonging to
16 different CLECs. To the extent that all signaling is SS7, tandem switching preserves
17 Custom Local Area Switched Services ("CLASS") features and Caller ID information as
18 calls are processed. BellSouth performs testing through the tandem switching element
19 for CLECs in the same manner and frequency that it performs such testing for itself. To
20 the extent that BellSouth manages traffic congestion for tandem switching for itself, it
21 also manages it for CLECs using unbundled tandem switching, including congestion
22 points such as those caused by radio station call-ins, and network routing abnormalities,
23 using capabilities such as Automatic Call Gapping, Automatic Code Gapping, Automatic
24 Congestion Control, and Network Routing Overflow.
25

1 Q. ARE CLECS ORDERING UNBUNDLED LOCAL SWITCHING?

2
3 A. Yes. As of May 31, 2001, BellSouth had six (6) unbundled switch ports in service in
4 Tennessee. Region-wide, BellSouth had 262 unbundled switch ports in service as of that
5 same date. Additionally, in connection with its combined loop/port combination offering,
6 BellSouth had 27,823 switch ports in service in Tennessee and 345,201 in service
7 regionally.

8
9 Q. DOES BELL SOUTH OFFER CUSTOMIZED ROUTING IN COMPLIANCE WITH
10 THE FCC'S REQUIREMENTS?

11
12 A. Yes. Customized routing (which is also referred to as selective routing) permits
13 requesting carriers to designate the particular outgoing trunks that will carry certain
14 classes of traffic originating from competitors' customers. *See Second Louisiana Order*,
15 ¶ 221. One specific use of customized routing is to allow calls from a CLEC's customers
16 that are served by a BellSouth switch to reach the CLEC's choice of operator service or
17 directory assistance service platforms which may be BellSouth's operator service and
18 directory assistance service platforms or the CLEC's platforms or the platforms of a third
19 party provider. Customized routing can be provided when a CLEC acquires unbundled
20 local switching from BellSouth or resells BellSouth's local exchange services.

21
22 BellSouth offers two methods of customized routing to CLECs: AIN and LCCs. *See*
23 SGAT, § X.A.3(f); NewSouth Agmnt., Att. 2, § 7.2.1.14.6.4. BellSouth has tested both
24 methods and both currently are available.

1 Q. DESCRIBE THE AIN METHOD OF CUSTOMIZED ROUTING BELLSOUTH
2 OFFERS.

3
4 A. BellSouth's AIN method uses a database of the CLEC's routing choices queried during
5 call set up. The AIN method of customized routing allows the use of the AIN "hub"
6 concept, which yields several advantages. The AIN hubbing arrangement:

- 7 • Allows the use of appropriate AIN "triggers" for all call types rather than only a
8 limited set of call types.
- 9 • Allows even those end office switches that are not AIN-capable to use the AIN
10 customized routing solution.
- 11 • Optimizes the use of trunk groups by allowing the carriage of customized routing
12 traffic over common trunk groups between the end office and the AIN hub.

13 Thus, the AIN hubbing arrangement allows the use of the AIN method in all switches,
14 even those that are not AIN capable. Also, the AIN hubbing arrangement allows the
15 sharing of trunk groups that some CLECs have stated they prefer.

16
17 Q. DID BELLSOUTH RECENTLY COMPLETE AN ENHANCEMENT TO THE AIN
18 METHOD?

19
20 A. Yes. BellSouth completed an enhancement to its AIN method that further automates the
21 means by which CLECs' routing information may be updated. End-to-End call-through
22 testing was successfully completed on June 14, 2000. BellSouth then completed all
23 methods and procedures for the service offering during the third quarter 2000, and posted
24 a Market Service Description ("MSD") to its interconnection website on October 23,
25 2000.

1 Q. ARE CLECS USING THE AIN METHOD OF CUSTOMIZED ROUTING?

2
3 A. To date, no CLEC has requested BellSouth's AIN method of customized routing.
4 BellSouth stands ready to provide the AIN method upon request.
5

6 Q. DESCRIBE THE LCC METHOD OF CUSTOMIZED ROUTING.

7
8 A. Using the LCC method, which is the method by which BellSouth routes its own end
9 users' calls, end user calls are routed via the use of a LCC in the switch. For example, a
10 CLEC's end users served by a BellSouth switch are configured such that when the end
11 user dials 0-, a Line Attributes Table points to another table, a Position Table for 0- calls.
12 This table in turn identifies a trunk group to the appropriate operator services platform.
13 For calls requiring a number pretranslation such as 411 or 611, the Line Attributes Table
14 points the call to the appropriate pretranslator table, and this table then points the call to
15 the appropriate destination. A separate line class code is not needed for each end user for
16 each function, but rather the same line class code can be used for multiple subscribers.
17 The same LCC connects each of them to the same destination for the same type of call.
18 *See e.g., NewSouth Agmnt., Att. 2, §10.4.*
19

20 Availability of customized routing capability using LCCs is offered on a first-come, first-
21 served basis. This method permits the passage of intraLATA toll and interLATA
22 operator services traffic to interexchange carriers over Feature Group D trunks at the
23 CLEC's option. While there are finite limits on the number of line class codes in
24 particular central office switches, BellSouth has not denied any request for customized
25 routing based on lack of LCC capacity. Moreover, the AIN method of customized

1 routing eliminates any potential exhaust concerns about the LCC method of customized
2 routing.

3
4 Q. ARE CLECS USING THE LCC METHOD OF CUSTOMIZED ROUTING?

5
6 A. Yes. BellSouth has provided the LCC method of customized routing to one CLEC in
7 Georgia and at two (2) locations in Florida for use during the Florida Public Service
8 Commission's third party testing of BellSouth's operations support systems ("OSS"). No
9 CLEC in Tennessee has requested this method of customized routing; however,
10 BellSouth stands ready to provide it.

11
12 Q. HOW IS THE AIN METHOD OF CUSTOMIZED ROUTING DIFFERENT THAN
13 THE LCC METHOD?

14
15 A. The AIN method allows the use of shared trunk groups (for those CLECs using the AIN
16 method) between the end office switch and the AIN hub switch to accomplish customized
17 routing for customers served by different end offices subtending a particular AIN hub. In
18 contrast, the LCC solution, discussed below, requires a separate trunk group for each end
19 office due to the inherent technical limitations of the switches. This separate trunk group
20 may be shared, however, by those CLECs requesting the same branding or unbranding of
21 their respective end users' OS/DA traffic. BellSouth uses separate trunk groups between
22 its end office switches and BellSouth's operator services and directory assistance
23 platforms for calls from BellSouth's end users.

24
25 Q. DO BELL SOUTH'S CUSTOMIZED ROUTING SOLUTIONS MEET THE FCC'S

1 REQUIREMENTS?

2

3 A. Yes. In the *Second Louisiana Order*, the FCC discussed the CLECs' ability to route its

4 customers' calls. Specifically, the FCC held that "BellSouth should not require the

5 competitive LEC to provide the actual line class codes, which may differ from switch to

6 switch, if BellSouth is capable of accepting a single code region-wide." *Second*

7 *Louisiana Order*, ¶ 224. In compliance with this obligation, BellSouth will implement

8 one routing pattern per region for a CLEC's customers. In addition, although it is not

9 required to do so, BellSouth voluntarily will provide a single routing pattern on a state-

10 wide basis. This single routing pattern (whether region-wide or state-wide) can include

11 routing to a BellSouth platform (branded or unbranded), a CLEC platform, or a third-

12 party platform.

13

14 To avail itself of the single routing pattern, the CLEC need not put any LCC on its local

15 service requests ("LSRs"). Such orders will be handled electronically (assuming, of

16 course, that they would not otherwise fall out for manual handling) and therefore will

17 need no manual intervention.

18

19 This line class code routing arrangement is identical to that provided to the BellSouth

20 retail units. On its retail side, BellSouth has a single region-wide routing pattern for its

21 customers' calls that is effectuated without the service representative having to populate

22 the LCC on the service order. Likewise, BellSouth will provide a single routing pattern

23 for CLECs that is effectuated without the CLEC service representative having to populate

24 the LCC on the order.

1 If a CLEC has requested multiple customized OS/DA Routing options in an end office
2 and the appropriate LCCs have been established, the CLEC may order for an end user an
3 OS/DA branding option other than the established default plan by providing an indicator
4 identifying the specific routing to be used (Unbranded, Custom Branded, Self Branded)
5 when it submits its LSR for that particular end user. The FCC specifically recognized that
6 CLECs who wish to have multiple routing patterns in the same switch should bear the
7 obligation to populate the requisite fields on the LSR. Specifically, the FCC held as
8 follows:

9
10 We agree with BellSouth that a competitive LEC must tell BellSouth how to route
11 its customers' calls. If a competitive LEC wants all of its customers' calls routed
12 in the same way, it should be able to inform BellSouth, and BellSouth should be
13 able to build the corresponding routing instructions into its systems just as
14 BellSouth has done for itself. If, however, a competitive LEC has more than one
15 set of routing instructions for its customers, it seems reasonable and necessary for
16 BellSouth to require the competitive LEC to include in its order an indicator that
17 will inform BellSouth which selective routing pattern to use.

18 *Second Louisiana Order*, ¶ 224.

19
20 As described above, BellSouth is in full compliance with these obligations. For those
21 LSRs on which the CLECs populate the indicator for specific routing patterns, BellSouth
22 will process them in a timely manner. Such orders will be counted in the "partially
23 mechanized" category of performance data and addressed fully in the performance data
24 filing of Dave Coon.

1 **CHECKLIST ITEM 7: 911/E911, DIRECTORY ASSISTANCE AND OPERATOR CALL**

2 **COMPLETION**

3
4 Q. PLEASE DESCRIBE BELLSOUTH'S COMPLIANCE WITH CHECKLIST ITEM 7.

5
6 A. BellSouth provides to CLECs access to 911/E911 services, directory assistance services,
7 and operator call completion services at a level of quality and performance that is at least
8 equal to that which BellSouth provides to itself. *See Intermedia Agmnt., Att. 2, § 16.2.4.*

9
10 911/E911

11
12 Q. DOES BELLSOUTH PROVIDE NONDISCRIMINATORY ACCESS TO 911 AND
13 E911 SERVICES?

14
15 A. Yes. Section 271(c)(2)(B)(vii) of the Act requires a Bell Operating Company such as
16 BellSouth to provide "[n]ondiscriminatory access to --- (I) 911 and E911 services. In the
17 *Ameritech Michigan Order*, the FCC held that a BOC "must maintain the 911 database
18 entries for competing LECs with the same accuracy and reliability that it maintains the
19 database entries for its own customers" and that for facilities-based carriers, BellSouth
20 must provide "unbundled access to [its] 911 database and 911 interconnection, including
21 the provision of dedicated trunks from the requesting carrier's switching facilities to the
22 911 control office at parity with what [BellSouth] provides to itself." *Ameritech*
23 *Michigan Order*, ¶ 256.

24
25 Q. DESCRIBE THE MEANS BY WHICH BELLSOUTH OFFERS CLECS ACCESS TO

1 BELL SOUTH'S E911 DATABASE.

2
3 A. The BellSouth E911 database contains end user subscriber information that is useful to
4 emergency service agencies in locating a customer dialing 911 for dispatching
5 appropriate emergency services. The database contains information such as customer
6 name, service address, class and type of service. BellSouth has had procedures in place
7 since early 1996 by which CLECs can connect their switches to BellSouth's E911
8 tandems. Because methods and procedures have long been in place to allow other
9 carriers, including independent LECs, access to BellSouth's E911 and 911 updating
10 capabilities, the necessary methods and procedures for obtaining such updating by
11 CLECs have been business as usual for BellSouth. *See* NewSouth Agmnt., Att. 2, § 16.0,
12
13 BellSouth's provision of nondiscriminatory access to the E911 database as well as
14 procedures for updating and maintaining the E911 database both for CLEC and BellSouth
15 end users are described in the Affidavit of Ms. Val Sapp, Attachment F.

16
17 In the *Second Louisiana Order*, the FCC found that BellSouth satisfied the requirements
18 of Checklist Item (vii)(I). There has been no material change in BellSouth's provision of
19 911/E911 since that decision and thus the Authority should find BellSouth in compliance.
20

21 Q. ARE CLECS ACCESSING BELL SOUTH'S E911 DATABASE?

22
23 A. Yes. As of May 31, 2001, CLECs had requested and BellSouth had provided 511 such
24 trunks for CLECs in Tennessee. In its nine-state region, BellSouth had 4,653 trunks in
25 service connecting CLECs' switches with BellSouth's E911 arrangements as of that same

1 date. In Tennessee, 25 CLECs were sending mechanized updates to BellSouth for
2 inclusion in the 911 database as of May 31, 2001; and in BellSouth's nine-state region,
3 67 CLECs were doing so as of that same date. These mechanized updates include
4 information about both end user customers to whom CLECs provide service via the
5 resale provisions of the Act as well as those end user customers to whom CLECs provide
6 service from the CLECs' own switches.

7
8 DIRECTORY ASSISTANCE/OPERATOR SERVICES
9

10 Q. WHAT ARE BELL SOUTH'S OBLIGATIONS WITH RESPECT TO DIRECTORY
11 ASSISTANCE AND OPERATOR SERVICES?
12

13 A. Section 271(c)(2)(B)(vii)(II) and (III) of the Act requires BellSouth to provide
14 nondiscriminatory access to "directory assistance services to allow the other carrier's
15 customers to obtain telephone numbers" and "operator call completion services,"
16 respectively. Section 251(b)(3) obligates BellSouth to permit CLECs to have
17 nondiscriminatory access to operator services, directory assistance and directory listing
18 with no unreasonable dialing delays. BellSouth, however, is no longer obligated to
19 provide operator and directory assistance services as a UNE because BellSouth provides
20 customized routing as discussed earlier.
21

22 Q. DOES BELL SOUTH PROVIDE DIRECTORY ASSISTANCE SERVICE IN A
23 NONDISCRIMINATORY MANNER?
24

25 A. Yes. BellSouth provides directory assistance access service to CLECs in the same

1 manner as it does for its own retail subscribers. *See* NewSouth Agmnt., Att. 2, § 10.3.
2 Specifically, BellSouth provides CLECs with DAAS. DAAS allows CLECs' end users
3 to obtain telephone number listing information from BellSouth. CLECs also have access
4 to BellSouth's DACC service, which gives the CLEC's end user the option to have a call
5 to BellSouth's DA service completed automatically. Facilities-based CLECs obtain
6 access to these services through trunks connecting the CLEC's point of interface to
7 BellSouth's DA platform.
8

9 Q. ARE CLECS USING DAAS AND DACC?
10

11 A. Yes. As of May 31, 2001, CLECs in Tennessee had 423 directory assistance trunks in
12 place between those CLECs' switches and BellSouth's DA platform. In BellSouth's
13 nine-state region, there were 2,929 such directory assistance trunks in place serving
14 CLECs. In BellSouth's nine-state region, 38 CLECs were purchasing DAAS and 33
15 CLECs were purchasing DACC from BellSouth as of June 30, 2001.

16 Because methods and procedures have long been in place to allow other carriers, such as
17 independent LECs, access to BellSouth's DAAS and DAAC services, the necessary
18 methods and procedures for obtaining such access by CLECs are business as usual for
19 BellSouth.
20

21 Q. DOES BELL SOUTH PROVIDE CLECS WITH ACCESS TO BELL SOUTH'S
22 SUBSCRIBER LISTING INFORMATION FOR CLECS TO ESTABLISH THEIR
23 OWN DIRECTORY ASSISTANCE SERVICES?
24

25 A. Yes. BellSouth provides CLECs and other service providers with access to BellSouth's

1 DADS, which allows CLECs to use BellSouth's subscriber listing information to set up
2 their own directory assistance services. *See* NewSouth Agmnt., Att. 2 § 10.5. BellSouth
3 also provides CLECs and other service providers with DADAS, which gives CLECs
4 direct access to BellSouth's DA database so that CLECs may provide directory assistance
5 services. *See* NewSouth Agmnt., Att. 2, § 10.6. BellSouth currently provides both
6 DADS and DADAS to CLECs themselves and to various third-party service providers
7 who, in turn, furnish the service to CLECs. Database information is available to CLECs
8 in magnetic tape format, cartridge tape format, and where the CLEC has electronic
9 connectivity, in network data mover ("NDM") format.

10
11 All information contained in BellSouth's listing database for its own end users, CLECs'
12 end users, and independent LECs' end users is available to competitive carriers in the
13 same manner as it is available to BellSouth itself. BellSouth is fully compliant with
14 Section 51.217(c)(3)(i) of the FCC's rules.

15
16 Q. ARE CLECS ACCESSING BELLSOUTH'S DIRECTORY DATABASES?

17
18 A. Yes. As of May 31, 2001, seven (7) service providers were using BellSouth's Tennessee
19 subscriber listings, via DADS, to provide DA service and third party listing data to end
20 users. Nine (9) service providers were using DADS across BellSouth's nine-state region
21 as of that same date. As of May 31, 2001, two (2) service providers in the region were
22 using DADAS to provide the service to CLECs.

23
24 Q. DESCRIBE BELLSOUTH'S INTERCEPT SERVICE OFFERING.
25

1 A. CLECs also have access to BellSouth's intercept service, which refers calls from a
2 disconnected or non-working number to an appropriate announcement. Facilities-based
3 CLECs obtain access to BellSouth's intercept service through a dedicated trunk facility.
4 As of May 31, 2001, BellSouth had provided CLECs in Tennessee with 16 intercept
5 trunks. In BellSouth's nine-state region, BellSouth had provided 172 intercept trunks to
6 CLECs as of that same date. Because methods and procedures have long been in place to
7 allow other carriers, such as independent LECs, access to BellSouth's intercept service,
8 the necessary methods and procedures for obtaining such access by CLECs are business
9 as usual for BellSouth.

10
11 Q. DESCRIBE BELL SOUTH'S OPERATOR CALL PROCESSING SERVICES
12 OFFERING.

13
14 A. Operator call processing, which allows CLECs to obtain both live operator and
15 mechanized functionality, is available from BellSouth. *See* NewSouth Agmnt., Att. 2, §
16 10. BellSouth call processing includes: Call Assistance and Call Completion services;
17 Alternate Billing Services such as third number billing, calling card billing, and collect
18 call handling; verification and interruption of a busy line; and operator transfer service.
19 Facilities-based CLECs can obtain access to BellSouth's operator call processing by
20 connecting their point of interface via a trunk group to BellSouth's operator services
21 system.

22
23 Q. ARE CLECS ACCESSING BELL SOUTH'S OPERATOR SERVICES?

24
25 A. Yes. As of May 31, 2001, BellSouth had provided CLECs in Tennessee with 442

1 operator services trunks. Across its nine-state region, BellSouth had provided CLECs
2 with 2,855 operator services trunks as of that same date. In Tennessee, BellSouth had
3 provided CLECs with 53 verification trunks as of May 31, 2001. Across its nine-state
4 region, BellSouth had provided CLECs with 510 verification trunks as of that same date.
5 Because methods and procedures have long been in place to allow other carriers, such as
6 independent LECs, access to BellSouth's operator call processing, such access by CLECs
7 is considered business as usual for BellSouth.

8
9 Q., CAN INFORMATION CONCERNING CLECS' END USER CUSTOMERS BE
10 ENTERED INTO OR CORRECTED IN BELL SOUTH'S DIRECTORY ASSISTANCE
11 AND OPERATOR SERVICES DATABASES?

12
13 A. Yes. BellSouth will update CLEC end user listings equal to the service it provides to
14 itself and its end users. *See* NewSouth Agmnt., Att. 2, §10.3.2.2. BellSouth's procedures
15 for updating and maintaining the DA and OS databases for BellSouth's end user
16 subscribers are described in the Affidavit of Doug Coulee, Attachment C. As described
17 by Mr. Coulee, procedures for both CLEC subscribers and BellSouth subscribers are
18 performed in a similar and nondiscriminatory manner.

19
20 DISAGGREGATION OF PERFORMANCE DATA FOR DIRECTORY
21 ASSISTANCE/OPERATOR SERVICES

22
23 Q. DO BELL SOUTH'S PERFORMANCE MEASUREMENTS FOR DIRECTORY
24 ASSISTANCE/OPERATOR SERVICES SUFFICIENTLY DEMONSTRATE
25 NONDISCRIMINATION?

1 A. Yes. In the *Second Louisiana Order*, the FCC stated that in future applications,
2 BellSouth needed either to disaggregate its performance data for directory assistance and
3 operator services between wholesale and retail, or explain why such disaggregation is
4 unnecessary to show nondiscrimination. *Second Louisiana Order*, ¶ 245. Because
5 BellSouth's provision of directory assistance and operator services to CLECs is parity by
6 design, disaggregation of performance measurements for these services is unnecessary.

7
8 To demonstrate this fact, I directed the preparation of exhibits that describe the routing
9 and handling of operator services and directory assistance calls. Exhibit WKM-7
10 describes the processing of such calls by Traffic Operating Position System ("TOPS")
11 and its associated Queuing Management System ("QMS"). This exhibit was prepared by
12 BellSouth subject matter experts responsible for staff support for BellSouth departmental
13 operations in these two areas. I also obtained an affidavit from one of BellSouth's major
14 suppliers of hardware and associated software systems for these two areas, Nortel, Inc.
15 This affidavit, which is attached to my testimony as Exhibit WKM-8 validates the
16 accuracy of the exhibit as well as my overview of it contained herein.

17
18 Q. EXPLAIN WHY DISAGGREGATION OF PERFORMANCE DATA IS
19 UNNECESSARY.

20
21 A. Exhibit WKM-6 documents the flow of service orders from various sources (BellSouth
22 Retail Units, CLEC resale, CLEC UNE, and CLEC UNE and resale with customized call
23 routing). As this Exhibit demonstrates, the flow of the service order is precisely the same
24 regardless of the source of the service order. Universal Service Order Codes ("USOCs")
25 on the service orders are used to establish switch translations that provide dial tone and

1 various service features listed on each service request. The exact same list of USOCs,
2 with the exception of four unique provisioning USOCs used for UNEs, is used on both
3 BellSouth and CLEC orders to describe various features and functions. If the service
4 order being processed is for a CLEC, it contains a special four-digit Field Identifier Code
5 (“FID”) that ultimately identifies the CLEC to the billing system. However, the FID is
6 not input to the switch. Thus, the switch is “blind” as to whether a given end user
7 customer is BellSouth’s customer or a CLEC’s customer. The service orders enter a
8 system called the Line Class Code Assignment Module (“LCCAM”). The LCCAM
9 associates the USOCs assigned on service orders with an appropriate LCC that identifies
10 the routing and screening characteristics of the line to the switch. Nothing in the LCC
11 distinguishes a BellSouth customer from a CLEC customer. The LCC information flows
12 into a computer system named MARCH. MARCH is a memory administration system
13 that translates line-related service order data into switch provisioning messages and
14 automatically transmits the messages to targeted stored program control switches.
15 Routing, screening, and trunking of calls by the switch are identical for lines associated
16 with identical LCCs. Therefore, it is not necessary to perform measurements beyond this
17 point in the process to demonstrate parity in the handling of operator services and
18 directory assistance calls. The diagrams attached to Exhibit WKM-6 clearly show that
19 the LCCAM to MARCH handoff merges traffic from all sources into a single flow
20 determined solely by LCCs.

21
22 BRANDING

23
24 Q. WHAT BRANDING OPTIONS DOES BELL SOUTH PROVIDE TO CLECS?
25

1 A. BellSouth offers four service levels of branding to CLECs when CLECs order Directory
2 Assistance and/or Operator Call Processing. The options are: BellSouth branding;
3 unbranded; custom branding; and self-branding. Unbranded, custom branding, and self-
4 branding are all provided via customized call routing (also referred to as selective
5 routing) that includes the LCC and AIN service offerings. BellSouth also offers OLNS
6 that provides BellSouth branding, unbranded, and customized branding of Directory
7 Assistance and/or Operator Call Processing. BellSouth's OLNS is deployed in Tennessee
8 and throughout BellSouth's nine-state region. *See* NewSouth Agmnt., Att. 2, §10.4.

9
10 Q. HOW DOES BELLSOUTH ROUTE OPERATOR SERVICES AND DIRECTORY
11 ASSISTANCE TRAFFIC FOR ITS OWN END USER CUSTOMERS?

12
13 A. BellSouth routes its operator services or directory assistance traffic directly to a
14 BellSouth TOPS platform rather than via a tandem switch. The operator services or
15 directory assistance end office functions offered by BellSouth, as part of its retail
16 services, require dedicated trunk groups from BellSouth end offices to the TOPS
17 platform.

18
19 Q. PLEASE DESCRIBE THE OPERATION OF TOPS.

20
21 A. Exhibit WKM-7 provides a complete description of TOPS call flow via the QMS. Calls
22 are initially queued based on call origination type. For example, a determination is made
23 whether the call originated from a public telephone or arrived at TOPS via a directory
24 assistance trunk group. Next, calls are ordered based on whether or not they have
25 previously received some form of automated treatment or operator handling. Then the

1 calls are processed through six refinement tables to enable them to be handled by
2 operator groups best equipped to handle specific types of calls. For example, this process
3 routes directory assistance calls to directory assistance equipped TOPS positions while
4 calls requiring fluency in a particular language are routed to operators with skills in that
5 language. Finally, the calls are routed to queues based on such factors as the age of the
6 call, equipment availability, and force management considerations.

7
8 Q. HOW DOES TOPS TREAT CALLS FROM CLEC END USER CUSTOMERS?

9
10 A. CLECs' customers' calls to BellSouth's TOPS platform are handled in a
11 nondiscriminatory manner at parity with the treatment of calls from BellSouth's retail
12 customers. TOPS does not distinguish between calls made by BellSouth end users and
13 calls made by CLEC end users. Thus, the system represents parity by design.
14 Exhibit WKM-8 contains affidavits prepared by Mr. Robert Summers, Jr., Mr. William
15 Greytock, and Mr. David C. Thompson, all of Nortel, pertaining to operation of the
16 TOPS and QMS systems. Nortel is the supplier of BellSouth's TOPS platform. Their
17 affidavits confirm that BellSouth's processes for the handling of calls to operator services
18 are nondiscriminatory.

19
20 Q. DOES BELL SOUTH PERMIT A CLEC TO ROUTE ITS OPERATOR SERVICES OR
21 DIRECTORY ASSISTANCE TRAFFIC TO ITS OWN OPERATOR SERVICES OR
22 DIRECTORY ASSISTANCE PLATFORMS?

23
24 A. Yes. The CLEC may wish to route calls to its own operator or directory assistance
25 platform for branding purposes. As discussed in Exhibit WKM-6, customized routing is

1 ordered by use of an indicator that is then converted by LCCAM, as discussed above, into
2 an LCC for use by the switch. Once this conversion occurs, the switch's processor routes
3 the call based on the assigned LCC rather than on the basis of whether the LCC is a
4 "BellSouth LCC" or a "CLEC LCC". If the LCC denotes that the call is to be routed to
5 an operator services platform other than BellSouth's operator services platform, then the
6 provisioning of the trunk group to the CLEC's choice of operator services platform is the
7 responsibility of the CLEC. Under this scenario, the CLEC will have the option of
8 treating the calls in any fashion it wants because the calls will be directed to the CLEC's
9 (or third party provider's) platform. The diagram for example 3 of the attachments to
10 Exhibit WKM-6 depicts the call processing flow of calls using customized routing.

11
12 Q. DOES BELL SOUTH PROVIDE CLECS WITH THE ABILITY TO APPLY UNIQUE
13 BRANDING IN COMPLIANCE WITH THE FCC'S REBRANDING
14 REQUIREMENTS?

15
16 A. Yes. In the *Second Louisiana Order*, the FCC stated that BellSouth must demonstrate
17 that its method of providing branding results in nondiscriminatory access. *Second*
18 *Louisiana Order*, at ¶ 247. BellSouth provides CLECs the ability to apply unique
19 branding via the customized routing methods discussed in my testimony under Checklist
20 Item 6 and the OLNS method described below.

21
22 Under the LCC method of customized routing, calls are directed at the end office switch
23 to the requested OS/DA platform over dedicated trunks. Dedicated trunks are required
24 because of the technical limitations of the switches. To the extent that CLECs choose the
25 same OS/DA platform and the same branding (or unbranding) of calls, CLECs may share

1 transport between the end office switch and the platform. A CLEC's use of line class
2 codes to reach an OS/DA platform is the same as BellSouth's use of line class codes to
3 reach its TOPS platform, and thus BellSouth's provision of customized routing is
4 nondiscriminatory.

5
6 Under the AIN method of customized routing, calls are sent to an AIN hub that performs
7 the database query. AIN uses centralized databases to determine routing instructions
8 rather than have the same determination made at the end office switch level. In this
9 arrangement, CLECs may share transport between BellSouth's end office switch to the
10 AIN hub. Moreover, CLECs who opt for the same branding (or unbranding) of their
11 traffic and whose traffic is sent to the same OS/DA platform can likewise share trunk
12 groups between the AIN hub and that OS/DA platform.

13
14 Q. HAS BELL SOUTH PROVIDED DOCUMENTED METHODS AND PROCEDURES
15 FOR CLEC PROVISIONING AND ORDERING OF CUSTOMIZED OS/DA
16 ROUTING?

17
18 A Yes. Bellsouth provided a CLEC Information Package for Selective Call Routing Using
19 Line Class Codes on its CLEC information website on May 17, 2001, and subsequently
20 updated on June 13, 2001 (<http://www.interconnection.bellsouth.com.guides/>), as
21 attached in Exhibit WKM-9.

22
23 Q. DESCRIBE BELL SOUTH'S OFFERING OF ORIGINATING LINE NUMBER
24 SCREENING (OLNS).

1 A. OLNS is method of providing customized branding in addition to the LCC and AIN
2 methods described earlier in this testimony. OLNS provides a means of making
3 information available to the OS/DA platform about the end user originating a telephone
4 call. This information may be used to determine things such as an end user's local
5 service provider and that local service provider's branding preferences. OLNS
6 functionality makes originating line information available to BellSouth's OS/DA
7 platform via centralized databases. In other words, OLNS allows end users' calls to
8 proceed from the end office switches to BellSouth's OS/DA platform over common
9 trunk groups (that is, a single trunk group between an end office switch and the OS/DA
10 platform carrying multiple service providers' traffic including calls from BellSouth's
11 retail customers). Once the call arrives at the OS/DA platform, OLNS is used to "look
12 up" the telephone number of the calling party in its database to determine whether and
13 how to brand a call from that particular end user. OLNS customized routing provides
14 CLECs with BellSouth branding, unbranded, and customized branding of Directory
15 Assistance and/or Operator Call Processing.

16
17 BellSouth had informed CLECs of OLNS deployment in a carrier notification letter on
18 BellSouth's interconnection website dated December 22, 2000. Currently, OLNS is
19 deployed throughout BellSouth's nine-state region.
20

21 **CHECKLIST ITEM 8: WHITE PAGES LISTINGS**

22
23 Q. DESCRIBE BELL SOUTH'S COMPLIANCE WITH CHECKLIST ITEM 8.

24
25 A. Checklist Item 8 requires that BellSouth's interconnection offerings include directory

1 listings in BellSouth's white pages directory for customers served by a CLEC. BellSouth
2 has long made its white pages listing capabilities available to independent LECs and
3 other service providers. Because methods and procedures have been in place to allow
4 other carriers access to BellSouth's white pages listing capabilities for many years, the
5 necessary methods and procedures pursuant to which CLECs may obtain such listings are
6 business as usual for BellSouth. The white pages listings will include the subscriber's
7 name, address and telephone number. The FCC in the *Second Louisiana Order* found
8 BellSouth in compliance with this checklist item.

9
10 The Affidavit of Terrie Hudson, attached hereto as Attachment D, describes the flow of
11 orders received for the production of white pages directories and how this process is
12 accomplished for both BellSouth's listings and CLECs' listings.

13
14 **CHECKLIST ITEM 9: NUMBER ADMINISTRATION**

15
16 Q. DESCRIBE BELL SOUTH'S COMPLIANCE WITH CHECKLIST ITEM 9.

17
18 A. During February 1998, Lockheed-Martin assumed the NANPA functions previously
19 provided by Bell Communications Research, Inc. ("Bellcore"), now Telcordia
20 Technologies, Inc. This did not include the central office code assignment and NPA
21 relief planning functions that continued to be performed by the dominant ILEC serving
22 the particular geographic territory until a transition plan could be finalized to transfer
23 these functions to Lockheed-Martin. The central office code assignment function was
24 transferred to Lockheed-Martin region-by-region through an industry-accepted transition
25 plan. In BellSouth's region, that transition began July 6, 1998, and concluded August 14,

1 1998. At this time, BellSouth no longer performs the central office code assignment
2 function. NeuStar assumed all NANPA responsibilities on November 17, 1999 when the
3 FCC approved the transfer of Lockheed-Martin's Communications Industry Service
4 Division to NeuStar.

5
6 Q. DOES BELLSOUTH HAVE ANY RESPONSIBILITY FOR NPA RELIEF PLANNING
7 NOW?

8
9 A. No. NeuStar also assumed responsibility for NPA relief planning. When BellSouth was
10 responsible for NPA relief planning and as an NPA was found to be in jeopardy of
11 exhausting before a NPA relief plan could be implemented, the BellSouth Central Office
12 Code Administration Center implemented code conservation measures complying with
13 consensus decisions of the local industry as reached in one or more Industry Jeopardy
14 Meetings. NANPA now has the responsibility for jeopardy declaration in a NPA.

15
16 Q. PLEASE DESCRIBE BELLSOUTH'S ACTIONS PRIOR TO THE TIME NPA RELIEF
17 PLANNING WAS TRANSFERRED TO NEUSTAR.

18
19 A. While serving as the Central Office Code Administrator for its territory, BellSouth
20 maintained neutrality in performing the code administration functions and ensured that
21 CLECs had nondiscriminatory access to telephone numbers for assignment to their
22 customers. BellSouth adhered to the code administration guidelines published by the
23 Industry Numbering Council ("INC"), a national industry body under the Carrier Liaison
24 Committee ("CLC"), sanctioned by the Alliance for Telecommunications Industry
25 Solutions ("ATIS"). INC documents, including final documents, completed guidelines,

1 and issue resolutions in final closure, are readily accessible via the Internet, at ATIS's
2 website (<http://www.atis.org>). These guidelines provide instructions to all service
3 providers, including CLECs, on how to request and have NPA/NXX codes assigned.
4 BellSouth established procedures to provide nondiscriminatory NXX code assignments to
5 CLECs that conform to the INC standards. Pursuant to these procedures, as of August
6 19, 1998, BellSouth had assigned 2,141 NPA/NXX codes for CLECs in its nine-state
7 region. Other than when faced with imminent NPA exhaustion, BellSouth did not refuse
8 any CLEC requests for NPA/NXX code assignments, either in Tennessee or in
9 BellSouth's nine-state region.

10
11 Q. DOES BELLSOUTH HAVE ANY RESPONSIBILITY FOR THE ASSIGNMENT OF
12 NPA/NXX CODES NOW?

13
14 A. No. Since NeuStar assumed the Central Office Code Administration function, BellSouth
15 no longer has any responsibility for the administration or assignment of NXXs to CLECs
16 or any other telecommunications service provider. BellSouth follows the Central Office
17 Code (NXX) Assignment Guidelines developed by the INC in submitting NXX code
18 requests to NANPA, entering code information into the appropriate national databases,
19 activating NXX codes assigned to any service provider in BellSouth's territory, making
20 available BellSouth NXX codes that are no longer in use, and all other areas covered by
21 these and other appropriate industry guidelines. It is now NANPA's responsibility to
22 supply competitively neutral number administration services and to ensure that all service
23 providers have equal and non-discriminatory access to telephone numbers.

24
25 Q. WHAT RESPONSIBILITIES DOES BELLSOUTH NOW HAVE WITH REGARD TO

1 THE ACTIVATION OF NXX CODES WITHIN ITS NETWORK?

2
3 A. BellSouth responded to CLEC concerns about accurate and timely activation of NXX
4 codes by establishing, effective May 15, 1998, its NXX activation Single Point of
5 Contact ("SPOC") to provide assistance to CLECs and Independent LECs. The NXX
6 SPOC processes requests for NXX activity coordination, and provides information
7 concerning BellSouth's architecture arrangements, assistance in trouble resolution for
8 code activation, and assistance in preparing the Code Request. If a CLEC or independent
9 LEC intends to interconnect directly with BellSouth, or if interconnection arrangements
10 with BellSouth are already in place, the CLEC or independent LEC should send to
11 BellSouth a courtesy copy of its Central Office Code Request in conjunction with the
12 submission of its CO Code Request to the NANPA (NeuStar). If the CLEC gives
13 BellSouth a copy of its Central Office Code Request, BellSouth is better able to activate
14 the Central Office Code in BellSouth's network.

15
16 Among other functions, the NXX SPOC coordinates the activation of CLEC NXX codes
17 and provides a trouble-reporting center for CLEC code activation. Since its
18 establishment in mid-1998, the NXX SPOC has operated successfully in keeping NXX
19 activation problems to a minimum. The NXX SPOC provides CLECs with a positive
20 report on the activation of all of the CLECs' NXX codes that are activated in BellSouth's
21 network. If requested by the CLEC, a written response is provided to the CLEC when
22 BellSouth's Complex Translations Group has provisioned the NPA/NXX in the
23 appropriate BellSouth switches and BellSouth has completed mechanized AMA testing
24 and validation. Since it began operation, BellSouth's NXX SPOC has tracked the
25 provisioning and testing of approximately 4,300 NXXs for facility-based CLECs and

1 Independent Telephone Companies. BellSouth has never charged CLECs or LECs for
2 NPA/NXX codes.

3
4 Q. WHAT INFORMATION DOES BELL SOUTH FURNISH TO NEUSTAR WITH
5 RESPECT TO NUMBER RESOURCES?

6
7 A. BellSouth furnishes certain data to NeuStar with respect to number resources. For
8 example, BellSouth provides the following: (1) Number Resource Utilization Forecast
9 (“NRUF”) Report – BellSouth prepares a NRUF Report and forwards it to NeuStar
10 pursuant to FCC directives. NeuStar uses the NRUF Reports from all carriers to estimate
11 when all NPAs will exhaust; (2) Part 1 CO Code Request Form and Months-To-Exhaust
12 Worksheet – when BellSouth requests a new CO code assignment for growth from
13 NeuStar CO Code Administration, BellSouth submits a Part 1 CO Code Request Form
14 and Months-To-Exhaust Worksheet that shows when the existing supply of telephone
15 numbers in the CO will exhaust; (3) Part 4 – New CO codes must be put to work within
16 six months of being or assigned or must be returned to NeuStar. BellSouth notifies
17 NeuStar that an NXX code has been put to work by furnishing NeuStar with a Part 4.

18
19 **CHECKLIST ITEM 10: ACCESS TO DATABASES AND ASSOCIATED SIGNALING**

20
21 Q. DESCRIBE BELL SOUTH’S COMPLIANCE WITH CHECKLIST ITEM 10.

22
23 A. This checklist item obligates BellSouth to provide:

- 24
25
- Nondiscriminatory access to databases and associated signaling necessary for call

1 routing and completion. 47 U.S.C. § 271(c)(2)(B)(x).

- 2 • Nondiscriminatory access to signaling networks and call-related databases. 47
3 C.F.R. § 51.319(e).

4
5 The FCC, in its *Second Louisiana Order*, found that BellSouth was in compliance with
6 this checklist item.

7
8 Q. GENERALLY DESCRIBE THE ACCESS BELL SOUTH PROVIDES TO ITS
9 DATABASES AND SIGNALING NETWORKS.

10
11 A. BellSouth employs the same relevant systems, processes, and procedures in Tennessee as
12 in Louisiana, which the FCC held were providing nondiscriminatory access to signaling
13 and call-related databases. BellSouth provides nondiscriminatory access to its signaling
14 networks, including Signal Transfer Points (“STPs”), Signaling Links, Service Control
15 Points (“SCPs”), LIDB, Toll Free Number Database, AIN Toolkit, and the AIN method
16 for Customized Routing. In addition, BellSouth also provides access to the LNP database
17 and the CNAM database.

18
19 BellSouth provides nondiscriminatory access to its call-related databases and associated
20 signaling as evidenced by the millions of queries that BellSouth’s call-related databases
21 have successfully handled for CLECs, IXC’s, and other ILEC’s. BellSouth provides
22 CLECs access to BellSouth’s signaling network either directly, or through third party
23 service providers, whichever the CLEC elects. BellSouth’s provision of the AIN method
24 for customized routing is described earlier in my testimony.

1 SIGNALING NETWORKS

2
3 Q. DESCRIBE THE ACCESS BELLSOUTH PROVIDES TO ITS SIGNALING LINKS
4 AND SIGNAL TRANSFER POINTS.

5
6 A. BellSouth provides nondiscriminatory access to its signaling network, including
7 Signaling Links and STPs on an unbundled basis. 47 C.F.R. § 51.319(e)(1)(i); *See*
8 NewSouth Agmnt., Att. 2, § 11.0. Signaling networks enable CLECs to send signals
9 between its switches (including unbundled switching elements), between its switches and
10 BellSouth's switches, and between its switches and those third party networks with which
11 BellSouth's signaling network is connected. BellSouth provides Signaling System 7
12 ("SS7") network service to CLECs for their use in furnishing SS7-based services to their
13 own end users or to the end users of another CLEC that has subtended its STP to the
14 signaling network of the interconnecting CLEC. *See* SGAT, § X. This arrangement
15 permits CLECs to use BellSouth's SS7 signaling network for signaling between the
16 CLECs' switches, between the CLECs' switches and BellSouth's switches, and between
17 the CLECs' switches and the networks of other parties connected to BellSouth's SS7
18 network. Because all unbundled switching elements are provided on switches that
19 BellSouth uses to provide service to its own customers, all signaling functions are
20 identical. 47 C.F.R. § 51.319(e)(1)(iii); *See* NewSouth Agmnt., Att. 2, § 11.

21
22 The Signaling Link between the CLEC's switch and BellSouth's STP is an unbundled
23 network element that CLECs can order by contacting their assigned account team
24 representative at BellSouth. The representative then arranges the set-up for the CLEC.
25 When a CLEC purchases unbundled switching from BellSouth, BellSouth will provide

1 access to its signaling network in the same manner as it provides such access for itself.

2
3 BellSouth's SS7 network provides dedicated two-way signaling links that interconnect
4 BellSouth's STP locations and CLEC's Signaling Points at Signaling-Point-of-Interface
5 ("SPOI") locations. SGAT, § X.A. The SS7 network consists of STP Port
6 Termination(s) for CLEC signaling and STP Interconnection Facilities (also called
7 Signaling Links). The port terminations consist of port connections operating at 56
8 Kilobits per second (56 Kbps) transmission facilities on BellSouth's STP. The STP
9 Interconnection Facility is the transmission facility that lies between the multiplexing
10 hub, which demultiplexes the CLEC's 56 Kbps transmission from DS1 transmission
11 facilities, and the STP port. 47 C.F.R. § 51.319(e)(1)(ii); See NewSouth Agmnt., Att. 2,
12 § 11.0.

13
14 STPs are signaling message switches that interconnect Signaling Links to route signaling
15 messages between switches and databases. CLECs may use BellSouth's SS7 signaling
16 network for signaling between their switches, between their switches and BellSouth's
17 switches, and between their switches and the networks of other parties connected to the
18 BellSouth SS7 network. STPs also provide access to other network elements connected
19 to the BellSouth SS7 network including: 1) BellSouth-provided local end office
20 switching or tandem switching; 2) BellSouth-provided SCPs or databases; 3) third-party
21 provided local end office switching or tandem switching; and 4) third-party provided
22 SCPs or databases. See NewSouth Agmnt., Att. 2, § 11.0;

23
24 Q. DOES BELL SOUTH PROVIDE SS7 NETWORK INTERCONNECTION?

1 A. Yes. SS7 Network Interconnection is the interconnection of the CLEC's local STPs and
2 CLEC's local end office or tandem switching systems with BellSouth's STPs. This
3 interconnection provides connectivity that enables the exchange of SS7 messages among
4 BellSouth's switching systems and databases, CLEC's local or tandem switching
5 systems, and other third-party switching systems directly connected to the BellSouth SS7
6 network. SS7 network interconnection provides CLECs with connectivity to all
7 components of the BellSouth SS7 network.
8

9 Q. IS ACCESS TO BELL SOUTH'S SIGNALING NETWORK AVAILABLE?
10

11 A. Yes. BellSouth's signaling service is available as evidenced by the fact that 13 CLECs
12 had directly connected to BellSouth's signaling network in Tennessee as of May 31,
13 2001. Additional facilities-based CLECs may obtain access to BellSouth's signaling
14 network as described above and in BellSouth's tariff (FCC No. 1). Because neither
15 BellSouth's switch nor STP distinguish between BellSouth's end users and the end users
16 of resellers, BellSouth does not know how many queries have been made to BellSouth's
17 databases from the end users of resellers.
18

19 CALL-RELATED DATABASES
20

21 Q. DESCRIBE THE CALL-RELATED DATABASES BELL SOUTH OFFERS ON AN
22 UNBUNDLED BASIS.
23

24 A. Section 51.319(e)(2)(ii) of the FCC Rules set forth certain call-related databases to which
25 BellSouth must offer access on an unbundled basis. Consistent with that rule, BellSouth

1 provides access to its LIDB, Toll Free Number database, Local Number Portability
2 database, CNAM database, Advanced Intelligent Network Services Feature database, as
3 well as the 911 and E911 databases. *See* SGAT § X.A.3.d.
4

5 Q. DOES BELLSOUTH PROVIDE ACCESS TO ITS SERVICE CONTROL POINTS?
6

7 A. Yes. A SCP is a specific type of network element where call related databases can reside.
8 SCPs deployed in a SS7 network execute service application logic in response to SS7
9 queries sent to them by a switching system also connected to the SS7 network. SCPs also
10 provide operational interfaces to allow for provisioning, administration and maintenance
11 of subscriber data and service application data. CLECs may use either Feature Group D
12 or SS7 signaling for interconnecting with BellSouth's network. *See* NewSouth Agmnt.,
13 Att. 2, §13.0.
14

15 Q. DESCRIBE THE ACCESS BELLSOUTH PROVIDES TO ITS LIDB DATABASE.
16

17 A. The LIDB is a transaction-oriented database accessible through Common Channel
18 Signaling ("CCS") networks such as BellSouth's SS7 network. It contains records
19 associated with end user line numbers and Special Billing Numbers. BellSouth's region-
20 wide LIDB processed more than 1.6 billion queries from CLECs and others during the
21 period from January 1997 through April 2001. Access to the LIDB is at present through
22 a third party "signaling hub" provider or IXC directly connected to BellSouth's signaling
23 network. LIDB queries are billed to the third party "signaling hub" provider or IXC, not
24 the CLEC. CLECs can access the LIDB database once the CLEC puts required signaling
25 links in place. *See* NewSouth Agmnt., Att. 2, § 13.4. Carriers may update customer

1 information contained in BellSouth's LIDB in substantially the same time and manner as
2 BellSouth's retail operations.

3
4 Q. DESCRIBE THE ACCESS BELL SOUTH PROVIDES TO ITS CNAM SERVICE.

5
6 A. CNAM service enables the called end user to identify the calling party by a displayed
7 name before the call is answered (often referred to as a "caller ID" service). BellSouth
8 will provide all requesting CLECs nondiscriminatory access to its CNAM Service
9 database. *See* NewSouth Agmnt., Att. 2, § 13.8. When a CLEC purchases unbundled
10 local switching from BellSouth, access to the CNAM database will be identical to that
11 used by BellSouth in the same switch. 47 C.F.R. § 51.319(e)(2)(iii).

12
13 The calling party's name, date, and time of the call are retrieved from the SCP database
14 and delivered to the end user's premises between the first and second ring for display on
15 compatible customer premise equipment. CNAM Service Query is BellSouth's service
16 that allows a CLEC to query BellSouth's Calling Name database.

17
18 When a CLEC operates its own switching center, access to the CNAM database is
19 obtained through the SS7 network. The CLEC accesses the SCP through the BellSouth
20 STP or by connecting the CLEC's STP to the BellSouth STP and then to the BellSouth
21 SCP. CLECs that deploy their own switching facilities are able to access BellSouth's
22 SS7 network for each of their switches through a signaling link between their switches
23 and BellSouth's STP in the same manner as BellSouth connects its own switches to the
24 STP. The same features, functions, and capabilities are available to the CLEC as are
25 available to BellSouth. 47 C.F.R. §51.319(e)(2)(iv).

1 Q. IS CNAM AVAILABLE TO CLECS?

2
3 A. Yes. As of July 1, 2001, BellSouth has over 100 CNAM database customers, consisting
4 of both CLECs and independent LECs, across BellSouth's nine-state region.
5

6 Q. DESCRIBE THE ACCESS BELL SOUTH PROVIDES TO ITS TOLL FREE NUMBER
7 AND NUMBER PORTABILITY DATABASE.
8

9 A. The SGAT and BellSouth's Authority approved agreements provide the terms and
10 conditions for nondiscriminatory access to BellSouth's Toll Free Number and Number
11 Portability Database. *See* NewSouth Agmnt., Att. 2, § 13.5. Access to the Toll Free
12 Number and Number Portability databases allows a CLEC to access BellSouth's Toll
13 Free Number and Number Portability databases for the purpose of switch query and
14 database response. The Toll Free Number database provides the CLEC information
15 required to determine the appropriate routing to a toll free number such as an 800 or 888
16 number.
17

18 The Number Portability database comes in two forms. The Routing service, which is a
19 default porting service (if a company does not sign up for a query service, it will
20 automatically use the Routing service to port calls) is available to any company and no
21 registration is necessary. The Query service is available to any company as well, but a
22 three-page form must be completed and returned to BellSouth. The differences between
23 the two services is that the query service is about one-fourth of the cost of the routing
24 service. No contracts are necessary for either service. Additional information on both
25 LNP database services is available at the following locations:

1 http://www.interconnection.bellsouth.com/products/vertical/LNP_Query.html; and
2 http://www.interconnection.bellsouth.com/products/vertical/LNP_Call_Routing.html.

3
4 When a CLEC purchases unbundled local switching from BellSouth, it has exactly the
5 same access as BellSouth to BellSouth's Toll Free Number and Number Portability
6 database. See NewSouth Agmnt., Att. 2, § 13.5.

7
8 BellSouth offers three different types of access to the BellSouth call related databases.
9 The first type of access allows a CLEC whose switches are SS7 capable to attach those
10 switches to BellSouth's STPs and then to the BellSouth call related databases. See
11 SGAT, § X.A.

12
13 The second option is for a CLEC whose switches are SS7 capable to attach those
14 switches to a third party's STPs. These STPs would be attached to BellSouth's STPs and
15 then to BellSouth's call related databases. See SGAT, § X.A. A CLEC can use Feature
16 Group D for calls using information retrieved from BellSouth's databases.

17
18 The third option allows access by a CLEC whose switches are not capable of supporting
19 SS7 protocols. I am not aware of any requests from CLECs for such access, no doubt
20 because the SS7 protocol has been used so extensively for many years that most, if not
21 all, modern switching systems are SS7-capable. However, should a CLEC make such a
22 request, BellSouth would respond using the BFR process.

23
24 All of the above features are available to a CLEC and its customers in the same manner
25 as provided by BellSouth to its own customers. When a CLEC operates its own

switching system, access to the databases will be obtained by using the SS7 network. 47
C.F.R. § 51.319(e)(2)(iv).

When a CLEC purchases unbundled local switching from BellSouth, the access to the
call related databases will be identical to that used by BellSouth in the same switch. 47
C.F.R. § 51.319(e)(2)(iii).

Q. IS BELLSOUTH SUCCESSFULLY PROVIDING ACCESS TO ITS TOLL FREE
NUMBER DATABASE?

A. Yes. BellSouth has offered independent LECs and other service providers access to its
Toll Free Number database for years. The necessary methods and procedures for
obtaining such access by CLECs are business as usual for BellSouth. Moreover, the
availability of these services is evidenced by the fact that, from January 1997 through
May 2001, CLECs and other service providers across BellSouth's nine-state region
completed approximately ten (10) billion queries to BellSouth's Toll Free Number
database. Additional facilities-based CLECs may obtain access to the database as
described in BellSouth's tariff (FCC No. 1). Assuming the appropriate signaling links
are in place, direct access to the database can be provided as determined through
negotiations.

Q. DESCRIBE THE ACCESS BELLSOUTH PROVIDES TO THE AUTOMATIC
LOCATION IDENTIFICATION/DATA MANAGEMENT SYSTEM ("ALI/DMS").

A. The ALI/DMS database contains end user information (including name, address,

1 telephone information, and sometimes special information from the local service provider
2 or end user) used to determine to which Public Safety Answering Point the call should be
3 sent. BellSouth offers CLECs a data link to the ALI/DMS database or permits CLECs to
4 provide their own datalinks to the database. *See* NewSouth Agmnt., Att. 2, § 13.6.

5
6 Q. DESCRIBE BELL SOUTH'S AIN NETWORK ARCHITECTURE.

7
8 A. AIN is a vendor-independent network architecture deployed by BellSouth that provides
9 capabilities for creation of custom telecommunications services that are invoked by SS7
10 messages (called "triggers") from a switch through the STP to a SCP database. AIN uses
11 distributed intelligence in databases to control call processing and manage network
12 information, rather than performing those functions at every switch. When a CLEC
13 purchases unbundled local switching from BellSouth, it has exactly the same access as
14 BellSouth to BellSouth's AIN.

15
16 AIN access provides CLECs the ability to create service applications utilizing
17 BellSouth's AIN and deploy those applications via the BellSouth Service Management
18 System ("SMS") in conjunction with BellSouth's SCPs. BellSouth provides access to its
19 AIN SCP, or databases, through its AIN Toolkit and AIN SMS Access services. These
20 services permit the CLEC to create and deploy AIN services on a BellSouth SCP using a
21 set of service creation tools provided by BellSouth. BellSouth uses these same tools to
22 create and deploy AIN services in exactly the same manner as is available to CLECs. As
23 set forth in BellSouth's SGAT, SMS access allows CLECs to provide AIN services from
24 either BellSouth switches or the CLEC's own switch. It also allows CLECs to create
25 service applications using BellSouth's AIN service creation tools and to deploy those

1 services using BellSouth's service management tools. CLECs will have the same access
2 to SMS as does BellSouth. *See* SGAT, § X.3.d.

3
4 Using BellSouth's AIN Toolkit, end user customers of the CLEC may also access
5 BellSouth-created AIN applications and/or CLEC-created AIN applications residing in
6 BellSouth's SCP via 1) unbundled local switching purchased from BellSouth, or 2) a
7 CLEC's own switch that is connected to BellSouth's SS7 network via the SS7 network
8 element. 47 C.F.R. § 51.319(e)(2)(iii), (iv) and § 51.319(e)(3)(C).

9
10 BellSouth has tested its AIN Toolkit, which provides a CLEC with the ability to create
11 and offer AIN-service applications to the CLEC's end users, as well as its AIN SMS
12 access, which provides a CLEC with access to the BellSouth-provided service creation
13 environment. The completion of test calls and the generation of billing records were part
14 of the testing process that completed March 31, 1997. The testing confirmed that service
15 orders flowed through BellSouth's systems properly and that accurate bills were
16 rendered.

17
18 BellSouth has made presentations to several CLECs interested in using AIN Toolkit to
19 develop AIN applications that would run via BellSouth's AIN, and thus on BellSouth's
20 switches. A CLEC that wishes to access BellSouth's AIN service creation tools (that is,
21 AIN Toolkit) for the first time could, however, do so in a matter of seven days provided
22 that the CLEC has an ISDN line and a personal computer.

23
24 BellSouth provides access to the SMS associated with each of the databases described
25 above in accordance with 47 C.F.R. §51.319(e)(3). This gives CLECs the same access as

1 BellSouth to develop and deploy AIN services using BellSouth's SMS. Requesting
2 CLECs receive the information necessary to format data and enter the data correctly into
3 the various databases using the associated SMS.
4

5 Q. DOES BELLSOUTH MAINTAIN ITS DATABASES IN ACCORDANCE WITH
6 SECTION 222 OBLIGATIONS?
7

8 A. Yes. All data in the above databases are maintained in accordance with §222 of the Act.
9 47 C.F.R. § 51.319(e)(2)(vi).
10

11 Q. WILL BELLSOUTH CONSIDER OTHER MEANS OF ACCESS TO ITS CALL-
12 RELATED DATABASES?
13

14 A. BellSouth will respond to requests for additional arrangements for access to call-related
15 databases and associated signaling facilities through the BFR process.
16

17 Q. PLEASE SUMMARIZE YOUR TESTIMONY ON CALL-RELATED DATABASES.
18

19 A. In summary, as required by 47 C.F.R. § 51.319(e), BellSouth provides unbundled,
20 nondiscriminatory access to its signaling networks, to its call-related databases used in
21 signaling networks for billing and collection or the transmission, routing or other
22 provision of telecommunications services, and to the associated SMS for each database.
23 Each database is accessed through BellSouth's STPs by a requesting CLEC in the same
24 manner and via the same signaling links to the database that are used by BellSouth itself.
25

1 Q. DESCRIBE BELL SOUTH'S PROVISION OF NONDISCRIMINATORY ACCESS TO
2 SERVICE MANAGEMENT SYSTEMS.

3
4 A. SMS is defined as a computer database or system not part of the public switched network
5 that, among other things: (1) interconnects to the SCP and sends to that SCP the
6 information and call processing instructions needed for a network switch to process and
7 complete a telephone call; (2) provides telecommunications carriers with the capability of
8 entering and storing data regarding the processing and completing of a telephone call.
9 BellSouth provides access to the SMS associated with each of the databases described
10 above in accordance with 47 C.F.R. § 51.319(e)(3). Requesting carriers are provided
11 with the information necessary to format data and enter it into the various databases using
12 the associated SMS. Carriers have the same access as BellSouth to develop AIN services
13 using SMS. All data in the databases described above is maintained in accordance with §
14 222 of the Act.

15
16 **CHECKLIST ITEM 11: SERVICE PROVIDER NUMBER PORTABILITY**

17
18 Q. DESCRIBE BELL SOUTH'S COMPLIANCE WITH CHECKLIST ITEM 11.

19
20 A. Section 271(2)(B)(xi) requires that BellSouth generally offer "until the date by which the
21 Commission issues regulations pursuant to section 251 to require number portability,
22 interim telecommunications number portability through remote call forwarding, direct
23 inward dialing trunks, or other comparable arrangements, with as little impairment of
24 functioning, quality, reliability, and convenience as possible. After that date, full
25 compliance with such regulations." BellSouth provides interim number portability in

1 accordance with these requirements. *See* Intermedia Agmnt., Att. 5, § 3.0. By the end of
2 first quarter 2000, more than 97.0 % of the access lines (approximately 26,316,000 lines)
3 served by BellSouth were LNP capable. By March 31, 2000, 177 of the 201 of the
4 BellSouth switches (88.1%) in Tennessee and 95.7% of the access lines in Tennessee
5 (1,560,873 access lines) were LNP capable. Due to recent BFR requests, all BellSouth
6 switches in Tennessee will be LNP capable by October 31, 2001. Therefore, BellSouth
7 continues to be in compliance with this checklist item.
8

9 Q. DESCRIBE BELLSOUTH'S INTERIM NUMBER PORTABILITY OFFER.
10

11 A. BellSouth offered interim number portability under the four methods which the FCC had
12 found to be technically feasible: (1) Remote Call Forwarding ("RCF") and Direct Inward
13 Dialing ("DID"); (2) Route Index-Portability Hub ("RI-PH"); (3) Directory Number-
14 Route Index ("DN-RI"); and (4) Local Exchange Routing Guide ("LERG")
15 Reassignment. BellSouth provides RI-PH as a comparable arrangement in provisioning
16 interim number portability.
17

18 BellSouth ported 47,754 lines in Tennessee using INP. However, as of June 30, 2001,
19 BellSouth had converted 46,150 (97%) of those lines to LNP. In its region, BellSouth
20 ported 117,010 numbers, of which 109,562 (94%) have been converted to LNP as of that
21 same date.
22

23 Q. DESCRIBE BELLSOUTH'S PERMANENT NUMBER PORTABILITY OFFER.
24

25 A. BellSouth has implemented permanent number portability in Tennessee in accordance

1 with FCC rules and as discussed further in the Affidavit of Dennis Davis, Attachment F.
2 As of March 31, 2000, BellSouth had equipped 177 out of 201 of its switches in
3 Tennessee accounting for over 97% of its lines with LNP capability. As of March 31,
4 2001, BellSouth has equipped in its nine-state region switches accounting for over 97%
5 of its access lines with LNP capability. This total includes all major marketing areas.
6 The remaining approximately less than 3% of network access lines in BellSouth's nine-
7 state region generally are located in rural areas not yet subject to competition. For the
8 less than 3% of access lines for which LNP is not at present available, INP will remain
9 available. As I mentioned earlier, work is underway to equip these remaining BellSouth
10 central offices for LNP by October 31, 2001.

11
12 Once long term number portability is implemented in a particular end office, BellSouth
13 and CLECs will withdraw interim number portability offers. The transition from interim
14 arrangements to permanent arrangements should be accomplished within 120 days.
15 BellSouth will not charge the CLEC for the conversion from interim to permanent
16 number portability.

17
18 As of June 30, 2001, BellSouth had ported 215,383 business directory numbers and 401
19 residence directory numbers in Tennessee using LNP. In its nine-state region, BellSouth
20 had ported 1,282,443 business and 160,994 residence directory numbers as of June 30,
21 2001, which confirms the availability of LNP.

22
23 Q. DESCRIBE THE MEANS BY WHICH CLECS' END USER CUSTOMERS MAY
24 OBTAIN VERIFICATION OR INTERRUPTION OF A TELEPHONE NUMBER
25 THAT HAS BEEN PORTED TO A CLEC SWITCH.

1 A. BellSouth has developed methods and procedures to be followed when customers want
2 verification or interruption of a conversation involving a telephone number that has been
3 ported to a CLEC's switch. There are two arrangements that a CLEC may elect: 1)
4 BellSouth provides operator call processing on behalf of the CLEC; and 2) the CLEC
5 provides its own operator call processing. When BellSouth handles the CLEC's operator
6 call processing, a verification trunk will be provisioned between the BellSouth operator
7 services platform and the CLEC's network. This will allow BellSouth's operator to
8 verify such a line in a CLEC switch at the request of either a BellSouth or CLEC end
9 user. When the CLEC handles its own operator call processing, a two-way inward
10 operator trunk (an operator to operator connection) will be jointly provisioned. This will
11 allow the BellSouth operator to contact the CLEC operator. The CLEC operator will
12 verify and/or interrupt the line, and report the condition to the BellSouth operator who
13 will, in turn, report the condition of the line to the end user. This arrangement will
14 likewise allow the CLEC operator to contact the BellSouth operator. The BellSouth
15 operator will verify and/or interrupt the line and report the condition to the CLEC
16 operator who will report the condition of the line to the CLEC's end user.

17
18 **CHECKLIST ITEM 12: LOCAL DIALING PARITY**

19
20 Q. DESCRIBE BELL SOUTH'S COMPLIANCE WITH CHECKLIST ITEM 12.

21
22 A. Checklist Item 12 obligates BellSouth to provide nondiscriminatory access to such
23 services or information as are necessary to allow the requesting carrier to implement local
24 dialing parity in accordance with the requirements of Section 251(b)(3). Rule 51.207
25 states that a LEC shall permit telephone exchange service customers within a local

1 calling area to dial the same number of digits to make a local call notwithstanding the
2 identity of the customer's or the called party's telecommunications service provider. The
3 FCC, in the *Second Louisiana Order*, found BellSouth in compliance with this Checklist
4 Item.

5
6 The FCC's *Second Report and Order*, ¶ 71 stated that local dialing parity also is achieved
7 through the implementation of the interconnection, number portability and
8 nondiscriminatory access to telephone number requirements of Section 251 of the Act.
9 As described earlier, BellSouth has implemented each of these items in accordance with
10 the Act.

11
12 BellSouth's interconnection arrangements do not require any CLEC to use access codes
13 or additional digits to complete local calls to BellSouth customers. Neither are BellSouth
14 customers required to dial any access codes or additional digits to complete local calls to
15 the customers of any CLEC. Further, end user customers of CLECs that have
16 provisioned those customers utilizing the UNE Platform ("UNE-P") will have available
17 to them local dialing plans in the same manner as BellSouth's retail customers. In
18 addition, BellSouth will not cause CLECs' local service customers to experience inferior
19 quality regarding post-dial delay, call completion rate and transmission quality as
20 compared to BellSouth's local service customers. *See* NewSouth Agmnt., Att. 3, § 5.0.
21 The interconnection of the BellSouth network and the network of the CLEC will be
22 seamless from a customer perspective, unless the CLEC chooses otherwise. While
23 BellSouth is unable to determine the full extent of CLEC dialing policies, BellSouth is
24 not aware of any complaints from CLEC customers that they are required to dial any
25 access codes or additional digits to complete local calls.

1 **CHECKLIST ITEM 13: RECIPROCAL COMPENSATION**

2
3 Q. DESCRIBE BELL SOUTH'S COMPLIANCE WITH CHECKLIST ITEM 13.

4
5 A. Reciprocal compensation arrangements are provided for in BellSouth's interconnection
6 agreements as well as through its SGAT. Reciprocal compensation is discussed further in
7 the testimony of John Ruscilli.

8
9 **CHECKLIST ITEM 14: RESALE OF THE INCUMBENT LEC'S RETAIL**

10 **TELECOMMUNICATIONS SERVICES AT A DISCOUNT**

11
12 Q. DESCRIBE BELL SOUTH'S COMPLIANCE WITH CHECKLIST ITEM 14.

13
14 A. Checklist Item 14 obligates BellSouth to make telecommunications services available for
15 resale in accordance with the requirements of sections 251(c)(4) and 252(d)(3).
16 Specifically, BellSouth is required to offer for resale at wholesale rates without
17 unreasonable or discriminatory conditions or limitations any telecommunications service
18 that the carrier provides at retail to subscribers who are not telecommunications carriers.
19 In the *Second Louisiana Order*, the FCC found that but for perceived deficiencies in
20 BellSouth's OSS systems, BellSouth makes telecommunications services available for
21 resale in accordance with sections 251(c)(4) and 252(d)(3). With respect to the offering
22 of services for resale, BellSouth continues to meet the requirements of this Checklist
23 Item. See NewSouth Agmnt., Att.1.

24
25 Q. ARE CLECS PURCHASING RESOLD SERVICES?

1 A. Yes. As of May 31, 2001, there were 213,441 “top 50” revenue producing services being
2 resold by CLECs in Tennessee while 3,157,586 were being resold throughout
3 BellSouth’s region. The table shown in Exhibit WKM-10, which is attached to my
4 testimony, identifies the service and the number of “top 50” service units being resold in
5 Tennessee and across the BellSouth region.

6
7 Other retail telecommunications services are likewise available for resale. Further
8 discussion of Checklist Item 14 is found in the testimony of John Ruscilli. Mr. Ruscilli
9 also addresses pricing of resold services in Tennessee in his testimony.

10
11 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

12
13 A. Yes.

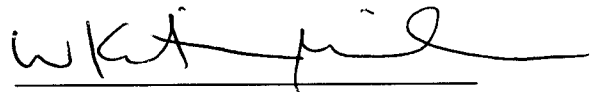
AFFIDAVIT

STATE OF GEORGIA

COUNTY OF FULTON

BEFORE, ME, the undersigned authority, duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared W. Keith Milner-Senior Director-Interconnection Operations, who being by me first duly sworn, deposed and said that:

He is appearing as a witness before the Tennessee Regulatory Authority in Docket No. 97-00309 on behalf of BellSouth Telecommunications, Inc., and if present before the Authority and duly sworn, his testimony would be as set forth in the annexed testimony consisting of 114 pages and 10 exhibit (s).


W. Keith Milner

SWORN TO AND
SUBSCRIBED BEFORE ME
this the 21st day
of July, 2001.


NOTARY PUBLIC

My Commission expires:

Notary Public, Cobb County, Georgia
My Commission Expires June 19, 2005

Exhibit No. WKM - 1

| VIRTUAL COLLOCATION DATA FOR TENNESSEE AND BELL SOUTH (BST) | | | | | | |
|---|------------|----|----|----|-----|-------------|
| BST Region | StatusCode | | | | | |
| STATE | AP | AR | FB | SA | SR | Grand Total |
| AL | | | | 8 | 1 | 9 |
| FL | | | 3 | 58 | 85 | 146 |
| GA | 1 | 1 | 11 | 3 | 92 | 108 |
| KY | | | 2 | | 2 | 4 |
| LA | | | | 1 | 16 | 17 |
| MS | | | | 1 | 5 | 6 |
| NC | 1 | | | 1 | 7 | 9 |
| SC | | | 1 | 3 | 10 | 14 |
| TN | | | 1 | | 18 | 19 |
| Grand Total | 2 | 1 | 18 | 75 | 236 | 332 |
| In Progress (BST) | 21 | | | | | |
| Complete (BST) | 311 | | | | | |
| TOTAL (BST) | 332 | | | | | |
| In Progress (Tennessee) - 1 | | | | | | |
| In Service (Tennessee) - 18 | | | | | | |
| BST Region | StatusCode | | | | | |
| CITY | AP | AR | FB | SA | SR | Grand Total |
| ACWORTH | | | | | 1 | 1 |
| ALBANY | | | | | 3 | 3 |
| ALPHARETTA | | | | | 2 | 2 |
| ANDERSON | | | 1 | 1 | 6 | 8 |
| ASHEVILLE | | | | | 1 | 1 |
| ATLANTA | 1 | 1 | 4 | 1 | 31 | 38 |
| AUGUSTA | | | | | 6 | 6 |
| BATON ROUGE | | | | | 1 | 1 |
| Baton Rouge | | | | | 8 | 8 |
| Birmingham | | | | | 1 | 1 |
| BOCA RATON | | | | | 2 | 2 |
| BOCO RATON | | | | | 1 | 1 |
| BUFORD | | | | | 1 | 1 |
| BURLINGTON | | | | | 1 | 1 |
| CHARLESTON | | | | | 2 | 2 |
| CHARLOTTE | 1 | | | | 2 | 3 |
| CHATTANOOGA | | | | | 3 | 3 |
| CLARKSTON | | | | | 2 | 2 |
| COCOA BEACH | | | | | 1 | 1 |
| COCOA | | | | | 2 | 2 |
| COLLEGE PARK | | | | | 1 | 1 |
| COLUMBIA | | | | | 5 | 5 |
| COLUMBUS | | | 1 | | 1 | 2 |
| CORAL GABLES | | | | | 2 | 2 |
| DAYTONA BEACH ORMOND BEACH | | | | | 1 | 1 |
| DEERFIELD | | | | | 1 | 1 |
| DEERFIELD BEACH | | | | | 1 | 1 |
| DULUTH | | | | | 1 | 1 |
| DUNWOODY | | | | | 1 | 1 |
| EAST POINT | | | | | 1 | 1 |
| FAYETTEVILLE | | | | | 1 | 1 |
| FORT LAUDERDALE | | | | | 7 | 7 |
| Franklin | | | | | 3 | 3 |
| FT LAUDERDALE | | | | | 3 | 3 |
| FT. LAUDERDALE | | | | | 1 | 1 |
| GAINESVILLE | | | | | 3 | 3 |
| Gallatin | | | | | 1 | 1 |
| GREENVILLE | | | 1 | | 2 | 3 |
| Hendersonville | | | | | 1 | 1 |
| HIALEAH | | | | | 2 | 2 |
| HLWD-PEMBROKE PINES | | | | | 1 | 1 |
| HOLLYWOOD | | | | | 8 | 8 |
| HOMESTEAD | | | 1 | | | 1 |
| HUNSTVILLE | | | | 1 | | 1 |
| HUNTSVILLE | | | | 1 | 1 | 2 |
| INDIAN CREEK | | | | | 1 | 1 |
| JACKSONVILLE | | | | 24 | 1 | 25 |
| KEY WEST | | | | | 1 | 1 |
| LAUDERDALE LAKES | | | | | 1 | 1 |
| LAWRENCEVILLE | | | | | 1 | 1 |
| Lebanon | | | | | 1 | 1 |
| LILHURN | | | | | 3 | 3 |
| LITHONIA | | | | | 1 | 1 |
| Louisville | | | 2 | | 2 | 4 |
| MADISON | | | | | 1 | 1 |
| MARIETTA | | | | | 5 | 5 |

| | | | | | | | | | | |
|----------------------|---|---|----|----|-----|-----|--|--|--|--|
| MELBOURNE | | | | 3 | | 3 | | | | |
| MIAMI | | | 1 | | 32 | 33 | | | | |
| MIAMI BEACH | | | | | 1 | 1 | | | | |
| MIAMI SPRINGS | | | | | 2 | 2 | | | | |
| MONROE | | | | | 1 | 1 | | | | |
| MONTGOMERY | | | | 2 | | 2 | | | | |
| NASHVILLE | | | 1 | | 2 | 3 | | | | |
| NORCROSS | | | 1 | | 6 | 7 | | | | |
| NORTH | | | 1 | | | 1 | | | | |
| NORTH DADE | | | | | 1 | 1 | | | | |
| NORTH MIAMI | | | | | 1 | 1 | | | | |
| NORTH MIAMI BEACH | | | | | 1 | 1 | | | | |
| ORLANDO | | | | 12 | 1 | 13 | | | | |
| PALM BEACH GARDENS | | | | | 3 | 3 | | | | |
| PALM BEACH-FEDERAL | | | | | 1 | 1 | | | | |
| PEACHTREE CITY | | | | | 1 | 1 | | | | |
| PEMBROKE PINES | | | | | 1 | 1 | | | | |
| PENSACOLA | | | | 4 | | 4 | | | | |
| PENSACOLA BELMONT | | | | 1 | | 1 | | | | |
| PENSACOLA FERRY PASS | | | | 1 | | 1 | | | | |
| PLANTATION | | | | | 2 | 2 | | | | |
| POMPANO BEACH | | | | | 2 | 2 | | | | |
| POWDER SPRINGS | | | | | 1 | 1 | | | | |
| RIVERDALE | | | | | 1 | 1 | | | | |
| Roswell | | | 2 | | 2 | 4 | | | | |
| SANDY SPRINGS | | | | | 1 | 1 | | | | |
| SAVANNAH | | | 1 | | 2 | 3 | | | | |
| SHREVEPORT | | | | | 5 | 5 | | | | |
| SMYRNA | | | 1 | | 7 | 8 | | | | |
| SPARTANBURG | | | | 2 | 1 | 3 | | | | |
| ST. AUGUSTINE | | | | 1 | | 1 | | | | |
| STOCKBRIDGE | | | | | 2 | 2 | | | | |
| SUNRISE | | | | | 1 | 1 | | | | |
| TUPELO | | | | | 1 | 1 | | | | |
| VALDOSTA | | | | | 1 | 1 | | | | |
| VERO BEACH | | | | 1 | | 1 | | | | |
| WEST MIAMI | | | | | 1 | 1 | | | | |
| West Palm Beach | | | | | 2 | 2 | | | | |
| WINSTON SALEM | | | | | 1 | 1 | | | | |
| WINSTON-SALEM | | | | 1 | 2 | 3 | | | | |
| MACON | | | | | 1 | 1 | | | | |
| MOBILE | | | | 2 | | 2 | | | | |
| DAYTONA BEACH | | | | 1 | | 1 | | | | |
| HEATHROW | | | | 1 | | 1 | | | | |
| ATHENS | | | | | 1 | 1 | | | | |
| NEW ORLEANS | | | | | 1 | 1 | | | | |
| LAFAYETTE | | | | 1 | | 1 | | | | |
| JACSON | | | | 1 | | 1 | | | | |
| JACKSON | | | | | 3 | 3 | | | | |
| VICKSBURG | | | | | 1 | 1 | | | | |
| Memphis | | | | | 6 | 6 | | | | |
| Grand Total | 2 | 1 | 18 | 75 | 236 | 332 | | | | |

| PHYSICAL COLLOCATION DATA FOR TENNESSEE AND BELL SOUTH (BST) | | | | | | | | | |
|--|------------|----|----|----|----|------------------------------|----------------------------|-----|-------------|
| BST Region | StatusCode | | | | | | | | |
| STATE | AP | AR | AS | EA | FB | FO | SA | SR | Grand Total |
| AL | | | | | | | 333 | 139 | 472 |
| FL | 10 | 3 | | | 18 | | 1300 | 85 | 1416 |
| GA | 22 | 3 | 2 | | 41 | 1 | 402 | 215 | 686 |
| KY | | | | | 2 | | 131 | 56 | 189 |
| LA | | | | | 3 | | 431 | 74 | 508 |
| MS | 1 | 4 | | 9 | 2 | | 124 | 31 | 171 |
| NC | 1 | | | | 10 | | 650 | 68 | 729 |
| SC | | | | | 11 | | 298 | 40 | 349 |
| TN | 1 | | | | 1 | | 482 | 189 | 673 |
| Grand Total | 35 | 10 | 2 | 9 | 88 | 1 | 4151 | 897 | 5193 |
| In Progress (BST) | 145 | | | | | In Progress (Tennessee) - 2 | Cageless (BST) - 3,243 | | |
| Complete (BST) | 5048 | | | | | In Service (Tennessee) - 671 | Cageless (Tennessee) - 428 | | |

| Count of StatusCode | StatusCode | | | | |
|--|------------|-----|-------------|-----|-------------|
| STATE | AP | FB | SA | SR | Grand Total |
| TN | 1 | 1 | 482 | 189 | 673 |
| Grand Total | 1 | 1 | 482 | 189 | 673 |
| | | | | | |
| COMPLETE (TENNESSEE) | | 671 | | | |
| IN PROGRESS (TENNESSEE) | | 2 | | | |
| TOTAL (TENNESSEE) | | 673 | | | |
| | | | | | |
| COMPLETE APPLICATIONS BY SPACE TYPE | | | | | |
| A-CAGED, C AND L - CAGELESS | | | | | |
| Count of SpaceType | SpaceType | | | | |
| StatusCode | A | C | L | V | Grand Total |
| AP | | 1 | | | 1 |
| FB | | | | 1 | 1 |
| SA | 196 | 1 | 285 | | 482 |
| SR | 47 | | 142 | | 189 |
| Grand Total | 243 | 2 | 427 | 1 | 673 |
| | | | | | |
| Complete Cageless (Tennessee) | | 428 | | | |
| | | | | | |
| COMPLETED PHYSICAL COLLOCATION APPLICATIONS BY CENTRAL OFFICES | | | | | |
| TENNESSEE | | | | | |
| Count of CENTRAL OFFICE | StatusCode | | | | |
| CENTRAL OFFICE | SA | SR | Grand Total | | |
| ATHNTNMA | | 1 | 1 | | 1 |
| CHTGTNBR | 13 | 2 | 15 | | 1 |
| CHTGTNDT | 9 | 2 | 11 | | 1 |
| CHTGTNHT | | 1 | 1 | | 1 |
| CHTGTNMV | 2 | 1 | 3 | | 1 |
| CHTGTNNS | 13 | 3 | 16 | | 1 |
| CHTGTNRB | 5 | 2 | 7 | | 1 |
| CHTGTNRO | 3 | 2 | 5 | | 1 |
| CHTGTNSE | 1 | 1 | 2 | | 1 |
| CLEVTNMA | 4 | 2 | 6 | | 1 |
| CLMATNMA | 2 | 3 | 5 | | 1 |
| CLTNTNMA | | 2 | 2 | | 1 |
| CLVLTNMA | 5 | 2 | 7 | | 1 |
| CRVLTNMA | 10 | 2 | 12 | | 1 |
| DKSNTNMT | 2 | | 2 | | 1 |
| DYBGTNMA | | 1 | 1 | | 1 |
| FKLNTNMA | 14 | 2 | 16 | | 1 |
| GALLTNMA | 6 | 2 | 8 | | 1 |

| | | | | |
|----------|----|---|----|---|
| GDVLTNMA | 7 | 4 | 11 | 1 |
| GTBGTNMT | | 2 | 2 | 1 |
| GTWSTNSW | 2 | | 2 | 1 |
| HDVLTNMA | 9 | 5 | 14 | 1 |
| JCSNTNMA | 3 | 2 | 5 | 1 |
| JCSNTNNS | 1 | 4 | 5 | 1 |
| KGTNTNMT | | 1 | 1 | 1 |
| KNVLTNBE | 10 | 5 | 15 | 1 |
| KNVLTNFC | 7 | 3 | 10 | 1 |
| KNVLTNMA | 14 | 6 | 20 | 1 |
| KNVLTNWH | 9 | 6 | 15 | 1 |
| KNVLTNH | 6 | 2 | 8 | 1 |
| LBNNTNMA | 6 | 3 | 9 | 1 |
| LNCYTNMA | | 2 | 2 | 1 |
| LRBGTNMA | | 1 | 1 | 1 |
| LXTNTNMA | | 1 | 1 | 1 |
| MAVLTNMA | 5 | 6 | 11 | 1 |
| MMPHTNBA | 12 | 6 | 18 | 1 |
| MMPHTNCK | 6 | | 6 | 1 |
| MMPHTNCT | 12 | 6 | 18 | 1 |
| MMPHTNEL | 12 | 5 | 17 | 1 |
| MMPHTNFR | 3 | 1 | 4 | 1 |
| MMPHTNGT | 13 | 5 | 18 | 1 |
| MMPHTNHP | 2 | | 2 | 1 |
| MMPHTNMA | 17 | 5 | 22 | 1 |
| MMPHTNMT | 13 | 4 | 17 | 1 |
| MMPHTNOA | 13 | 4 | 17 | 1 |
| MMPHTNSL | 13 | 5 | 18 | 1 |
| MMPHTNST | 9 | 2 | 11 | 1 |
| MMPHTNWW | 2 | 2 | 4 | 1 |
| MNCHTNMA | | 1 | 1 | 1 |
| MRBOTNMA | 14 | 6 | 20 | 1 |
| MRTWTNMA | 1 | 4 | 5 | 1 |
| MSCTTNMT | | 1 | 1 | 1 |
| NSVLTNAP | 13 | 3 | 16 | 1 |
| NSVLTNBH | 1 | | 1 | 1 |
| NSVLTNBV | 6 | 1 | 7 | 1 |
| NSVLTNBW | 15 | 2 | 17 | 1 |
| NSVLTNCD | 1 | | 1 | 1 |
| NSVLTNCH | 17 | 3 | 20 | 1 |
| NSVLTNDO | 20 | 2 | 22 | 1 |
| NSVLTNHH | 1 | | 1 | 1 |
| NSVLTNIN | 7 | 4 | 11 | 1 |
| NSVLTNMC | 10 | 2 | 12 | 1 |
| NSVLTNMT | 20 | 4 | 24 | 1 |
| NSVLTNST | 17 | 3 | 20 | 1 |
| NSVLTNUN | 16 | 4 | 20 | 1 |
| NSVLTNWM | 11 | 2 | 13 | 1 |
| NWPTTNMT | | 2 | 2 | 1 |
| OKRGTNMT | 6 | 3 | 9 | 1 |
| PLSKTNMA | | 1 | 1 | 1 |

| | | | | | |
|-------------|-----|-----|-----|--|----|
| SHVLTNMA | | 2 | 2 | | 1 |
| SMYRTNMA | 6 | 1 | 7 | | 1 |
| SPFDTNMA | 1 | 1 | 2 | | 1 |
| SVVLTNMT | 3 | 4 | 7 | | 1 |
| TLLHTNMA | 1 | 3 | 4 | | 1 |
| WNCHTNMA | | 1 | 1 | | 1 |
| Grand Total | 482 | 189 | 671 | | 75 |

Exhibit No. WKM - 2

LOOP CUTOVER PROCESS

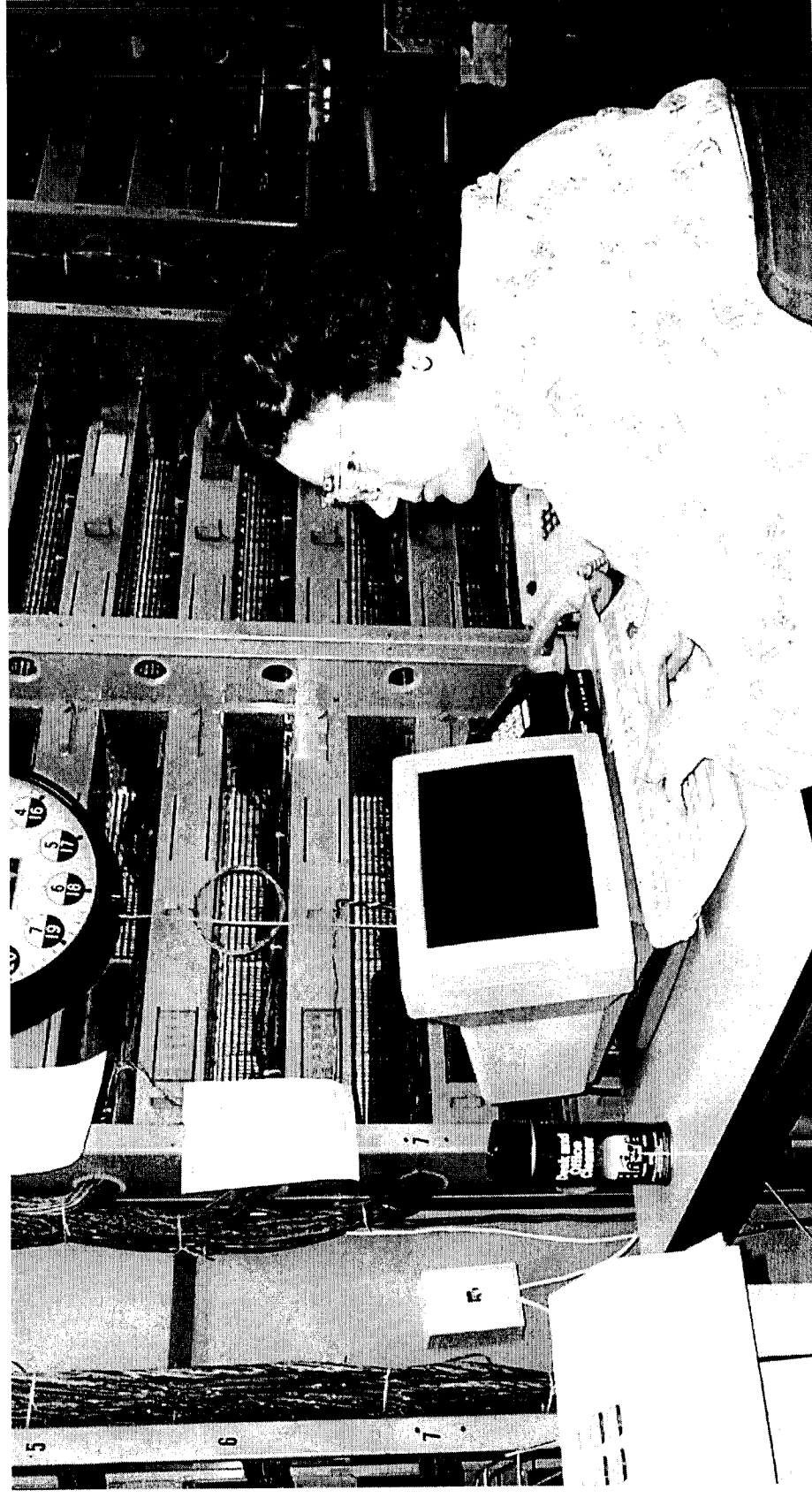
Step 1: Technician gets call to begin cutover. Asks for cable pair information.

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Exhibit WKM-2
Page 1 of 14



LOOP CUTOVER PROCESS

Step 2: Technician types in cable pair number to obtain order number.



LOOP CUTOVER PROCESS

Step 3: Technician retrieves copy of work order.



LOOP CUTOVER PROCESS

Step 4: Technician responds to UNE Center request to initiate overall cutover of service from BellSouth to CLEC.

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Exhibit WKM-2
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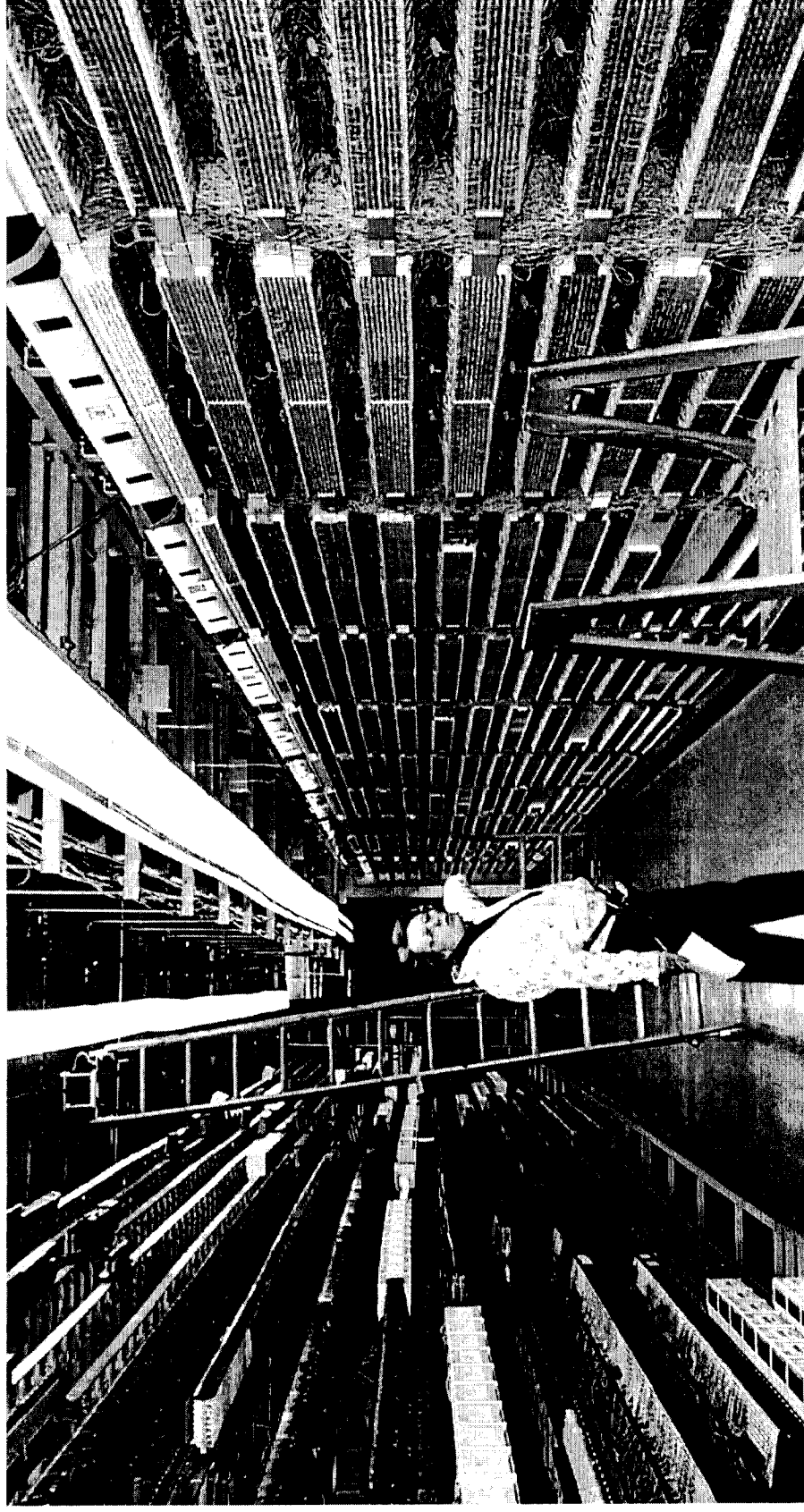
LOOP CUTOVER PROCESS

Step 5: Technician conducts ANAC test to verify that correct loop is being cutover.



LOOP CUTOVER PROCESS

Step 6: Technician walks along Main Distributing Frame to locate both ends of jumper to be cut.



LOOP CUTOVER PROCESS

Step 7: Technician locates precise location of jumper.



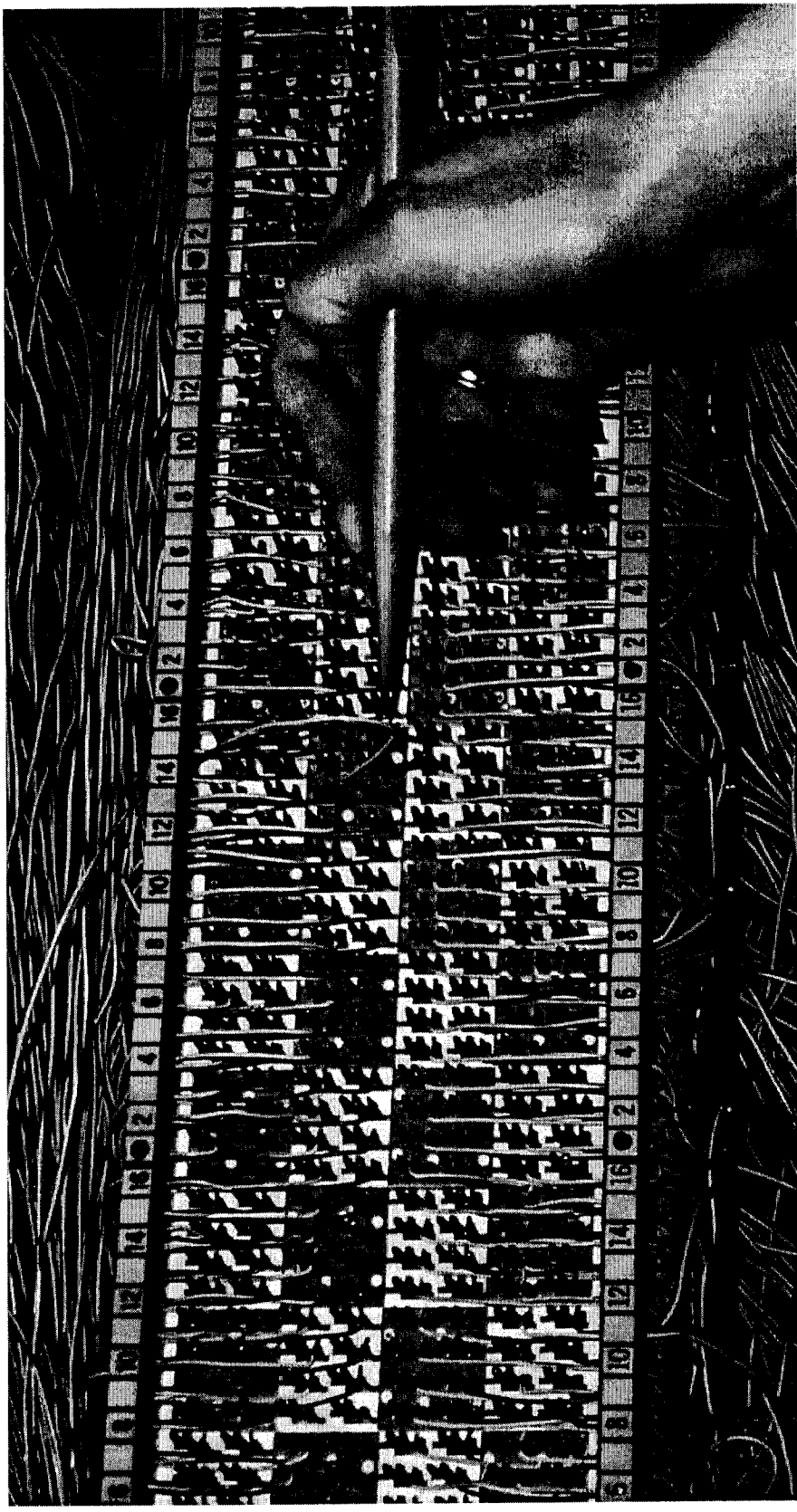
LOOP CUTOVER PROCESS

Step 8: Technician locates and removes end of jumper connected to the BellSouth cable pair.



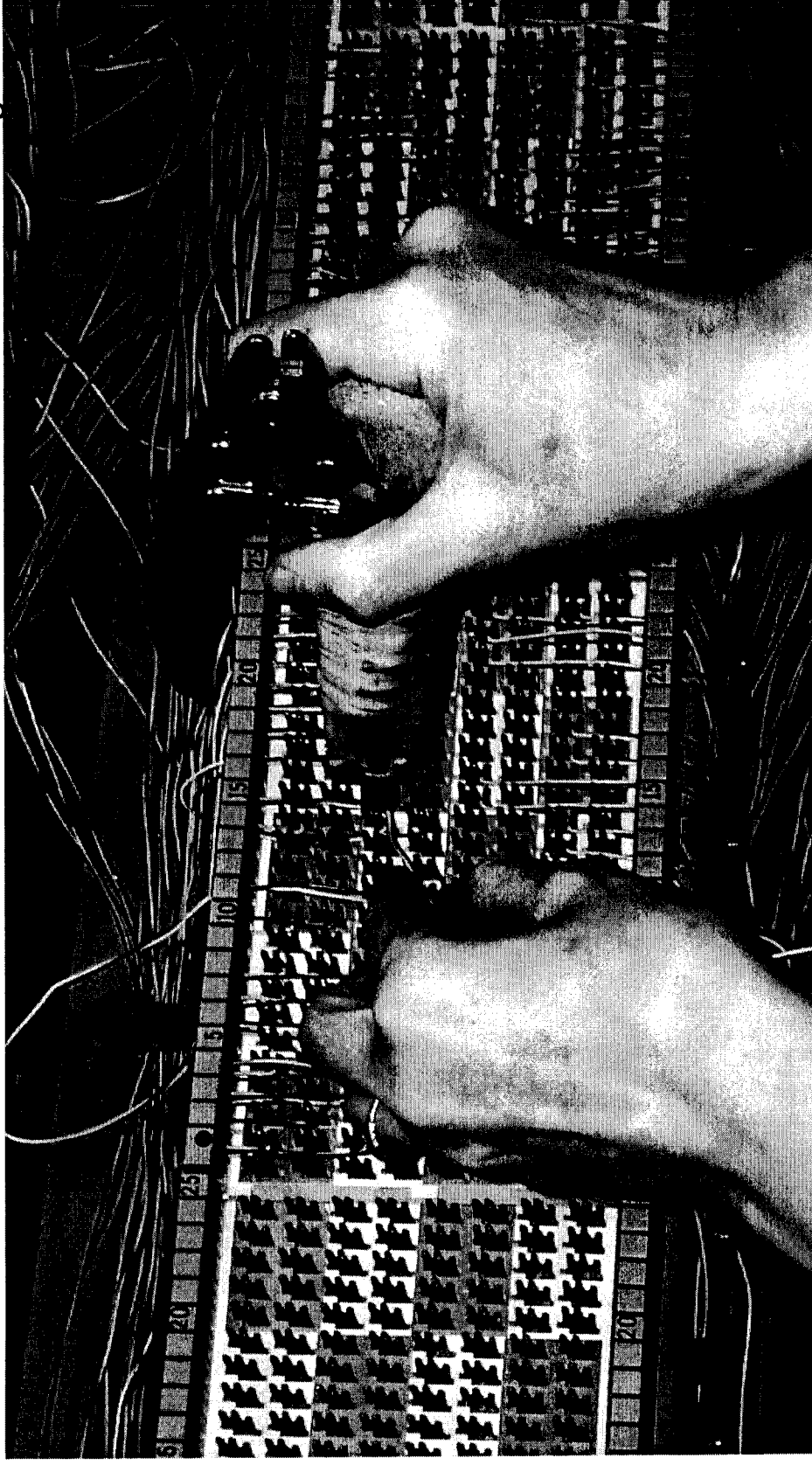
LOOP CUTOVER PROCESS

Step 9: Technician locates and removes end of jumper connected to the switching equipment.



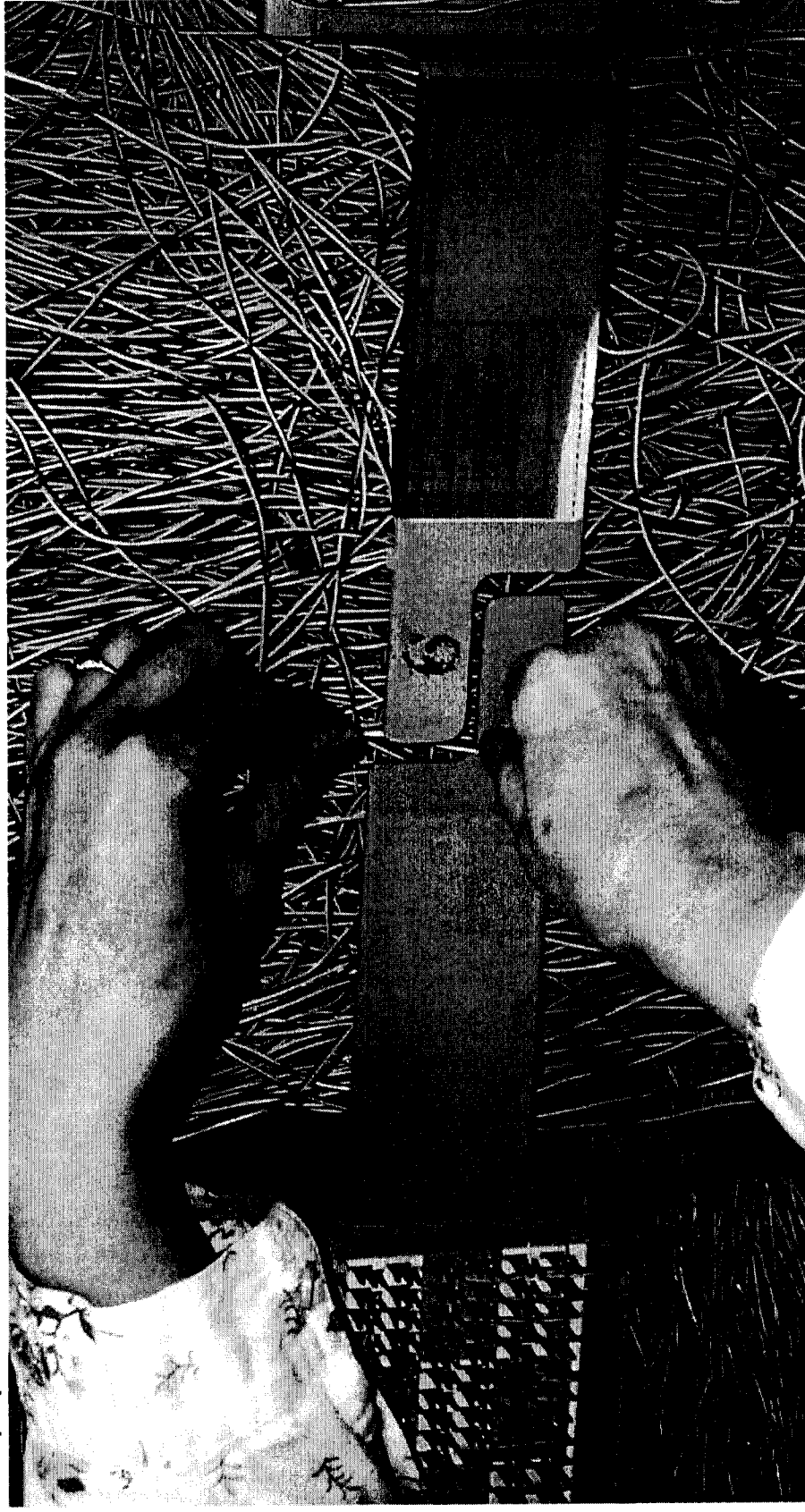
LOOP CUTOVER PROCESS

Step 10: Technician places new jumper on MDF.



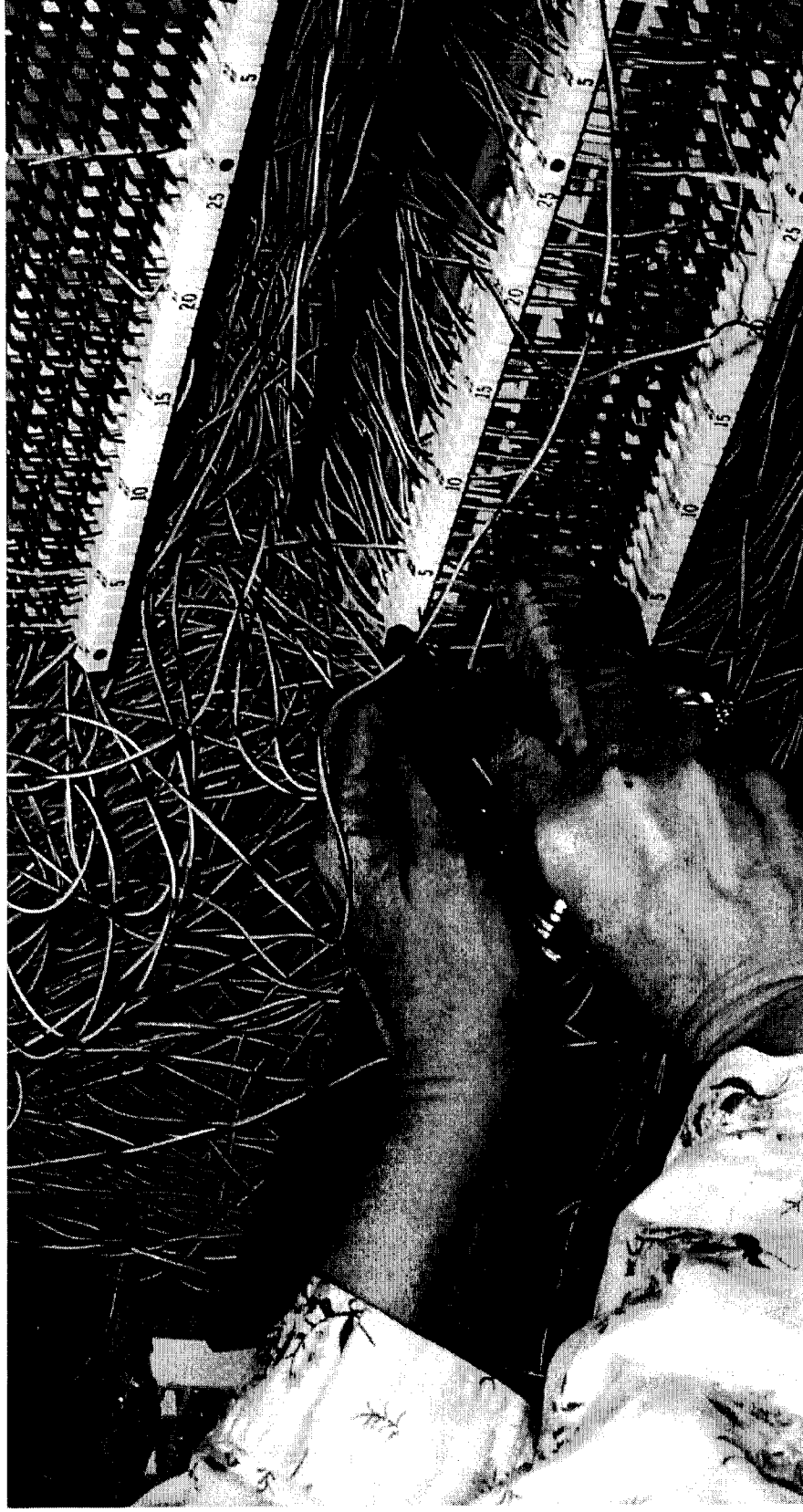
LOOP CUTOVER PROCESS

Step 11: Technician weaves wire through cable rack to reach tie cable to CLEC's collocation equipment.



LOOP CUTOVER PROCESS

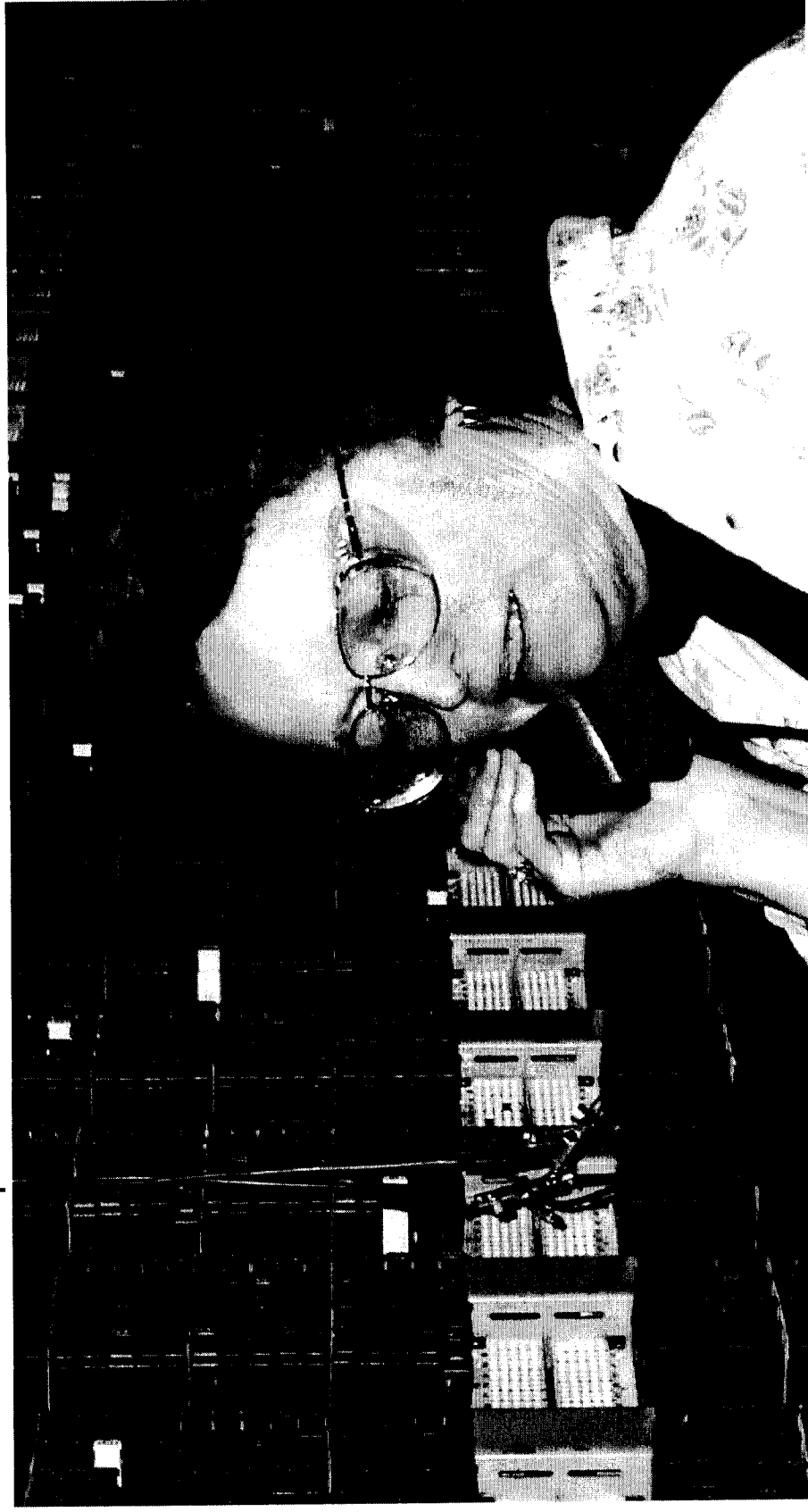
Step 12: Technician connects new jumper on frame to tie cables to CLEC equipment.



LOOP CUTOVER PROCESS

Step 13: Technician conducts ANAC test to verify that loop has been cut to correct CLEC switch port.

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LOOP CUTOVER PROCESS

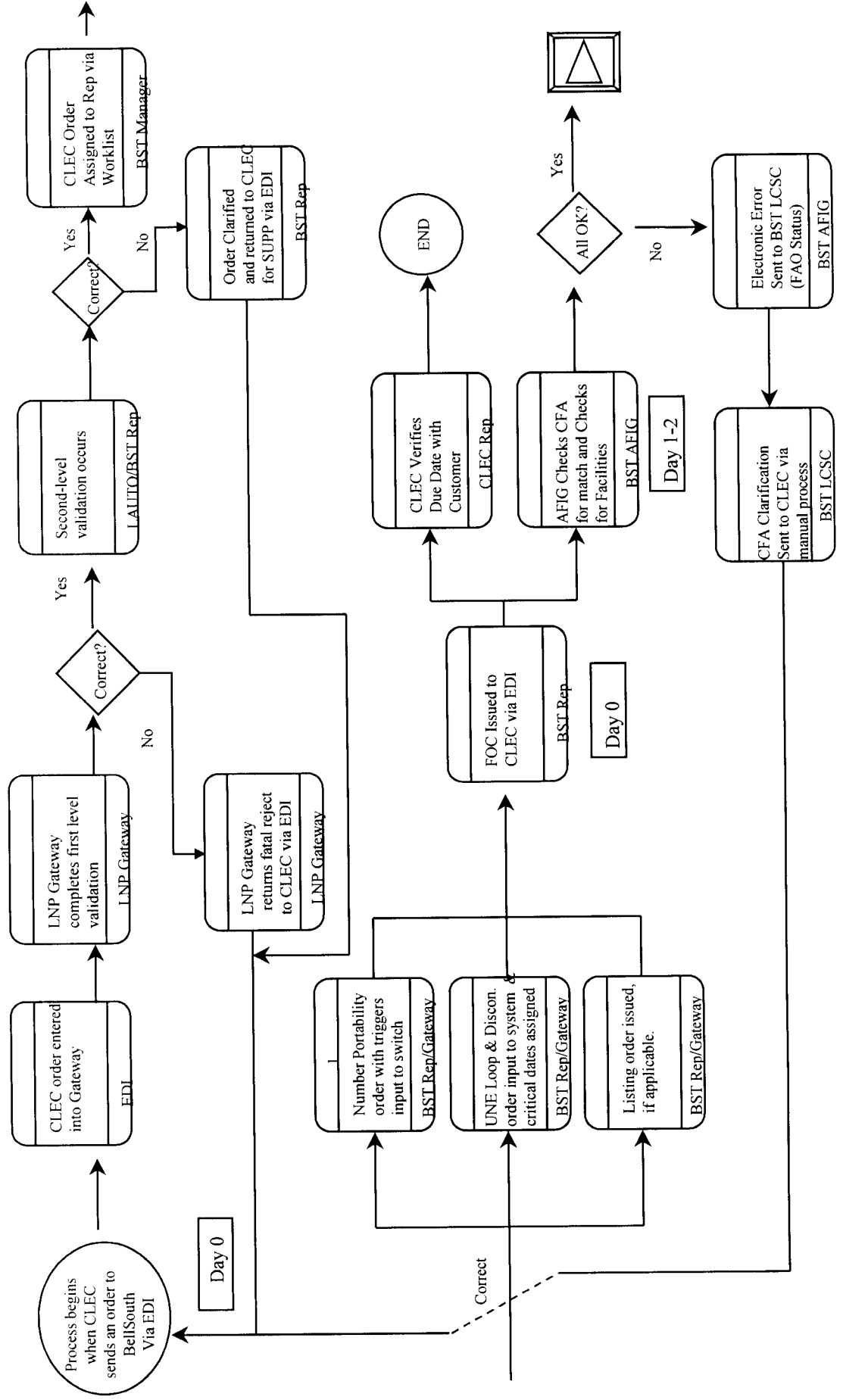
Step 14: Technician verifies cutover with CLEC, closes order, and notifies the UNE Center.



Exhibit No. WKM - 3

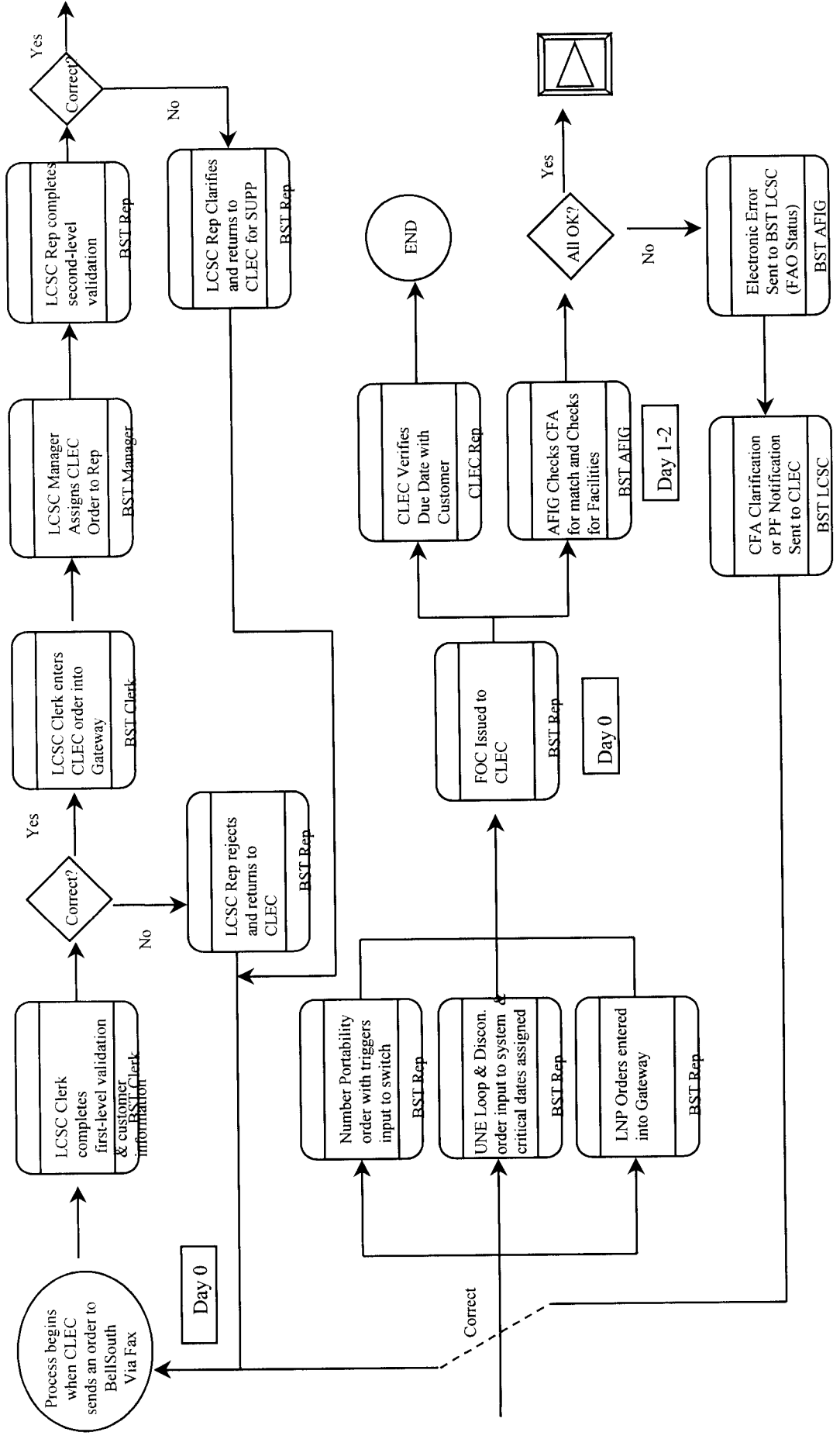
Coordinated Hot Cut Process

Assumptions: SL2 loop with LNP or XDSL loop with LNP also assumes for XDSL loops that a Loop make up has been processed either manually or electronically prior to submission of the LSR.. LNP Gateway communicates with NPAC.

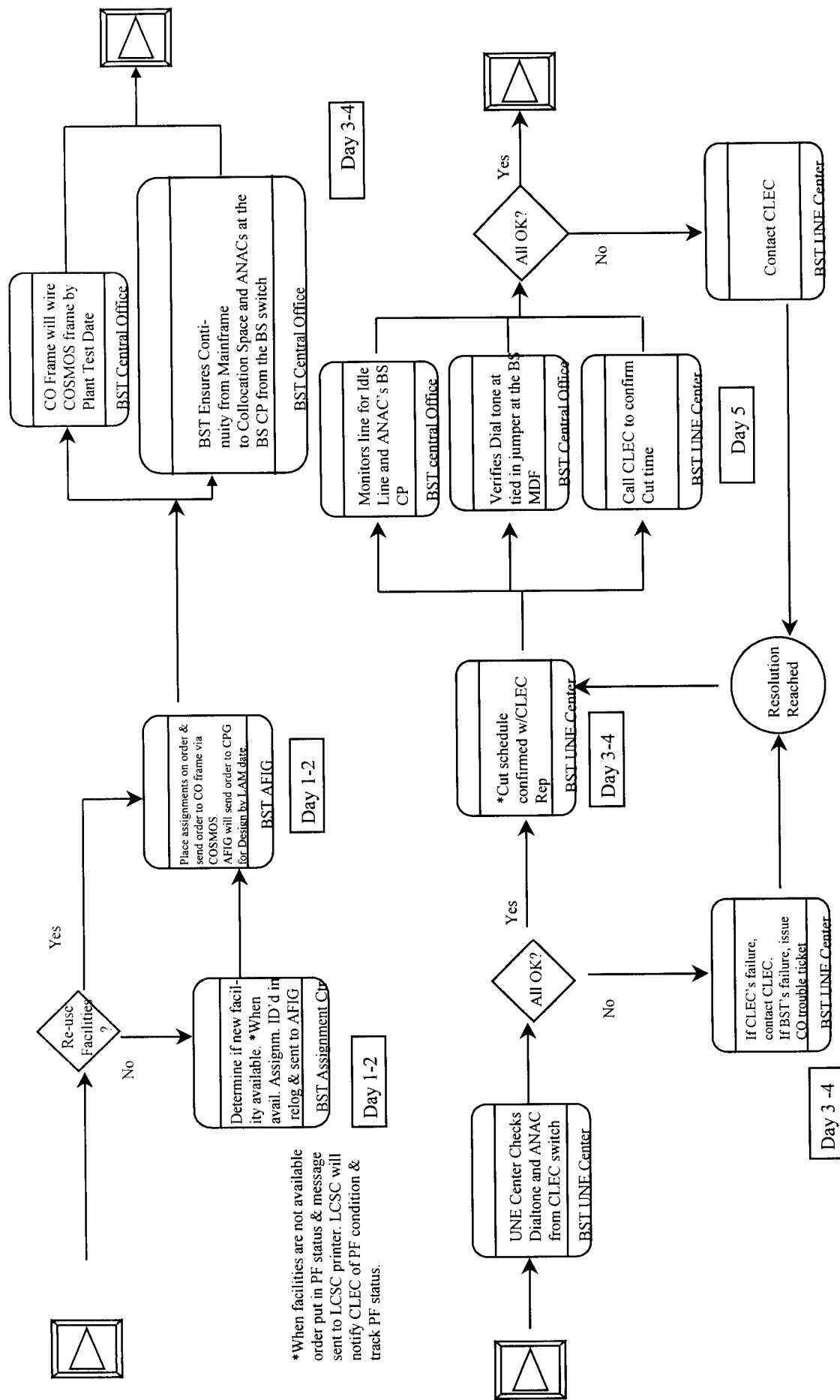


Coordinated Hot Cut Process

Issue 2,
4/18/00

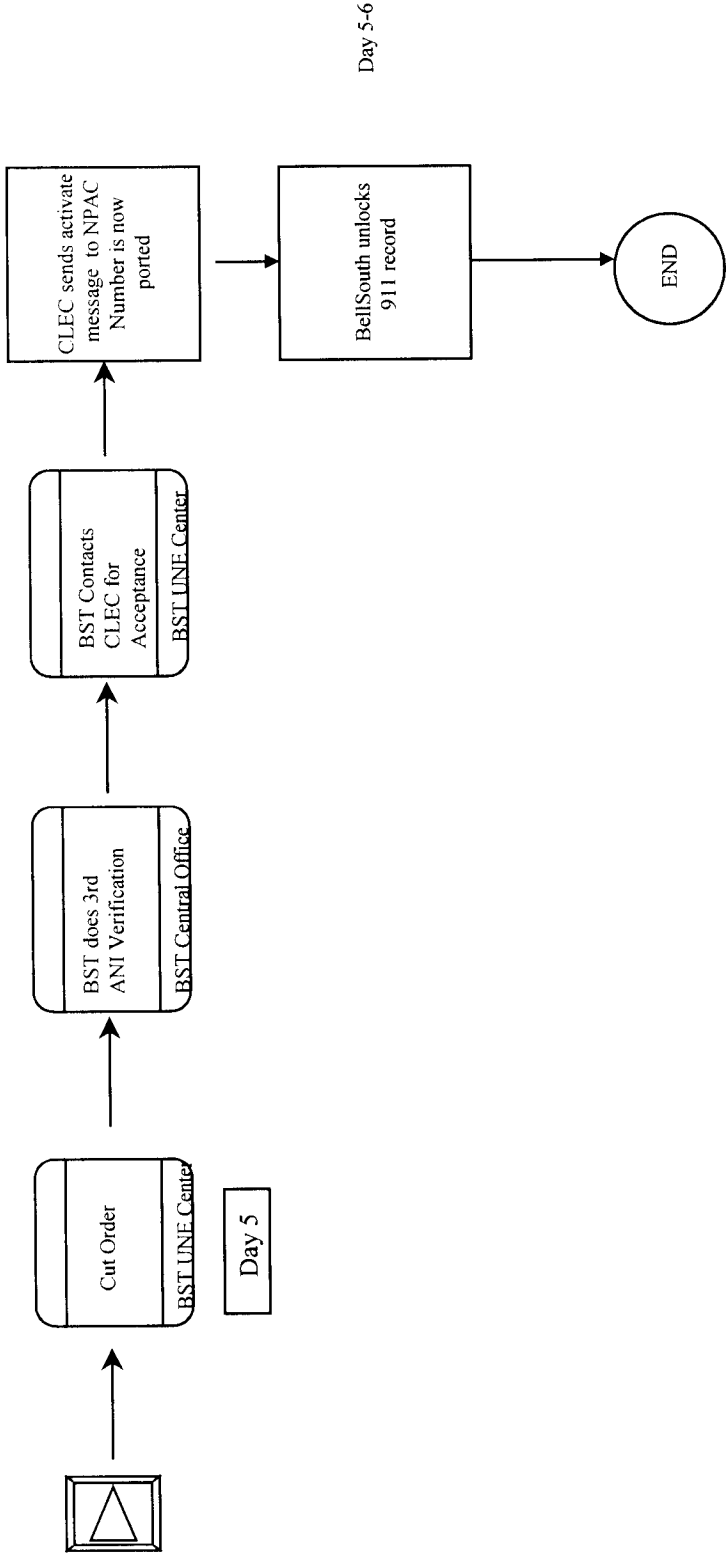


Coordinated Hot Cut Process



*When facilities are not available order put in PF status & message sent to LCSC printer. LCSC will notify CLEC of PF condition & track PF status.

Coordinated Hot Cut Process



The intervals depicted are business days and assume the order is transmitted and processed mechanically and or manually or electronically and requires manual handling, and received by the LCSC prior to 10 AM location time of the respective LCSC. Manual requests or requests requiring manual handling received after 10 AM, add 1 business day.

The LCSC is located in Bir/Atl

The AFIG is located in Tn

The UNE Center is located in Bir/Atl

The Co is located in Tn

The CPG is located in Tn

Exhibit No. WKM – 4a

Non-design Unbundled Voice Loops and Non-design Unbundled Sub-Loops UNE Center Procedures

Conversion Coordination

PRESERVICE: For coordinated UVL or USL conversions the UNE Center will contact the CLEC 24/48 hours prior to due date to confirm conversion date and time. Time specific requests by the CLEC is identified on the service order behind the OCSL USOC. The UNE center will hand off an appointment ticket within 48 hours prior to the Due Date, or as soon as possible upon receipt of the assignments on the order. Coordinated non time specific requests will be scheduled at the discretion of the UNE center and CLEC notified. Non coordinated SL1s will not have pre Due Date notification by the UNEC. Prior to the coordinated conversion the UNEC will check COSMOS for an ID jeopardy to ensure the CO is wired. If COMOS does not show the ID jeopardy, the UNEC will call the CO to determine pre-wiring status.

DUE DATE: For coordinated SL1 UVL conversions the UNEC will contact the CO. Handoff for a test assist ticket does not apply on SL1's. The UNEC will have the C.O. Tech access the existing BellSouth Cable and Pair at the cut point. The C.O. Tech will ANAC the BellSouth line to ensure the assignments on the order are correct. The UNEC and C.O. Tech will resolve any discrepancies. The UNEC will then have the C.O. Tech check for CLEC dialtone on all circuits at the cut point. CLEC dialtone must be present on all circuits for the conversion to continue. If the CO technician advises the UNEC that the line is in use, the UNEC will contact the CLEC for assistance. At the direction of the CLEC, the conversion will either be initiated or the order will be placed in an MA status per the UNEC SD/MA policy.

- CLEC will be notified on due date of conversion. If contact is unsuccessful, conversion will proceed at appropriate time.
- If CLEC dialtone is present, continue to next paragraph.
- If dialtone is not present at the cut point for any one of the circuits, have the C.O. Tech go the C.O. demarcation point (Collocation Cable and Pair) and test for CLEC dialtone.
 - ◆ If dialtone is present at the demarcation point have the C.O. Technician isolate and clear the wiring trouble in the C.O. Redo this work step.
 - ◆ If dialtone is not present at the demarcation point, the C.O. Technician will inform the UNEC. The UNEC will inform the CLEC and give the CLEC 15 minutes to correct the problem.
 - If the CLEC can correct the problem in the allotted time, repeat this work step.
 - If the CLEC cannot correct the problem in the allotted time, the UNEC will call off the conversion and place the order into a MA status according to the UNEC SD/MA policy.

When CLEC dialtone has been verified the cut will begin. The UNEC will start the Coordinated

Cut Scheduling System (CCSS) conversion timer as appropriate. After the C.O. Tech advises the UNEC the cutover has been completed the UNEC will stop the CCSS conversion timer. Have the C.O. Tech go to the end user side of the cut point. Then use the CLEC ANAC code, to ANAC the UVL. Note the CLEC number and match against the CLEC telephone number associated with the UVL on the cut sheet.

- If the numbers match, continue on to next work step.
- If the numbers are different, have the C.O. Tech isolate and clear the trouble. After the trouble has been resolved redo this step.
- If the numbers are different, but no BellSouth trouble can be isolated and cleared, inform the CLEC that they may have a potential translations problem in their switch. There are certain types of legitimate end-user services where the telephone number you call to reach that end-user, and the telephone number you hear when you ANAC the circuit will be different. The CLEC will have to determine if this is the cause of the ANAC mismatch. An example of when this will occur is with terminals within a Multiline Hunt Group (MLHG). Usually the terminals in the MLHG will ANAC the Main Telephone Number assigned to terminal one (1) in the group.

Notify the CLEC of the completed conversion.

Upon CLEC acceptance the associated service orders will be completed in WFA and SOCS. For coordinated USL conversions, the UNEC will wait for the outside technician to get to the crossbox or equipment room. The UNEC should have the FWG Tech ANAC the BellSouth pairs prior to conversion to verify assignments. CLEC dialtone will also be verified prior to the conversion. The CLEC will then be advised that the cut will begin. The UNEC will document the conversion time in CCSS as appropriate. Upon CLEC acceptance the associated service orders will be completed in WFA and SOCS.

DUE DATE: SL1 UVL non coordinated conversion due date activities for the UNE Center require only post conversion notification to the CLEC and tracking for network order completion. The UNEC will be notified of order completion by EnDI and the UNEC will place a notification call to the CLEC. The UNEC will follow up on any order pending completion as of 2:30 PM on the due date. The UNE Center will escalate all pending orders to the WMC in order to meet the service due date. The UNE Center will also be the CLEC point of contact for any SL1 non coordinated order provisioning issue. The UNE Center will complete or validate completion of the service order after CLEC notification.

Exhibit No. WKM – 4b

Designed 2 Wire Loop and Ground Start - Unbundled Voice Loop UNE Center Procedures

Testing

Pre-Service Testing Requirements for Due Date

Once wiring steps have posted complete in WFA/DI, perform all pretesting that is applicable. It is very important that continuity has been verified from the interface facility of the CLEC to the main frame of the Unbundled Loop. The UNEC should validate via dial tone verification test if test points are available. If test points are not available the UNEC will hand off to the CO for a test assist. The UNEC must TEST, TRACK, and ESCALATE until all pre-work has been completed. The CLEC will be contacted 24 to 48 hours prior to DD to confirm conversion schedule. The UNEC will attempt to handoff an appointment ticket (work-type AP) within 48 hours of the DD, or as soon as possible upon receipt of the engineering WORD document.

Check in WFA/C RO field of the OSSOI screen or behind the RRSO FID of the SOCS order for any other related order activity.

Testing Requirements for Due Date

The UNEC tech will handoff an immediate test assist ticket, Work Type IA, to the C.O. The UNEC will then call the C.O. If the handoff goes to the toll group in the C.O. and the toll group does not do these conversions it is the responsibility of the C.O. Toll Tech to get this handoff to the correct person in the C.O. It is not the responsibility of the UNEC to handoff to the frame. The C.O. Tech will show the work time taken to complete the conversion against this test assist ticket.

The CLEC will be notified on the due date of conversion. If contact attempt is unsuccessful, the conversion will proceed at the appropriate time.

For the existing service on the disconnect order, have the C.O. Tech go to BellSouth Cable Pair, pull BellSouth dial tone and ANAC the cable pair and verify that the exiting service on the D order is working to the documented assignments.

- If the existing service is working as documented, continue on to next paragraph.
- If the existing service is not working as assigned, the C.O. Tech will resolve the assignment error. Then redo this workstep.
- If the existing service is in a trouble condition the C.O. Tech will resolve the trouble. Then redo this workstep.

Have the C.O. Tech go to the cut point for Unbundled Loop. Have the C.O. tech check for CLEC dialtone on each of the circuits on the service order.

CLEC dialtone must be on all circuits on an order for the conversion to continue. If the CO technician advises the UNEC that the line is in use, the UNEC will contact the CLEC for assistance. At the direction of

the CLEC, the conversion will either be initiated or the order will be placed in an MA status per the UNEC SD/MA policy..

- If dialtone is present at the cut point for each circuit, have C.O. tech begin the conversion. Start the CCSS timer for the conversion, and proceed to the next paragraph.
- If dialtone is not present at the cut point for any one of the circuits, have the C.O. Tech go to the C.O. demarcation point (Collocation Cable and Pair) and test for CLEC dialtone.
 - ◆ If dialtone is present at the demarcation point have the C.O. Technician isolate and clear the wiring trouble in the C.O. Redo this workstep.
 - ◆ If dialtone is not present at the demarcation point, the C.O. Technician will inform the UNEC. The UNEC will inform the CLEC and give the CLEC 15 minutes to correct the problem.
 - If the CLEC can correct the problem in the allotted time, repeat this workstep.
 - If the CLEC cannot correct the problem in the allotted time, the UNEC will call off the conversion and place the order into a MA status according to the UNEC SD/MA policy.

On cutovers that use new facilities, the cut point may be at the F2 facility or at the Network Interface. **It is very important on Network Interface Cut points, that the existing Network Interface is reused.**

Have the Field Work Group (FWG) Tech prior to conversion, go to the cut point pull BellSouth dial tone and ANAC the cable pair and verify that the existing service on the D order is working to the documented assignments.

- If the existing service is working as documented continue to next paragraph.
- If the existing service is not working as assigned, the FWG tech will resolve the assignment error. After the assignment error has been resolved, have the FWG redo this workstep.
- If the existing service is in a trouble condition the FWG tech will resolve the trouble. After the trouble condition has been resolved, redo this workstep.

Have the Field Work Group (FWG) Tech check each circuit on the order for CLEC dialtone. CLEC dialtone must be present on all circuits on the service order to proceed with the conversion.

- If CLEC dialtone is present on all circuits, have the FWG Tech begin the conversion. Start the CCSS timer, and proceed to the next paragraph.
- If CLEC dialtone is not present on all circuits, the UNEC will coordinate the FWG Tech and a C.O. Tech in determining if CLEC dialtone is present at the C.O. demarcation point (CLEC Cable and Pair).
 - ◆ If dialtone is present at the demarcation point, have the C.O. and FWG Techs isolate the wiring trouble and repair. Repeat this work step.
 - ◆ If dialtone is not present at the demarcation point, the C.O. Technician will inform the UNEC. The UNEC will inform the CLEC and give the CLEC 15 minutes to correct the problem.
 - If the CLEC can correct the problem in the allotted time, repeat this work step.
 - If the CLEC cannot correct the problem in the allotted time, the UNEC will call off the conversion and place the order into a MA status according to the

the UNEC SD/MA policy.

Due to contract negotiations the CLECs have the opportunity to specify a time window for the cutover. The negotiated time for conversion must be met. Failure to do so could result in rebating the non-recurring service order charges back to the CLEC based on contract language.

After the cutover is complete have the C.O. Tech/FWG Tech go to the end user side of the cut point. Then use the CLEC ANAC code, to ANAC the UVL. Note the CLEC number and match against the CLEC telephone number associated with the UVL on the cut sheet.

- If the numbers match, continue on to next workstep.
- If the numbers are different, have the C.O. Tech/FWG Tech isolate and clear the trouble. After the trouble has been resolved redo this step.
- If the numbers are different, but no BellSouth trouble can be isolated and cleared, inform the CLEC that they may have a potential translations problem in their switch. There are certain types of legitimate end-user services where the telephone number you call to reach that end-user, and the telephone number you hear when you ANAC the circuit will be different. The CLEC will have to determine if this is the cause of the ANAC mismatch. An example of when this will occur is with terminals within a Multiline Hunt Group (MLHG). Usually the terminals in the MLHG will ANAC the Main Telephone Number assigned to terminal one (1) in the group.

After the CO technician advises the UNEC that the cutover has been completed, the UNEC will stop the CCSS conversion timer and notify the CLEC of the completed conversion

Exhibit No. WKM – 4c

- 9.0 CENTRAL OFFICE UNBUNDLED LOCAL LOOPS PROVISIONING JOB AID
- 9.1 **SL2 Unbundled Loop Design Circuits**
- 9.2 All designed circuits will be manually coordinated by the UNE Center
2 WFA/DI Tickets Issued
PSA Ticket to provision TIRKs Circuits
LNP or UNE Ticket to provision the COSMOS Circuits
- 9.3 **UNE** tickets will consist of orders with all facilities in a Spare Pending Connect Status. These orders may be wired, tested, and completed prior to the order Due Date. Presence of CLEC Dial Tone or Signaling is not required. A cross office continuity test must be preformed. The WFA/DI tickets must be completed 100%. The 'Start Date & Time' fields must be populated prior to WFA/DI ticket completion.
- 9.4 **LNP** tickets consist of orders reusing the BellSouth Cable Pairs (CP). These circuits must be wired (made ready at the BellSouth CP) and a cross office continuity test performed from the CLEC demarcation point (POT) to the tied in jumper at the BellSouth CP on or before WOT date. If this is a voice grade circuit, the BellSouth line should be ANAC'd to insure Database integrity. If the TN that is ANAC'd and the TN in COSMOS do not match, the Central Office (CO) will place this order in A1 jeopardy with a remark noting the actual working TN on that Cable Pair.
- 9.5 PSA ticket with a WOT step should be completed 100%.
- 9.6 LNP ticket should be completed 100%.
- 9.7 UNE Center will issue a SPLAP (work code of NT) ticket notifying CO of cut 48 hours prior to due date. For a non-attended office or outside of normal business hour cuts, the CO technician should notify the Network Manager and complete ticket 100%. The TIRKS engineering is not always available 48 hours prior to due date so the UNE Center will issue the appointment ticket as soon as the engineering is available.
- 9.8 UNE Center will issue a SLPIA ticket and call the CO to cut the circuits.
- 9.9 CO will advise UNE Center to Hold and proceed to cut location (BellSouth CP).
- 9.10 If voice grade circuit, CO will test for CLEC Dial Tone (DT) at tied in jumper.

- 9.11 If No Dial Tone (NDT), CO will go to Demarcation point (POT) and test for CLEC DT. If CLEC DT is not present, CO will remove the bridging clips, wait 2 minutes, and retest on CLEC side. When NDT condition exists from CLEC equipment, CO will advise UNE Center of specific CLEC CP that NDT condition is on. If a multi-line order, no cuts will be made if NDT condition exists on one or more circuits.
- 9.12 If CLEC DT is present at tied in jumper, CO will monitor the BellSouth line. If the line is idle, CO will ANAC the BellSouth TN. When the line is not idle, CO will notify the UNE Center that the conversion can not continue and the UNE Center will direct further activities. If the BellSouth TN does not match the Service Order, CO will locate the correct CP. When CLEC DT is present on the tied in jumper and the BellSouth TN is ANAC'd, CO will advise UNE Center that they are ready to begin the conversion. CO will remove jumper from BellSouth Cable Pair and terminate tied in jumper. CO will ANAC the line and report the CLEC TN to UNE Center. CO will remain on line with UNE Center until CLEC has accepted circuit.
- 9.13 If DDS grade circuit, CO will test for proper Signaling at tied in jumper.
- 9.14 If No Signaling (NS), CO will go to Demarcation point (POT) and test for CLEC Signaling. When NS condition exists from CLEC equipment, CO will advise UNE Center of specific CLEC CP that NS condition is on. If a multi-line order, no cuts will be made if NS condition exists on one or more circuits.
- 9.15 If Signaling is present at tied in jumper, CO will advise UNE Center that they are ready to begin the conversion. CO will remove jumper from BellSouth Cable Pair and terminate tied in jumper. CO will advise UNE Center when all circuits have been cut. CO will remain on line with UNE Center until CLEC has accepted circuit.
- 9.16 When UNE Center advises CO that CLEC accepted circuit, the CO will complete the SLPIA ticket 100%.

NOTE 1: If Unbundled DS1 Loops (Hicap), the WFA/DI tickets will be SPAH for provisioning, HISAP for the appointment ticket, and HISPIA for the cut.

NOTE 2: The industry standard ANAC number is 800-223-1104. If this number does not work contact the UNE Center and have them acquire the CLEC's ANAC number.

10.0 CENTRAL OFFICE UNBUNDLED LOCAL LOOPS PROVISIONING JOB
AID

10.1 **SL1 Unbundled Loop Non-Designed Circuits with a Frame Due Time (FDT) of 9:00pm**

- 10.2 Non-designed circuits with a FDT of 9:00pm (Circuit ID of TYNU) will be voice grade circuits and will be manually coordinated by the UNE Center. A single WFA/DI ticket (LNP or UNE) will be issued for the provisioning of each order. The LNP or UNE ticket will contain the COSMOS Work Package Number (WPN).
- 10.3 **UNE** tickets will consist of orders with all facilities in a Spare Pending Connect Status. These orders may be wired, tested, and completed prior to the order Due Date. Presence of CLEC Dial Tone is not required. If No Dial Tone (NDT) exists Central Office (CO) will perform a cross office continuity test. The WFA/DI ticket must be completed 100%. The 'Start Date & Time' fields must be populated prior to WFA/DI ticket completion.
- 10.4 **LNP** tickets consist of orders reusing the BellSouth Cable Pairs (CP). These circuits must be wired (made ready at the BellSouth Cable Pair) and a cross office continuity test performed from the CLEC demarcation point (POT) to the tied in jumper at the BellSouth CP before the due date. CO will ANAC the BellSouth line to insure Database integrity. If the TN that is ANAC'd and the TN in COSMOS do not match, the CO will place this order in A1 jeopardy with a remark noting the actual working TN on that Cable Pair.
- 10.5 After successfully wiring and testing, the COSMOS WPN will be placed in ID jeopardy (Hold for Call) and the WFA/DI ticket will be completed 100%. The 'Start Date and Time' fields must be completed.
- 10.6 The Frame Output will be filed in a unique ID Jeopardy folder, bin, file, etc. on the local frame desk.
- 10.7 UNE Center will issue a NDSAP (work code of ND) ticket notifying CO of cut 48 hours prior to due date. For a non-attended office, outside of normal business hour cuts, or if a Time Specific cut, the CO technician will notify his/her Network Manager and complete ticket 100%. Orders are not always assigned 48 hours prior to Due Date so the UNE Center will input the appointment ticket as soon as the Order is available.
- 10.8 UNE Center will call the CO to cut the circuits.

- 10.9 CO will advise UNE Center to hold and proceed by testing for Dial Tone (DT) from the CLEC at the tied in jumper at the BellSouth CP. If multi-line order, DT should be checked on all circuits prior to making any cuts. No circuits are to be cut if No Dial Tone (NDT) condition exists on one or more circuits.
- 10.10 If NDT, CO should proceed to the CLEC Demarcation point (POT) and test for DT. If CLEC DT is not present, CO will remove the bridging clips, wait 2 minutes and retest on CLEC side. If NDT from CLEC equipment, CO will notify UNE Center of problem with specific CLEC CP having NDT condition.
- 10.11 If CLEC DT is present at tied in jumper, CO will monitor the BellSouth line. If the line is idle, CO will ANAC the BellSouth TN. When the line is not idle, CO will notify the UNE Center that the conversion can not continue and the UNE Center will direct further activities. If the BellSouth TN does not match the Service Order, CO will locate the correct CP. When CLEC DT is present on the tied in jumper and the BellSouth TN is ANAC'ed, CO will advise UNE Center that they are ready and to start the conversion. CO will remove jumper from BellSouth Cable Pair and terminate tied in jumper. CO will ANAC the line and report the CLEC TN to UNE Center. CO will remain on line with UNE Center until CLEC has accepted circuit.
- 10.12 CO will remain on the line with the UNE Center until they report acceptance from the CLEC.
- 10.13 CO will create a SONPK ticket in WFA/DI to report conversion time and complete the order directly in COSMOS.

NOTE 1: The industry standard ANAC number is 800-223-1104. If this number does not work contact the UNE Center and have them acquire the CLEC's ANAC number.

11.0 CENTRAL OFFICE UNBUNDLED LOCAL LOOPS PROVISIONING JOB
AID

11.1 **SL1 Unbundled Loop Non-Designed Circuits With A Frame Due Time (FDT) of 3:30pm**

11.2 Non-designed circuits with a FDT of 3:30pm (Circuit ID of TYNU) will be non-coordinated voice grade circuits. Central Office (CO) will cut these circuits anytime on the DUE DATE.

11.3 A single WFA/DI ticket (LNP or UNE) will be issued for the provisioning of each order.

The LNP or UNE ticket will contain the COSMOS Work Package Number (WPN).

11.4 **UNE** tickets will consist of orders with all facilities in a Spare Pending Connect Status. These orders may be wired, tested, and completed prior to the order Due Date. Presence of CLEC Dial Tone is not required. If No Dial Tone (NDT) exists CO will perform a cross office continuity test. The WFA/DI ticket must be completed 100%. The 'Start Date & Time' fields must be populated prior to WFA/DI ticket completion.

11.5 **LNP** tickets consist of orders reusing the BellSouth Cable Pairs (CP). These circuits must be wired (made ready at the BellSouth Cable Pair) and a cross office continuity test performed from the CLEC demarcation point (POT) to the tied in jumper at the BellSouth CP before the Due Date. CO will ANAC the BellSouth line to insure Database integrity. If the TN that is ANAC'd and the TN in COSMOS do not match, the CO will place this order in A1 jeopardy with a remark noting the actual working TN on that Cable Pair.

11.6 After successfully wiring and testing, the WFA/DI ticket will be completed at 10%.

11.7 Frame output should be filed by Due Date at the Frame desk.

11.8 The CO will cut the circuit(s) on the Due Date.

11.9 If No Dial Tone (NDT) on the tied in jumper, CO will proceed to the CLEC Demarcation point (POT) and test for DT. If DT is not present, CO will remove the bridging clips wait 2 minutes, and retest on CLEC side. If NDT from CLEC, CO will place the COSMOS WPN in I4 jeopardy, complete the WFA/DI ticket at 20%. On multi-line orders no circuits are to be cut if NDT condition exists on one or more circuits.

11.10 The Frame Output will be filed in a unique I4 Jeopardy folder, bin, file, etc., on the local frame desk.

11.11 If CLEC DT is present at tied in jumper, CO will monitor the BellSouth line. If the line is idle, CO will ANAC the BellSouth TN. When the line is not idle, CO will monitor the BellSouth line every 5 to 10 minutes until the line is idle. If the BellSouth TN does not match the Service Order, CO will locate the correct CP. When CLEC DT is present on the tied in jumper and the BellSouth TN is ANAC'd, CO will lift off jumper at BellSouth CP and terminate the tied in jumper. CO will complete the WFA/DI ticket 100% as soon as cut is completed. The 'Start Date and Time' fields must be completed prior to WFA/DI ticket completion.

NOTE 1: The industry standard ANAC number is 800-223-1104. If this number does not work contact the UNE Center and have them acquire the CLEC's ANAC number.

Exhibit No. WKM – 5



Turn Up – Non-Designed Inside-Cut-Only Coordinated Conversion

Network Services – Customer Services

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205/714-0191

UTNIC001

Issue 2g, December, 2000

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UTNIC001

Issue 2g, December, 2000

Introduction

Introduction

Purpose

This document presents the purpose, scope, responsibilities and actions associated with the turn-up of CWINS/ UNE Center Non-Designed Inside-Cut-Only Coordinated Conversion Orders.

Version Information

Table A Revision History

| Chapter | Action Request # | Date/Issue | Description |
|-------------------------------------|--------------------|-------------------------|---|
| All | N/A | December 21, 2000 / 2g | Update to add information on Time Specific |
| Step action table, step 25 | AR 1875 | November 28, 2000 / 2f | Update to change action taken on orders in HC status. Update by Jim Ennis. |
| ALL | N/A | September 17, 2000 / 2e | Update to true flows |
| Step action table | AR 2449 | August 01, 2000 / 2d | Update to correct link |
| Titles | N/A | July 13, 2000 / 2c | Added "Coordinated" to titles per Glen Miller |
| Step Table and Flow | N/A | June 2000 / 2b | Changes to step and flow to agree with checklist items. |
| Responsibilities and step table #25 | ar1968 | March 17, 2000 /2a | Added reference to Provisioning Performances Review |
| Title page and Title | N/A | March 9, 2000 / 2 | Added id quik10 to title page tag for linking from external documents. Also deleted UNE from title. |
| All | N / A | November 10, 1999 / 1c | General Revision |
| All | 1478 & 1479 & 1498 | August 24, 1999 / 1b | change steps 23 and 24 of step action table |
| Order Turn-Up | n/a | July 15, 1999 / 1a | Reformat table, update links |
| All | n/a | June 1, 1999 / 1 | New document |

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Order Turn-Up

1. Order Turn-Up

1.1 Purpose/Scope

This document presents the steps and associated actions required to successfully turn-up CWINS/ UNE Center Non-Designed Inside-Cut-Only Coordinated Conversion Orders.

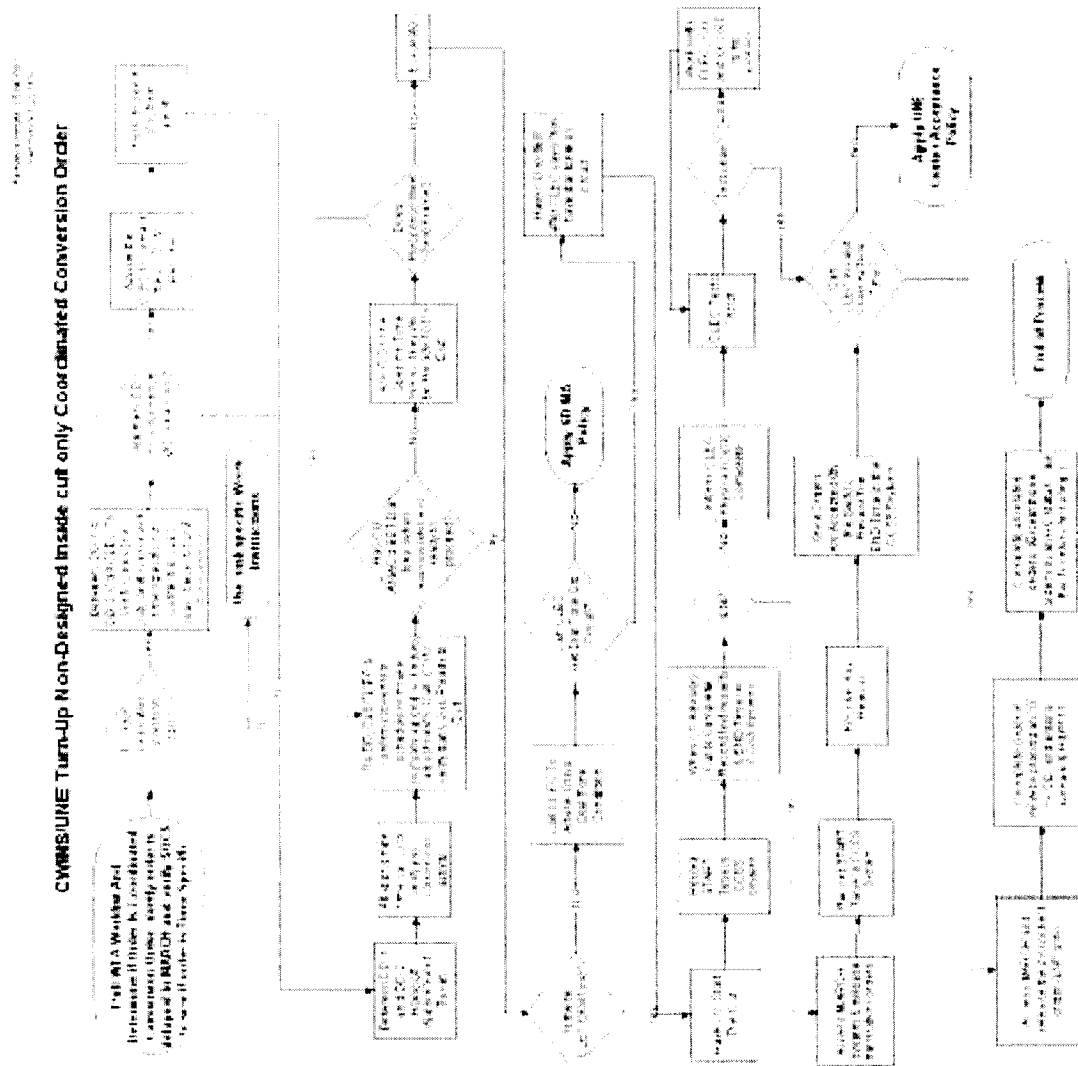
1.2 Responsibilities

This document describes the responsibilities of the Electronic Technician (ET) and/or Maintenance Administrator (MA) in turning up CWINS/ UNE Center Non-Designed Inside-Cut-Only Conversion Orders. Additional Responsibilities and Requirements are found in JA-PETT-001, Job Aid for Provisioning Performance review.

1.3 Requirements

1.3.1 Steps for Turning Up CWINS/ UNE Center Non-Designed Inside-Cut-Only Coordinated Conversion Orders

CYWISJUNE Turn-Up Non-Designed Inside cut only Coordinated Conversion Order



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Order Turn-Up

Figure 1 Turn Up — Non-Designed Inside-Cut-Only Coordinated Conversion

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The ET/MA will complete the following actions:

| Step | Action | If / Then |
|------|---|--|
| 1 | Pull WFA worklist and determine if order is inside coordinated conversion order. Verify the order is delayed in MARCH and verify in SOCS to determine if order is Time Specific. | If yes, (order is coordinated conversion order) proceed to next step If no, (order is not coordinated conversion) refer to Task specific work instructions. |
| 2 | Between Due Date -1 and Due Date -2, call CLEC to verify order due date and content. CLEC may check for LNP Concurrence. Are there Due Date or concurrence discrepancies? | If no, proceed to next step If yes, advise the CLEC to contact the LCSC to get discrepancy resolved. Once resolved proceed to next step. |
| 3 | Is the order time-specific? (see note below for ***Time Specific) | If yes, proceed to next step. If no, skip to Step 5. |
| 4 | Between Due Date -1 and Due Date -2, Handoff an appointment ticket. | |
| 5 | On Due Date, call the CLEC to confirm conversion schedule. At appropriate time call the CO to verify that CO is ready has completed preconversion verification and is ready to cut. | |
| 6 | Has CO ANAC'd BST Dial Tone (When appropriate) and ready to proceed? | If yes, skip to Step 8 If no, proceed to step 7. |
| 7 | Ask CO for a specific time when they will be ready to do the cut. Does response meet time frame? | If yes, return to step 5. If no, escalate, according to escalation procedure and go to step 8 |
| 8 | Is there CLEC dial tone? | If yes, skip to Step 11. If no, call CLEC to advise them of no-dial-tone condition and proceed to next step. |
| 10 | Can the CLEC get dial tone on the circuit within the next 15 Min? | If yes, have the CO retest the circuit after CLEC says they have Dial Tone on circuit and then proceed to next step. If no, apply SD/MA policy. END OF PROCESS |

- continued -

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Order Turn-Up

- continued -

| Step | Action | If / Then |
|------|---|--|
| 11 | Have CO start the cut. | |
| 12 | Record the START time in the CCSSsystem. Note: For Time Specific conversions the WINS/UNEC goal is to begin the conversion at the scheduled time; however, we will use best effort to begin the conversion within +/- 15 Min. of the scheduled time. | |
| 13 | When CO advises cut is complete, record test results and END time in the CCSS system. | Proceed to next step. |
| 14 | Is the order ILNP or LNP? | If the order is ILNP go to step 18. If the order is LNP go to step 15. |
| 15 | Inform the CLEC the physical cut is complete. | |
| 16 | CLEC tests circuit. Does the circuit test okay? | If yes, skip to Step 22 If no, proceed to next step. |
| 17 | Work with the CLEC, CO and outside technician to fix the problem. | Return to Step 16. |
| 18 | Access MARCH and release translation orders. | |
| 19 | Record the START time in the CCSSsystem. | |
| 20 | Resolve any rejects. | |
| 21 | Once the orders are accepted by the switch, record the END time in the CCSS system. | |
| 22 | Can the CLEC accept the order at this time? | If yes, proceed to next step. If no, apply the UNE center acceptance policy |
| 23 | Access MARCH system and release disconnect orders. (LNP only) | |

- continued -

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- continued -

| Step | Action | If / Then |
|------|--|----------------|
| 24 | Complete order in WFA: place an "O" by Due Date, and depress PF11. Note: Ensure all entries are complete per additional Responsibilities and Requirements found in JA-PETT-001, Job Aid for Provisioning Performance review. | |
| 25 | Complete all related orders. (Except those orders in an HC status, like the N orders for listing.) | End of Process |

This completes the turn up of CWINS/ UNE Center Non-Designed Inside-Cut-Only Conversion Orders.

1.4 *** Time Specific*** Negotiate The Time for the Conversion of Service

Due to contract negotiations the CLECs have the opportunity to specify a time window for the cutover (Time Specific Conversions). In order to prevent miscommunications, 24/48 hours prior to Due Date, BellSouth will contact the CLECs and confirm agreement to Time Specific schedule or **mutually** renegotiate Time Specific schedule to meet load/force capabilities. **Mutually agreed** Time Specific schedule changes on the due date are not recommended but are acceptable to allow flexibility to meet the service order due date. All Time Specific schedule confirmations and mutually agreed reschedules must be documented in the WFA log and be accurately entered into CCSS to reflect the confirmed or mutually agreed Time Specific scheduled time.

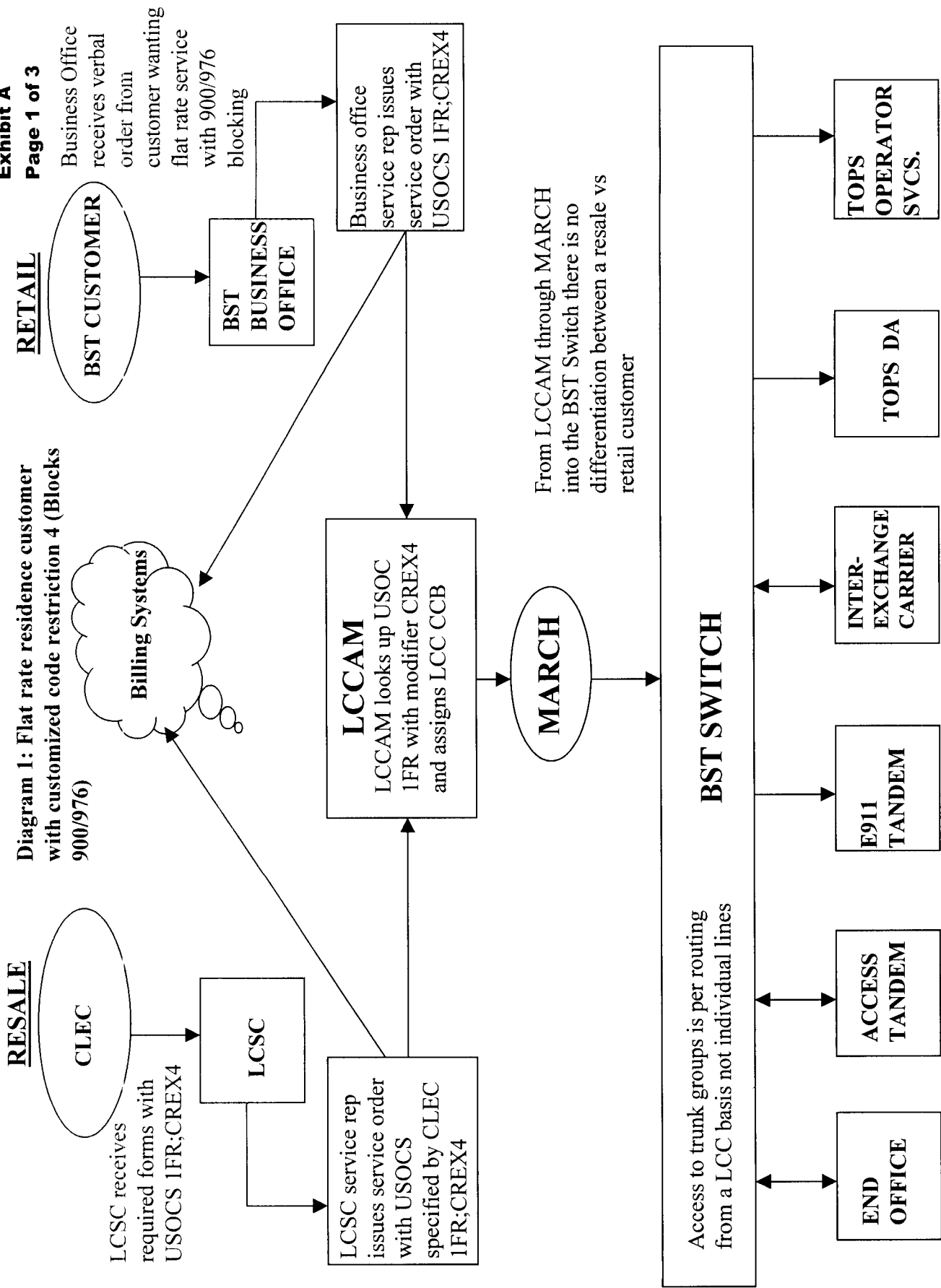
A single CLEC request for multiple Time Specific conversions in a single central office at the same time should be negotiated for a sequential order conversion in order of CLEC preference, if requested. WFA log documentation should reflect this agreement and subsequent orders should have WFA log entries identifying the association with the first order in the conversion sequence. The Time Specific scheduled time in CCSS for the first conversion in the sequence must represent the CLEC requested schedule time or mutually negotiated schedule time. All following sequential order schedule times should be entered into CCSS to match the actual conversion start time.

Note: Individual CLEC contract language may differ slightly from the stated process and should be reviewed if necessary. The contract agreement supersedes any difference in the stated process and will be followed.

Exhibit A
Page 1 of 3

RETAIL

**Diagram 1: Flat rate residence customer
with customized code restriction 4 (Blocks
900/976)**



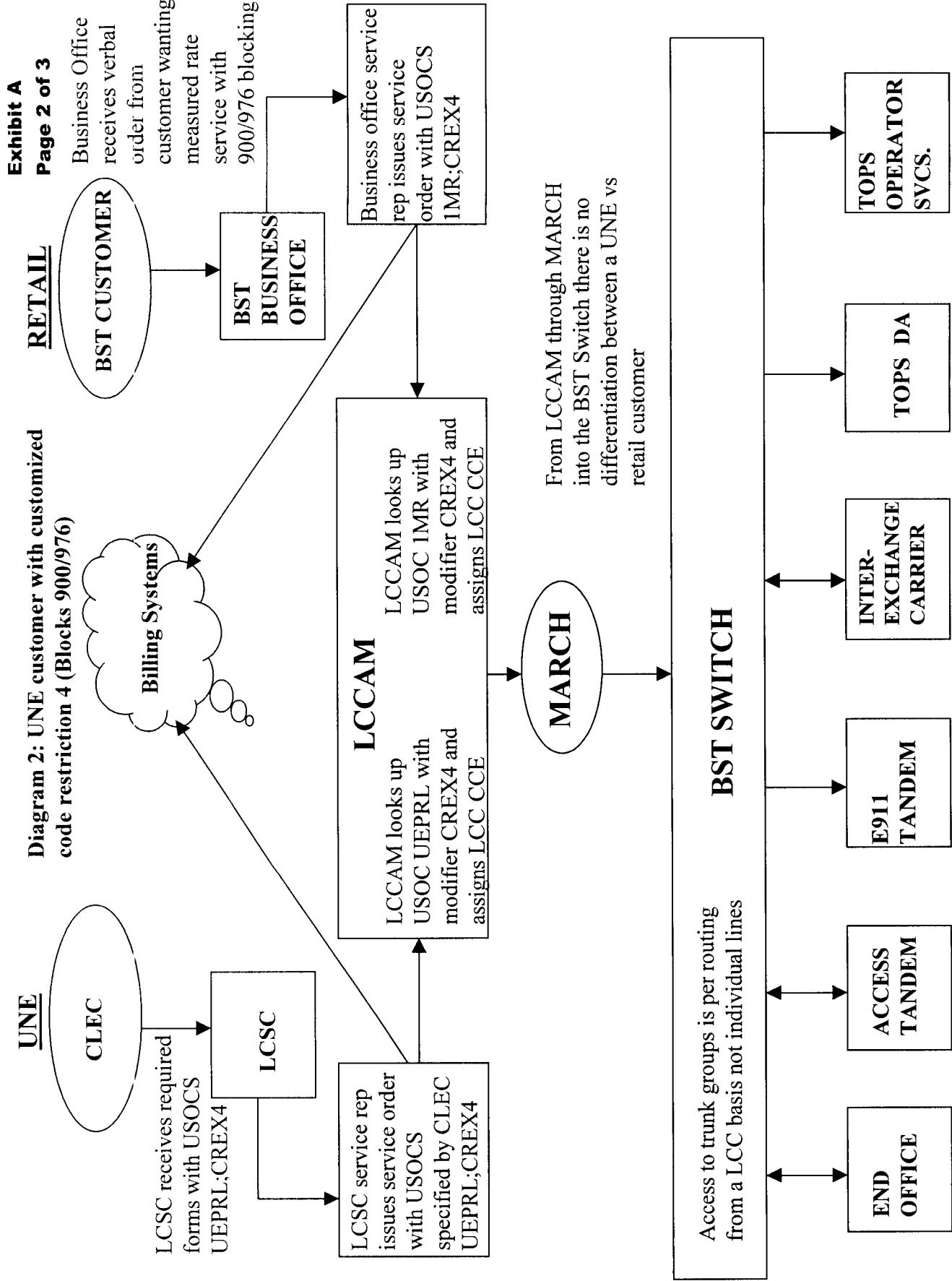


Exhibit A
Page 3 of 3

RETAIL

**Diagram 3: RESALE or UNE customer
with customized code restriction 4 (Blocks
900/976) with Selective Routing**

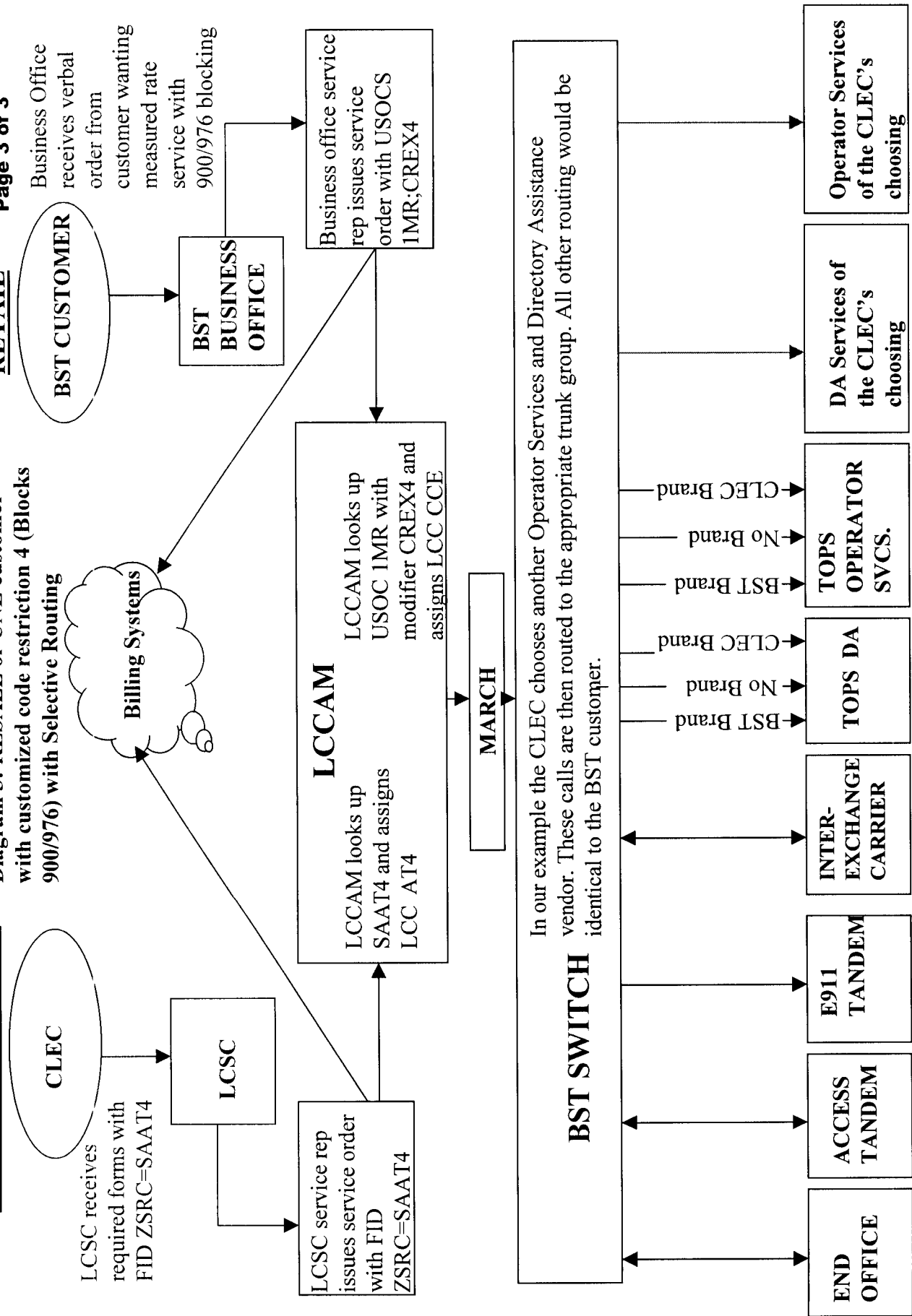


Exhibit No. WKM – 6

**End Office Handling of Operator and Directory Assistance Calls
Of
BellSouth and CLEC End-Users**

1. Introduction

1.1. Scope and Purpose

The purpose of this paper is to show the service parity that exists between BellSouth Telecommunications Inc. (BellSouth) Retail customers and Competitive Local Exchange Carrier (CLEC) customers. It will compare Retail vs. Resale, Retail vs. Unbundled Network Element (UNE) with respect to functions that involve a BellSouth switch and Retail vs. UNE or Resale with the Selective Call Routing option. This includes the dial tone provided to the lines, both BellSouth and CLEC, and the routing of the calls to the various trunk groups. In each case, BellSouth provides parity, subject only to the CLEC's ordering of sufficient facilities to deliver its customized traffic to the BellSouth switch.

1.2. General

Switch translations as defined here are the variable software parameters that allow for individual line identification, vertical services capability, and the applicable Automatic Message Accounting (AMA) recording. The term also applies to the routing schemes based on a defined trunking architecture. In BellSouth, switch translations provisioning is performed by eight geographic software centers supported by a regional staff. This regional staff provides written methods and procedures for new services and features, as well as day-to-day support.

Dial tone, access to subscribed features, and access to all trunk groups in the BellSouth end offices is provided to customers on a first come, first served basis.

2. CLEC Resale Customer vs. BellSouth Retail Customer:

CLEC Request for Service:

A CLEC orders service for its customer by submitting the required forms to the Local Carrier Service Center ("LCSC"). The LCSC serves as BellSouth Telecommunications' point of contact for processing local service requests from CLECs. One of the required forms for Resale the CLEC submits to the LCSC is the Resale Service Form. It is on this form that the CLEC lists appropriate Universal Service Order Codes (USOCs). The USOC identifies specific items of service or equipment. It is also on the Resale Service Form that the CLEC lists any call blocking or calling restrictions, such as 900 and 976 blocking.

The LCSC generates a BellSouth service order once all information is received from the CLEC. The BellSouth service order contains the USOCs required to provide the service. The service order also carries a special Field Identifier Code ("FID"). The FID provides a four-digit code that identifies the CLEC to the billing system. The FID is not input into the switch.

BellSouth Customer Request for Service:

A BellSouth customer orders service from the BellSouth Business Office. The BellSouth business office generates a BellSouth service order. The BellSouth service order contains the USOCs required to provide the service.

Service Order Flow:

BellSouth Retail customer service orders and CLEC Resale customer service orders utilize the exact same USOCs. The service orders enter a system called the Line Class Code Assignment Module ("LCCAM"). The LCCAM takes the USOCs assigned on service orders and converts them to a Line Class Code ("LCC"). The LCC is a three character alphanumeric entry that identifies the routing and screening characteristics of the line to the switch.

The service orders flow into MARCH (not an acronym). MARCH is a memory administration system that translates line-related service order data into switch provisioning messages and automatically transmits the messages to targeted stored program control system switches. Nothing input into the switch identifies a line as a CLEC line. A BellSouth line and a CLEC line with the same LCC look identical to the

switch. They use the exact same routing, screening, and trunking. Therefore, parity between a BellSouth customer Retail line and a CLEC Resale line is guaranteed.

Once the service order is completed by the Service Representative, the entire service order process described above is totally mechanized, unless an error is encountered.

See Diagram 1 for an example of a BellSouth Retail line and a CLEC Resale line. Both lines in the example have requested single party flat rate residential service with 900 and 976 blocking.

3. CLEC UNE Customer vs. BellSouth Retail Customer:

CLEC Request for Service:

A CLEC orders UNE service for its customer, either a Port only, or a Port/Loop Combo, by submitting the required forms to the LCSC. (Note: for the purposes of switch input, Port only orders and Port/Loop Combos are identical.) The LCSC serves as BellSouth's point of contact for processing local service requests from CLECs. One of the required forms for a UNE the CLEC submits to the LCSC is the Port Service Form. It is on this form that the CLEC lists the appropriate USOCs. UNE service uses one of four distinct provisioning USOCs, as well as other USOCs as required to define the service. The USOC identifies specific items of service or equipment. It is also on the Port Service Form that the CLEC lists any call blocking or calling restrictions, such as 900 and 976 blocking.

The LCSC generates a BellSouth Service Order once all information is received from the CLEC. The BellSouth Service Order contains the USOCs required to provide the service. The Service Order also carries a special Field Identifier Code ("FID"). The FID provides a four-digit code that identifies the CLEC to the billing system. The FID is not input into the switch.

BellSouth Customer Request for Service:

A BellSouth customer orders service from the BellSouth Business Office. The BellSouth Business Office generates a BellSouth Service Order. The BellSouth Service Order contains the USOCs required to provide the service.

Service Order Flow:

BellSouth Retail customer service orders and CLEC UNE customer service orders utilize most of the same USOCs. The exception is that one of four distinct provisioning USOCs must be used for the UNE port, along with any other USOCs that may be required to provide the service. The service orders enter a system called the Line Class Code Assignment Module ("LCCAM"). The LCCAM takes the USOCs assigned on service orders and converts them to a Line Class Code ("LCC"). The LCC is a three-character alphanumeric entry that identifies the routing and screening characteristics of the port to the switch.

The service orders flow into MARCH. The MARCH system formats the input messages to the switch. The ports are then translated in the switch. Nothing input into the switch identifies a port as a CLEC port. A BellSouth port and a CLEC port with the same LCC look identical to the switch. They use the exact same routing, screening, and trunking. Therefore, parity between a BellSouth customer Retail port and a CLEC UNE port is guaranteed.

Once the service order is completed by the Service Representative, the entire service order process described above is totally mechanized, unless an error is encountered.

See Diagram 2 for an example of a BellSouth Retail line and a CLEC UNE line. Both lines in the example have requested single party measured rate residential service with 900 and 976 blocking.

4. CLEC UNE/Resale Customer with Selective Call Routing vs. BellSouth Retail Customer:

Overview of Selective Call Routing:

Selective Call Routing is an option that allows a CLEC to select their own Operator Services, Directory Assistance, and Repair Service providers for their customers that are served from a BellSouth switch. Some of the choices available to the CLEC for Operator Services and Directory Assistance are 1) BellSouth operators - BellSouth Brand, 2) BellSouth operators - no Brand, 3) BellSouth operators – CLECs' own Brand, 4) Other Operator Services platform, 5) Announcement, 6) Other arrangement as requested by the CLEC and agreed to by BellSouth. Repair Service would generally be to a CLEC designated location.

Depending on the type of service requested, new trunk groups may be required in each end office where the CLEC is requesting service. If the CLEC requests BellSouth operators with no Brand, a new trunk group is ordered by BellSouth's Operator Services and installed by BellSouth. One would be installed to TOPS for Operator Services and one would be installed to TOPS for Directory Assistance. These trunk groups are not installed in an end office until the first CLEC requests Selective Call Routing for that particular end office. These trunk groups are not dedicated to a particular CLEC but are shared by any CLEC requesting unbranded service.

New trunk groups will be required for a CLEC requesting Customized Branding. These trunk groups will be required to every end office where the CLEC has requested service. The separate trunk groups from each end office are required to provide the same nondiscriminatory branding for the CLECs that is provided for BellSouth. The CLEC branded trunk group identifies to the TOPS equipment that this call is for a specific CLEC and the requested CLEC identification is automatically provided to the customer without operator intervention, just as is provided for a BellSouth customer. These trunk groups will be ordered by the CLEC to TOPS and will be installed by BellSouth. A separate trunk group will be required for Operator Services and for Directory Assistance. These trunk groups are dedicated to the particular CLEC who has ordered them.

CLECs who utilize BellSouth operators for Operator Services and Directory Assistance - BellSouth Brand, use the exact same trunk groups to TOPS as BellSouth Retail customers.

A CLEC has the option of providing its own Operator Services and Directory Assistance functions. The CLEC would be required to provision a trunk group (or trunk groups) from the end office to their Operator Services and/or Directory Assistance location.

CLEC Request for Selective Call Routing:

A CLEC must preorder Selective Call Routing through their BellSouth Account Team. This preordering will cause the required Selective Routing Codes to be assigned and the translations and required trunk groups to be provisioned in the switches.

Once a CLEC has preordered Selective Call Routing and the required translations have been built in the switch, the CLEC orders it by using a FID of ZSRC, followed by the Selective Routing Code assigned to the CLEC for the type of service required. This FID is entered on the Resale Service Form or Port Service Form and sent to the LCSC. The LCSC generates a BellSouth Service Order once all information is received from the CLEC. The BellSouth Service Order contains the USOCs required to provide the service and the special Selective Routing FID and Selective Routing Code.

Service Order Flow:

The service orders enter a system called the Line Class Code Assignment Module ("LCCAM"). The LCCAM takes the Selective Routing Code entered against the ZSRC FID and converts it to a Line Class Code. This Line Class Code represents the type of routing and screening requested for the CLEC customer.

The service orders flow into MARCH. The MARCH system formats the input messages to the switch. The lines are then translated in the switch using the special Line Class Code assigned in just the same manner as for a BellSouth retail line.

Once the service order is completed by the Service Representative, the entire service order process described above is totally mechanized, unless an error is encountered.

Parity:

Parity between BellSouth Retail Customers and CLEC customers with Selective Routing as it relates to Operator Services and Directory Assistance is dependent upon the type of service requested by the CLEC.

When BellSouth Operator Services and Directory Assistance - no Branding is requested, the trunk groups used are not dedicated to a particular CLEC but are shared by any CLEC requesting unbranded service. These trunk groups are monitored by BellSouth and additional trunks are installed when required. This monitoring will assure service parity with BellSouth customers.

When BellSouth Operator Services and Directory Assistance - Custom Branding is requested, the trunk groups used are dedicated to the particular CLEC who has ordered them. The level of service provided to the CLEC customers may be equal to, better than, or worse than, that provided to BellSouth customers, depending on the utilization of the group as determined by the CLEC's trunk ordering decisions. The same is true if a CLEC sends the Operator Services and Directory Assistance traffic to another Operator Services platform of its choosing.

When BellSouth Operator Services and Directory Assistance - BellSouth Branding is requested, the trunk groups used are the exact same trunk groups as BellSouth Retail customers. There is no difference and parity is assured.

The routing of calls to end office trunk groups, InterExchange Carriers, 911 Tandem, and the Access Tandem is the same as is provided to BellSouth Retail Customers. The exact same trunk groups to these locations are used. Parity is thus assured.

See Diagram 3 for an example of a BellSouth Retail line and a CLEC UNE line, with Selective Call Routing. Both lines in the example have requested single party measured rate residential service with 900 and 976 blocking. The Selective Routing requested by the CLEC is for routing to their own Operator Services and Directory Assistance. The Selective Routing code assigned is SAAT4.

RESALE

CLEC
LCSC receives
required forms with
USOCS 1FR;CREX4

LCSC

LCSC service rep
issues service order
with USOCS
specified by CLEC
1FR;CREX4

**Diagram 1: Flat rate residence customer
with customized code restriction 4 (Blocks
900/976)**

Billing Systems

RETAIL

BST CUSTOMER
Business Office
receives verbal
order from
customer wanting
flat rate service
with 900/976
blocking

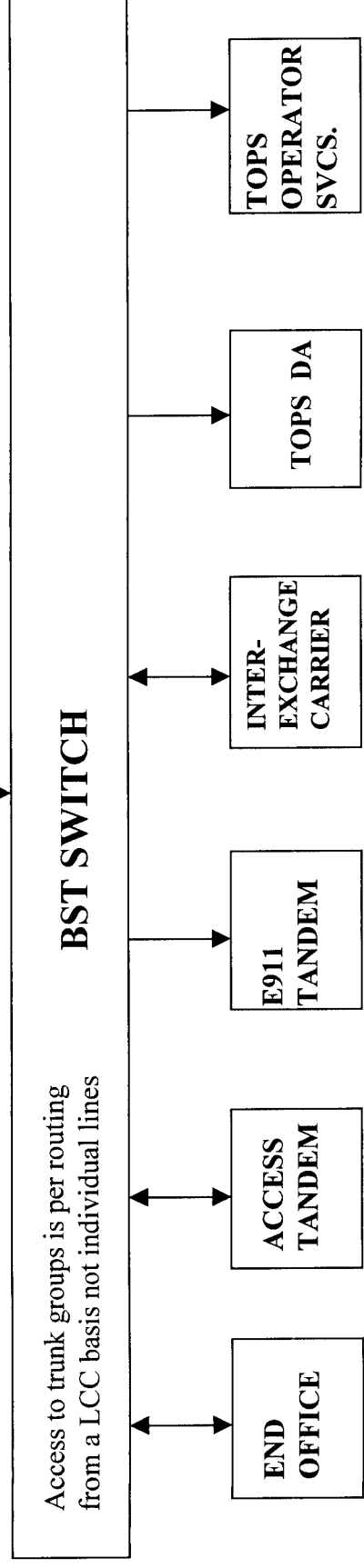
BST
BUSINESS
OFFICE

Business office
service rep issues
service order with
USOCS 1FR;CREX4

LCCAM
LCCAM looks up USOC
1FR with modifier CREX4
and assigns LCC CCB

MARCH

From LCCAM through MARCH
into the BST Switch there is no
differentiation between a resale vs
retail customer



UNE

CLEC

LCSC receives required forms with USOCS UEPRL;CREX4

LCSC

LCSC service rep issues service order with USOCS specified by CLEC UEPRL;CREX4

Diagram 2: UNE customer with customized code restriction 4 (Blocks 900/976)

Exhibit A
Page 2 of 3

RETAIL

BST CUSTOMER

Business Office receives verbal order from customer wanting measured rate service with 900/976 blocking

BST BUSINESS OFFICE

LCCAM

LCCAM looks up USOC UEPRL with modifier CREX4 and assigns LCC CCE

LCCAM looks up USOC 1MR with modifier CREX4 and assigns LCC CCE

Business office service rep issues service order with USOCS 1MR;CREX4

MARCH

From LCCAM through MARCH into the BST Switch there is no differentiation between a UNE vs retail customer

BST SWITCH

Access to trunk groups is per routing from a LCC basis not individual lines

END OFFICE

ACCESS TANDEM

E911 TANDEM

INTER-EXCHANGE CARRIER

TOPS DA

TOPS OPERATOR SVCS.

SELECTIVE ROUTING

CLEC

LCSC receives
required forms with
FID ZSRC=SAAT4

LCSC

LCSC service rep
issues service order
with FID
ZSRC=SAAT4

LCCAM
LCCAM looks up
SAAT4 and assigns
LCC AT4

LCCAM
LCCAM looks up
USOC 1MR with
modifier CREX4 and
assigns LCC CCE

MARCH

BST SWITCH

In our example the CLEC chooses another Operator Services and Directory Assistance vendor. These calls are then routed to the appropriate trunk group. All other routing would be identical to the BST customer.

END
OFFICE

ACCESS
TANDEM

E911
TANDEM

INTER-
EXCHANGE
CARRIER

TOPS DA

BST Brand
No Brand
CLEC Brand

TOPS
OPERATOR
SVCS.

BST Brand
No Brand
CLEC Brand

DA Services of
the CLEC's
choosing

Operator Services
of the CLEC's
choosing

Exhibit A **Page 3 of 3**

RETAIL

BST CUSTOMER

Business Office
receives verbal
order from
customer wanting
measured rate
service with
900/976 blocking

BST
BUSINESS
OFFICE

Business office service
rep issues service
order with USOCS
1MR;CREX4

Billing Systems

**Diagram 3: RESALE or UNE customer
with customized code restriction 4 (Blocks
900/976) with Selective Routing**

Exhibit No. WKM – 7

**TRAFFIC OPERATING POSITION SYSTEM (TOPS) CALL FLOW
VIA
QUEUE MANAGEMENT SYSTEM (QMS)**

Call origination type is the most frequently used means of call queue assignment in existing TOPS. National translations or a standard pretranslator can be used to assign a call origination type, although most call origination types are hard-coded and determined in the call setup phase through signaling information. The call origination type is used by table QMSTOPS to assign a CT4QNAM to the call. BellSouth marks calls requiring an operator as QMS in table TOPSTOPT.

Traffic Operator Position System Trunk Options Table (TOPSTOPT) is used to specify different options for Traffic Operator Position System (TOPS) trunks. The Automatic Call Distribution (ACD) field is used to specify the processing used on a trunk group basis. The GRPKEY consists of subfield CLLI. The ACDDATA field consists of subfield ACD and refinements LOCATIONS, ORG_AREA, ORIGCRIT_SEL and ORIGCRIT. The DISPCLG field indicates if the calling number is displayed at the TOPS terminal for use by the TOPS operator. The ADASSERV field is for automated directory assistance service (ADAS) availability. Field ADASANS controls when answer supervision is returned to the originating trunk. ANITOCCLI enables conversion of ANI on an incoming trunk to CLI for an outgoing ISUP trunk. Originating Line Number Screening Query (OLNSQRY) indicates which calls can launch a query on a given incoming trunk. DCIBIDX is currently non-functional, intended for a later release. Local number portability calling number AMA (LNPCLGAM) specifies whether to append a module 720 to the AMA record for calls that originate on the trunk group. Field XLASCHEM enables this trunk group for use by the new TOPS translations process. Service provider identifier processing (SPIDPRC) field enables SPID processing for this incoming trunk group. Trunk Service Provider Identifier (TRKSPID) indicates whether a default SPID has been assigned for the given trunk group.

SAMPLE ENTRIES FOR TABLE : TOPSTOPT

GRPKEY ORGAREA DISPCLG ADASERV ADASANS ANITOCCLI OLNSQRY DCIBIDX
LNPCLGAM XLASCHEM SPIDPRC TRKSPID BILLSCRN ANIFSP

FRDS0ETCM4 Y BS Y ADASPLUS IMMEDIATE N NONE 0 N N N N N N
MMPHMAXHZCM4 Y CLEC Y ADASPLUS IMMEDIATE N NONE 0 Y N N N N N
FRDS0DACC Y BS Y ADASPLUS IMMEDIATE N NONE 0 N N N N N N
FRDS0ETCM4 Y BS Y ADASPLUS IMMEDIATE N NONE 0 N N N N N N

INITIAL CALL QUEUE

To manage the segregation of traffic across call queues each call is assigned an initial call queue (CT4Q) in table QMSTOPS. Then, this initial call queue is refined (changed) by refinement tables. The call type for queuing (CT4Q) refinement allows the TOPS office to divide incoming traffic into separately manageable categories based on different call attributes, according to its office-specific criteria. Tables TQORDERA or TQORDERB specifies the relative ordering of the call type for queuing refinement tables at the three different call states where call queue assignment processing is performed in TOPS QMS. The

values in the key fields match the names of the eleven currently available CT4Q refinement tables. Data in a particular CT4Q refinement table has no effect until TQORDERA or TQORDERB has a non-zero ordering added against that CT4Q table. Only one of these tables is active at a time. The active table is shown in table TQMSOPT.

Pre-operator relative ordering defines the relative ordering for calls that have not yet been to either an operator or an automated service. All active preopr refinement tables are used before postauto refinements are utilized. Post-automated service ordering defines the relative ordering for calls that have not yet been to an operator but have been to an automated service. Recall/transfer ordering defines the relative ordering for calls that have already been to an operator and are now recalling for operator service. Assistance relative ordering defines the relative ordering for calls which a QMS operator has requested, and the request maps to the Customer Service Expert (CSE) assistance in table TQMSFCQA.

SAMPLE ENTRIES FOR TABLE: TQORDERA

TABLE: TQORDERA

CT4QTABL PREOPR POSTAUTO RECALL ASST

```
-----
CT4QCLAS  2    0    0    0
CT4QREST  4    0    0    0
CT4QPFXT   1    0    0    0
CT4QCAR    0    0    0    0
CT4QCLD    0    1    0    0
CT4QORIG   3    0    0    0
CT4QTIME   5    0    0    0
CT4QLANG   0    0    0    0
CT4QAUTO   0    0    0    0
CT4QSPID   0    0    0    0
CT4QBLST   0    0    0    0
CT4QCALT   0    0    0    0
CT4QSLRN   0    0    0    0
```

Refer to the sample datafill. Incoming calls PREOPR traverse the call queue refinement phase in the following order: CT4QPFXT, CT4QCLAS, CT4QORIG, CT4QREST and CT4QTIME. Note that table CT4QCLD is not traversed in the preoperator stage, as it contains a 0 in the PREOPR data field.

FIRST REFINEMENT TABLE

CT4QPFXT is the first refinement table checked for changes. Since this is the first refinement table, the oldct4q (call type for queuing) will be the CT4Q entry in table QMSTOPS. Sample entries for QMSTOPS and CT4QPFXT are listed below:

SAMPLE ENTRIES FOR TABLE: QMSTOPS

```
CO          CT4Q
-----
OA          0_PLUS_T
555         DA_555_901_T
411         DA_411_901_T
```

HOM555 DA_555_901_T

A decision was made to isolate operator assisted (OA) directory assistance calls. Therefore, the datafill in this table has entries changing the CT4Q's assigned to 411 and HOM555. The dialed prefix value is either operator assisted (OA) or direct dialed (DD).

SAMPLE ENTRIES FOR TABLE: CT4QPFX

| OLDCT4Q | PFXTCRIT | NEWCT4Q |
|--------------|----------|-----------------|
| ----- | | |
| DA_555_901_T | OA | DA_555_901_OA_T |
| DA_555_901_T | DD | DA_555_901_DD_T |
| DA_411_901_T | OA | DA_411_901_OA_T |
| DA_411_901_T | DD | DA_411_901_DD_T |

SECOND REFINEMENT TABLE

The second refinement table used is CT4QCLAS. The OLDCT4Q for this table will come from table CT4QPFX or QMSTOPS for entries not refined in CT4QPFX. Table CT4QCLAS provides call type for queuing (CT4Q) refinement on the basis of clasrit, which is the class of service associated with the calling number. The class of service associated with the calling number can be UNKNOWN, STATION, HOTEL, COIN, or RESTRICTED. Entries are required for calls that need to be separated for queuing purposes.

SAMPLE ENTRIES FOR TABLE: CT4QCLAS

| OLDCT4Q | CLASCRIT | NEWCT4Q |
|-----------------|------------|-----------------|
| ----- | | |
| 0_MINUS_T | COIN | 0_MINUS_COIN_T |
| 0_MINUS_T | STATION | 0_MINUS_STA_T |
| 0_MINUS_T | HOTEL | 0_MINUS_HOTEL_T |
| 0_MINUS_T | RESTRICTED | 0_MIN_REST |
| 0_PLUS_T | COIN | 0_PLUS_COIN_T |
| 0_PLUS_T | STATION | 0_PLUS_STA_T |
| 0_PLUS_T | HOTEL | 0_PLUS_HOTEL_T |
| 0_PLUS_T | RESTRICTED | 0_PLUS_REST |
| 1_PLUS_T | COIN | 1_PLUS_COIN_T |
| 1_PLUS_T | STATION | 1_PLUS_STA_T |
| 1_PLUS_T | HOTEL | 1_PLUS_HOTEL_T |
| 1_PLUS_T | RESTRICTED | 1_PLUS_REST |
| DA_555_901_T | COIN | DA_COIN_T |
| DA_411_901_T | COIN | DA_COIN_T |
| DA_411_901_OA_T | COIN | DA_COIN_T |
| DA_411_901_DD_T | COIN | DA_COIN_T |
| DA_411_901_DD_T | RESTRICTED | DA_REST |
| DA_555_901_OA_T | COIN | DA_COIN_T |

DA_555_901_DD_T COIN DA_COIN_T
DA_555_901_DD_T RESTRICTED DA_REST

THIRD REFINEMENT TABLE

The third refinement table used is Call Type for Queuing by Originating Location Table (CT4QORIG). Table CT4QORIG provides call type for queuing refinement on the basis of ORIGCRIT, which is an originating location associated with the call. This table is used to route calls to special groups of operators who have knowledge of geographical area or have fluency in a particular language so that these operators can effectively handle calls from special groups of subscribers. The OLDCT4Q for this table will come from table CT4QCLAS, CT4QPFXT, or QMSTOPS respectively if not refined in CT4QCLAS or CT4QPFXT. The name to be used in field ORIGCRIT must first be defined in table TQORGNAM. If calls are to be CT4Q refined by the originating criteria, they must be marked as yes (Y) in ORIGCRIT_SEL in table TOPSTOPT. If originating criteria is marked no (N) on a trunk group in table TOPSTOPT, this table will not be used for refinement on that trunk group

SAMPLE ENTRIES FOR TABLE: CT4QORIG

| OLDCT4Q | ORIGCRIT | NEWCT4Q |
|-----------------|----------------------|---------|
| DA_555_901_T | NTDA | NTDA_T |
| DA_411_901_T | NTDA | NTDA_T |
| DA_411_901_DD_T | NTDA | NTDA_T |
| DA_411_901_DD_T | ICO | NTDA_T |
| DA_555_901_DD_T | NTDA | NTDA_T |
| DA_555_901_DD_T | ICO | NTDA_T |
| 0_MINUS_COIN_T | BS 0_MIN_CN_BS | |
| 0_MINUS_COIN_T | ICO 0_MIN_CN_ICO | |
| 0_MINUS_COIN_T | CLEC 0_MIN_CN_CLEC | |
| 0_MINUS_COIN_T | TEST 0_MIN_CN_TEST | |
| 0_MINUS_STA_T | BS 0_MIN_STA_BS | |
| 0_MINUS_STA_T | ICO 0_MIN_STA_ICO | |
| 0_MINUS_STA_T | CLEC 0_MIN_STA_CLEC | |
| 0_MINUS_STA_T | TEST 0_MIN_STA_TEST | |
| 0_MINUS_HOTEL_T | BS 0_MIN_HOT_BS | |
| 0_MINUS_HOTEL_T | ICO 0_MIN_HOT_ICO | |
| 0_MINUS_HOTEL_T | CLEC 0_MIN_HOT_CLEC | |
| 0_MINUS_HOTEL_T | TEST 0_MIN_HOT_TEST | |
| 0_PLUS_COIN_T | BS 0_PLUS_CN_BS | |
| 0_PLUS_COIN_T | ICO 0_PLUS_CN_ICO | |
| 0_PLUS_COIN_T | CLEC 0_PLUS_CN_CLEC | |
| 0_PLUS_STA_T | ICO 0_PLUS_CN_ICO | |
| 0_PLUS_STA_T | CLEC 0_PLUS_STA_CLEC | |
| 0_PLUS_HOTEL_T | ICO 0_PLUS_CN_ICO | |
| 0_PLUS_HOTEL_T | CLEC 0_PLUS_HOT_CLEC | |
| 1_PLUS_COIN_T | BS 1_PLUS_CN_BS | |

1_PLUS_COIN_T ICO 1_PLUS_CN_ICO
1_PLUS_COIN_T CLEC 1_PLUS_CN_CLEC
1_PLUS_STA_T ICO 1_PLUS_CN_ICO
1_PLUS_STA_T CLEC 1_PLUS_STA_CLEC
1_PLUS_HOTEL_T ICO 1_PLUS_CN_ICO
1_PLUS_HOTEL_T CLEC 1_PLUS_HOT_CLEC
0_MIN_REST BS 0_MIN_REST_BS
0_MIN_REST ICO 0_MIN_REST_ICO
0_MIN_REST CLEC 0_MIN_REST_CLEC
0_MIN_REST TEST 0_MIN_REST_TEST
0_PLUS_REST BS 0_PLUS_REST_BS
0_PLUS_REST ICO 0_PLUS_REST_ICO
0_PLUS_REST CLEC 0_PLUS_REST_CLEC
1_PLUS_REST BS 1_PLUS_REST_BS
1_PLUS_REST ICO 1_PLUS_REST_ICO
1_PLUS_REST CLEC 1_PLUS_REST_CLEC
NO_NDA NTDA NO_NDA
DA_REST BS REST_DA
DA_REST ICO REST_DA
DA_REST CLEC REST_DA

Table TQORGNAM defines a list of the names that can be used to assign different originating criteria that will be associated with incoming trunk groups. These are the orig names that are used in table TOPSTOPT. This is the first of three (3) tables that are required when originating digits is an active refinement table the orgcrit name is arbitrary.

SAMPLE ENTRIES FOR TABLE : TQORGNAM

| ORGCODE | ORGCRT |
|---------|--------|
|---------|--------|

| | |
|----|----------------|
| 0 | UNKNOWN_ORGCRT |
| 1 | RDAS_TN |
| 2 | NTDA |
| 10 | BS |
| 11 | ICO |
| 12 | CLEC |
| 13 | TEST |

FOURTH REFINEMENT TABLE

Call Type for Queuing by Restricted Billing Index Table (CT4QREST) is the fourth refinement table used. Table CT4QREST provides call type for queuing (CT4Q) refinement on the basis for RESTCRIT, which is a restricted billing index. The OLDCT4Q for this table will come from CT4QORIG, CT4QCLAS, CT4QPFXT or QMSTOPS. A restricted billing index is defined only for calls with COIN or RESTRICTED class of service. Normally, restricted billing types that do not require their own queues are not datafilled in this table.

SAMPLE ENTRIES FOR TABLE : CT4QREST

| <u>OLDCT4Q</u> | <u>RESTXRIT</u> | <u>NEWCT4Q</u> |
|------------------------------------|-----------------|----------------|
| 0_MIN_CN_BS 17 0_MIN_REST_BSP_3VR | | |
| 0_MIN_CN_BS 21 0_MIN_REST_IPP_3VR | | |
| 0_MIN_CN_BS 22 0_MIN_REST_IPP_3VR | | |
| 0_MIN_CN_BS 23 0_MIN_REST_IPP_3VR | | |
| 0_MIN_CN_BS 25 0_MIN_REST_BSP_3VR | | |
| 0_MIN_CN_BS 26 0_MIN_REST_BSP_3VR | | |
| 0_MIN_CN_BS 27 0_MIN_REST_BSP_3VR | | |
| 0_MIN_CN_ICO 17 0_MIN_BSP_ICO_3VR | | |
| 0_MIN_CN_ICO 21 0_MIN_ICO_IPP | | |
| 0_MIN_CN_ICO 22 0_MIN_ICO_IPP | | |
| 0_MIN_CN_ICO 23 0_MIN_ICO_IPP | | |
| 0_MIN_CN_ICO 25 0_MIN_BSP_ICO_3VR | | |
| 0_MIN_CN_ICO 26 0_MIN_BSP_ICO_3VR | | |
| 0_MIN_CN_ICO 27 0_MIN_BSP_ICO_3VR | | |
| 0_MIN_CN_CLEC 21 0_MIN_CLEC_IPP | | |
| 0_MIN_CN_CLEC 22 0_MIN_CLEC_IPP | | |
| 0_MIN_CN_CLEC 23 0_MIN_CLEC_IPP | | |
| 0_MIN_REST_BS 1 0_MIN_CA | | |
| 0_MIN_REST_BS 2 0_MIN_REST_IPP_3VR | | |
| 0_MIN_REST_BS 3 0_MIN_REST_BSP_3VR | | |
| 0_MIN_REST_BS 6 0_MIN_CA | | |
| 0_MIN_REST_BS 7 0_MIN_CA | | |

0_MIN_REST_BS 8 0_MIN_CA
0_MIN_REST_BS 9 0_MIN_CA
0_MIN_REST_BS 10 0_MIN_REST_BSP_3VR
0_MIN_REST_BS 11 0_MIN_REST_BSP_3VR
0_MIN_REST_BS 15 0_MINUS_LA
0_MIN_REST_BS 16 0_MIN_REST_IPP_3VR
0_MIN_REST_BS 17 0_MIN_REST_BSP_3VR
0_MIN_REST_BS 21 0_MIN_REST_IPP_3VR
0_MIN_REST_BS 22 0_MIN_REST_IPP_3VR
0_MIN_REST_BS 23 0_MIN_REST_IPP_3VR
0_MIN_REST_BS 25 0_MIN_REST_BSP_3VR
0_MIN_REST_BS 26 0_MIN_REST_BSP_3VR
0_MIN_REST_BS 27 0_MIN_REST_BSP_3VR
0_MIN_REST_BS 30 0_MIN_CA
0_MIN_REST_BS 31 0_MIN_CA
0_MIN_REST_BS 34 0_MIN_CA
0_MIN_REST_BS 35 0_MIN_CA
0_MIN_REST_BS 41 0_MIN_REST_IPP_3VR
0_MIN_REST_BS 42 0_MIN_REST_IPP_3VR
0_MIN_REST_BS 50 0_MIN_REST_BSP_3VR
0_MIN_REST_BS 52 0_MIN_REST_BSS_NVR
0_MIN_REST_BS 55 0_MIN_REST_BSP_3VR
0_MIN_REST_BS 68 0_MIN_REST_BSS_NVR
0_MIN_REST_BS 71 0_MIN_REST_CEL_3VR
0_MIN_REST_BS 72 0_MIN_REST_CEL_3VR
0_MIN_REST_BS 73 0_MIN_REST_CEL_3VR
0_MIN_REST_BS 74 0_MIN_CA
0_MIN_REST_BS 76 0_MIN_CA
0_MIN_REST_BS 78 0_MIN_CA
0_MIN_REST_BS 79 0_MIN_REST_CEL_3VR
0_MIN_REST_BS 81 0_MIN_REST_CEL_3VR
0_MIN_REST_BS 82 0_MIN_REST_CEL_3VR
0_MIN_REST_BS 85 0_MIN_REST_BSP_3VR
0_MIN_REST_BS 86 0_MIN_REST_IPP_3VR
0_MIN_REST_BS 88 0_MIN_REST_IPP_3VR
0_MIN_REST_BS 91 0_MIN_REST_CEL_3VR
0_MIN_REST_BS 92 0_MIN_REST_CEL_3VR
0_MIN_REST_BS 93 0_MIN_REST_BSS_NVR
0_MIN_REST_BS 94 0_MIN_REST_BSS_NVR
0_MIN_REST_BS 96 0_MIN_REST_BSS_NVR
0_MIN_REST_BS 99 0_MIN_REST_IPP_3VR
0_MIN_REST_ICO 1 0_MIN_CA
0_MIN_REST_ICO 2 0_MIN_ICO_IPP
0_MIN_REST_ICO 3 0_MIN_BSP_ICO_3VR
0_MIN_REST_ICO 6 0_MIN_CA
0_MIN_REST_ICO 7 0_MIN_CA
0_MIN_REST_ICO 8 0_MIN_CA
0_MIN_REST_ICO 9 0_MIN_CA

0_MIN_REST_ICO 16 0_MIN_ICO_IPP
0_MIN_REST_ICO 30 0_MIN_CA
0_MIN_REST_ICO 31 0_MIN_CA
0_MIN_REST_ICO 34 0_MIN_CA
0_MIN_REST_ICO 35 0_MIN_CA
0_MIN_REST_ICO 41 0_MIN_ICO_IPP
0_MIN_REST_ICO 42 0_MIN_ICO_IPP
0_MIN_REST_ICO 50 0_MIN_BSP_ICO_3VR
0_MIN_REST_ICO 52 0_MIN_REST_ICOS_NVR
0_MIN_REST_ICO 55 0_MIN_BSP_ICO_3VR
0_MIN_REST_ICO 68 0_MIN_REST_ICOS_NVR
0_MIN_REST_ICO 74 0_MIN_CA
0_MIN_REST_ICO 76 0_MIN_CA
0_MIN_REST_ICO 78 0_MIN_CA
0_MIN_REST_ICO 85 0_MIN_BSP_ICO_3VR
0_MIN_REST_ICO 86 0_MIN_ICO_IPP
0_MIN_REST_ICO 88 0_MIN_ICO_IPP
0_MIN_REST_ICO 89 0_MIN_ICO_3VR
0_MIN_REST_ICO 93 0_MIN_REST_ICOS_NVR
0_MIN_REST_ICO 94 0_MIN_REST_ICOS_NVR
0_MIN_REST_ICO 96 0_MIN_REST_ICOS_NVR
0_MIN_REST_ICO 98 0_MIN_ICO_3VR
0_MIN_REST_ICO 99 0_MIN_ICO_IPP
0_MIN_REST_CLEC 1 0_MIN_CA
0_MIN_REST_CLEC 2 0_MIN_CLEC_IPP
0_MIN_REST_CLEC 6 0_MIN_CA
0_MIN_REST_CLEC 7 0_MIN_CA
0_MIN_REST_CLEC 8 0_MIN_CA
0_MIN_REST_CLEC 9 0_MIN_CA
0_MIN_REST_CLEC 16 0_MIN_CLEC_IPP
0_MIN_REST_CLEC 30 0_MIN_CA
0_MIN_REST_CLEC 31 0_MIN_CA
0_MIN_REST_CLEC 34 0_MIN_CA
0_MIN_REST_CLEC 35 0_MIN_CA
0_MIN_REST_CLEC 41 0_MIN_CLEC_IPP
0_MIN_REST_CLEC 42 0_MIN_CLEC_IPP
0_MIN_REST_CLEC 52 0_MIN_REST_CLECS_NVR
0_MIN_REST_CLEC 68 0_MIN_REST_CLECS_NVR
0_MIN_REST_CLEC 74 0_MIN_CA
0_MIN_REST_CLEC 76 0_MIN_CA
0_MIN_REST_CLEC 78 0_MIN_CA
0_MIN_REST_CLEC 86 0_MIN_CLEC_IPP
0_MIN_REST_CLEC 88 0_MIN_CLEC_IPP
0_MIN_REST_CLEC 89 0_MIN_CLEC_3VR
0_MIN_REST_CLEC 93 0_MIN_REST_CLECS_NVR
0_MIN_REST_CLEC 94 0_MIN_REST_CLECS_NVR
0_MIN_REST_CLEC 96 0_MIN_REST_CLECS_NVR
0_MIN_REST_CLEC 98 0_MIN_CLEC_3VR

0_MIN_REST_CLEC 99 0_MIN_CLEC_IPP
0_PLUS_REST_BS 1 0_PLUS_BSP
0_PLUS_REST_BS 2 0_PLUS_BSP
0_PLUS_REST_BS 3 0_PLUS_BSP
0_PLUS_REST_BS 6 0_PLUS_BSP
0_PLUS_REST_BS 7 0_PLUS_BSP
0_PLUS_REST_BS 8 0_PLUS_BSP
0_PLUS_REST_BS 9 0_PLUS_BSP
0_PLUS_REST_BS 10 0_PLUS_BSP
0_PLUS_REST_BS 11 0_PLUS_BSP
0_PLUS_REST_BS 16 0_PLUS_BSP
0_PLUS_REST_BS 30 0_PLUS_BSP
0_PLUS_REST_BS 31 0_PLUS_BSP
0_PLUS_REST_BS 34 1_PLUS_BSP
0_PLUS_REST_BS 35 0_PLUS_BSP
0_PLUS_REST_BS 41 0_PLUS_BSP
0_PLUS_REST_BS 42 0_PLUS_BSP
0_PLUS_REST_BS 43 0_PLUS_BSP
0_PLUS_REST_BS 50 0_PLUS_BSP
0_PLUS_REST_BS 55 0_PLUS_BSP
0_PLUS_REST_BS 74 0_PLUS_BSP
0_PLUS_REST_BS 76 0_PLUS_BSP
0_PLUS_REST_BS 78 0_PLUS_BSP
0_PLUS_REST_BS 79 0_PLUS_BSP
0_PLUS_REST_BS 85 0_PLUS_BSP
0_PLUS_REST_BS 86 0_PLUS_BSP
0_PLUS_REST_BS 88 0_PLUS_BSP
0_PLUS_REST_BS 99 0_PLUS_BSP
1_PLUS_REST_BS 1 1_PLUS_BSP
1_PLUS_REST_BS 2 1_PLUS_BSP
1_PLUS_REST_BS 3 1_PLUS_BSP
1_PLUS_REST_BS 6 1_PLUS_BSP
1_PLUS_REST_BS 7 1_PLUS_BSP
1_PLUS_REST_BS 8 1_PLUS_BSP
1_PLUS_REST_BS 9 1_PLUS_BSP
1_PLUS_REST_BS 16 1_PLUS_BSP
1_PLUS_REST_BS 17 1_PLUS_BSP
1_PLUS_REST_BS 25 1_PLUS_BSP
1_PLUS_REST_BS 26 1_PLUS_BSP
1_PLUS_REST_BS 27 1_PLUS_BSP
1_PLUS_REST_BS 30 1_PLUS_BSP
1_PLUS_REST_BS 31 1_PLUS_BSP
1_PLUS_REST_BS 34 1_PLUS_BSP
1_PLUS_REST_BS 35 1_PLUS_BSP
1_PLUS_REST_BS 41 1_PLUS_BSP
1_PLUS_REST_BS 42 1_PLUS_BSP
1_PLUS_REST_BS 50 1_PLUS_BSP
1_PLUS_REST_BS 55 1_PLUS_BSP

1_PLUS_REST_BS 74 1_PLUS_BSP
1_PLUS_REST_BS 76 1_PLUS_BSP
1_PLUS_REST_BS 78 1_PLUS_BSP
1_PLUS_REST_BS 85 1_PLUS_BSP
1_PLUS_REST_BS 86 1_PLUS_BSP
1_PLUS_REST_BS 88 1_PLUS_BSP
1_PLUS_REST_BS 99 1_PLUS_BSP
1_PLUS_CN_BS 17 1_PLUS_BSP
1_PLUS_CN_BS 21 1_PLUS_BSP
1_PLUS_CN_BS 22 1_PLUS_BSP
1_PLUS_CN_BS 23 1_PLUS_BSP
1_PLUS_CN_BS 25 1_PLUS_BSP
1_PLUS_CN_BS 26 1_PLUS_BSP
1_PLUS_CN_BS 27 1_PLUS_BSP
1_PLUS_CN_ICO 17 1_PLUS_BSP
1_PLUS_CN_ICO 21 1_PLUS_BSP
1_PLUS_CN_ICO 22 1_PLUS_BSP
1_PLUS_CN_ICO 23 1_PLUS_BSP
1_PLUS_CN_ICO 25 1_PLUS_BSP
1_PLUS_CN_ICO 26 1_PLUS_BSP
1_PLUS_CN_ICO 27 1_PLUS_BSP
1_PLUS_CN_CLEC 21 1_PLUS_BSP
1_PLUS_CN_CLEC 22 1_PLUS_BSP
1_PLUS_CN_CLEC 23 1_PLUS_BSP
0_PLUS_CN_BS 17 0_PLUS_BSP
0_PLUS_CN_BS 21 0_PLUS_BSP
0_PLUS_CN_BS 22 0_PLUS_BSP
0_PLUS_CN_BS 23 0_PLUS_BSP
0_PLUS_CN_BS 25 0_PLUS_BSP
0_PLUS_CN_BS 26 0_PLUS_BSP
0_PLUS_CN_BS 27 0_PLUS_BSP
0_PLUS_CN_ICO 17 0_PLUS_BSP
0_PLUS_CN_ICO 21 0_PLUS_BSP
0_PLUS_CN_ICO 22 0_PLUS_BSP
0_PLUS_CN_ICO 23 0_PLUS_BSP
0_PLUS_CN_ICO 25 0_PLUS_BSP
0_PLUS_CN_ICO 26 0_PLUS_BSP
0_PLUS_CN_ICO 27 0_PLUS_BSP
0_PLUS_CN_CLEC 21 0_PLUS_BSP
0_PLUS_CN_CLEC 22 0_PLUS_BSP
0_PLUS_CN_CLEC 23 0_PLUS_BSP
1_PLUS_REST_ICO 2 1_PLUS_BSP
1_PLUS_REST_ICO 3 1_PLUS_BSP
1_PLUS_REST_ICO 16 1_PLUS_BSP
1_PLUS_REST_ICO 41 1_PLUS_BSP
1_PLUS_REST_ICO 42 1_PLUS_BSP
1_PLUS_REST_ICO 50 1_PLUS_BSP
1_PLUS_REST_ICO 55 1_PLUS_BSP

1_PLUS_REST_ICO 85 1_PLUS_BSP
1_PLUS_REST_ICO 86 1_PLUS_BSP
1_PLUS_REST_ICO 88 1_PLUS_BSP
1_PLUS_REST_ICO 99 1_PLUS_BSP
0_PLUS_REST_ICO 1 0_PLUS_BSP
0_PLUS_REST_ICO 2 0_PLUS_BSP
0_PLUS_REST_ICO 3 0_PLUS_BSP
0_PLUS_REST_ICO 6 0_PLUS_BSP
0_PLUS_REST_ICO 7 0_PLUS_BSP
0_PLUS_REST_ICO 8 0_PLUS_BSP
0_PLUS_REST_ICO 9 0_PLUS_BSP
0_PLUS_REST_ICO 16 0_PLUS_BSP
0_PLUS_REST_ICO 30 0_PLUS_BSP
0_PLUS_REST_ICO 31 0_PLUS_BSP
0_PLUS_REST_ICO 34 0_PLUS_BSP
0_PLUS_REST_ICO 35 0_PLUS_BSP
0_PLUS_REST_ICO 41 0_PLUS_BSP
0_PLUS_REST_ICO 42 0_PLUS_BSP
0_PLUS_REST_ICO 50 0_PLUS_BSP
0_PLUS_REST_ICO 55 0_PLUS_BSP
0_PLUS_REST_ICO 74 0_PLUS_BSP
0_PLUS_REST_ICO 76 0_PLUS_BSP
0_PLUS_REST_ICO 78 0_PLUS_BSP
0_PLUS_REST_ICO 79 0_PLUS_BSP
0_PLUS_REST_ICO 85 0_PLUS_BSP
0_PLUS_REST_ICO 86 0_PLUS_BSP
0_PLUS_REST_ICO 88 0_PLUS_BSP
0_PLUS_REST_ICO 99 0_PLUS_BSP
1_PLUS_REST_CLEC 2 1_PLUS_BSP
1_PLUS_REST_CLEC 16 1_PLUS_BSP
1_PLUS_REST_CLEC 41 1_PLUS_BSP
1_PLUS_REST_CLEC 42 1_PLUS_BSP
1_PLUS_REST_CLEC 86 1_PLUS_BSP
1_PLUS_REST_CLEC 88 1_PLUS_BSP
1_PLUS_REST_CLEC 99 1_PLUS_BSP
0_PLUS_REST_CLEC 1 0_PLUS_BSP
0_PLUS_REST_CLEC 2 0_PLUS_BSP
0_PLUS_REST_CLEC 6 0_PLUS_BSP
0_PLUS_REST_CLEC 7 0_PLUS_BSP
0_PLUS_REST_CLEC 8 0_PLUS_BSP
0_PLUS_REST_CLEC 9 0_PLUS_BSP
0_PLUS_REST_CLEC 16 0_PLUS_BSP
0_PLUS_REST_CLEC 30 0_PLUS_BSP
0_PLUS_REST_CLEC 31 0_PLUS_BSP
0_PLUS_REST_CLEC 34 0_PLUS_BSP
0_PLUS_REST_CLEC 35 0_PLUS_BSP
0_PLUS_REST_CLEC 41 0_PLUS_BSP
0_PLUS_REST_CLEC 42 0_PLUS_BSP

0_PLUS_REST_CLEC 74 0_PLUS_BSP
0_PLUS_REST_CLEC 76 0_PLUS_BSP
0_PLUS_REST_CLEC 78 0_PLUS_BSP
0_PLUS_REST_CLEC 79 0_PLUS_BSP
0_PLUS_REST_CLEC 86 0_PLUS_BSP
0_PLUS_REST_CLEC 88 0_PLUS_BSP
0_PLUS_REST_CLEC 99 0_PLUS_BSP
0_MIN_RNBK 43 0_MIN_RNBK_TEST

FIFTH REFINEMENT TABLE

The fifth refinement table used is CT4QTIME. Table CT4QTIME provides call type for queuing (CT4Q) refinement on the basis of TIMECRIT, which is a time criterion associated with the call. A set of tables is provided to allow the specification of differently treated times of day for each of the week and for holidays. Table CT4QTIME diverts traffic to a new CT4Q based on the TIMECRIT value determined upon call arrival. This allows for the consolidation of different types of traffic into a smaller number of call types for queuing at known low-traffic periods providing savings in operator requirements. The OLDCT4Q for this table will come from one of the previously used refinement tables or Table QMSTOPS. The switch will look at one or more of the five other tables related to time of day of week criterion before table CT4QTIME is used. First, the switch must determine the daytype. Is today a HOLIDAY? Check Table TQHOLIDAY. If yes, use the DAYTYPE value for index into table TQDAYDEF. Otherwise, use DAYTYPE value from table TQWKDAY for index into table TQDAYDEF. Next, determine TIMECRIT. Index table TQDAYDEF with DAYTYPE. In field TIMESLOT, obtain TIMECRIT for index into table CT4QTIME. The daytype must be datafilled in table TQDAYNAM before it can be used in the other tables. Table TQTIMENM defines the TIMECRIT values used in tables TQDAYDEF and CT4QTIME.

SAMPLE ENTRIES FOR TABLE: CT4QTIME

DA_555_901_T EVENING_NIGHT DA_901_NON_PEAK_T
DA_555_901_T NIGHT TN_DA_NIGHT_CLOSE_DOWN
DA_411_901_T EVENING_NIGHT DA_901_NON_PEAK_T
DA_411_901_T NIGHT TN_DA_NIGHT_CLOSE_DOWN
DA_411_901_OA_T EVENING_NIGHT DA_901_NON_PEAK_T
DA_411_901_OA_T NIGHT TN_DA_NIGHT_CLOSE_DOWN
DA_411_901_DD_T EVENING_NIGHT DA_901_NON_PEAK_T
DA_411_901_DD_T NIGHT TN_DA_NIGHT_CLOSE_DOWN
DA_555_901_OA_T EVENING_NIGHT DA_901_NON_PEAK_T
DA_555_901_OA_T NIGHT TN_DA_NIGHT_CLOSE_DOWN
DA_555_901_DD_T EVENING_NIGHT DA_901_NON_PEAK_T
DA_555_901_DD_T NIGHT TN_DA_NIGHT_CLOSE_DOWN
DA_COIN_T NIGHT TN_DA_COIN_NIGHT_CLOSE_DOWN
DA_REST EVENING_NIGHT DA_901_NON_PEAK_T
DA_REST NIGHT TN_DA_NIGHT_CLOSE_DOWN
REST_DA EVENING_NIGHT DA_901_NON_PEAK_T

REST_DA NIGHT TN_DA_NIGHT_CLOSE_DOWN
DA_AABS EVENING_NIGHT DA_901_NON_PEAK_T
DA_AABS NIGHT TN_DA_NIGHT_CLOSE_DOWN

SAMPLE ENTRIES FOR TABLE: TQWKDAY

TQWKKEY DAYTYPE

MON WEEKDAY
TUE WEEKDAY
WED WEEKDAY
THU WEEKDAY
FRI WEEKDAY
SAT WEEKEND
SUN WEEKEND

SAMPLE ENTRIES FOR TABLE: TQDAYDEF

TQDEFKEY TIMESLOT

WEEKDAY (0 0 NIGHT) (6 0 EVENING_NIGHT) (7 0 DAYTIME)
(22 0 EVENING_NIGHT) (23 59 NIGHT) \$

WEEKEND (0 0 NIGHT) (6 0 EVENING_NIGHT) (23 59 NIGHT) \$
HOLIDAY (0 0 NIGHT) (6 0 EVENING_NIGHT) (23 59 NIGHT) \$
SATURDAY (0 0 NIGHT) (6 0 EVENING_NIGHT) (23 59 NIGHT) \$
\$

SAMPLE ENTRIES FOR TABLE: TQDAYNAM

DAYCODE DAYTYPE

1 WEEKDAY
2 WEEKEND
3 HOLIDAY
4 SATURDAY

SAMPLE ENTRIES FOR TABLE: TQTIMENM

TIMECODE TIMECRIT

0 UNKNOWN_TIMECRIT
1 DAYTIME
2 EVENING_

SIXTH REFINEMENT TABLE

The sixth refinement table used in our sample is listed in the post automated service ordering (POSTAUTO) column. Only calls that have been to an automated service can be further refined in the POSTAUTO ordering. This refinement table is used after all active PREOPR refinements are utilized. Table CT4QCLD provides call type for queuing refinement on the basis of CLDCRIT, which is a called

number criterion associated with the call. The CLDCRIT to be used must first be defined in table TQCLDNAM. Table TQCLDNAM defines a group of names to describe types of called numbers associated with calls. The values in field CLDCRIT in this table are used in table CT4QCLD to segregate incoming traffic in the basis of groups of called digits or called criterion. The OLDCT4Q will come from one of the preopr tables. In our example, the calls will be further refined by the ADASPLUS system. The ADASPLUS system sends the switch a CLDCODE for National Directory Assistance (NDA). The switch will look in table CT4QCLD to see if the OLDCT4Q is listed with a CLDCRIT of NTDA_T . If the OLDCT4Q is not listed, the switch will ignore the CLDCODE criterion

SAMPLE ENTRIES FOR TABLE: TQCLDNAM

| CLDCODE | CLDCRIT |
|---------|---------|
|---------|---------|

| | |
|------------|---------|
| 0 UNKNOWN_ | CLDCRIT |
| 42 NTDA_ | T |

SAMPLE ENTRIES FOR TABLE: CT4QCLD

| OLDCT4Q | CLDCRIT | NEWCT4Q |
|---------|---------|---------|
|---------|---------|---------|

| | | |
|-------------------|--------|--------|
| DA_555_901_T | NTDA_T | NTDA_T |
| DA_411_901_T | NTDA_T | NTDA_T |
| DA_411_901_OA_T | NTDA_T | NTDA_T |
| DA_411_901_DD_T | NTDA_T | NTDA_T |
| DA_555_901_OA_T | NTDA_T | NTDA_T |
| DA_555_901_DD_T | NTDA_T | NTDA_T |
| DA_901_NON_PEAK_T | NTDA_T | NTDA_T |
| DA_COIN_T | NTDA_T | NTDA_T |
| NO_NDA | NTDA_T | NO_NDA |
| DA_REST | NTDA_T | NTDA_T |
| REST_DA | NTDA_T | NTDA_T |

SEVENTH REFINEMENT TABLE

The seventh refinement table used is CT4QLANG. The CT4QLANG (call type for queueing language) table allows companies to specify the language refinement to calls. Table TOPSLANG defines the valid languages for the system. The LANGCRIT is a language criterion and is from existing table TOPSLANG. The NEWCT4Q field is the new CT4Q name assigned to a call that meets the criterion.

SAMPLE ENTRIES FOR TABLE: TOPSLANG

| LANGDIGT | LANGNAME | AUTOLANG | ISUPLANG |
|----------|----------|----------|----------|
|----------|----------|----------|----------|

| | | | |
|----|-----|-----|---|
| 17 | ENG | Y 1 | N |
| 18 | SPA | Y 2 | N |

SAMPLE ENTRIES FOR TABLE: CT4QLANG

| OLDCT4Q | LANGCRIT | NEWCT4Q |
|---------|----------|---------|
|---------|----------|---------|

EMPTY TABLE

FINAL CALL QUEUING

After passing through all the criteria of call type for queuing (CT4Q) refinements, a given call may have had its CT4Q changed several times, or it may still have its initial call type for queuing (CT4Q). After refinement, the final CT4Q is used to determine the call queue, and service to be assigned to the call. Table TQMSFCQA specifies the final call queue (CALLQ) for initial calls and recalls assigned to a call after call type for queuing (CT4Q) refinement is complete. The final CT4Q is used as an index to table TQMSFCQA, which returns a numeric value for the CALLQ that is known by the call agent manager (CAM) component of the TOPS QMS. The call queue must be defined in table TQCQINFO and QMSCQDEF before being assigned in this table.

SAMPLE ENTRIES FOR TABLE: TQMSFCQA **CT4Q CALLQ RECALLQ ASSTAREA**

UNSPEC CQ3 CQ3 SA
CAMA CQ0 CQ0 SA
TA_INW CQ3 CQ3 SA
0_ASSIST_TN CQ3 CQ3 SA
NTDA_T CQ42 CQ42 SA
0_ASSIST_T CQ3 CQ3 SA
0_MINUS_T CQ1 CQ2 SA
0_PLUS_T CQ3 CQ3 SA
1_PLUS_T CQ3 CQ3 SA
DELAY_T CQ3 CQ3 SA
TA_INW_T CQ3 CQ3 SA
DA_555_901_T CQ22 CQ22 SA
INTC_901_T CQ64 CQ64 SA
DA_411_901_T CQ22 CQ22 SA
DA_411_901_OA_T CQ22 CQ22 SA
DA_411_901_DD_T CQ22 CQ22 SA
DA_555_901_OA_T CQ22 CQ22 SA
DA_555_901_DD_T CQ22 CQ22 SA
0_MINUS_COIN_T CQ45 CQ45 SA
0_MINUS_STA_T CQ1 CQ2 SA
0_MINUS_HOTEL_T CQ1 CQ2 SA
0_PLUS_COIN_T CQ45 CQ45 SA
0_PLUS_STA_T CQ3 CQ3 SA
0_PLUS_HOTEL_T CQ3 CQ3 SA
1_PLUS_COIN_T CQ45 CQ45 SA
1_PLUS_STA_T CQ3 CQ3 SA
1_PLUS_HOTEL_T CQ3 CQ3 SA
DA_901_NON_PEAK_T CQ25 CQ25 SA
DA_COIN_T CQ48 CQ48 SA
0_MIN_REST CQ1 CQ2 SA
0_MIN_STA_BS CQ1 CQ2 SA
0_MIN_STA_ICO CQ45 CQ45 SA
0_MIN_STA_CLEC CQ1 CQ2 SA

0_MIN_STA_TEST CQ1 CQ2 SA
0_MIN_CN_BS CQ45 CQ45 SA
0_MIN_CN_ICO CQ45 CQ45 SA
0_MIN_CN_CLEC CQ45 CQ45 SA
0_MIN_CN_TEST CQ1 CQ2 SA
0_MIN_HOT_BS CQ1 CQ2 SA
0_MIN_HOT_ICO CQ45 CQ45 SA
0_MIN_HOT_CLEC CQ1 CQ2 SA
0_MIN_HOT_TEST CQ1 CQ2 SA
0_MIN_REST_BS CQ1 CQ2 SA
0_MIN_REST_ICO CQ45 CQ45 SA
0_MIN_REST_CLEC CQ1 CQ2 SA
0_MIN_REST_TEST CQ1 CQ2 SA
0_MIN_REST_BSS_NVR CQ1 CQ2 SA
0_MIN_REST_ICOS_NVR CQ45 CQ45 SA
0_MIN_REST_CLECS_NVR CQ1 CQ2 SA
0_MIN_REST_BSP_3VR CQ45 CQ45 SA
0_MIN_REST_IPP_3VR CQ45 CQ45 SA
0_MIN_REST_CEL_3VR CQ1 CQ2 SA
0_MIN_AUTO CQ1 CQ2 SA
0_PLUS_REST CQ3 CQ3 SA
1_PLUS_REST CQ3 CQ3 SA
0_PLUS_REST_BS CQ3 CQ3 SA
1_PLUS_REST_BS CQ3 CQ3 SA
0_PLUS_BSP CQ45 CQ45 SA
1_PLUS_BSP CQ45 CQ45 SA
0_MIN_BSP_AUTO CQ45 CQ45 SA
BSP CQ45 CQ45 SA
NO_NDA CQ42 CQ42 SA
0_MIN_CA CQ45 CQ45 SA
0_MIN_ICO_3VR CQ45 CQ45 SA
0_MIN_CLEC_3VR CQ45 CQ45 SA
0_MIN_BSP_ICO_3VR CQ45 CQ45 SA
0_MIN_ICO_IPP CQ45 CQ45 SA
0_MIN_CLEC_IPP CQ45 CQ45 SA
1_PLUS_CN_BS CQ45 CQ45 SA
1_PLUS_CN_ICO CQ45 CQ45 SA
1_PLUS_CN_CLEC CQ45 CQ45 SA
0_PLUS_CN_BS CQ45 CQ45 SA
0_PLUS_CN_ICO CQ45 CQ45 SA
0_PLUS_CN_CLEC CQ45 CQ45 SA
1_PLUS_REST_ICO CQ45 CQ45 SA
0_PLUS_REST_ICO CQ45 CQ45 SA
1_PLUS_REST_CLEC CQ3 CQ3 SA
0_PLUS_REST_CLEC CQ3 CQ3 SA
0_PLUS_STA_CLEC CQ3 CQ3 SA
0_PLUS_HOT_CLEC CQ3 CQ3 SA
1_PLUS_STA_CLEC CQ3 CQ3 SA

1_PLUS_HOT_CLEC CQ3 CQ3 SA
DA_REST CQ22 CQ22 SA
REST_DA CQ22 CQ22 SA
1_PLUS_STA_ICO CQ45 CQ45 SA
1_PLUS_HOT_ICO CQ45 CQ45 SA
0_PLUS_STA_ICO CQ45 CQ45 SA
0_PLUS_HOT_ICO CQ45 CQ45 SA
OA_DA_HOT_ICO CQ45 CQ45 SA
0_PLUS_AABS CQ3 CQ3 SA
0_PLS_AABS_CA CQ45 CQ45 SA
DA_AABS CQ22 CQ22 SA
NDA_AABS CQ42 CQ42 SA
TN_DA_NIGHT_CLOSE_DOWN CQ46 CQ46 SA
TN_DA_COIN_NIGHT_CLOSE_DOWN CQ48 CQ48 SA
DA_EMER CQ1 CQ2 SA

CHARACTERISTICS OF CALL QUEUES **(TABLE QMSCODEF)**

Table QMSCODEF defines the characteristics of the call queues required by each application. The table is indexed by a two-part key containing the application name and a call queue number. Call queue priority (CQPRIO) indicates the priority of the call queue (0 = lowest priority, 126 = highest priority). Calls in queue s with the same priority are then chosen according to call age. Call queue assignable grade of service aging (CQAGS) allows artificial aging of a call. A value between 10 and 80 may be selected, representing aging factors from 1.0X to 8.0X. The age of the oldest call in a queue is multiplied by the queue's aging factor, and the resulting age is used for comparison with the oldest calls in other served queues. A 10 indicates no aging. Call queue maximum size defines the maximum number of calls allowed in the queue, above which all calls are deflected due to queue overflow, including calls with a deflect status of NO DEFLECT. The call is deflected and sent to CQOV treatment. The CQMAXSIZ value should be set so that it is not exceeded during anticipated peak traffic conditions. The CQCDDTIME field should be utilized to control the input of calls to the call queues so that the CQMAXSIZ thresholds are not reached. The deflect area (DEFLAREA) consists of subfield ALLOWDEF and refinements. Allowed deflection (ALLOWDEF) indicates whether a deflection threshold should be considered before queuing a call. If this field is set to N, then calls are queued regardless of the predicted wait time. If calls marked for a call queue are to be deflected when the predicted wait for a call exceeds the threshold specified in field CQCDDTIME, enter Y. A Y entry requires refinements CQCDDTIME and MINODEFL. Call queue call deflection time (CQCDDTIME) is the predicted call wait time in tenths of seconds before the call is deflected from the queue. Minimum no deflection (MINODEFL) is the minimum number of calls in queue below which calls are not deflected, even if the value in CQCDDTIME is exceeded. This prevents calls from being prematurely deflected from call queues with very low or erratic throughput. If the number of calls in queue would be equal to or greater than MINODEFL, then CQCDDTIME is applied. Priority (PRAQAREA) consists of subfield PRIOAQ and refinements. Priority agent queue (PRIOAQ) indicates whether a priority agent (operator) queue should be associated with the given call queue. If this field is set to Y, then the agent queue specified in field AQNUM is searched first for an agent to serve incoming calls, even if agents in other queues able to serve the call have been idle longer. If this field is

set to Y, datafill refinements AQNUM and PRTHTIME are required. Otherwise, if set to N, no further refinements require datafill.

SAMPLE ENTRIES FOR TABLE: QMSCODEF

| APPLNCQ | CQPRIQ | CQAGS | CQMAXSIZ | DEFLAREA | PRAQAREA |
|---------|--------|-------|----------|----------|----------|
|---------|--------|-------|----------|----------|----------|

| | | | | | |
|---------|----|----|------|----------|---|
| TOPS 0 | 10 | 10 | 200 | Y 450 5 | N |
| TOPS 1 | 10 | 10 | 500 | Y 450 5 | N |
| TOPS 2 | 10 | 30 | 500 | Y 450 15 | N |
| TOPS 3 | 10 | 10 | 500 | Y 450 5 | N |
| TOPS 4 | 10 | 30 | 200 | Y 450 25 | N |
| TOPS 5 | 10 | 10 | 450 | Y 450 2 | N |
| TOPS 6 | 10 | 30 | 100 | Y 450 15 | N |
| TOPS 7 | 10 | 10 | 300 | Y 450 1 | N |
| TOPS 8 | 10 | 10 | 300 | Y 450 2 | N |
| TOPS 9 | 10 | 10 | 700 | Y 450 0 | N |
| TOPS 10 | 10 | 10 | 1000 | Y 450 5 | N |
| TOPS 11 | 10 | 10 | 450 | Y 450 2 | N |
| TOPS 12 | 10 | 30 | 250 | Y 450 15 | N |
| TOPS 13 | 10 | 10 | 450 | Y 450 2 | N |
| TOPS 14 | 10 | 30 | 250 | Y 450 15 | N |
| TOPS 15 | 10 | 10 | 1000 | Y 450 5 | N |
| TOPS 16 | 10 | 10 | 700 | Y 450 5 | N |
| TOPS 17 | 10 | 10 | 450 | Y 450 2 | N |
| TOPS 18 | 10 | 30 | 250 | Y 450 15 | N |
| TOPS 19 | 10 | 10 | 300 | Y 450 2 | N |
| TOPS 20 | 10 | 30 | 100 | Y 450 15 | N |
| TOPS 21 | 10 | 10 | 50 | Y 450 0 | N |
| TOPS 22 | 10 | 10 | 350 | Y 450 5 | N |
| TOPS 23 | 10 | 10 | 450 | Y 450 2 | N |
| TOPS 24 | 10 | 10 | 450 | Y 450 2 | N |
| TOPS 25 | 10 | 10 | 600 | Y 450 5 | N |
| TOPS 26 | 10 | 10 | 1000 | Y 450 5 | N |
| TOPS 27 | 10 | 10 | 700 | Y 450 0 | N |
| TOPS 28 | 10 | 10 | 250 | Y 450 2 | N |
| TOPS 29 | 10 | 30 | 100 | Y 450 15 | N |
| TOPS 30 | 10 | 10 | 250 | Y 450 2 | N |
| TOPS 31 | 10 | 30 | 150 | Y 450 15 | N |
| TOPS 32 | 10 | 10 | 200 | Y 450 2 | N |
| TOPS 33 | 10 | 10 | 300 | Y 450 0 | N |
| TOPS 34 | 10 | 10 | 500 | Y 450 0 | N |
| TOPS 35 | 10 | 10 | 300 | Y 450 0 | N |
| TOPS 36 | 10 | 10 | 300 | Y 450 0 | N |
| TOPS 37 | 10 | 10 | 200 | Y 450 0 | N |
| TOPS 38 | 10 | 10 | 1200 | Y 450 0 | N |

TOPS 39 10 10 1200 Y 450 0 N
TOPS 40 10 10 1200 Y 450 0 N
TOPS 41 10 10 1200 Y 450 0 N
TOPS 42 10 10 1200 Y 450 0 N
TOPS 43 10 10 250 Y 450 2 N
TOPS 44 10 10 450 Y 450 2 N
TOPS 45 10 10 500 Y 450 5 N
TOPS 46 10 10 500 Y 450 5 N
TOPS 47 10 10 200 Y 450 5 N
TOPS 48 10 10 100 Y 450 5 N
TOPS 49 10 10 100 N N
TOPS 50 10 10 100 N N
TOPS 51 10 10 100 N N
TOPS 52 10 10 100 N N
TOPS 53 10 10 200 Y 450 0 N
TOPS 54 10 10 100 N N
TOPS 55 10 10 200 Y 450 0 N
TOPS 56 10 10 200 N N
TOPS 57 10 10 200 N N
TOPS 58 10 10 200 N N
TOPS 59 10 10 200 N N
TOPS 60 10 10 200 N N
TOPS 61 10 10 200 N N
TOPS 62 10 10 200 N N
TOPS 63 10 10 200 N N
TOPS 64 10 10 0 Y 0 0 N

**CALL SERVICES QUEUE
(TABLE TQCQINFO)**

Table TQCQINFO marks the service of each call based on the call queue (CALLQ) assigned in table TQMSFCQA. The value in field QMSSEV corresponds to a value in Table TQMSSERV. Fields CWOFF and CWON allow the operator's Call Waiting (CW) displays to function. The call waiting on and off time is entered in tenths of seconds. The emergency treatment that will be used when call deflection is activated is also defined in the table. The treatment used must first be defined in Table TMTCNLT.TREAT.

Sample entries for table: TQCQINFO

CALLQ QMSSEV CWOFF CWON TREAT

CQ0 TOPS_TA 60 140 EMR3 N
CQ1 TOPS_TA 60 140 EMR4 N
CQ2 TOPS_TA 60 140 EMR4 N
CQ3 TOPS_TA 60 140 EMR3 N
CQ4 TOPS_DA 60 140 EMR5 N
CQ22 TOPS_DA 60 140 EMR5 N
CQ23 TOPS_TA 60 140 EMR3 N

CQ25 TOPS_DA 60 140 EMR5 N
CQ42 TOPS_DA 60 140 EMR5 N
CQ45 TOPS_TA 60 140 EMR3 N
CQ46 TOPS_DA 60 140 EMR5 N
CQ48 TOPS_DA 60 140 EMR5 N
CQ64 TOPS_INTC 60 140 EMR6 N

INDIVIDUAL OPERATOR SERVICES PROFILE (TABLE TQMSSERV)

Table TQMSSERV defines a list of services that each operator can provide in the Queue Management System (QMS). Every TOPS QMS call is assigned one of the service names datafilled in this table. The service index number is any number from 0 to 62. The QMS service name (QMSSERV) is an alphanumeric character of up to 32 characters. This is the name that will be used in Table TQCQINFO. Basic service name (BASESERV) consists of subfield basic service name selector (BASESERV_SEL). Services are defined as TASERV, DASERV, or INTCserv. DASERV and INTCserv service requires the use of a subset for APPLICATION and SETNO. APPLICATION and SETNO refer to the database link set number previously defined in table SERVICES. Implicit CT4Q (IMPLCT4Q) assigns a CT4Q implicitly to the call when the service changed through operator keying actions. QMS service type (SERVTYPE) consists of selector SERVTYPE_SEL and refinements. The values are defined as BASE or CUSTOM. Base mimics non QMS services, Custom requires datafill refinements. The AUTOAMA subfield automatically produce AMA record when changing from this service to any other service. Enter No (N) if an automatic message accounting (AMA) record is not to be produced when the operator changes the call from this service to any other service.

SAMPLE ENTRIES FOR TABLE: TQMSSERV

SERVNUM QMSSERV BASESERV IMPLCT4Q SERVTYPE

0 TOPS_TA TASERV 0_MINUS_LA BASE N
1 TOPS_DA DASERV TOPSVR2 0 DA_411_LA BASE Y
2 TOPS_INTC INTCserv TOPSVR2 0 DA_411_LA BASE N
3 GOLDEN DASERV TOPSVR2 0 DA_411_LA CUSTOM 951 DALocal SERVBILL Y
4 IQ411 DASERV TOPSVR2 0 DA_411_MS BASE Y
5 BUSINESS DASERV STUB 0 DA_411_LA CUSTOM 930 TOLLFREE SERVBILL Y
6 AIRPORT_DELAY DASERV STUB 0 DA_411_LA CUSTOM 931 TOLLFREE SERVBILL Y
7 MOVIES DASERV STUB 0 DA_411_LA CUSTOM 932 TOLLFREE SERVBILL Y
8 SPORTS DASERV STUB 0 DA_411_LA CUSTOM 933 TOLLFREE SERVBILL Y
9 WEATHER DASERV STUB 0 DA_411_LA CUSTOM 934 TOLLFREE SERVBILL Y
10 SKI_REPORT DASERV STUB 0 DA_411_LA CUSTOM 935 TOLLFREE SERVBILL Y
11 ETURN DASERV STUB 0 DA_411_LA BASE Y
12 ADA DASERV TOPSVR2 0 DA_411_LA CUSTOM 951 DALocal SERVBILL Y

TOPS QMS INDIVIDUAL POSITION PROFILES (TABLE TQSVPROF)

Table TQSVPROF creates service profiles by associating lists of TOPS QMS service names with a QMS service profile number. The service profiles defined are then available for inclusion in Tables TOPSPOS and TQOPROF. These profiles then indicate the TOPS QMS services that a TOPS QMS position is configured to provide, and the TOPS QMS services that a TOPS QMS operator is designated to provide. In table TOPSPOS all operator positions have been assigned PROFNUM 4 which includes the 3 basic services. Operators are assigned a PROFNUM that reflects the services they handle.

SAMPLE ENTRIES FOR TABLE: TQSVPROF
PROFNUM

SVCLIST

0 (TOPS_TA) \$
1 (TOPS_DA) (TOPS_INTC) \$
2 (TOPS_DA) \$
3 (TOPS_TA) (TOPS_DA) \$
4 (TOPS_TA) (TOPS_DA) (TOPS_INTC) \$
5 (TOPS_DA) (TOPS_INTC) (GOLDEN) \$
6 (TOPS_TA) (TOPS_DA) (TOPS_INTC) (GOLDEN) \$
7 (IQ411) \$
8 (TOPS_TA) (TOPS_DA) (TOPS_INTC) (BUSINESS) (AIRPORT_DELAY) (MOVIES)
(SPORTS) (WEATHER) (SKI_REPORT) \$

9 (TOPS_TA) (TOPS_DA) (BUSINESS) (AIRPORT_DELAY) (MOVIES) (SPORTS) (WEATHER)
(SKI_REPORT) \$

10 (TOPS_TA) (TOPS_DA) (TOPS_INTC) (BUSINESS) (AIRPORT_DELAY) (MOVIES)
(SPORTS) (WEATHER) (SKI_REPORT) (ETURN) \$

**TOPS SYSTEM FUNCTIONS AND CHARACTERISTICS
(TABLE TOPSPOS)**

Table TOPSPOS specifies the functions and characteristics of all Traffic Operator Position System (TOPS) positions. This table contains information describing the location of the trunk circuits associated with the positions. The QMSCAM selector is only used if the TOPS office has the Queue Management System (QMS) software package. Corecam is entered to specify that the location of the call and agent manager (CAM) is the core. The service profile number (SERVPROF) is selected from one of the profiles datafilled in Table TQSRVPROF.

SAMPLE ENTRIES FOR TABLE: TOPSPOS

| POSNO | VCCKT | VCPDGRP | CARDCODE | DATAPATH | POSAREA |
|-------|-------------|----------|---------------------------------|----------|---------|
| 3301 | TMS 6 5 3 | TPOS DS1 | SIG TMS MP OPP 160 2 OPR 1 4 | | |
| 5501 | TMS 12 5 1 | TPOS DS1 | SIG TMS MP OPP 178 0 OPR 2 4 | | |
| 531 | TMS 10 2 21 | TPOS DS1 | SIG TMS MP OPP 244 2 OPR 5 4 | | |
| 2601 | TMS 1 0 1 | TPOS DS1 | SIG TMS MP OPP 1 0 OPR 6 4 | | |
| 401 | TMS 6 3 1 | TPOS DS1 | SIG TMS MP OPP 145 0 ASST 9 ALL | | |
| 1001 | TMS 6 0 1 | TPOS DS1 | SIG TMS MP OPP 201 0 OPR 10 4 | | |
| 1101 | TMS 0 5 1 | TPOS DS1 | SIG TMS MP OPP 57 0 OPR 11 4 | | |

701 TMS 0 3 1 TPOS DS1SIG TMS MP OPP 73 0 OPR 7 4
4301 TMS 5 5 1 TPOS DS1SIG TMS MP OPP 130 0 OPR 12 4
1401 TMS 5 0 1 TPOS DS1SIG TMS MP OPP 111 0 OPR 14 4
1217 TMS 2 5 1 TPOS DS1SIG TMS MP OPP 25 0 ASST 15 ALL
2301 TMS 0 4 1 TPOS DS1SIG TMS MP OPP 33 0 OPR 16 6
1330 TMS 2 0 8 TPOS DS1SIG TMS MP OPP 54 1 OPR 9 4

CALL QUEUE PROFILES **(TABLE TQCOPROF)**

Table TOPS QMS Call Queue Profile Table (TQOPROF) defines call queue profiles by associating lists of call queues with a call queue profile number. Individual operator numbers are then associated with one of these profile numbers. Datafill for profiles common to several operators is centralized for easier maintenance and reduced data storage. Call queue profiles datafilled using office-wide priorities contain a list of call queues. The priority and assignable grade of service aging (AGS) associated with each of the call queues specified are the office-wide values defined for the call queue in table QMSCQDEF. Office-wide priority call queue profiles result in consistent office-wide priorities and AGS values being applied to all operators. To override the system priority and AGS associated with each call queue, the particular profile is datafilled using priority and AGS values specific to that profile. To use this override, set PRIOTYPE to PROF. PROF gives you the ability to use each of up to four priority levels labeled PRIO3, PRIO2, PRIO1, and PRIO0, with PRIO3 being the highest priority level. Each priority level can list up to 32 call queues along with the desired AGS for each call queue listed.

SAMPLE ENTRIES FOR TABLE: TQCOPROF

CQPROFNM DLAYCT4Q AGENTQ PRIOAREA

0 DELAYCQ_LA AQ1 OFC (CQ38) (CQ39) (CQ40) (CQ41) (CQ42) (CQ56) (CQ57) (CQ58)
(CQ59) (CQ51) (CQ49) (CQ46) (CQ47) (CQ9) (CQ10) (CQ26) (CQ27) (CQ15) (CQ16)
\$

1 DELAYCQ_LA AQ0 OFC (CQ0) (CQ1) (CQ2) (CQ3) (CQ4) (CQ5) (CQ6) (CQ7) (CQ8)
(CQ11) (CQ12) (CQ13) (CQ14) (CQ17) (CQ18) (CQ19) (CQ20) (CQ28) (CQ29) (CQ30)
(CQ31) \$

2 DA_411_LA AQ1 PROF (CQ10 30) (CQ15 20) (CQ9 10) (CQ16 10) (CQ26 10)
(CQ27 10) (CQ21 10) (CQ46 10) (CQ47 10) \$ \$ \$ \$

3 DELAYCQ_LA AQ0 OFC (CQ0) (CQ1) (CQ3) (CQ5) (CQ6) (CQ7) (CQ8) (CQ11) (CQ12)
(CQ13) (CQ14) (CQ17) (CQ18) (CQ19) (CQ20) (CQ28) (CQ29) (CQ30) (CQ31) (CQ2)
\$

4 DELAYCQ_LA AQ5 PROF (CQ32 30) (CQ0 10) (CQ1 10) (CQ2 10) (CQ3 10) (CQ5 10)
(CQ6 10) (CQ7 10) (CQ8 10) (CQ11 10) (CQ12 10) (CQ13 10) (CQ14 10) (CQ17 10)
(CQ18 10) (CQ19 10) (CQ20 10) (CQ28 10) (CQ29 10) (CQ30 10) (CQ31 10) \$ \$ \$
\$

5 DA_411_LA AQ1 PROF (CQ10 20) (CQ15 20) (CQ46 10) (CQ47 20) (CQ48 20)
(CQ9 10) (CQ16 10) (CQ27 10) (CQ26 20) \$ \$ \$ \$

6 DA_411_AL AQ3 PROF (CQ15 20) (CQ26 10) (CQ9 10) (CQ10 10) (CQ16 10)
(CQ27 10) \$ \$ \$ \$

7 DA_411_LA AQ1 OFC (CQ10) (CQ15) (CQ9) (CQ26) (CQ27) (CQ46) (CQ47) (CQ16) \$
8 DA_411_MS AQ2 PROF (CQ26 20) (CQ15 10) (CQ9 10) (CQ10 10) (CQ27 10)
(CQ16 10) \$ \$ \$ \$

9 DA_411_MS AQ2 PROF (CQ26 20) (CQ47 20) (CQ46 10) (CQ15 20) (CQ27 10)
(CQ9 10) (CQ10 20) (CQ16 10) \$ \$ \$ \$

10 EDA AQ4 OFC (CQ56) \$
12 DELAYCQ_LA AQ12 OFC (CQ23) (CQ24) (CQ43) (CQ44) (CQ45) \$
13 NTDA_LA AQ4 OFC (CQ38) (CQ39) (CQ40) (CQ41) (CQ42) (CQ33) (CQ49) \$
15 COINREFUND AQ5 OFC (CQ32) \$
16 DELAYCQ_LA AQ0 OFC (CQ0) (CQ1) (CQ2) (CQ3) (CQ5) (CQ6) (CQ7) (CQ8) (CQ11)
(CQ12) (CQ13) (CQ14) (CQ17) (CQ18) (CQ19) (CQ20) (CQ23) (CQ24) (CQ28) (CQ29)
(CQ30) (CQ31) (CQ32) (CQ43) (CQ44) (CQ45) \$

17 DELAYCQ_LA AQ12 OFC (CQ23) (CQ24) (CQ43) (CQ44) (CQ45) \$
19 SPANISH_DA AQ4 OFC (CQ55) (CQ53) \$
20 EDA AQ4 PROF (CQ50 10) \$ (CQ38 10) (CQ39 10) (CQ40 10) (CQ41 10)
(CQ42 10) (CQ33 10) \$ \$ \$

22 NTDA_LA AQ4 OFC (CQ38) (CQ39) (CQ40) (CQ41) (CQ42) (CQ33) (CQ49) (CQ51) \$

OPERATOR NUMBER SPECIFICATION MATCH **(TABLE TQOPROF)**

Table TOPS QMS Operator Profile (TQOPROF) allows specification of which Traffic Operator Position System (TOPS) QMS calls selection and service profiles apply to a particular operator number. The table also allows specification of the team of which the operator is a member, for the purposes of force management (FM). When an operator logs on to a suitably configured position, calls are presented according to the operator's call selection profile. Once a call arrives at a position, the operator can provide for the call any service defined in the operator's TOPS QMS service profile.

SAMPLE ENTRIES FOR TABLE: TQOPROF

| <u>OPRNUM</u> | <u>DFLT</u> | <u>TEAM</u> | <u>SVC</u> | <u>PRNUM</u> | <u>CAP</u> | <u>PRNUM</u> | <u>SELAREA</u> | <u>FMAREA</u> | <u>ACWAREA</u> |
|----------------------|--------------------|--------------------|-------------------|---------------------|-------------------|---------------------|-----------------------|----------------------|-----------------------|
| 100 | 15 | 2 | 0 | CALLQ | 2 | N | N | | |
| 600 | 1 | 1 | 0 | CALLQ | 13 | N | N | | |
| 3700 | 2 | 4 | 0 | CALLQ | 19 | N | N | | |
| 200 | 5 | 0 | 0 | CALLQ | 3 | N | N | | |
| 2200 | 6 | 1 | 0 | CALLQ | 5 | N | N | | |
| 2300 | 7 | 3 | 0 | CALLQ | 7 | N | N | | |
| 1005 | 9 | 0 | 0 | CALLQ | 12 | N | N | | |
| 1101 | 10 | 0 | 0 | CALLQ | 3 | N | N | | |

| | | | | | | |
|------|----|---|---|----------|---|---|
| 1300 | 10 | 0 | 0 | CALLQ 4 | N | N |
| 1700 | 11 | 1 | 0 | CALLQ 9 | N | N |
| 6300 | 12 | 1 | 0 | CALLQ 22 | N | N |
| 800 | 14 | 1 | 0 | CALLQ 6 | N | N |
| 2600 | 15 | 1 | 0 | CALLQ 13 | N | N |
| 6000 | 16 | 1 | 0 | CALLQ 13 | N | N |
| 3800 | 18 | 3 | 0 | CALLQ 7 | N | N |

SAMPLE DATA EXAMPLES

Listed below is sample data captured from a TOPS switch. Bell and CLEC DA and Toll & Assist trunk groups are shown starting with table TRKGRP. QVIEW was used to show the refinement tables used and the final call queue assignment for the 3 DA originating call types and an OA call originating type.

TABLE: TRKGRP

FRDS0DACC TOPS 11 EML6 NCRT IC MIDL 901 901 TTOP NLCA NSCR Y DA COMBINED N Y
4 0000 NONE OSS TOPSBC 16 4 4 Y OFFHK N N \$

XPCDAJCC901 TOPS 11 EML6 NCRT IC MIDL 901 901 TTOP NLCA NSCR Y DA NONCOIN N
Y 31 0031 NONE BELL TOPSBC 999 4 4 Y N OFFHK N N \$

TABLE: STDPRCT

TABLE: STDPRCT

TTOP (1) (0)

411 411 T NL 0 TOPS 411 3 3 NONE

5551212 5551212 T DD 0 OFR2 47 7 7 NONE

9015551212 9015551212 T DD 0 OFR2 47 10 10 NONE

TABLE: TOPSTOPT

FRDS0DACC Y BS Y ADASPLUS IMMEDIATE N NONE 0 N N N N N N

XPCDAJCC901 Y CLEC Y ADASPLUS IMMEDIATE N NONE 0 Y N N N N N

The current values of the QVIEW variables are:

ORDER = PREOPR

USE = ACTIVE

TRACECO = 411

TRACECT4Q = Unassigned

FROMTABLE = Unassigned

TOTABLE = Unassigned

SUMMARY = Unassigned

**** QVIEW REPORT on ACTIVE table for PREOPR Ordering**

CO: 411 --->>> CT4Q: DA_411_901_T
=====

| OLDCT4Q | TABLE CRITERION | NEWCT4Q | ASSIGNMENT INFO |
|--------------|-----------------|--------------------|-----------------|
| DA_411_901_T | PFXT OA | DA_411_901_O | CQ22 TOPS_DA |
| DA_411_901_O | CLAS COIN | DA_COIN_T | CQ48 TOPS_DA |
| DA_COIN_T | TIME NIGHT | TN_DA_COIN_N | CQ48 TOPS_DA |
| DA_411_901_O | TIME EVENING | NIGHT DA_901_NON_P | CQ25 TOPS_DA |
| DA_411_901_O | TIME NIGHT | TN_DA_NIGHT_ | CQ46 TOPS_DA |
| DA_411_901_T | PFXT DD | DA_411_901_D | CQ22 TOPS_DA |
| DA_411_901_D | CLAS COIN | DA_COIN_T | CQ48 TOPS_DA |
| DA_COIN_T | TIME NIGHT | TN_DA_COIN_N | CQ48 TOPS_DA |
| DA_411_901_D | CLAS RESTRICTED | DA_REST | CQ22 TOPS_DA |
| DA_REST | ORIG BS | REST_DA | CQ22 TOPS_DA |
| REST_DA | REST | 2 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 3 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 41 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 42 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 43 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 50 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 55 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 85 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 88 NTDA_T | CQ42 TOPS_DA |
| REST_DA | TIME EVENING | NIGHT DA_901_NON_P | CQ25 TOPS_DA |
| REST_DA | TIME NIGHT | TN_DA_NIGHT_ | CQ46 TOPS_DA |
| DA_REST | ORIG ICO | REST_DA | CQ22 TOPS_DA |
| REST_DA | REST | 2 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 3 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 41 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 42 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 43 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 50 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 55 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 85 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 88 NTDA_T | CQ42 TOPS_DA |
| REST_DA | TIME EVENING | NIGHT DA_901_NON_P | CQ25 TOPS_DA |
| REST_DA | TIME NIGHT | TN_DA_NIGHT_ | CQ46 TOPS_DA |
| DA_REST | ORIG CLEC | REST_DA | CQ22 TOPS_DA |
| REST_DA | REST | 2 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 3 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 41 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 42 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 43 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 50 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 55 NTDA_T | CQ42 TOPS_DA |

| | | | | | |
|--------------|--------------------|--------------|--------|------|---------|
| REST_DA | REST | 85 | NTDA_T | CQ42 | TOPS_DA |
| REST_DA | REST | 88 | NTDA_T | CQ42 | TOPS_DA |
| REST_DA | TIME EVENING_NIGHT | DA_901 | NON_P | CQ25 | TOPS_DA |
| REST_DA | TIME NIGHT | TN_DA_NIGHT_ | | CQ46 | TOPS_DA |
| DA_REST | TIME EVENING_NIGHT | DA_901 | NON_P | CQ25 | TOPS_DA |
| DA_REST | TIME NIGHT | TN_DA_NIGHT_ | | CQ46 | TOPS_DA |
| DA_411_901_D | ORIG NTDA | NTDA_T | | CQ42 | TOPS_DA |
| DA_411_901_D | ORIG ICO | NTDA_T | | CQ42 | TOPS_DA |
| DA_411_901_D | TIME EVENING_NIGHT | DA_901 | NON_P | CQ25 | TOPS_DA |
| DA_411_901_D | TIME NIGHT | TN_DA_NIGHT_ | | CQ46 | TOPS_DA |
| DA_411_901_T | CLAS COIN | DA_COIN_T | | CQ48 | TOPS_DA |
| DA_COIN_T | TIME NIGHT | TN_DA_COIN_N | | CQ48 | TOPS_DA |
| DA_411_901_T | ORIG NTDA | NTDA_T | | CQ42 | TOPS_DA |
| DA_411_901_T | TIME EVENING_NIGHT | DA_901 | NON_P | CQ25 | TOPS_DA |
| DA_411_901_T | TIME NIGHT | TN_DA_NIGHT_ | | CQ46 | TOPS_DA |
| DA_411_901_T | TQMSFCQA | | | CQ22 | TOPS_DA |

** SUMMARY REPORT on ACTIVE table for PREOPR Ordering

| CT4Q TABLE | NUMBER OF REFINEMENTS |
|------------|-----------------------|
| ----- | ----- |
| CT4QPFXT | 2 |
| CT4QCLAS | 4 |
| CT4QORIG | 6 |
| CT4QREST | 27 |
| CT4QTIME | 17 |

CT4Qs NOT assigned a call queue or control list:

| CT4Q | TABLE |
|------|-------|
| ---- | ----- |

** QVIEW REPORT on ACTIVE table for PREOPR Ordering

| | |
|---------|----------------------------|
| CO: 555 | ---->>> CT4Q: DA_555_901_T |
| | ===== |

| OLDCT4Q | TABLE CRITERION | NEWCT4Q | ASSIGNMENT INFO |
|---------------------------------|--------------------|--------------|-----------------|
| ----- | ----- | ----- | |
| DA_555_901_T PFXT OA | | DA_555_901_O | CQ22 TOPS_DA |
| DA_555_901_O CLAS COIN | | DA_COIN_T | CQ48 TOPS_DA |
| DA_COIN_T TIME NIGHT | | TN_DA_COIN_N | CQ48 TOPS_DA |
| DA_555_901_O TIME EVENING_NIGHT | | DA_901_NON_P | CQ25 TOPS_DA |
| DA_555_901_O TIME NIGHT | | TN_DA_NIGHT_ | CQ46 TOPS_DA |
| DA_555_901_T PFXT DD | | DA_555_901_D | CQ22 TOPS_DA |
| DA_555_901_D CLAS COIN | | DA_COIN_T | CQ48 TOPS_DA |
| DA_COIN_T TIME NIGHT | | TN_DA_COIN_N | CQ48 TOPS_DA |
| DA_555_901_D CLAS RESTRICTED | | DA_REST | CQ22 TOPS_DA |
| DA_REST | ORIG BS | REST_DA | CQ22 TOPS_DA |
| REST_DA | REST | 2 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 3 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 41 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 42 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 43 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 50 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 55 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 85 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 88 NTDA_T | CQ42 TOPS_DA |
| REST_DA | TIME EVENING_NIGHT | DA_901_NON_P | CQ25 TOPS_DA |
| REST_DA | TIME NIGHT | TN_DA_NIGHT_ | CQ46 TOPS_DA |
| DA_REST | ORIG ICO | REST_DA | CQ22 TOPS_DA |
| REST_DA | REST | 2 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 3 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 41 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 42 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 43 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 50 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 55 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 85 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 88 NTDA_T | CQ42 TOPS_DA |
| REST_DA | TIME EVENING_NIGHT | DA_901_NON_P | CQ25 TOPS_DA |
| REST_DA | TIME NIGHT | TN_DA_NIGHT_ | CQ46 TOPS_DA |
| DA_REST | ORIG CLEC | REST_DA | CQ22 TOPS_DA |
| REST_DA | REST | 2 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 3 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 41 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 42 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 43 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 50 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 55 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 85 NTDA_T | CQ42 TOPS_DA |
| REST_DA | REST | 88 NTDA_T | CQ42 TOPS_DA |
| REST_DA | TIME EVENING_NIGHT | DA_901_NON_P | CQ25 TOPS_DA |
| REST_DA | TIME NIGHT | TN_DA_NIGHT_ | CQ46 TOPS_DA |

DA_REST TIME EVENING_NIGHT DA_901_NON_P CQ25 TOPS_DA
DA_REST TIME NIGHT TN_DA_NIGHT_ CQ46 TOPS_DA
DA_555_901_D ORIG NTDA NTDA_T CQ42 TOPS_DA
DA_555_901_D ORIG ICO NTDA_T CQ42 TOPS_DA
DA_555_901_D TIME EVENING_NIGHT DA_901_NON_P CQ25 TOPS_DA
DA_555_901_D TIME NIGHT TN_DA_NIGHT_ CQ46 TOPS_DA
DA_555_901_T CLAS COIN DA_COIN_T CQ48 TOPS_DA
DA_COIN_T TIME NIGHT TN_DA_COIN_N CQ48 TOPS_DA
DA_555_901_T ORIG NTDA NTDA_T CQ42 TOPS_DA
DA_555_901_T TIME EVENING_NIGHT DA_901_NON_P CQ25 TOPS_DA
DA_555_901_T TIME NIGHT TN_DA_NIGHT_ CQ46 TOPS_DA

DA_555_901_T TQMSFCQA CQ22 TOPS_DA

** SUMMARY REPORT on ACTIVE table for PREOPR Ordering

| CT4Q TABLE | NUMBER OF REFINEMENTS |
|------------|-----------------------|
| ----- | ----- |
| CT4QPFXT | 2 |
| CT4QCLAS | 4 |
| CT4QORIG | 6 |
| CT4QREST | 27 |
| CT4QTIME | 17 |

CT4Qs NOT assigned a call queue or control list:

| CT4Q | TABLE |
|------|-------|
| ---- | ----- |

TABLE: TRKGRP
FRDS0ETCM4 TOPS 13 EML6 NCRT IC MIDL 901 901 D201 MPHS WMPS Y SP COMBINED N
Y 4 0000 NONE OSS TOPSBC 10 5 5 N OFFHK N N \$

MMPHMAXHZCM4 TOPS 14 EML6 NCRT IC MIDL 901 901 OLEC_CM4 NLCA NSCR Y SP
COMBINED N Y 31 0031 NONE BELL TOPSBC 999 4 4 Y N OFFHK N N \$

TABLE: STDPRCT
D201 (1)(0)

0 0 T OA 1 OFRT 154 1 1 NONE

OLEC_CM4 (1)(0)

0 0 T OA 1 OFRT 154 1 1 NONE

TABLE: TOPSTOPT

FRDS0DACC Y BS Y ADASPLUS IMMEDIATE N NONE 0 N N N N N N

XPCDAJCC901 Y CLEC Y ADASPLUS IMMEDIATE N NONE 0 Y N N N N N

** QVIEW REPORT on ACTIVE table for PREOPR Ordering

CO: OA ---->>> CT4Q: 0_PLUS_T

| OLDCT4Q | TABLE CRITERION | NEWCT4Q | ASSIGNMENT INFO |
|-----------------------|-----------------|---------------|-----------------|
| 0_PLUS_T | CLAS COIN | 0_PLUS_COIN_ | CTRL: 0PLCA_C |
| 0_PLUS_COIN_ORIG BS | | 0_PLUS_CN_BS | CTRL: 0PLCA_C |
| 0_PLUS_CN_BS REST | | 17 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_CN_BS REST | | 21 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_CN_BS REST | | 22 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_CN_BS REST | | 23 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_CN_BS REST | | 25 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_CN_BS REST | | 26 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_CN_BS REST | | 27 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_COIN_ORIG ICO | | 0_PLUS_CN_IC | CTRL: 0PLCA_C |
| 0_PLUS_CN_IC REST | | 17 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_CN_IC REST | | 21 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_CN_IC REST | | 22 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_CN_IC REST | | 23 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_CN_IC REST | | 25 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_CN_IC REST | | 26 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_CN_IC REST | | 27 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_COIN_ORIG CLEC | | 0_PLUS_CN_CL | CTRL: 0PLCA_C |
| 0_PLUS_CN_CL REST | | 21 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_CN_CL REST | | 22 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_CN_CL REST | | 23 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_T | CLAS STATION | 0_PLUS_STA_T | CTRL: 0PLTA_C |
| 0_PLUS_STA_T ORIG ICO | | 0_PLUS_CN_IC | CTRL: 0PLCA_C |
| 0_PLUS_CN_IC REST | | 17 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_CN_IC REST | | 21 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_CN_IC REST | | 22 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_CN_IC REST | | 23 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_CN_IC REST | | 25 0_PLUS_BSP | CTRL: 0PLCA_C |

| | | |
|--------------------------|---------------|---------------|
| 0_PLUS_CN_IC REST | 26 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_CN_IC REST | 27 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_STA_T ORIG CLEC | 0_PLUS_STA_C | CTRL: 0PLTA_C |
| 0_PLUS_T CLAS HOTEL | 0_PLUS_HOTEL | CTRL: 0PLTA_C |
| 0_PLUS_HOTEL ORIG ICO | 0_PLUS_CN_IC | CTRL: 0PLCA_C |
| 0_PLUS_CN_IC REST | 17 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_CN_IC REST | 21 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_CN_IC REST | 22 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_CN_IC REST | 23 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_CN_IC REST | 25 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_CN_IC REST | 26 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_CN_IC REST | 27 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_HOTEL ORIG CLEC | 0_PLUS_HOT_C | CTRL: 0PLTA_C |
| 0_PLUS_T CLAS RESTRICTED | 0_PLUS_REST | CTRL: 0PLTA_C |
| 0_PLUS_REST ORIG BS | 0_PLUS_REST_ | CTRL: 0PLTA_C |
| 0_PLUS_REST_ REST | 1 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_ REST | 2 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_ REST | 3 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_ REST | 6 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_ REST | 7 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_ REST | 8 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_ REST | 9 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_ REST | 16 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_ REST | 17 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_ REST | 25 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_ REST | 26 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_ REST | 27 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_ REST | 30 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_ REST | 31 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_ REST | 34 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_ REST | 35 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_ REST | 41 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_ REST | 42 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_ REST | 43 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_ REST | 50 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_ REST | 55 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_ REST | 74 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_ REST | 76 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_ REST | 78 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_ REST | 85 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_ REST | 86 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_ REST | 88 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_ REST | 99 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST ORIG ICO | 0_PLUS_REST_ | CTRL: 0PLCA_C |
| 0_PLUS_REST_ REST | 1 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_ REST | 2 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_ REST | 3 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_ REST | 6 0_PLUS_BSP | CTRL: 0PLCA_C |

| | | |
|-----------------------|---------------|---------------|
| 0_PLUS_REST_REST | 7 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_REST | 8 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_REST | 9 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_REST | 16 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_REST | 30 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_REST | 31 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_REST | 34 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_REST | 35 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_REST | 41 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_REST | 42 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_REST | 43 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_REST | 50 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_REST | 55 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_REST | 74 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_REST | 76 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_REST | 78 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_REST | 85 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_REST | 86 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_REST | 88 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_REST | 99 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_ORIG_CLEC | 0_PLUS_REST_ | CTRL: 0PLTA_C |
| 0_PLUS_REST_REST | 1 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_REST | 2 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_REST | 6 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_REST | 7 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_REST | 8 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_REST | 9 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_REST | 16 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_REST | 30 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_REST | 31 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_REST | 34 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_REST | 35 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_REST | 41 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_REST | 42 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_REST | 74 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_REST | 76 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_REST | 78 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_REST | 86 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_REST | 88 0_PLUS_BSP | CTRL: 0PLCA_C |
| 0_PLUS_REST_REST | 99 0_PLUS_BSP | CTRL: 0PLCA_C |

0_PLUS_T TQMSFCQA

CQ3 TOPS_TA

** SUMMARY REPORT on ACTIVE table for PREOPR Ordering

| CT4Q TABLE | NUMBER OF REFINEMENTS |
|------------|-----------------------|
| ----- | ----- |
| CT4QPFXT | 0 |
| CT4QCLAS | 4 |
| CT4QORIG | 10 |
| CT4QREST | 102 |
| CT4QTIME | 0 |

CT4Qs NOT assigned a call queue or control list:

| CT4Q | TABLE |
|------|-------|
| ---- | ----- |

Exhibit No. WKM – 8



How the world shares ideas.

Date: 4 May 2000

To: Whom It May Concern

From: Robert Summers, Program Manager – TOPS Professional Services
William Greytock, Senior Manager - TOPS Global Support

As the TOPS Professional Services Program Manager, I have performed in a number of assignments involving the design and functioning of the Traffic Operating Position System (TOPS) utilizing the Queuing Management System (QMS) for use by local telephone companies.

I have read the attached document concerning the processing of operator assistance and directory assistance calls via TOPS and QMS. To the best of my knowledge and belief, the attached document (*Traffic Operating Position System (TOPS) Call Flow via Queuing Management System (QMS)*) accurately describes the methods, procedures, and processes involved in the processing of operator assistance and directory assistance calls by TOPS equipment purchased from Nortel, Inc. by BellSouth

This arrangement allows for non-discriminatory access to the operator services and directory assistance functions for BST and CLECs within all areas being provided TOPS Operator Service utilizing QMS.

Signed,

A handwritten signature in black ink, appearing to read "Robert Summers".

Robert Summers

A handwritten signature in black ink, appearing to read "William Greytock".

William Greytock

NORTEL NETWORKS™

How the world shares ideas.

Date: May 5, 2000

To: Whom It May Concern

From: Mr. David C. Thompson,
Product Marketing, Line Provisioning and OSS Interface

My current duties at Nortel Networks Inc. ("Nortel") include Product Management of the Line Provisioning interface to Nortel's DMS-100 Family switching systems as well as primary OSS Interface support, including interface to Telcordia Technologies, Inc. Previously, my duties at Nortel have included a number of assignments involving the product management and functioning of DMS-100 Family end-office switches for use by local telephone companies.

I have read the attached document (*End Office Handling of Operator and Directory Assistance Calls of BellSouth and CLEC End-Users*) concerning the operation of end-offices and the processing of operator assistance and directory assistance calls, which provides a detailed description of the inter-relationship between service order USOC codes, the LCCAM system and March.

To the best of my knowledge and belief, the attached document (*End Office Handling of Operator and Directory Assistance Calls of BellSouth and CLEC End-Users*) accurately describes the methods, procedures, and processes involved in the processing of operator assistance and directory assistance calls by DMS-100 Family end-offices switches purchased from Nortel by BellSouth Telecommunications, Inc.

SWORN TO AND
SUBSCRIBED BEFORE ME
This is the 5th day
Of May, 2000.


NOTARY PUBLIC

My Commission expires:

11-15-00

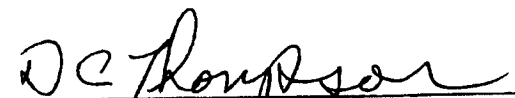

David C. Thompson
Nortel Networks Inc.
4008 E. Chapel Hill Road
D15/01/0E2
Research Triangle Park, NC 27709

Exhibit No. WKM – 9



Selective Call Routing Using Line Class Codes

Selective Call Routing Using Line Class Codes

CLEC Information Package

June 13, 2001

(Version 2)



Selective Call Routing Using Line Class Codes

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Selective Call Routing Using Line Class Codes

Introduction and Scope

This Product Information Package is intended to provide to CLECs a product description and general ordering information specific to the service described herein.

Detailed ordering guidelines are provided in documents located on the BellSouth Interconnection Web site.

The information contained in this document is subject to change. BellSouth will provide notification of changes to the document through the CLEC Notification Process.

Please contact your BellSouth Account Manager, if you have any questions about the information contained herein.



Selective Call Routing Using Line Class Codes

Revisions

Version 2

Within the BellSouth Default Branding section of the Ordering Information section, clarification was made to include the 'Basic Class of Service' USOC as a possible USOC that the ZSRC FID may be floated behind. Further explanation was also provided to explain that the Line Class of Service USOC is the appropriate USOC that the ZSRC FID must be floated behind when ordering the service with complex services and UNE port/loop combinations.

Selective Call Routing Using Line Class Codes

Product Name

Selective Call Routing Using Line Class Codes

Service Description

BellSouth's Operator Services & Directory Assistance (OS/DA) Branding feature provides Unbranded and/or Custom Branded Operator Services provided by BellSouth operators to Competitive Local Exchange Companies (CLECs) reselling BellSouth telecommunications services (Reseller) or utilizing unbundled local switching (UNE Port CLEC). Custom Branding provides definable announcements to the CLEC's end users prior to placing them in queue or connecting them to an available operator or Automated Operator System. The BellSouth provided Unbranded option does not identify a specific company brand name when connecting the end user to an operator.

Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for a CLEC to have its OS/DA calls routed to BellSouth's OS/DA platform for BellSouth provided Custom Branded or Unbranded OS/DA or to its own or an alternate OS/DA platform for Self-Branded OS/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.

Where available, CLEC-specific and unique line class codes are programmed in each BellSouth end office switch where the CLEC intends to serve end users with customized OS/DA branding. The line class codes specifically identify the CLEC's end users so OS/DA calls can be routed over the appropriate trunk group to the requested OS/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and the CLEC intends to provide CLEC-branded OS/DA to its end users in these multiple rate areas.

CLEC dedicated trunking is required and must be ordered from each end office to the BellSouth TOPs tandem for Custom Branded OS/DA and to the appropriate point of interface for Self-Branded OS/DA. BellSouth will provide the trunking on shared trunk groups for Unbranded OS/DA.

In addition to supporting selective routing for customized OS/DA branding, line class codes are also utilized to provision end user specific call blocking/restrictions, optional dialing plans, measured versus flat rate pricing plans and multi-line hunting in 5E switches. Therefore, the CLEC-specific line class codes must be programmed to include the handling of these services as well as specific OS/DA branding. The SCR-LCC ordering forms will prompt the CLEC to choose if such other services will be needed and allow such services to be listed on the service request.

When utilizing SCR-LCC to establish an OS/DA branding option, the CLEC may select one of two types of OS/DA Branding Defaults. The Branding Default applies when no specific OS/DA branding instructions are provided on the Local Service Request (LSR). The CLEC may select the Standard OS/DA Branding Default, which is BellSouth, or it may select a Customized Branding



Selective Call Routing Using Line Class Codes

Default. Specific instructions and requirements concerning the Branding Default are explained further in this guide.

Pre-Ordering

Availability

The availability of this service is dependent on the specific terms of the contract between BellSouth and the CLEC. Furthermore, this service is offered on a first come, first serve basis and is dependent on the availability of Line Class Codes in the requested BellSouth switch.

Pre-Ordering Applications (included within this guide)

1. CLEC Selective Routing Service Inquiry
2. CLEC Selective Routing Ordering Document
3. Selective Routing End Office Detail Information

CLEC Selective Routing Service Inquiry

The CLEC notifies BellSouth of its intent to order SCR-LCC for OS/DA Branding by submitting the CLEC Selective Routing Service Inquiry form. On this form, the CLEC must include its desired due date, contact information, form issuance date, CLLI codes of the BellSouth end offices where it desires SCR, the NPA that will be affected by SCR and the number of Line Class Codes desired for that CLLI/NPA combination. If the CLEC desires multiple NPAs in a CLLI to be affected by SCR, each CLLI/NPA combination will need to be listed on an individual line and unique Line Class Codes for such combinations will be necessary.

The number of Line Class Codes to be listed on this form will be determined by the completion of the CLEC Selective Routing Ordering Document.

CLEC Selective Routing Ordering Document

This form must be completed and submitted to the CLEC's Account Team along with the CLEC Selective Routing Service Inquiry. This form must be provided for each BellSouth end office where the CLEC desires SCR-LCC. In addition to the CLEC's contact information, end office CLLI code and state, the following fields must be completed:

1. **Option** – This field identifies the call blocking/restriction (CREX) option desired for the Line Class Code. Each option requires its own unique Line Class Code. Refer to the tables on page 3 for the possible Option choices. If a CREX option is not requested to apply with specific OS/DA branding and therefore unique Line Class Codes are not established, that CREX option shall not be able to be ordered with CLEC-specific OS/DA Branding.
2. **NPA** – This field identifies the desired NPA to be affected by SCR-LCC. Each NPA per CLLI requires its own line on this form or unique Line Class Code.



Selective Call Routing Using Line Class Codes

3. **Line Class** – This field identifies the Line Class of Service that will be affected by SCR-LCC. Refer to page 4 for possible selections. POTS should be selected for Residential and Business unbundled ports, port/loop switched combinations and UNE-P.
4. **ODP (Optional Dialing Plan) (Y/N)** – BellSouth provisioned optional dialing plans require unique Line Class Codes. If the CLEC desires SCR-LCC for UNE port or Resale USOCs that include optional dialing plans, then "Yes" should be listed in this field. Furthermore, "No" should be listed if the CLEC desires SCR-LCC to affect only basic dialing plans.
5. **Flat/Meas (Flat or Measured Service)** – This field identifies whether the service is flat rated or measured rated, as separate Line Class Codes are required for each. Unbundled ports, switched port/loop combinations and UNE-P are measured services. Resale, however, may be a measured or flat service. For example, Resellers desiring SCR-LCC on a resold 1FR must request flat rated Line Class Codes. Additionally, measured Line Class Codes may be used for measured Resale services and unbundled ports, switched port/loop combinations and UNE-P.
6. **MLH Hunt (Multi-line Hunting) (Y/N)** – Multi-line Hunting requires unique Line Class Codes in 5E switches. If Multi-line Hunting is desired select "Yes" and if it is not select "No". If both options are desired, then separate lines will need to be completed. If the applicable BellSouth switch is not a 5E, then completing this field is not necessary.
7. **0- Brand 1/2/3/4** – This field allows the CLEC to select the level of 0- branding. The numbers represent the following: 1-BellSouth Brand, 2-No Brand or Unbranded, 3-Custom Branded and 4-Self Branded.
8. **DA Brand 1/2/3/4** - This field allows the CLEC to select the level of DA branding. The numbers represent the following: 1-BellSouth Brand, 2-No Brand or Unbranded, 3-Custom Branded and 4-Self Branded.
9. **0+ Local Brand 1/2/3/4** - This field allows the CLEC to select the level of 0+ Local branding. The numbers represent the following: 1-BellSouth Brand, 2-No Brand or Unbranded, 3-Custom Branded and 4-Self Branded. 0+ intralata toll calls and 0+ interlata toll calls shall be routed to the end user's LPIC'd and PIC'd carriers respectively.
10. **611 Customized Routing** – This field allows the CLEC to select SCR to its own platform for its end user dialed 611 calls. For BellSouth retail end users in Georgia, Florida, North Carolina and South Carolina, 611 is BellSouth's repair line. This capability is only offered in these states and applies only to Self Branding OS/DA. Select "Yes" if 611 SCR is desired and "No" if it is not.
11. **Default Branding** - The Standard Default Branding for SCR-LCC is BellSouth Branding if no branding is identified on the CLEC's Local Service Request (LSR). However, the CLEC may choose to have Customized Default Branding. This allows a CLEC to select a single specific OS/DA branding option by class of service and such arrangement shall be provided as the default, meaning that such branding shall be provided without specific



Selective Call Routing Using Line Class Codes

instructions placed in the LSR. Customized Default Branding requires BellSouth to program its ordering systems and will take three to six months to develop for each request.

Within this field, list either BellSouth or Customized for each Line Class of service. For POTS, the branding option may be divided between residence and business and should be listed accordingly (e.g. Residence – BellSouth).

Each line completed on the CLEC Selective Routing Ordering Document, results in a unique Line Class Code. The sum of the Line Class Codes for each CLLI should be populated accordingly on the CLEC Selective Routing Service Inquiry.

Upon submitting these two forms to the BellSouth Account Team, BellSouth will determine if the quantity of requested Line Class Codes are available in the requested BellSouth end office switches. If they are and if the CLEC is establishing Custom Branded or Self Branded OS/DA, at this point the CLEC must order dedicated OS/DA trunking with MOSS signaling from the applicable BellSouth end offices to the appropriate BellSouth or alternate service provider OS/DA platforms. This must be complete before the Line Class Codes are built in the BellSouth end office switches, as they must be directed to specific trunk groups and tested.

Selective Routing End Office Detail Information Form

If dedicated trunking is required and once it has been established, the Selective Routing End Office Detail Information Form must be completed and submitted to the Account Team. Each Two-Six code for 0-, 0+ Local, DA and 611 for each CLLI/NPA combination must be listed on this form. This provides the information necessary for BellSouth to direct the appropriate Lines Class Codes to the appropriate trunk groups.

Once the Line Class Codes have been established, BellSouth will provide to the CLEC the Selective Routing Codes used in each CLLI for each option by returning the CLEC Selective Routing Ordering Document.

Ordering Information

BellSouth Default Branding

When choosing BellSouth Default Branding (i.e. BellSouth OS/DA branding is applied when no OS/DA branding instructions are placed on the LSR), specific information is required on the LSR in order to receive the desired OS/DA Branding when ordering. The CLEC must float the **ZSRC** FID behind the **Basic Class of Service/Line Class of Service USOC** followed by the **Selective Routing Code** in the feature detail field. Again, the **Selective Routing Codes** will be provided by the BellSouth Account Team during the provisioning of this service. For complex services and UNE Port/Loop switched combination services, the ZSRC FID follows the Line Class of Service USOC.



Selective Call Routing Using Line Class Codes

CREX codes for specific call blocking and restrictions should not be placed on the LSR with this option as such desired functionalities shall be accommodated by the Selective Routing Code. If a CREX code was not requested as an option when requesting an Selective Routing Code, it may not be ordered to apply to an OS/DA branding option. Such requests will be rejected.

Customized Default Branding

When choosing Customized Default Branding, no specific OS/DA branding instructions are required on the LSR when ordering, and the CLEC desired OS/DA branding shall be applied to the end user's service. With this option the CLEC must place CREX codes that have corresponding Selective Routing Codes on the LSR in order for BellSouth to determine which Selective Routing Codes to automatically apply to the end user's line. If a CREX code is ordered and a corresponding Selective Routing Code has not been established by the CLEC, the order shall be rejected.

Billing Information

- The CLEC must provide BellSouth with a Facility-based OCN and have requested a facilities based Q-account number through its Account team before ordering this service.
- Current BellSouth Billing Account establishment rules require an OS/DA Branding option for each Master Q Account. This service, however, is defined to provide the CLEC the functionality to select multiple branding options within the Master Q Account (but no lower than the Earning Account), as multiple types of service may apply to that single Master Q Account. Therefore, until system changes can be completed, the bill phrase as well as the branding information on the CSR shall reflect the branding option residing on the Master Q Account. The CLEC should refer to the Selective Routing Codes on the CSR to identify the exact type of branding.

Pricing

The specific charges for this service are listed in the Interconnection Agreement between the Parties. There is a nonrecurring charge for the establishment of each Line Class Code in each BellSouth central office. Furthermore, for Unbranded and Custom Branded OS/DA provided by BellSouth Operator Services with unbundled ports, unbundled port/loop switch combinations and UNE-P, monthly recurring usage charges shall apply for the UNEs necessary to provide the service, such as end office and tandem switching and common transport. A flat rated end office switching charge shall apply to Self-Branded OS/DA when used in conjunction with unbundled ports, unbundled port/loop switch combinations and UNE-P.

CLEC Selective Routing Service Inquiry

1. **Note to NISC-CTG:** Refer to BSP 900-100-820BT for LCC Reservation Provisioning & Turn-Up Details.
2. If capacity not sufficient to support all requested LCC(s), indicate maximum available.
3. Use additional sheets as needed.

BellSouth CLEC

Selective Routing Ordering Document

| Customer Name | | (Area Code) Telephone Number | | (Area Code) Fax Number | | | | | | | | | |
|--------------------|----------|------------------------------|---------------|------------------------|------------|-----------|------------|----------------|------------------|------------------|------------------------|--------------------|-----------------------------------|
| Account Exec. Name | | (Area Code) Telephone Number | | (Area Code) Fax Number | | | | | | | | | |
| CLLI | | State | | Office Type | | | | | | | | | |
| BST USE ONLY | | | CLEC USE ONLY | | | | | | | | | | |
| SRC | LCC Used | LTG | Option | NPA | Line Class | ODP (Y/N) | Flat/ Meas | MLH Hunt (Y/N) | 0- Brand 1/2/3/4 | DA Brand 1/2/3/4 | 0+ Local Brand 1/2/3/4 | 611 (Repair) (Y/N) | Branding Default (BST/Customized) |
| 1 | | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | | |
| 6 | | | | | | | | | | | | | |
| 7 | | | | | | | | | | | | | |
| 8 | | | | | | | | | | | | | |
| 9 | | | | | | | | | | | | | |
| 10 | | | | | | | | | | | | | |
| 11 | | | | | | | | | | | | | |
| 12 | | | | | | | | | | | | | |
| 13 | | | | | | | | | | | | | |
| 14 | | | | | | | | | | | | | |
| 15 | | | | | | | | | | | | | |
| 16 | | | | | | | | | | | | | |
| 17 | | | | | | | | | | | | | |
| 18 | | | | | | | | | | | | | |
| 19 | | | | | | | | | | | | | |
| 20 | | | | | | | | | | | | | |

Note 1. Service Levels 1-BST Brand 2- No Brand 3- Custom Brand 4- Self Brand

Note 2. SCR code is 5 digit code assigned by LCCAM. LCC Used is 3 digit LCC Input by CTG. The LCC is the last 3 digits of the SRC.

Note 3. ODP plans are not available with flat rate service.

Note 4. 611 is only available in Georgia, Florida, North Carolina, and South Carolina.

Comments/

Selective Routing End Office Detail Information

[illegible]

Notes/Comments

Customized Calling Restrictions (CREX)

Table 1

Non-Centrex Like Services

| OPTIONS | BLOCKS |
|---------|--|
| UNR | No Blocking (Unrestricted) |
| 1 | 1+, 0+, 0-, 00, 01+, 011+, 411, 1411, Pulselink, 976, 900, N11 |
| 2 | 0-, 0+, 00, 01+, 976, Pulselink |
| 3 | 1+, 0-, 0+, 00, 01+, 011+, 900 |
| 4 | 900, 976 |
| 5 | 976 |
| 6 | 900, 976, N11 |
| 7 | 011, 1010XXX+011 |
| A | Same as CREX 1, but also blocks mandatory ext calling plans |
| B | Same as CREX 2, but also blocks mandatory ext calling plans |
| W | 0-, 0+, 00, 01+, 011+, 976 |
| X | 900, 976, 011+ |
| Y | 900, 976, N11, 011+ |
| Z | 976, 011+ |
| SRG | 1+, 1010XXX 1+, 900, 976 (Sends ANI 07) |
| SRGBX | 1+, 1010XXX 1+, 900, 976 (Sends ANI 07) OCP (NC) PBX |
| SRGCO | 1+, 1010XXX 1+, 900, 976 (Sends ANI 07) OCP (NC Only) |

Notes:

- Options 1 through SRGCO cannot be combined.
- If 0- or 0+ is custom routed, then option 1, 2, 3, A, B, or W cannot be selected.
- If Dir ASST is Custom Routed then option 1 or A cannot be selected.
- SRG requires ANI 07 in 1AESS switches.

Table 2

Centrex Like Services

| OPTIONS | Blocks |
|----------------|--|
| UNR | No Blocking (Unrestricted) |
| Deny Orig. | Blocks Originating Calls |
| Deny Term. | Blocks Terminating Calls |
| 1 | 900, 976 |
| 2 | 011+ |
| 3 | N11 |
| 4 | 411 |
| 5 | Toll 1+, 011+, 900, 976 |
| 6 | ELCA and Toll 1+, 011, 900, 976 |
| SRGPL/SRG | 1+, 1010XXX 1+, 900, 976 |
| Station Rest 1 | 1AESS Only- Fully Restricted Incoming and Outgoing |
| Station Rest 2 | 1AESS Only- Fully Restricted Incoming |
| Station Rest 3 | 1AESS Only- Fully Restricted Outgoing |
| Station Rest 4 | 1AESS Only- Semi Restricted Incoming and Outgoing |
| Station Rest 5 | 1AESS Only- Semi Restricted Incoming |
| Station Rest 6 | 1AESS Only- Semi Restricted Outgoing |

Notes:

- Deny Originating cannot have option 1 through SRG/SRGPL.
- Option 5 cannot be combined with Option 1, 2, 6, or SRG/SRGPL.
- Option 6 cannot be combined with Option 1, 2, 5, or SRG/SRGPL.
- 1AESS Station Restriction 1,3,4, or 6 cannot have Option 1 thru SRG/SRGPL.
- If Dir Asst is Custom Routed, Then Option 4 cannot be selected.
- SRG/SRGPL cannot be combined with Option 1 through 6.

LINE CLASS

| LINE CLASS | DESCRIPTION |
|------------|--------------------------------------|
| POTS | Plain Old Telephone Service |
| COIN | Coin Lines |
| HOTL | Hotel/Motel |
| PBX | Private Branch Exchange |
| ISDN | Integrated Services Directory Number |
| WATS | Wide Access Telephone Service |
| PSTG | Prestige |
| CENTREX | Centrex Like Service |

Note: Only one Line Class can be selected per CLEC LCC.

Exhibit No. WKM – 10

| SERVICE (VOLUME NUMBER) | AL | FLA | GA | KY | LA | MS | NC | SC | TN | TOTAL |
|---|-------|-------|-------|-------|-------|-------|-------|-------|-------|---------|
| ACCUPULSE #1 | 0 | 0 | 5 | 0 | 0 | 0 | 3 | 0 | 0 | 8 |
| AREA PLUS #2 | 3106 | 45278 | 6287 | 1633 | 9070 | 3289 | 764 | 2324 | 5093 | 76,844 |
| BASIC RATE ISDN #3 | 174 | 618 | 621 | 169 | 446 | 119 | 329 | 251 | 323 | 3,050 |
| PRIMARY RATE ISDN #4 | 73 | 269 | 160 | 19 | 112 | 47 | 28 | 108 | 41 | 857 |
| CALL WAITING #5 | 19834 | 41070 | 51308 | 9923 | 33421 | 24477 | 19596 | 17707 | 18242 | 235,578 |
| CALL WAITING DELUXE #6 | 6884 | 55580 | 38793 | 3838 | 7814 | 3488 | 7069 | 2178 | 7170 | 132,814 |
| CALLER ID DELUXE #7 | 17821 | 84395 | 66771 | 11398 | 25068 | 20009 | 16600 | 11306 | 18501 | 271,869 |
| CALLER ID ENHANCED #8 | 545 | 2881 | 980 | 218 | 237 | 167 | 169 | 157 | 500 | 5,854 |
| CENTREX/ESSX #9 | 1248 | 1706 | 5557 | 879 | 889 | 955 | 1755 | 3386 | 245 | 16,620 |
| CUSTOM CALLING - 3 WAY CALLING #10 | 8116 | 67964 | 45455 | 4099 | 9108 | 5085 | 7422 | 3343 | 10590 | 161,182 |
| CUSTOM CALLING - CALL FORWARDING VARIABLE #11 | 8311 | 51229 | 24626 | 4369 | 8606 | 5198 | 9025 | 3297 | 9027 | 123,688 |
| CUSTOM CALLING - REMOTE ACCESS TO CF #12 | 687 | 7684 | 2096 | 355 | 402 | 241 | 549 | 425 | 785 | 13,224 |
| CUSTOM CALLING - SPEED CALLING 8 & 30 #13 | 6728 | 63649 | 38023 | 3480 | 5060 | 2746 | 8162 | 1794 | 10458 | 140,100 |
| DID #14 | 520 | 1220 | 1152 | 360 | 538 | 283 | 373 | 307 | 236 | 4,989 |
| E911/SALI #15 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | - |
| ENH CID/MULTILINE CID DELUXE/ENH CID ACR #16 | 10 | 587 | 196 | 67 | 5 | 2 | 58 | 94 | 85 | 1,104 |
| FLAT RATE PBX TRUNKS #17 | 850 | 4935 | 3066 | 794 | 790 | 297 | 213 | 1094 | 266 | 12,305 |
| FLAT RATE RESIDENCE #18 | 32820 | 80572 | 77005 | 19787 | 57190 | 42680 | 41 | 38441 | 30907 | 379,443 |
| FLAT RATE/BASIC LOCAL EXCHANGE #19 | 7237 | 64522 | 19784 | 9156 | 14607 | 3117 | 2 | 10069 | 7674 | 136,168 |
| FLEXSERV #20 | 2 | 47 | 37 | 0 | 61 | 0 | 16 | 1 | 0 | 164 |
| FRAME RELAY AND CDS #21 | 497 | 370 | 1622 | 61 | 153 | 245 | 259 | 177 | 98 | 3,482 |
| GEORGIA COMMUNITY CALLING #22 | 0 | 0 | 1568 | 0 | 0 | 0 | 0 | 0 | 0 | 1,568 |
| HUNTING #23 | 5627 | 35156 | 9297 | 5535 | 8980 | 2649 | 11131 | 6995 | 3771 | 89,141 |
| INDEPENDENT PAYPHONE PROVIDER #24 | 704 | 9529 | 3529 | 777 | 1096 | 511 | 988 | 749 | 1644 | 19,527 |
| INTEGRATED PACKAGES #25 | 1614 | 0 | 1037 | 361 | 8452 | 11123 | 56041 | 788 | 2498 | 81,914 |
| LIGHTGATE #26 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 4 |
| MEASURED RATE BUSINESS #27 | 138 | 1629 | 265 | 110 | 1063 | 145 | 187 | 282 | 424 | 4,243 |
| MEASURED RATE RESIDENCE #28 | 1 | 471 | 405 | 8 | 24 | 80 | 0 | 45 | 80 | 1,114 |
| MEGALINK #29 | 408 | 364 | 556 | 19 | 517 | 200 | 349 | 71 | 78 | 2,562 |
| MEGALINK ISDN #30 | 12 | 6 | 1 | 1 | 5 | 0 | 0 | 2 | 19 | 46 |
| MEMORYCALL #31 | 4379 | 45609 | 16430 | 1807 | 2834 | 1015 | 7163 | 3430 | 4250 | 86,917 |
| MESSAGE TELEPHONE SERVICE (MTS) #32 | 61 | 106 | 84 | 62 | 58 | 51 | 44 | 54 | 68 | 588 |
| MEASURED RATE PBX TRUNKS #33 | 372 | 4188 | 822 | 128 | 609 | 405 | 1150 | 124 | 492 | 8,290 |
| MULTISERV #34 | 55 | 2322 | 2056 | 93 | 560 | 162 | 339 | 105 | 33 | 5,725 |
| NATIVE MODE LAN INTERCONNECTION #35 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | - |
| OFF PREMISE EXTENSIONS (OPX) #36 | 88 | 196 | 161 | 54 | 248 | 41 | 208 | 36 | 58 | 1,090 |
| OPTIONAL CALLING PLAN #37 | 84 | 521 | 256 | 300 | 327 | 573 | 1849 | 996 | 137 | 5,043 |
| REMOTE CALL FORWARDING (RCF) #38 | 369 | 3430 | 1721 | 158 | 456 | 223 | 742 | 487 | 412 | 7,998 |
| RINGMASTER #39 | 1340 | 9267 | 4842 | 829 | 765 | 679 | 1512 | 779 | 3160 | 23,173 |
| SERVICE (VOLUME NUMBER) | AL | FLA | GA | KY | LA | MS | NC | SC | TN | TOTAL |

BellSouth Telecommunications, Inc.
TRA Docket No. 97-00309
Exhibit WKM-10

| | | | | | | | | | | | | | |
|--|--|---------|-----------|---------|---------|---------|---------|---------|---------|---------|-----------|---|---|
| | SMARTPATH #40 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | - |
| | SMARTRING #41 | 2 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 2 | 6 | | |
| | SYNCHRONET #42 | 29 | 156 | 245 | 20 | 133 | 18 | 102 | 72 | 34 | 809 | | |
| | TOUCHSTAR -CALL BLOCK #43 | 5647 | 50150 | 19066 | 3610 | 4192 | 2519 | 7082 | 1882 | 7929 | 102,077 | | |
| | TOUCHSTAR -CALL RETURN #44 | 10247 | 66553 | 37738 | 5310 | 8690 | 6591 | 14040 | 5004 | 11995 | 166,168 | | |
| | TOUCHSTAR -CALL SELECTOR #45 | 1386 | 32572 | 11884 | 818 | 867 | 735 | 1141 | 546 | 1983 | 51,932 | | |
| | TOUCHSTAR -CALL TRACING #46 | 2502 | 43343 | 13844 | 1451 | 3417 | 2143 | 2505 | 1371 | 4887 | 75,463 | | |
| | TOUCHSTAR -PREFERRED CALL FORWARDING #47 | 403 | 1363 | 2961 | 208 | 313 | 134 | 320 | 92 | 394 | 6,188 | | |
| | TOUCHSTAR -REPEAT DIALING #48 | 5837 | 48583 | 19091 | 3418 | 5702 | 3997 | 5730 | 2058 | 8528 | 102,944 | | |
| | TOUCHSTONE #49 | 40014 | 168344 | 93762 | 27190 | 78397 | 51477 | 49914 | 44291 | 40324 | 593,713 | | |
| | VISUAL DIRECTOR # 50 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | - | | |
| | TOTAL | 196,782 | 1,098,434 | 625,169 | 122,872 | 301,283 | 197,917 | 234,970 | 166,718 | 213,441 | 3,157,586 | | |

Attachment A
Gray Affidavit

BEFORE THE TENNESSEE REGULATORY AUTHORITY

In re: BELLSOUTH TELECOMMUNICATIONS,)
INC.'S, ENTRY INTO LONG DISTANCE) DOCKET NO.
(INTERLATA) SERVICE IN TENNESSEE) 97-00309
PURSUANT TO SECTION 271 OF THE)
TELECOMMUNICATIONS ACT OF 1996)

AFFIDAVIT OF WAYNE GRAY
ON BEHALF OF BELLSOUTH TELECOMMUNICATIONS, INC.

STATE OF GEORGIA
COUNTY OF FULTON

I, A. Wayne Gray, being first duly sworn upon oath, hereby depose and state as follows:

1. My name is A. Wayne Gray. I am a Director-Collocation in the Network Planning and Support organization located at 675 W. Peachtree Street, Atlanta, GA 30375.

I. PROFESSIONAL EDUCATION AND EXPERIENCE

2. I graduated from Georgia Tech in 1979 with a Bachelor of Electrical Engineering degree. In 1992, I graduated from Emory University with a Master of Business Administration degree. I began working for Southern Bell in 1979 in the Equipment Engineering organization in Miami, Florida. Throughout my 22-year career with BellSouth, I have held various line and staff positions in Equipment Engineering, Traffic Engineering (Capacity Management), Infrastructure Planning and Project Management. Since November 1999, I have held the position of Director-Collocation in the Network Planning and Support organization. In this position, I am responsible for ensuring that BellSouth provisions collocation space in the timeframes established by contractual agreements and governmental mandates.

II. PURPOSE OF AFFIDAVIT

3. The purpose of my affidavit is to demonstrate that BellSouth's Collocation processes comply with Section 251(c)(6) and Section 271(c)(2)(B)(i) of the Telecommunications Act ("the Act") and with applicable Federal Communications Commission ("FCC") and Tennessee Regulatory Authority ("TRA") orders regarding collocation. BellSouth is providing collocation at rates, terms, and conditions that are just, reasonable, and nondiscriminatory, and is therefore offering Competitive Local Exchange Carriers ("CLECs") a meaningful opportunity to compete in Tennessee.

III. GENERAL DISCUSSION

4. In Tennessee, BellSouth offers collocation consistent with the TRA Cost Dockets Nos. 97-01262 and 00-00544 as well as FCC rules. BellSouth provides physical collocation through negotiated Interconnection Agreements and virtual collocation through BellSouth Tariff F.C.C. No.1 ("FCC Virtual Tariff"), Section 20 (Exhibit AWG-1). As part of obtaining collocation via Interconnection Agreement the parties agree to comply with all applicable federal, state or local laws, ordinances, rules or regulations. BellSouth has developed, over the years, a Standard Interconnection Agreement that is updated, as necessary, to comply with all applicable provisions of state and federal law and the requirements of the FCC and state commissions such as Tennessee. This Interconnection Agreement that BellSouth offers to all parties seeking interconnection is used in negotiations with the CLECs, and its use ensures that the signed Interconnection Agreement, although negotiated, is compliant with the aforementioned provisions and requirements. The Interconnection Agreement contains the cost-based rates by which BellSouth provides Central Office Physical Collocation. The TRA's recent Final Order on Arbitration in regard to Intermedia in Docket No. 99-00948 ("Intermedia Arbitration Order") (Exhibit AWG-3), which is consistent with the TRA's Second Interim Order

on Arbitration in regard to ITC^DeltaCom Communications, Inc. in Docket No. 99-00430 ("ITC^DeltaCom Arbitration Order") (Exhibit AWG-2), established the provisioning intervals for cageless and caged physical collocation. These intervals are different from the national default interval established by the FCC in its *Collocation Reconsideration Order* and the FCC Memorandum Opinion and Order, CC Docket No. 98-147, released February 21, 2001, In Matter of Deployment of Wireline Services Offering Advanced Telecommunications Capability, ("FCC MO&O")(Exhibit AWG-6) for incumbent Local Exchange Carriers ("ILECs").¹ In Paragraph 22 of the *Collocation Reconsideration Order*, the FCC stated that, "we should adopt national standards for physical collocation provisioning that will apply when the state does not set its own standards or if the requesting carrier and incumbent LEC have not mutually agreed to alternative standards. A state could set its own standards by statute, through an existing or future rulemaking order, by enforcing a state tariff, or by applying the precedent of a state to extend the application processing and provisioning interval deadlines in specific circumstances. The attached Interconnection Agreement between BellSouth and Network Telephone Corporation ("Network Telephone Agreement- Physical Collocation" (Attachment 4) (Exhibit AWG-4), and "Network Telephone Agreement-Physical Caged Collocation" (Attachment 4) (Exhibit AWG-5)) as well as other Tennessee Interconnection Agreements, demonstrate BellSouth's legally binding obligation to provide collocation in accordance with Section 251(c)(6) and Section 271(c)(2)(B)(i) of the Act, as well as applicable FCC and TRA provisions and requirements. The Network Telephone Agreement-Physical Collocation Attachment 4, Section 6.1 (Exhibit AWG-4) contains language that

¹ See First Report and Order and Future Notice of Proposed Rulemaking, *Deployment of Wireline Services Offering Advanced Telecommunications Capability*, 14 FCC Rcd 4761 (1999) ("FCC Collocation Order"), vacated in part, *GTE Servs. Corp. v. FCC*, 205 F.3d 416 (D.C. Cir. 2000); Order on Reconsideration and Second Further Notice of Proposed Rulemaking in CC Docket No. 98-147, and Fifth Further Notice of Proposed Rulemaking in CC Docket No. 96-98, *Deployment of Wireline Services Offering Advanced Telecommunications Capability*, 15 FCC Rcd 17806 (2000) ("FCC Collocation Reconsideration Order"), recon. Pending.

specifies that should a regulatory agency (such as the TRA) impose procedures or intervals that are different from the procedures in the agreement, those procedures and intervals will supercede those of the agreement for any applications submitted after the effective date of the regulatory agency's order.

5. Both virtual and physical collocation are made available on a first come, first served basis to all CLECs (depending on space availability) for interconnection to unbundled network elements ("UNEs"), local interconnection trunking, access services and local exchange services as requested by CLECs. Examples of ways a CLEC may use its collocated facilities include, but are not limited to, interoffice trunking to originate and terminate calls between a CLEC's switch and a BellSouth switch; for intermediary traffic to or from a third party via a BellSouth tandem switch; for dedicated point-to-point service; and for combining UNEs.
6. BellSouth first provided collocation to carriers pursuant to the FCC's Expanded Interconnection Order released in 1992 and 1993. BellSouth subsequently adapted its Interconnection Agreements to meet the requirements of the FCC's Local Competition Order, issued shortly after Congress passed the Act.² Most recently, the FCC MO&O (Exhibit AWG-6) outlined additional collocation obligations for ILECs. BellSouth meets these additional collocation obligations by offering both physical and virtual collocation arrangements and complying with the additional requirements established by the FCC in its MO&O.

²See First Report and Order, *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499 ("Local Competition Order"), modified on recon., 11 FCC Rcd 13042 (1996), *vacated in part, Iowa Utils. Bd. v. FCC*, 120 F.3d 753 (8th Cir. 1997), *aff'd in part, rev'd in part sub nom. AT&T Corp. v. Iowa Utils. Bd.*, 525 U.S. 366 (1999), *decision on remand, Iowa Utils. Bd. v. FCC*, 219 F.3d 744 (8th Cir. 2000), *petitions for cert. pending*, Nos. 00-511 & 00-587.

7. As noted below, BellSouth will continue to operate in accordance with the rules promulgated in the FCC Collocation Order that the D.C. Circuit Court vacated and remanded to the FCC for further consideration in *GTE Services Corporation v. FCC*, 205 F.3d 416 (D.C. Cir. 2000). BellSouth will not change any existing collocation arrangements or procedures for processing requests under any existing collocation contracts during the life of such contracts unless the FCC, or a state commission, issues new rules regarding collocation in response to the D.C. Circuit Court's remand or unless the FCC determines that BellSouth's adherence to these prior agreements is discriminatory. A copy of correspondence from BellSouth to Mr. Lawrence Strickling, Chief Common Carrier Bureau, confirming this position is attached to this affidavit as Exhibit AWG-7.
8. BellSouth's affiliate companies obtain collocation in the same manner and under the same rates, terms, and conditions as CLECs. For example, BellSouth Long Distance ("BSLD") obtained collocation rights by signing BellSouth's Standard Physical Collocation Agreement. Any CLEC may request and receive physical collocation arrangements pursuant to the rates, terms, and conditions contained in the BSLD agreement. BSLD has not received any preferential treatment including, but not limited to, treatment related to the amount of space, prices charged, reservation policies, or installation intervals. Moreover, BSLD has not had discriminatory access to information regarding collocation space. All CLECs have the same access to this information.
9. BellSouth offers the CLECs a choice of various types of collocation arrangements in Tennessee. The physical collocation arrangements that are available to CLECs include caged, shared caged, cageless, adjacent, remote site, and microwave. Virtual collocation arrangements can also be requested by CLECs. Consistent with 47 C.F.R. §51.321(c), a

requesting CLEC seeking a particular collocation arrangement, either physical or virtual, is entitled to a presumption that such arrangement is technically feasible, if any ILEC has deployed such collocation arrangement on any ILEC premises. Each process, procedure, requirement or service discussed below applies to BSLD or any other BellSouth affiliate in exactly the same way as it applies to the CLECs.

IV. PHYSICAL COLLOCATION

10. Physical collocation is an arrangement for the placement of CLEC-owned facilities and equipment in BellSouth central offices and may include any type of equipment that is necessary for interconnection to BellSouth's network or access to UNEs in the provision of telecommunications services. See Network Telephone Agreement-Physical Collocation, Attachment 4, Section 5.1 (Exhibit AWG-4) and Network Telephone Agreement-Physical Caged Collocation, Attachment 4, Section 5.1 (Exhibit AWG-5). Equipment used for interconnection and access to UNEs includes, but is not limited to: (1) transmission equipment including, but not limited to, optical terminating equipment and multiplexers, (2) equipment being collocated to terminate basic transmission of facilities pursuant to §§ 64.1401 and 64.1402 of Title 47 of the Code of Federal Regulations as of August 1, 1996, and (3) digital subscriber line access multiplexers ("DSLAMs"), routers, and asynchronous transfer mode ("ATM") multiplexers, and remote switching modules. Equipment ownership, maintenance and insurance are the responsibility of the CLEC or its approved agent.

V. CAGED COLLOCATION

11. Caged collocation is the enclosure of a CLEC's equipment and facilities in compliance with the CLEC's collocation request. As specified in the Network Telephone Agreement-Physical Caged Collocation, Attachment 4, Section 3.1, (Exhibit AWG-5), BellSouth will construct

enclosures in compliance with the CLEC's collocation request subject to BellSouth's construction requirements. BellSouth makes caged collocation available in increments small enough to collocate a single rack, or bay, of equipment.

VI. SHARED CAGED COLLOCATION

12. In a shared caged collocation arrangement, a CLEC may allow other CLECs to share its caged collocation arrangement pursuant to terms and conditions agreed to by the CLEC ("Host") and the other CLEC(s) ("Guests"), except where the BellSouth central office is located within a leased space and BellSouth is prohibited by the lease from offering such an option. The Host must also indemnify and hold harmless BellSouth from any and all claims, actions, and causes of actions, of whatever kind or nature arising out of the presence of the Guest(s) in the Collocation Space. Furthermore, the CLECs' sharing agreement must contain a certification that incorporates by reference the terms and conditions of the Interconnection Agreement between BellSouth and the Host. BellSouth offers shared caged collocation in increments small enough to collocate a single rack, or bay, of equipment. See Network Telephone Agreement-Physical Collocation, Attachment 4, Sections 3.2, 3.2.1 and 3.2.2 (Exhibit AWG-4), and Network Telephone Agreement-Physical Caged Collocation, Attachment 4, Sections 3.3, 3.3.1 and 3.3.2 (Exhibit AWG-5)
13. As specified in the Network Telephone Agreement-Physical Collocation, Attachment 4, Section 3.2.1 (Exhibit AWG-4), and Network Telephone Agreement-Physical Caged Collocation, Attachment 4, Section 3.3 (Exhibit AWG-5), in a shared caged collocation arrangement, the Host or the Guest(s) may be the contact and responsible party to BellSouth for the purpose of submitting Applications to BellSouth for initial and additional equipment placements of the Guest(s). However, the Host is the sole interface and responsible party to

BellSouth for the payment of rates and charges contained in the Interconnection Agreement with BellSouth and for ensuring that the safety and security requirements of its Interconnection Agreement with BellSouth are fully complied with by the Guest(s), its employees and agents. In the event the Host and Guest(s) jointly submit an initial Application, only one Application fee will be assessed. A Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between itself and BellSouth and for the provision of the services and access to UNEs.

14. BellSouth does not increase the price of site preparation or the non-recurring charges for a shared collocation arrangement above the cost for provisioning a cage of similar dimensions and material to a single collocating party. The charge for site conditioning and preparation undertaken by BellSouth to construct the shared collocation cage or condition the space for collocation use is prorated based on the number of CLECs and the space used by each. See the Network Telephone Agreement-Physical Collocation, Attachment 4, Section 3.2.1 (Exhibit AWG-4) and Network Telephone Agreement-Physical Caged Collocation, Attachment 4, Section 3.3 (Exhibit AWG-5).

VII. CAGELESS COLLOCATION

15. Cageless collocation allows the CLEC to place its equipment and facilities within the BellSouth central office without requiring the construction of a cage or similar structure. As specified in the Network Telephone Agreement-Physical Collocation, Attachment 4, Section 3.1 (Exhibit AWG-4), the CLEC is allowed to have direct access to its equipment and facilities. BellSouth makes cageless collocation available in single bay increments. Except where the CLEC's equipment requires special technical considerations (e.g., special cable

racking, isolated ground plane), BellSouth will locate cageless arrangements in conventional equipment rack lineups where technically feasible on a space-available basis.

16. Pursuant to the Network Telephone Agreement-Physical Collocation, Attachment 4, Section 3.1 (Exhibit AWG-4), where the CLEC's equipment requires special technical considerations (as described above), the CLEC must provide the equipment layout, including spatial dimensions, and will be responsible for constructing all special technical requirements associated with such equipment. The CLEC must utilize a vendor that has been approved as a BCC to perform all engineering and installation work required in the collocation space. The process for becoming a BCC is described in more detail later in this affidavit.

VIII. ADJACENT COLLOCATION

17. Where physical collocation space is legitimately exhausted in a particular BellSouth central office, a CLEC will be permitted to locate its equipment in an adjacent controlled environmental vault or similar structure located on BellSouth's premises (e.g., land owned, controlled or leased where the lessor does not prohibit such activity) subject to technical feasibility. The adjacent arrangement cannot interfere with access to existing or planned structures or facilities on the BellSouth premises and must be permitted by zoning and other applicable state and local regulations. See Network Telephone Agreement-Physical Collocation, Attachment 4, Section 3.3 (Exhibit AWG-4).
18. As specified in the Network Telephone Agreement-Physical Collocation, Attachment 4, Section 3.3.1 (Exhibit AWG-4), the CLEC must arrange with a BCC to construct an adjacent arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide these guidelines and specifications to the CLEC or its BCC upon

request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specifications, the CLEC and its BCC must comply with the more stringent local building code requirements.

19. The CLEC's BCC is also responsible for filing and receiving any and all necessary zoning, permits and/or licenses for construction of the adjacent arrangement. The CLEC must provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (e.g., racking and conduits) to the BellSouth point of demarcation. At the CLEC's option, and where the local authority having jurisdiction permits, BellSouth will provide an AC power source in accordance with the requirements of the National Electrical Code and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement.
20. Only in the case of an emergency will BellSouth access the CLEC's locked enclosure prior to notifying the CLEC.
21. BellSouth may elect to review the CLEC's plans and specifications prior to construction of an adjacent collocation arrangement(s). BellSouth may also inspect the adjacent arrangement(s) after construction, whether or not BellSouth elected to review the CLEC's plans and specifications prior to construction, to ensure the design and construction comply with BellSouth's guidelines and specifications. (These guidelines and specifications apply to BellSouth's own construction projects as well.)

22. BellSouth may require the CLEC, at the CLEC's sole expense, to remove or correct within seven (7) calendar days any structure that does not meet the CLEC's plans and specifications or, where applicable, BellSouth's guidelines and specifications found during such inspection, unless the parties mutually agree to an alternative time frame.
23. As with caged collocation, and under similar terms and conditions, a CLEC may allow other CLECs to share its adjacent collocation arrangement(s).
24. The CLEC may place equipment necessary for interconnection and/or access to UNEs for the provision of telecommunications services in the adjacent collocation facility including, but not limited to, copper cables, coaxial cables, fiber cables and telecommunications equipment.
25. If physical collocation space becomes available in a previously exhausted BellSouth structure, BellSouth will not require a CLEC that has collocated adjacently to move or prohibit a CLEC from moving a collocation arrangement into that structure. Instead, BellSouth will continue to allow the CLEC to collocate in any adjacent structure that the CLEC has constructed or otherwise procured.

IX. REMOTE SITE COLLOCATION

26. In accordance with the attached Interconnection Agreement between BellSouth and Network Telephone Corporation, Attachment 4-RS (Remote Site Physical Collocation) ("Remote Site Agreement")(Exhibit AWG-8), BellSouth will grant a CLEC the right to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, of a size which is specified by the CLEC and agreed to by BellSouth. BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house

BellSouth network facilities. BellSouth complies with the FCC's rules regarding remote site collocation.

X. MICROWAVE COLLOCATION

27. The January 23, 2001 Amendment to the Interconnection Agreement between BellSouth and Winstar Wireless, Inc., dated July 28, 2000, contains Exhibit L, Physical Collocation.

Attached to Exhibit L is Attachment A, Microwave Collocation. As stated on Page 1 of Attachment A, Microwave Collocation ("Winstar Agreement") (Exhibit AWG-9), where technically feasible and where space is available, BellSouth will provide for physical collocation of microwave equipment on the roofs of BellSouth's central office buildings. Microwave collocation includes placements of supporting masts, non-penetrating roof mounts, penetrating pipe stands, parapet mounts and microwave antenna(e) on the rooftop or other suitable exterior spaces of BellSouth's central offices, excluding towers. The microwave equipment may include any equipment that is directly related to, and thus necessary for, interconnection or access to UNEs in the provision of telecommunications services.

XI. EQUIPMENT OWNERSHIP, OPERATION, MAINTENANCE AND INSURANCE

28. Equipment ownership, operation, maintenance and insurance are the responsibility of the CLEC or its approved agent. BellSouth places no restrictions on the type of telecommunications equipment that may be physically collocated (in enclosed or non-enclosed space) within a BellSouth central office provided such equipment is necessary for interconnection to BellSouth's network or access to UNEs in the provision of telecommunications services (*see GTE Services Corporation v. FCC*, 205 F.3d 416 (D.C. Cir. 2000)). Equipment that may be used for interconnection and access to UNEs in a CLEC's collocation space was described earlier in this affidavit. As previously stated, BellSouth will

continue to operate in accordance with the rules vacated by the *GTE Services* decision for the life of current agreements or until the FCC or a state commission issues new rules regarding collocation. In addition, although not required to do so under the Act, FCC Rules, or state commission orders, BellSouth will allow the placement of switching equipment (including remote switching modules) in physical collocation space. Under certain conditions, CLECs may be permitted to place power plant and battery equipment within code-specified, fire-rated enclosures as part of their collocation arrangement.

XII. VIRTUAL COLLOCATION

29. Virtual collocation is a type of collocation arrangement that provides for the placement of CLEC-owned equipment (leased to BellSouth) in BellSouth's central offices that is necessary for interconnection to the BellSouth network or accessing UNEs. Virtual collocation arrangements may connect to designated BellSouth tariffed services, local interconnection trunks and/or UNEs. Virtual collocation is available through BellSouth's FCC Tariff No. 1, ("FCC Virtual Tariff"), Section 20 (Exhibit AWG-1). A CLEC, regardless of the availability of physical collocation, can request virtual collocation.

30. As stated in the FCC Virtual Tariff, Section 20 (Exhibit AWG-1), the CLEC may place fiber optic entrance cable from outside the central office to an interconnection point designated by BellSouth (e.g., a serving manhole). The CLEC must leave a sufficient length of cable to be pulled from the interconnection point into the cable vault. BellSouth pulls the fiber cable through entrance conduit into the central office cable vault and splices it into a pre-terminated, fire-retardant riser cable, which connects the entrance facility to the collocated equipment. Multiple facility entrance points are made available to the CLEC where multiple cable entrances exist and capacity is available. Microwave facilities, in lieu of fiber facilities, may be

used for interconnection where they may reasonably be provided. See Winstar Agreement (Exhibit AWG-9). The CLEC may directly contract with its selected BCC for engineering and installation of the collocation equipment arrangement.

31. The CLEC provides the collocation equipment and cabling facilities in a virtual collocation arrangement. The equipment that can be placed for virtual collocation must conform to the same equipment requirements as those specified earlier in this affidavit for physical collocation.
32. BellSouth leases the CLEC's entrance fiber, cabling, equipment and provisioning/maintenance tools for the nominal fee of one dollar. For this reason, virtual collocation equipment arrangements are most commonly located in the BellSouth equipment area. Performance monitoring, alarm monitoring, and software cross-connect control of all CLEC-owned equipment and facilities (leased to BellSouth) are the responsibility of the CLEC and must be performed remotely. At the CLEC's request, BellSouth will perform installation, maintenance and repair of the facilities, from the point of interconnection up to the demarcation point. Upon notification from the CLEC that work is necessary, BellSouth will, at a minimum, install, maintain and repair collocated equipment in the same manner as BellSouth does for its own equipment.

XIII. SPACE AVAILABILITY REPORT

33. In accordance with the Network Telephone Agreement-Physical Collocation, Attachment 4, Sections 2.1, 2.1.1 and 2.1.2 (Exhibit AWG-4), the Remote Site Agreement, Attachment 4-RS, Sections 2.1, 2.1.1 and 2.1.2 (Exhibit AWG-8), and the FCC Virtual Tariff, Section 20 (AWG-1), BellSouth will provide a written report ("Space Availability Report") specifying the

amount of collocation space available at the premises requested, the number of CLECs present at the premises, any modifications in the use of the space since the last report on the premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. The request for a Space Availability Report from a CLEC must be written and must include the central office premises address and Common Language Location Identification ("CLLI") code. Central office premises addresses and CLLI codes are located in the National Exchange Carrier Association ("NECA") Tariff FCC No. 4.

34. BellSouth will respond to a request for a Space Availability Report for a particular central office location within ten (10) calendar days of receipt of such a request when the request includes from two (2) to five (5) BellSouth premises within the same state. The response time for requests of more than five (5) premises will be negotiated between BellSouth and the CLEC. The request for a Space Availability Report does not require the CLEC to submit an Application for collocation.

XIV. APPLICATION PROCESS

35. BellSouth will negotiate a collocation agreement (e.g. Network Telephone Agreement-Physical Collocation, Attachment 4, (Exhibit AWG-4) as part of the Interconnection Agreement or as a separate, stand-alone document. The collocation agreement defines the rates, terms and conditions for collocation as well as the process by which BellSouth offers collocation. The agreement includes detailed BellSouth commitments on the use of space, the duty to perform preparatory activities, the Application review and response process with associated interval(s), and the provisioning process with associated interval(s). Using this agreement as a starting point, a CLEC may negotiate a regional or state-specific agreement

with BellSouth. Once a collocation agreement is negotiated by a CLEC, it is not necessary to renegotiate another collocation agreement each time a collocation arrangement is requested.

36. The Application process for both physical and virtual collocation is a two-phase process consisting of (1) the Application Inquiry phase and (2) the Bona Fide Firm Order ("BFFO") phase. For both phases, the CLEC can use the paper or electronic BellSouth Expanded Interconnection ("BSTEI") forms. The order document is called BSTEI-1-P for physical collocation requests and BSTEI-1-V for virtual collocation requests. Applications and BFFOs may be placed electronically through BellSouth's new electronic application ("e-app") system. Within each Customer Account Team³, BellSouth has designated a Regional Collocation Coordinator to process collocation requests.
37. To initiate the Application Inquiry phase, a CLEC must submit a completed BSTEI-1 Application Inquiry document to its designated Regional Collocation Coordinator either in paper form or electronically utilizing the e-app system. A proposed equipment layout drawing for the type of collocation arrangement requested (virtual or physical) must accompany each Application Inquiry. The Regional Collocation Coordinator reviews the Application for completeness and accuracy.
38. If the Regional Collocation Coordinator identifies deficiencies, omissions, or errors in the Application Inquiry document, the Regional Collocation Coordinator will work closely with the CLEC and various BellSouth departmental representatives, as necessary, to resolve the open

³ Each CLEC is assigned to a BellSouth Customer Account Team, which is responsible for working with the CLEC to address any questions, concerns, problems or issues that might arise between the CLEC and BellSouth in regard to its existing or potential future services. Within the Customer Account Team, a Regional Collocation Coordinator is assigned to handle specific CLEC collocation requests and issues in regard to collocation services ordered or contemplated by a particular CLEC.

issues. This might include, for example, convening a conference between the CLEC's engineering staff and BellSouth's power engineers to resolve issues concerning power specifications.

39. If the Application is complete and correct, the Regional Collocation Coordinator distributes the BSTEI-1 to the following BellSouth departmental representatives for review, planning, cost development, and response: (1) the Interconnection Network Access Coordinator, who acts as the state-specific implementation manager; (2) Capacity Management for determination of the equipment floor space, terminal equipment, tie cable, cable support structure, demarcation point equipment, power requirements, and estimated construction intervals; (3) Corporate Real Estate & Services for review of the building floor space availability, design and construction cost estimates, and interval projections; (4) Outside Plant Engineering for the determination of the entrance facility capacity and placement; and (5) Central Office Operations for general planning and review. Based on the space and infrastructure analysis from the departmental review team, BellSouth provides a written response to the Application Inquiry ("Application Response"). This response describes space availability, technical parameters, interval and cost estimates, technical contacts and next step procedures.
40. BellSouth does not require an Application fee at the time an Application is submitted. The Application fee is billed after BellSouth determines that space is available. BellSouth will bill the CLEC an Application Fee via a service order, which is issued at the time BellSouth responds that space is available. Space Preparation Fees will be billed on Space Ready Date (see Paragraph 56 for a definition of "Space Ready Date"). BellSouth will bill for construction of the collocation space in accordance with the price quote provided to the CLEC in the Application Response. The Network Telephone Agreement-Physical Collocation,

Attachment 4, (Exhibit AWG-4), and the Network Telephone Agreement-Physical Caged Collocation, Attachment 4, (Exhibit AWG-5) contain standard pricing pursuant to a TRA Order on Docket 97-01262. A CLEC may choose to have its Interconnection Agreement govern the rates, terms, and conditions of the collocation arrangement. The remaining costs, based on TRA ordered rates or the negotiated Interconnection Agreement, are then billed when construction is completed.

XV. SPACE NOTIFICATION / TOUR OF PREMISES

41. Pursuant to the FCC MO&O (Exhibit AWG-6), and the TRA Intermedia Arbitration Order (Exhibit AWG-3), BellSouth will respond as to whether space for physical collocation is available within a particular Premise within ten (10) calendar days of receipt of a Bona Fide Application. When space has been determined to be available BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application, which includes a price quote and sufficient information to enable a collocator to place a BFFO. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees. BellSouth does not place any limits on the number of collocation Applications that it will accept per month. See Network Telephone Agreement-Physical Collocation, Attachment 4, Section 6.9.1 (Exhibit AWG-4), Network Telephone Agreement-Physical Caged Collocation, Attachment 4, Section 2.2 (Exhibit AWG-5) and Remote Site Agreement, Attachment 4-RS, Section 6.10.1 (Exhibit AWG-8).
42. To date, the TRA has set the provisioning intervals for physical caged as ninety (90) calendar days from the date of the firm order, and cageless collocation as thirty (30) calendar days after the CLEC places the firm order when there is conditioned space and the CLEC installs

the bay/racks; in no event, should the provisioning interval for cageless collocation exceed ninety (90) calendar days from the date of the firm order. The intervals were established by the TRA in the ITC^DeltaCom Arbitration Order (Exhibit AWG-2) and the Intermedia Arbitration Order (Exhibit AWG-3). The latter of these two orders became effective on June 25, 2001. TRA has indicated that these arbitration decisions should be equally applicable to all CLECs. Therefore, BellSouth will comply with the TRA Orders specified.

43. If the amount of space requested by a collocater is not available, BellSouth will notify the applicant of the amount of space that is available. Should BellSouth determine that there is no available space in the requested central office, BellSouth will provide a letter to the collocater denying the collocation request ("Denial of Application"). If BellSouth contends that there is no space available for physical collocation at its premises, BellSouth will schedule a tour of the entire premises, upon request, for the applicant carrier(s), without charge, within ten (10) days of the carrier's receipt of BellSouth's denial of space. These requirements are consistent with the FCC Collocation Order and FCC Collocation Reconsideration Order.

XVI. PUBLIC NOTIFICATION

44. BellSouth maintains on its Interconnection Website (www.interconnection.bellsouth.com) a notification document listing all central offices where physical collocation space has been exhausted. The FCC has recently clarified its interpretation of its rule. BellSouth is implementing a procedure to accommodate such interpretation. As a result, BellSouth will update the document within ten calendar days of the date when the last available space was assigned to either a CLEC or BellSouth itself. At BellSouth's Interconnection Website, CLECs may subscribe to an automatic email notification process, which includes, among other notifications, a notice that the central office space exhaust list has been updated. BellSouth also posts a general notice indicating when space has become available in a

central office that was previously on the space exhaust list. BellSouth will allocate the available space pursuant to the waiting list maintained for that central office.

XVII. WAITING LIST

45. BellSouth maintains a waiting list on a first come, first served basis of requesting carriers who have either received a Denial of Application or, where it is publicly known that the central office is out of space, have submitted a Letter of Intent to collocate. BellSouth notifies the telecommunications carriers on the waiting list when space becomes available in a particular central office based upon the amount of space that becomes available and the position of a telecommunications carrier on the waiting list. Upon request, BellSouth will notify a telecommunications carrier of its position on the list.

XVIII. SPACE AVAILABILITY

46. Of the 196 BellSouth central office buildings in Tennessee (as of July 30, 2001), no central office is currently identified with inadequate space to immediately provide physical collocation. Per the FCC Collocation Order, BellSouth will, upon request, remove obsolete unused equipment, if any, from its premises to increase the amount of space available for collocation.

XIX. APPLICATION MODIFICATION PROCESS

47. As specified in the Network Telephone Agreement-Physical Collocation, Attachment 4, Section 6.10.1 (Exhibit AWG-4), Network Telephone Agreement-Physical Caged Collocation, Attachment 4, Section 6.3 (Exhibit AWG-5) and Remote Site Agreement, Attachment 4-RS, Section 6.11.1 (Exhibit AWG-8), if a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent

Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of the CLEC or necessitated by technical considerations, the Application will be considered a new Application and shall be handled as a new Application for purposes of the response and provisioning intervals. BellSouth will respond to the Bona Fide Application within ten (10) calendar days after BellSouth receives such revised Application or at such other date as agreed by the Parties. If, at any time, BellSouth needs to reevaluate the Bona Fide Application as a result of changes requested by the CLEC to its original Application, then BellSouth will charge the CLEC a Subsequent Application Fee. Major changes may require the CLEC to resubmit the Application with an Application Fee. Such modifications or revisions include, but are not limited to, changes in the air conditioning requirements, power requirements, and/or network infrastructure.

48. Since BellSouth must reevaluate the Application, the provisioning clock must be reset. Where the Application Modification does not require assessment for provisioning or construction work by BellSouth, no Application Fee will be required. The fee for an Application Modification where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) will be the Subsequent Application Fee. Major changes such as requesting additional space or adding equipment may require the CLEC to resubmit the Application, along with an Application Fee.

XX. BFFO INTERVAL

49. Requesting collocators have thirty (30) calendar days after the date of BellSouth's written Application Response to submit a complete and accurate BFFO document for each location for which the collocator wishes to proceed. A BFFO requires the collocator to complete the Application Process and submit a BellSouth Expanded Interconnection BFFO document

("BSTEI-1P-F") indicating acceptance of the written Application Response provided by BellSouth. As noted above, the BFFO document may be submitted via paper or electronically utilizing the e-app system.

XXI. FIRM ORDER DATE

50. For each individual BFFO Request received, BellSouth will establish a Firm Order Date based upon the date BellSouth receives the complete and accurate BFFO document and detailed equipment drawing. If the BFFO Request is not received within thirty (30) calendar days of the Application Response date, the CLEC forfeits its requested space. BellSouth will acknowledge receipt of the BFFO within seven (7) calendar days of receipt by providing a Firm Order Confirmation, which indicates the Firm Order Date. If the BFFO is not accurate and complete, BellSouth will acknowledge receipt of the BSTEI-1 form with a letter that details the information necessary to make the order accurate and complete within the same time period. Because BellSouth cannot finalize its collocation design specifications until it has obtained the collocator's complete technical and spatial requirements, CLEC-specific building construction and infrastructure provisioning can only begin after an accurate and complete firm order has been received in writing from the requesting collocator. BellSouth subject matter experts consult with requesting collocators to expeditiously resolve any outstanding collocator technical issues. Requesting collocators may begin the Application Inquiry process prior to the execution of a physical collocation agreement with BellSouth. However, the agreement must be executed prior to proceeding with the BFFO phase.

XXII. ASSIGNMENT OF SPACE

51. BellSouth offers and assigns space for collocation based on space availability on a first come, first served basis. Physical collocation space is assigned based on the customer's request,

where space permits. BellSouth will consider any unused space within BellSouth's central office for cageless collocation. The size specified by the collocator may contemplate a request for space sufficient to accommodate the collocator's growth within a two-year period. Neither BellSouth nor any BellSouth affiliate reserves space for future use on preferential terms. For virtual collocation, space is assigned within the BellSouth equipment line-up based on the rack requirements for the equipment installation. The size specified by the CLEC may contemplate a request for space sufficient to accommodate the CLEC's growth within a 24-month period. Neither BellSouth nor any BellSouth affiliate, reserves space for future use on preferential terms. See Network Telephone Agreement-Physical Collocation, Attachment 4, Section 1.2.1.1, Network Telephone Agreement-Physical Caged Collocation, Section 1.2.1(Exhibit AWG-5), and Remote Site Agreement, Attachment 4-RS, Section 1.2.1 (Exhibit AWG-8).

XXIII. SPACE DESIGN AND EQUIPMENT CONFIGURATION

52. In accordance with the Network Telephone Agreement-Physical Collocation, Attachment 4, Section 6.7 (Exhibit AWG-4), and Network Telephone Agreement-Physical Caged Collocation, Attachment 4, Section 6.6 (Exhibit AWG-5), unless otherwise agreed to by BellSouth and the CLEC, a joint planning meeting or other method of joint planning will be held within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. At this meeting, the parties will agree to the preliminary design of the collocation space and the equipment configuration requirements as reflected in the Application and affirmed in the BFFO. The collocation space completion time period will be provided to the CLEC during the joint planning meeting or as soon as possible thereafter. Immediately following the planning meeting, BellSouth, the CLEC and the CLEC's contractors will complete architectural and

infrastructure designs, file building permits as required, and begin construction and/or other necessary work. Building construction may not begin until building permits are received.

XXIV. SITE VISITS

53. After receipt of the BFFO and prior to completion of the Security Training and Space

Acceptance, a CLEC or its approved agent will be permitted one accompanied site visit to its designated collocation arrangement location or access to the entrance manhole, free of charge. See Network Telephone Agreement-Physical Collocation, Attachment 4, Sections 5.8.1 and 8.6 (Exhibit AWG-4), Network Telephone Agreement-Physical Caged Collocation, Attachment 4, Section 6.6 (Exhibit AWG-5) and Remote Site Agreement, Attachment 4-RS, Sections 6.13 and 8.5 (Exhibit AWG-8). Further visits under the above circumstances are allowed, but a Security Escort fee may apply.

54. In a physical collocation arrangement, a CLEC may also request access keys/cards at any time after BFFO, once the security and training requirements have been completed. Further information regarding these security and training requirements will be discussed later in this affidavit.

XXV. CONSTRUCTION OF PHYSICAL COLLOCATION SPACE

55. Pursuant to the Intermedia Arbitration Order, BellSouth will provision physical cageless collocation space in Tennessee, in accordance with the requesting carrier's application, within thirty (30) calendar days after BellSouth's receipt of the CLEC's firm order when there is conditioned space and the CLEC installs the bays/racks (ordinary conditions). When other conditions apply (extraordinary conditions), BellSouth's provisioning interval for cageless collocation will not exceed ninety (90) calendar days from the date of the firm order. BellSouth

will provision caged physical collocation arrangements requested by the CLEC, provided collocation spaces are available in BellSouth facilities, within ninety (90) calendar days from the date of the firm order. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; a major Company equipment rearrangement or addition; a power plant addition or upgrade; a major mechanical addition or upgrade; a major upgrade for ADA compliance; environmental hazard or hazardous material abatement; and arrangements for which equipment shipping intervals are extraordinary in length.

XXVI. EQUIPMENT PLACEMENT

56. As soon as construction has been completed ("Space Ready Date"), BellSouth will turn the functional space over to the requesting CLEC. The Space Ready Date for physical collocation is the date that BellSouth finishes construction in accordance with the requesting CLEC's Application and turns functional space over to the requesting CLEC. On the Space Ready Date, the CLEC may begin placing its equipment in its physical collocation space. At this point, BellSouth has completed its provisioning requirements as mandated by the TRA or FCC.

XXVII. EARLY SPACE ACCEPTANCE

57. Depending on the particular conditions at a given central office and provided the space is adequately secured, BellSouth may, at its discretion, permit the collocation equipment installation to begin prior to the Space Ready Date. In such cases, the CLEC must sign a liability waiver before equipment installation work may begin. This waiver addresses liability issues associated with potential damage to equipment or injury to CLEC personnel as a result of ongoing construction related activities, debris or obstructions.

XXVIII. VIRTUAL COLLOCATION PROVISIONING INTERVALS

58. Virtual collocation space will be completed within fifty (50) calendar days from receipt of BFFO for ordinary conditions and seventy-five (75) calendar days from receipt of BFFO for extraordinary conditions.

XXIX. MODIFICATIONS TO EXISTING COLLOCATION SPACE

59. Additions or modifications are treated under the same terms and conditions that apply for any other type of collocation request. An Application is the appropriate method for requesting an addition or modifications to collocation space. The Application provides all of the equipment, facilities, and service modifications that will enable BellSouth to provision or augment the collocation space. The amount of work performed by BellSouth in response to the CLEC's Application is dependent on the nature and scope of the request and the particular premises involved.

XXX. INTERCONNECTION FACILITIES

60. With either physical collocation or virtual collocation, a CLEC may opt to place a private fiber optic entrance cable to serve its collocation space. If a CLEC has no cable facilities of its own available for interconnection, it can lease the necessary facilities from BellSouth. See 47 C.F.R. § 51.323(g). BellSouth will provide an interconnection point or points at which the fiber transmission cables carrying the CLEC's circuits enter(s) BellSouth's premises. For BellSouth's premises where there are at least two existing entry points and where capacity exists for the placement of new facilities in those entry points, BellSouth will provide the CLEC use of at least two such interconnection points. Where multiple entry points are not available or do not exist, BellSouth will provide access to the existing entry point. (Pursuant to 47 C.F.R. § 51.323(d)(1) and 47 C.F.R. § 51.323(d)(2)).

XXXI. ENGINEERING AND INSTALLATION

61. In order to protect BellSouth facilities, equipment and personnel, and the equipment and personnel of other CLECs, a CLEC must select a BCC to perform all engineering and installation work associated with the collocation arrangement. Installed equipment must also meet Bellcore (now known as Telcordia) Network Equipment and Building Specifications ("NEBS") Criteria Level 1 standards (FCC Collocation Order and FCC Collocation Reconsideration Order FCC 99-48 ¶¶35 and FCC 00-297 ¶¶56). Use of a BCC for engineering and installation activities is necessary to ensure compliance with technical, safety and quality standards as set forth in BellSouth Technical Requirements 73503 Engineering and Installation Standards for Central Office Equipment, dated February 1995. BellSouth adheres to this requirement itself and expects any other entity installing equipment and facilities within a BellSouth central office to do likewise.
62. Any CLEC interested in becoming a BCC may contact BellSouth to obtain the certification process information. To become a BCC, an applicant must have a working knowledge of the required standards and appropriate references and demonstrate this through a trial installation. The applicant must also be proficient at operating within these technical, safety and quality engineering and installation guidelines and specifications. Guidelines for obtaining BCC status are available upon request from the BellSouth Account Team. BellSouth provides updated copies of its BCC lists on a frequent basis upon request.
63. After a CLEC becomes a BCC, BellSouth will allow it to perform engineering and installation activities for the CLEC's own equipment installations, as well as those for other CLECs.

XXXII. CLEC RESPONSIBILITIES

64. For a physical collocation arrangement, the CLEC and its BCC are responsible for:

- a) installation of the collocated equipment and components;
- b) installation and connection of power feed(s) from the Battery Distribution Fused Board ("BDFB") to the collocated equipment or the installation and connection of the power feed(s) from the BellSouth power board interconnection cables to a CLEC-provided BDFB;
- c) installation and connection of interconnection cables to the point of demarcation (e.g., BellSouth Conventional Distributing Frame, Digital System Cross-connect ("DSX") panel, or Light Guide Cross-connect ("LGX") panel);
- d) in caged collocation, construction of low level frame and aisle lighting, as required within the caged space;
- e) performance of operational tests as requested by the CLEC; and
- f) notification to the local BellSouth Central Office foremen (and the CLEC) upon successful completion of the installation and testing.

65. For a virtual collocation arrangement, the CLEC and its BCC are responsible for providing the transmission equipment (e.g., fiber optic terminals, DS3/DS1 channelization equipment, fiber terminating device). The CLEC must also specify all software options for the transmission equipment and associated plug-ins. In addition, the CLEC must provide the following:

- a) all necessary plug-ins/circuit packs (both working and spare) including any required options that must be physically set on the plug-ins;
- b) all unique tools and test equipment;
- c) initial and subsequently added equipment sized and equipped to handle a minimum of 12 months forecasted growth;

- d) lockable rack mounted storage unit to house spare plug-ins, tools, and test equipment;
- e) any desired equipment for remote monitoring and control;
- f) fuse panel(s) with sufficient capacity for all BellSouth Virtual Collocation equipment;
- g) network facility rack(s) (i.e., relay racks) to mount all of the above referenced equipment;
- and
- h) notification to the local BellSouth Central Office Foreman (and the CLEC) upon successful completion of the installation and testing.

XXXIII. EQUIPMENT INSTALLATION STANDARDS

66. BellSouth specifies a minimum standard for equipment to be installed by a CLEC in its physical collocation space. In compliance with 47 C.F.R. § 51.323(b), as revised by the FCC Collocation Reconsideration Order, BellSouth does not object to the collocation of equipment by a CLEC on the grounds the equipment does not comply with safety and engineering standards that are more stringent than the safety and engineering standards that BellSouth applies to its own equipment.
67. BellSouth can deny the collocation of a CLEC's equipment on the grounds that the equipment does not meet the minimum safety standards. If BellSouth denies the collocation of a CLEC's equipment due to safety concerns, BellSouth will provide to the CLEC within five (5) business days of the denial, a list of all BellSouth equipment that BellSouth has located at the premises in question. Included with this list, BellSouth will attach an affidavit attesting that all of BellSouth's equipment meets or exceeds the safety standards that BellSouth contends the CLEC's equipment fails to meet. The affidavit will set forth in detail the exact safety requirement(s) that the CLEC's equipment fails to satisfy; BellSouth's basis for determining

that the CLEC's equipment fails to comply with this safety requirement; and BellSouth's basis for concluding why collocation of the CLEC's equipment would compromise network safety.

XXXIV. POST-INSTALLATION RESPONSIBILITIES

68. The CLEC must notify BellSouth in writing that the collocated equipment is installed, tested and ready for service provisioning. At this time, BellSouth will establish the arrangement Installation Complete Date based upon the written notification received. For physically collocated equipment, the CLEC must notify BellSouth. For virtually collocated equipment, either the CLEC or the CLEC's equipment vendor may provide this notification.

XXXV. COMMENCEMENT DATE

69. BellSouth establishes a Commencement Date for each collocation arrangement. The Commencement Date is the date that the CLEC's equipment becomes operational (cross-connected to BellSouth's network for the purpose of service provision).

70. For physical collocation, the Commencement Date is the Installation Complete Date.

71. For virtual collocation, the BCC must (for insurance purposes) provide BellSouth with a complete and accurate inventory list of all equipment and facilities installed as part of the arrangement. This inventory list is used to verify receipt of all equipment, circuit packs, spare parts, and test equipment and is a critical part of the "Acceptance Process". Until central office personnel receive this inventory list, the installation cannot be accepted and BellSouth assumes no responsibility for the equipment (or any spare parts). This list becomes an attachment to the Equipment Lease. For a virtual collocation arrangement, BellSouth prepares the Equipment Lease agreement upon receipt of notification of the Installation

Complete Date, which includes the "as installed" equipment and facilities list. The Virtual Collocation Commencement Date then becomes the date the Equipment Lease is executed.

XXXVI. SERVICE INTERCONNECTION

72. A CLEC may interconnect to BellSouth's network at 2-wire, 4-wire, DS1, DS3 and 2-fiber/4-fiber optical levels from either a physical or virtual collocation arrangement. BellSouth assigns and pre-wires interconnection facilities from within its network to the collocation demarcation point. BellSouth does not require CLECs to use an intermediate interconnection arrangement in lieu of direct connection to its network unless technically necessary.

XXXVII. DEMARCATON POINT

73. Consistent with TRA Order 97-01262, BellSouth will designate the point(s) of demarcation between a collocater's equipment and/or network and BellSouth's network. Each party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to BellSouth's network, the demarcation point shall be a collocater provided Point of Termination Bay (POT Bay) in a common area within the premises. The collocater shall be responsible for providing, and a supplier certified by BellSouth (collocater's Certified Supplier) shall be responsible for installing and properly labeling the POT Bay as well as the necessary cabling between the collocater's collocation space and the demarcation point. The collocater or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, and may self-provision cross-connects that may be required within the collocation space to activate service requests.

74. At the collocator's option, the collocator may specify to contract the demarcation point consistent with FCC Order 99-48, in which case BellSouth will designate the point(s) of demarcation between the collocator's equipment and/or network and BellSouth's network. Each party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point between BellSouth's and the collocator's facilities will be a common block on BellSouth's designated conventional distributing frame. The CLEC is also responsible for providing the common block and necessary cabling in a physical collocation arrangement.

75. For physical collocation, the demarcation point between the CLEC's arrangement and BellSouth's network is the Conventional Distributing Frame, DSX panel or LGX panel. In a DSX panel, electrical digital connections are made and jumpers are used to tie connections together. In a LGX panel, optical fiber connections are made and jumpers are used to tie connections together. The CLEC may opt, at its own expense, to place a Point of Termination ("POT") bay or frame within its collocation space, but this POT bay or frame will not serve as the demarcation point between the CLEC's equipment and BellSouth's network.

76. For a virtual collocation arrangement, the demarcation point is either the BellSouth Distribution Frame, DSX or LGX. The CLEC's facilities will run directly between the BellSouth Distribution Frame, DSX or LGX and the CLEC's equipment.

XXXVIII. SECURITY ACCESS

77. After BFFO, BellSouth will allow a CLEC to have direct access to its equipment and facilities twenty-four (24) hours a day, seven (7) days a week as required by the FCC Collocation Order and FCC Collocation Reconsideration Order. BellSouth will allow a CLEC to have

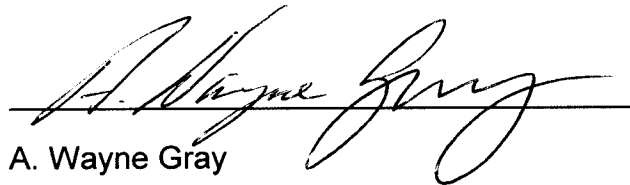
direct access without the need for a security escort, provided that the CLEC complies with BellSouth's security and safety requirements set forth in its Interconnection Agreement. BellSouth does not require CLEC employees to receive security training from BellSouth, but provides information to the CLEC on the specific type of training required. See Network Telephone Agreement-Physical Collocation, Attachment 4, Sections 5.8 and 12, (Exhibit AWG-4), Network Telephone Agreement-Physical Caged Collocation, Attachment 4, Sections 5.6, and 11, (Exhibit AWG-5) and Remote Site Agreement, Attachment 4-RS, Sections 5.6 and 12 (Exhibit AWG-8).

78. Prior to CLEC completion of the security and safety requirements, BellSouth offers one free escorted site visit to the CLEC's designated collocation arrangement location or access to the entrance manhole and unlimited paid escorted visits until the CLEC complies with the BellSouth Security and Safety requirements. See Network Telephone Agreement, Attachment 4, Sections 5.8.1 and 12, (Exhibit AWG-4) and Remote Site Agreement, Attachment 4-RS, Sections 6.13 and 12 (Exhibit AWG-8).

79. To gain access to BellSouth's premises, the CLEC's agent or employee is required to carry a picture identification at all times. The CLEC is required to certify that each agent or employee seeking access has had security training, that a background check has been performed, and that no felony convictions were found. These requirements are reasonable and necessary to ensure the safety of BellSouth's and other CLEC's facilities and employees working in and around BellSouth premises and to maintain the efficient operation of the network. These same measures are required for all BellSouth and BellSouth affiliate personnel. Additionally, BellSouth will provide restroom facilities and reasonable parking on a first come, first served basis.

80. BellSouth is installing security access systems in its central offices to effectively monitor compliance with BellSouth's security and safety requirements, reasonably protect the central office and CLEC equipment and facilities, and ensure network reliability. These systems will allow entry to central offices with an appropriate card key, while tracking and recording the time of entry by each cardholder. Where security systems are not yet installed, access keys are provided to the collocated CLECs.
81. In accordance with TRA Order 97-01262, the costs of implementing the security access systems are included in the basic per square foot cost of the CO building. BellSouth's security requirements are addressed in the Network Telephone Agreement-Physical Collocation, Attachment 4, Section 12 (Exhibit AWG-4), Network Telephone Agreement-Physical Caged Collocation, Attachment 4, Section 11, (Exhibit AWG-5) and Remote Site Agreement, Attachment 4-RS, Section 12 (Exhibit AWG-8).
82. BellSouth does not and will not use the information that it obtains as a result of the implementation of its security requirements for marketing or other competitive purposes.
83. This concludes my affidavit

I hereby swear that the foregoing is true and correct to the best of my information and belief.


A. Wayne Gray

Director – Network Planning & Support

BellSouth Telecommunications, Inc.

Subscribed and sworn to before me this 30th

Day of July, 2001.



Notary Public

Notary Public, Cobb County, Georgia
My Commission Expires June 19, 2005

AWG-1

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
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ISSUED: NOVEMBER 1, 1996

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20 - BellSouth Virtual Expanded Interconnection (Cont'd)

(T)

BELLSOUTH TELECOMMUNICATIONS, INC.
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20 - BellSouth Virtual Expanded Interconnection (Cont'd)

(T)

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20 - BellSouth Virtual Expanded Interconnection (Cont'd) (T)

20.17 Service Description

BellSouth Virtual Expanded Interconnection service provides for location interconnection of collocator-provided/Telephone Company leased fiber optic facilities to Telephone Company interstate BellSouth SWA and Special Access (a.k.a. BellSouth SPA) services. BellSouth Virtual Expanded Interconnection service for switched access is provided at designated central offices, tandems, and remote nodes/switches (e.g., locations). BellSouth Special Access Virtual Expanded Interconnection is available only at designated central offices. Under BellSouth Virtual Expanded Interconnection, a collocator provides fiber optic cable up to a Telephone Company-designated interconnection point outside of the location, such as a manhole. The collocator will provide the entrance fiber extending between the interconnection point and the location. The Telephone Company will lease the entrance fiber under the provisions of 20.18(A) following, and will install the fiber into the location for connection to the BellSouth Virtual Expanded Interconnection collocator-provided/Telephone Company leased transmission equipment. In addition, if multiple entry points are available, and the collocator so desires, multiple entry points will be provided to the collocator. A BellSouth Virtual Expanded Interconnection arrangement may interconnect with Telephone Company interstate BellSouth SWA and Special Access (a.k.a. BellSouth SPA) DS1/DS3 level high capacity services within the location. (T)

Microwave facilities, in lieu of fiber facilities, may be used for interconnection where they may reasonably be provided. Upon receipt of a request for microwave interconnection, BellSouth will negotiate the arrangements and file the appropriate rates and regulations for the service. (T)

BellSouth Virtual Expanded Interconnection will be made available subject to the availability of space and facilities in each Telephone Company location. BellSouth's central office, tandem and remote node switch site designations are listed in the National Exchange Carriers Association (NECA) Tariff F.C.C. No. 4. (T)

General regulations, rates and charges applicable to all BellSouth Virtual Expanded Interconnection arrangements are contained in this tariff. (T)

20.18 Regulations

- (A) In order to ensure the compatibility of the transmission capabilities of the facilities and equipment used in the provision of BellSouth Virtual Expanded Interconnection, such equipment and facilities, including the entrance fiber, associated riser cable/fiber, terminal transmission equipment, plug-ins, software, unique tools and test equipment will be provided by the collocator. The collocator agrees to lease to BellSouth all the equipment and support structure components required to provision and maintain/repair BellSouth Virtual Expanded Interconnection on an ongoing basis, for the nominal sum of one dollar. (T)

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20 - BellSouth Virtual Expanded Interconnection (Cont'd)

(T)

20.18 Regulations (Cont'd)

- (D) The Telephone Company will designate the point of interconnection in proximity to the location building, which is normally an entrance manhole. The Telephone Company reserves the right to prohibit all equipment and facilities, other than cable, within its entrance manholes. No splicing will be permitted in the entrance manhole. The collocater must provide a length of underground fiber optic cable in the entrance manhole specified by the Telephone Company which is of sufficient length to be pulled through the conduit and into the cable vault splice locations. The collocater is responsible for placement of the fiber optic facility within the manhole and for the maintenance of the fiber optic cable(s). Before placing the fiber optic facility in the manhole, the collocater will contact the Telephone Company for instructions. The collocater agrees to comply with the Telephone Company's safety and security rules. Access to the manhole is covered by the terms and conditions specified by the Telephone Company. (T)

The Telephone Company will pull the collocater-provided/Telephone Company leased fiber cable from the interconnection point to the cable vault where the cable will be spliced to collocater-provided/Telephone Company leased fire retardant riser cable which the Telephone Company will install.

- (E) The BellSouth Virtual Expanded Interconnection collocater must provide the terminating transmission equipment that the Telephone Company will lease and use pursuant to Section 20.18(A) preceding to provision the BellSouth Virtual Expanded Interconnection arrangement. The equipment must comply with the Bellcore Network Equipment Building System (NEBS) General Equipment Requirements (TR-NWT-000063); National Electrical Code standards, and meet the minimum Operational System Modification for Intelligent Network Elements (OSMINE) requirements of coding for the TIRKSR System. This minimum includes Human Equipment Catalog Item Group (HECIG), Equipment Catalog Item Group (ECIG) processing code, (T)

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20 - BellSouth Virtual Expanded Interconnection (Cont'd)

(T)

20.18 Regulations (Cont'd)

(E) (Cont'd)

Human Equipment Catalog Item (HECI), Equipment Catalog Item (ECI) number, and Function Codes as required for provisioning. OSMINE requirements of coding are covered in BellCore Publication GR-485-CORE. Additionally, this equipment must comply with any local, state or federal statutory and/or regulatory requirements in effect at the time or subsequent to equipment installation.

- (F) The collocater is responsible for providing the terminating transmission equipment, e.g., fiber optic terminals, DS3/DS1 channelization equipment, fiber terminating device. The BellSouth Virtual Expanded Interconnection collocater must also specify all software options for the transmission equipment and associated plug-ins. In addition, the collocater shall provide the following:

(T)

(T)

- all necessary plug-ins/circuit packs (both working and spare) including any required options that must be physically set on the plug-ins.
- all unique tools and test equipment.
- initial and subsequently added equipment should be sized and equipped to handle a minimum of 12 months forecasted growth.
- rack mounted storage unit to house spare plug-ins, tools, and test equipment.
- any desired equipment for remote monitoring and control.
- fuse panel(s) with sufficient capacity for all BellSouth Virtual Expanded Interconnection transmission equipment.
- network facility rack(s), i.e., relay racks, to mount all of the above referenced equipment and Telephone Company-provided interconnection panel(s).

(T)

(T)

- (G) Any equipment provided under 20.18(F) preceding shall be leased to the Telephone Company in accordance with Section 20.18(A) preceding.

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20 - BellSouth Virtual Expanded Interconnection (Cont'd)

(T)

20.18 Regulations (Cont'd)

- (H) Performance monitoring, alarm monitoring and software cross-connect control of all facilities and equipment used in provisioning a arrangement will be the responsibility of the BellSouth Virtual Expanded Interconnection collocator. The BellSouth Virtual Expanded Interconnection collocator will be responsible for initiating maintenance/repair requests for said facilities and equipment, pursuant to (K) following. (T)
(T)
(T)

If the collocator desires the Telephone Company to provide the transport for monitoring and control functions, such transport will be ordered and billed pursuant to the applicable service tariff provisions.

- (I) The Telephone Company will have responsibility for installation and maintenance/repair of the facilities and equipment used to provide BellSouth Virtual Expanded Interconnection from the point of interconnection up to and including the BellSouth Virtual Expanded Interconnection terminating transmission equipment. (T)
(T)
(T)

- (J) The Telephone Company will designate a meet-point location within the BellSouth Virtual Expanded Interconnection site where the Telephone Company's BellSouth Virtual Expanded Interconnection and Special Access (a.k.a. BellSouth SPA) DS1/DS3 services will be terminated for interconnection with the BellSouth Virtual Expanded Interconnection equipment. The BellSouth Virtual Expanded Interconnection DS1 and DS3 network interfaces (NIs) are contained in TR 73572 "BellSouth Virtual Expanded Interconnection Service DS1 and DS3 Level Network Interface Specifications." (T)
(T)
(T)
(T)
(T)

- (K) The Telephone Company will work cooperatively with the BellSouth Virtual Expanded Interconnection collocator to facilitate joint testing and maintenance/repair related activities. (T)
(T)

- (1) The collocator will be responsible for notifying the Telephone Company of significant outages of any portion of its network, which could impact or degrade Telephone Company switches and services. The collocator will also provide, if possible, an estimated time for restoral.
- (2) Troubles reported to or observed by the collocator should be tested and isolated by the collocator prior to reporting the trouble to the Telephone Company.

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20 - BellSouth Virtual Expanded Interconnection (Cont'd) (T)

20.18 Regulations (Cont'd)

- (L) All installation work performed on behalf of the collocator must be performed by the Telephone Company or a Telephone Company-authorized vendor. Authorization procedures may be obtained from the Telephone Company upon request.

20.19 Limitations

The following provisions address BellSouth Virtual Expanded Interconnection Service interconnections to the Telephone Company network and service prohibitions for BellSouth Virtual Expanded Interconnection arrangements: (T)
(T)
(T)

- (A) Collocators who subscribe to BellSouth Virtual Expanded Interconnection will not have access to the Telephone Company building, except as provided in 20.23 following. (T)
- (B) A Telephone Company security escort will accompany the BellSouth Virtual Expanded Interconnection collocator at the interconnection point outside of the BellSouth Virtual Expanded Interconnection location. The security escort will be provided at the collocator's expense in accordance with charges described in 20.31(G) following. (T)
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(T)

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20 - BellSouth Virtual Expanded Interconnection (Cont'd)

20.19 Limitations (Cont'd)

(C) The Telephone Company will not interconnect facilities between two or more different collocators within the same BellSouth Virtual Expanded Interconnection location.

(D) BellSouth Virtual Expanded Interconnection arrangements will be DS1 or DS3 electrical interconnections.

(E) The BellSouth Virtual Expanded Interconnection collocator may interconnect at the DS3 level with the following Telephone Company interstate services:

- LightGate service (a.k.a. BellSouth SPA Point to Point Network) local channel or interoffice channel via a LightGate service (a.k.a. BellSouth SPA Point to Point Network) DS3 Central Office Channel Interface
- SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) via a SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) Central Office Node DS3 Channel Interface
- 28 DS1 Channelization System
- BellSouth SWA service
- SMARTPath DS3 Transport service (a.k.a. BellSouth SPA DS3 Shared Ring)
- SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network)
- FlexServ Port in a Digital Cross Connect System

(N)

(F) The BellSouth Virtual Expanded Interconnection collocator may interconnect at the DS1 level with the following Telephone Company interstate services:

- DS1 local channel or interoffice channel
- DS1 Basic Channelization System
- FlexServ (a.k.a. BellSouth SPA Customer Reconfiguration) Port in a Digital Cross-Connect System
- DS1 Central Office Channel Interface associated with LightGate (a.k.a. BellSouth SPA Point to Point Network) or SMARTRing services (a.k.a. BellSouth SPA Dedicated Ring)
- BellSouth SWA Service
- SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring)
- SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network)

20.20 Service Application

(A) A collocator shall complete and provide to the Telephone Company a written application requesting a BellSouth Virtual Expanded Interconnection service arrangement and an application fee per request, per location. Details on the specific requirements of the requested BellSouth Virtual Expanded Interconnection arrangement, including interconnect drawings technical specifications, monitor and control design and other equipment related documentation, must be provided with the written application.

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20 - BellSouth Virtual Expanded Interconnection (Cont'd) (T)

20.20 Service Application (Cont'd)

- (B) The Telephone Company will process applications for BellSouth Virtual Expanded Interconnection arrangement on a first-come, first-serve basis by location as determined through the receipt of the application fee. (T)
- (C) The Telephone Company will accept letters of agency in conjunction with an application for BellSouth Virtual Expanded Interconnection. (T)
- (D) Upon receipt of the application fee, the Telephone Company will conduct the following design and planning activities:
 - (1) engineering record search and review to determine availability of conduit, rack, floor space and multiple entry points.
 - (2) determination of requirements of the requested BellSouth Virtual Expanded Interconnection design. (T)
 - (3) administrative activities required to process the application.
- (E) Once the Telephone Company has completed the design and planning activities, the collocator will be informed of the floor space and power requirements. At this time the Telephone Company will provide to the collocator a list of vendors certified to perform equipment installations.
- (F) A collocator shall have thirty (30) days from receipt of the information to place a firm order.



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20 - BellSouth Virtual Expanded Interconnection (Cont'd)

(T)

20.20 Service Application (Cont'd)

- (G) The Telephone Company's engineering and other labor time associated with establishing and maintaining a BellSouth Virtual Expanded Interconnection Service arrangement will be billed under the provisions of 13.1 and 13.2 preceding. (T)
- (H) The collocator will contract directly with its chosen certified vendor for installation. The Telephone Company will retain project management responsibility and authority related to the installation work done in the central office (i.e., decisions as to specific location of the equipment bay, termination panel appearance, assignments, etc.). Equipment installation includes, but is not limited to, assembly, floor mounting, connecting power, connecting optical and metallic interfaces, connecting monitoring equipment, turn-up, acceptance testing, stenciling, updating central office records and any other task that may be required for compliance with the BellSouth installation standards as contained in TR-73503. The Telephone Company, in cooperation with the chosen certified vendor, will determine the installation interval. The collocator and its chosen vendor will work in close cooperation with Telephone Company representatives having project management responsibility and will comply with the installation standards specified in TR-73503.
- (I) A collocator agrees to meet with the Telephone Company on an as needed basis to review the design and work plans and schedules for the installation of the collocator-provided/Telephone Company leased terminating transmission equipment and facilities.

20.21 Service Activation

- (A) The Telephone Company will notify the collocator in writing upon completion of the installation work and prior to activating the BellSouth Virtual Expanded Interconnection arrangement. (T)
- (B) The Telephone Company will provide the BellSouth Virtual Expanded Interconnection collocator with the circuit identifications associated with the collocator-provided/Telephone Company leased terminating transmission equipment as well as specific location of the equipment, e.g., BellSouth Virtual Expanded Interconnection location, bay location, shelf, etc., at the time of installation. (T)
- (C) The Telephone Company will utilize existing test equipment, or the collocator-provided/Telephone Company leased unique test equipment, for acceptance and repair in cooperation with the BellSouth Virtual Expanded Interconnection collocator. (T)

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20 - BellSouth Virtual Expanded Interconnection (Cont'd) (T)

20.22 Training

If a collocator selects terminating transmission equipment hardware and/or software which is not currently in use in the Telephone Company location where BellSouth Virtual Expanded Interconnection will be provided, the collocator will be responsible for payment of the charges as set forth in 20.31(F) following, for any necessary training for Telephone Company personnel needed to install and repair said equipment. Additionally, the collocator will be responsible for payment of any applicable tuition fees associated with said training. (T)

In the event that the collocator does not provide the necessary training to enable Telephone Company personnel to repair said equipment, the Telephone Company may call a certified vendor to make repairs of said equipment. The collocator will reimburse the Telephone Company for any charges submitted by the certified vendor for repair of said equipment. In addition, charges for security escort will apply as set forth in 20.31(H) following.

20.23 Inspections

A BellSouth Virtual Expanded Interconnection collocator shall call to schedule a time to enter the BellSouth Virtual Expanded Interconnection location(s) for the purpose of inspecting the terminating transmission equipment dedicated for its use. A Telephone Company security escort will accompany the BellSouth Virtual Expanded Interconnection collocator during said inspections at the expense of the collocator. Security escort rates are as set forth in 20.31(G) following. (T)
(T)
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(T)

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(T)

20.24 Insurance

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20 - BellSouth Virtual Expanded Interconnection (Cont'd)

(T)

20.25 Maintenance

Except in emergency situations, the collocator-provided/Telephone Company leased fiber optic cable facilities and terminating transmission equipment will be maintained/repared only upon request of the BellSouth Virtual Expanded Interconnection collocator. In an emergency, the Telephone Company will use reasonable efforts to notify the BellSouth Virtual Expanded Interconnection collocator, but nevertheless may perform such maintenance/repair as deemed necessary without prior notification or request. When initiating maintenance/repair requests on equipment, the collocator must provide the Telephone Company with the associated circuit identifications and specific location of the BellSouth Virtual Expanded Interconnection equipment, as well as a detailed description of the trouble. Charges for maintenance/repair performed upon request from, or on behalf of, the BellSouth Virtual Expanded Interconnection collocator will be billed to the collocator on a time sensitive basis as described in Section 13.3.1 preceding. No charges will be assessed to the BellSouth Virtual Expanded Interconnection collocator for maintenance if said maintenance is required as a result of negligence or willful misconduct on the part of the Telephone Company, or from incidental damage resulting from Telephone Company activities. The collocator is responsible for providing equipment required for maintenance/repair spares under the terms of paragraph 20.18(A).

All maintenance/repair on BellSouth Virtual Expanded Interconnection terminating transmission equipment will be performed by the Telephone Company.

20.26 Liability and Damages

- (A) The Telephone Company reserves to itself, its successors and assigns, the right to utilize the space within its location(s) in such a manner as will best enable it to fulfill its own service requirements. The Telephone Company shall not be liable to the collocator for physical damage to the collocator-provided/Telephone Company leased facilities or equipment occupying a Telephone Company location unless caused by the negligence or willful misconduct of the Telephone Company. In such event, the liability of the Telephone Company shall be limited to the reasonable cost of repair/replacement of damaged facilities or equipment. The Telephone Company shall have no liability whatsoever to a collocator or customer of the collocator for lost revenues or profits occasioned by any interruption of the collocator's service or interference with the operation of the collocator-provided/Telephone Company leased facilities in a Telephone Company location(s).
- (B) The collocator shall indemnify, defend, and save harmless the Telephone Company from and against any and all losses, claims, demands, causes of action, and costs, including attorneys' fees, whether suffered, made, instituted, or asserted by the collocator or by any other party or person for damages to property and injury or death to persons, including payments made under any Workers' Compensation Law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the installation, repair, use, or removal of BellSouth Virtual Expanded Interconnection collocator-provided/Telephone Company leased equipment or facilities, or by their proximity



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20 - BellSouth Virtual Expanded Interconnection (Cont'd) (T)

20.26 Liability and Damages (Cont'd)

(B) (Cont'd)

to the equipment or facilities of another BellSouth Virtual Expanded Interconnection occupying space in a Telephone Company location(s), or by any act or omission of the Telephone Company, its employees, agents, former or striking employees, or contractors, in connection therewith. (T)

The collocator shall indemnify, defend, and save harmless the Telephone Company from and against any and all losses, claims, demands, causes of action, damages and costs, including but not limited to attorney's fees which may arise out of or be caused by the collocator's presence in the BellSouth Virtual Expanded Interconnection location and/or by acts of the collocator, its employees, agents, or contractors. The collocator shall indemnify, defend, and save harmless the Telephone Company from and against any and all damages, costs and expense of relocating conduit systems, when such relocation is necessitated by the BellSouth Virtual Expanded Interconnection arrangement and/or by acts of the collocator, its employees, agents or contractors. (T)

(D) In no event shall the Telephone Company or any of its directors, officers or employees or agents be liable for any loss of profit or revenue by the collocator or for any loss of AC or DC power, HVAC interruptions, consequential, incidental, special, punitive or exemplary damages incurred or suffered by the collocator, even if the Telephone Company has been advised of the possibility of such loss or damage. The collocator shall indemnify, defend, and hold harmless the Telephone Company, its directors, officers and employees, servants, agents, affiliates and parents, from and against any and all claims, cost, expenses or liability arising out of the installation and operation of the collocator-provided/Telephone Company leased facilities and equipment within the location.

(E) The collocator represents, warrants and covenants that it shall not cause or permit any other party to cause any environmental conditions in, at or affecting the BellSouth Virtual Expanded Interconnection location which violate any federal, state or local law, ordinance, rule or regulation. The collocator shall indemnify, defend, and hold harmless the Telephone Company from any and all liability, damage claim or cost of any kind, including reasonable attorney's fees, resulting from or arising out of any breach of the foregoing sentence. (T)



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20 - BellSouth Virtual Expanded Interconnection (Cont'd)

(T)

20.26 Liability and Damages (Cont'd)

- (F) The collocator shall be responsible for the actions of all persons under its control when working in a Telephone Company manhole, or other point of interconnection outside of the BellSouth Virtual Expanded Interconnection location. (T)
- (G)(1) If the interconnection floor space or any part thereof shall be damaged by fire or other casualty, the Telephone Company shall give immediate notice thereof to the collocator and the provisions of this tariff shall continue in full force and effect except as hereinafter set forth. (T)
- (2) If the interconnection floor space is partially damaged or rendered partially unusable by fire or other casualty not caused by the collocator, the damages thereto shall be repaired by and at the expense of the Telephone Company. The interconnection floor space fee, until such repair shall be substantially completed, shall be reduced from the day following the casualty according to the portion of the interconnection space and/or associated cable and conduit spaces which are rendered unusable.
- (3) If the interconnection floor space, cable space, or conduit space is totally damaged or rendered wholly unusable by fire or other casualty not caused by the collocator, then the occupancy fees shall be paid up to the time of the casualty and thenceforth shall cease until the date when the space shall have been repaired and restored by the Telephone Company, subject to the Telephone Company's right to elect not to restore the same as hereinafter provided.
- (4) If the interconnection floor space, cable space, or conduit space is rendered wholly unusable or if the building shall be so damaged that the Telephone Company shall decide to demolish it or not to rebuild it, then, in any of such events, the Telephone Company may elect to terminate service under this tariff by written notice to the collocator given within ninety (90) days after such fire or casualty specifying a date for the cessation of service, which date shall not be more than sixty (60) days after the giving of such notice, and upon the date specified in such notice service under this tariff shall cease and the BellSouth Virtual Expanded Interconnection arrangement with the collocator shall forthwith be terminated and the collocator-provided/Telephone Company leased remaining equipment removed and returned to the collocator without prejudice however to the Telephone Company's rights and remedies (T)

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20- BellSouth Virtual Expanded Interconnection (Cont'd)

(T)

20.26 Liability and Damages (Cont'd)

(G) (Cont'd)

(4) (Cont'd)

against the collocator under the tariff provisions in effect prior to such termination, and any facility/equipment fees owing shall be paid up to such date and any payments of fees made by the collocator which were on account of any period subsequent to such date shall be returned to the collocator. Unless the Telephone Company shall serve a termination notice as provided for herein, the Telephone Company shall make the repairs and restorations under the conditions of (2) and (3) above, with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond the Telephone Company's reasonable control. After any such casualty, the collocator shall cooperate with the Telephone Company's restoration by agreeing to the Telephone Company removing from the interconnection floor space all of the salvageable inventory and movable equipment. The collocator's liability for BellSouth Virtual Expanded Interconnection fees shall resume upon reactivation of service after the Telephone Company has notified the collocator that the BellSouth Virtual Expanded Interconnection arrangement has been restored to a condition comparable to that existing prior to such casualty.

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20.27 Confidential Information

The Telephone Company agrees to hold in confidence information provided to it by a collocator pursuant to this tariff; and information known to the Telephone Company as a result of the interconnection of collocator-provided/Telephone Company leased equipment to Telephone Company facilities and services if such information is of a competitive nature. Similarly, the collocator agrees to hold in confidence information provided to it by the Telephone Company pursuant to this tariff if such information is of a competitive nature. Neither party is obligated to hold in confidence information that:

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20 - BellSouth Virtual Expanded Interconnection (Cont'd)

(T)

20.27 Confidential Information (Cont'd)

- was already known to the Party free of any obligation to keep said information confidential;
- was or becomes publicly available by other than unauthorized disclosure; or
- was rightfully obtained from a third party not obligated to hold such information in confidence

20.28 Title

This tariff does not convey to a collocater any right, title or interest in the Telephone Company facility; interconnection space; cable space; cable racking; vault or conduit space used in the provisioning of a BellSouth Virtual Expanded Interconnection arrangement.

(T)
(T)

20.29 Force Majeure

The Telephone Company shall not be liable for any delay or failure in performance of any part of this tariff to the extent that such failure or delay is caused by acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers or other causes beyond the control of the Telephone Company.

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BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: NOVEMBER 1, 1996

TARIFF F.C.C. NO. 1
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CANCELS 4TH REVISED PAGE 20-36.1

EFFECTIVE: DECEMBER 16, 1996

ACCESS SERVICE



20 - BellSouth Virtual Expanded Interconnection (Cont'd)

20.30 Rate Regulations

20.30.1 BellSouth Virtual Expanded Interconnection Elements

Regulations governing the application of BellSouth Virtual Expanded Interconnection rates and charges are described below. Rates and charges for each element are specified in 20.31 following. (T)

(A) Application Fee

An Application Fee in the amount specified in 20.31 following must be submitted with the collocator's application for BellSouth Virtual Expanded Interconnection service. The first-come, first-served policy of processing applications for BellSouth Virtual Expanded Interconnection arrangements will be determined based upon the order of receipt of applications for BellSouth Virtual Expanded Interconnection along with the Application Fee. The Application Fee will be used for design and planning activities which include an engineering record search for conduit, rack, and floor space availability and a determination of requirements for the requested BellSouth Virtual Expanded Interconnection design. (T)1 (T) (T)

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ACCESS SERVICE

20 - BellSouth Virtual Expanded Interconnection (Cont'd) (T)

20.30 Rate Regulations (Cont'd)

20.30.1 BellSouth Virtual Expanded Interconnection Elements (Cont'd) (T)

(A) Application Fee (Cont'd)

An Application Fee is required with each BellSouth Virtual Expanded Interconnection arrangement application submitted per location. If more than one BellSouth Virtual Expanded Interconnection arrangement is ordered at the same location on the initial BellSouth Virtual Expanded Interconnection arrangement application, then only one Application Fee will apply. A subsequent application for an additional arrangement within the same location must be submitted with another Application Fee. (T)

(B) Cable Installation Charges

The Cable Installation Charge applies for each BellSouth Virtual Expanded Interconnection cable ordered within a location. Cable installation involves activities associated with pulling the collocator-provided/Telephone Company leased fiber cable from the interconnection point to the BellSouth Virtual Expanded Interconnection terminating equipment or the vault, installing collocator-provided/Telephone Company leased fire retardant riser cable, and splicing the entrance fiber cable to the riser cable. (T)

Payment of the Cable Installation Charge must be made prior to the Telephone Company commencing work on the BellSouth Virtual Expanded Interconnection arrangement work order. The Cable Installation Charge will not apply on subsequent BellSouth Virtual Expanded Interconnection arrangement orders within the same location for the same BellSouth Virtual Expanded Interconnection collocator if the collocator and Telephone Company jointly determine that efficient cable facilities exist to accommodate the subsequent BellSouth Virtual Expanded Interconnection arrangement(s). (T)

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ACCESS SERVICE

- 20 - BellSouth Virtual Expanded Interconnection (Cont'd) (T)
- 20.30 Rate Regulations (Cont'd)
- 20.30.1 BellSouth Virtual Expanded Interconnection Elements (Cont'd) (T)

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20 - BellSouth Virtual Expanded Interconnection (Cont'd)



20.30 Rate Regulations (Cont'd)

20.30.1 BellSouth Virtual Expanded Interconnection Elements (Cont'd)

(D) Cable Support Structure

The Cable Support Structure monthly recurring charge applies for the use of conduit from the point of interconnection to the cable vault or other central office entrance, and for entrance and riser cable rack space.

(E) Cross-Connect

A monthly recurring charge applies for the DS1/DS3 Cross-Connect element which consists of the cross-connect panel, cable racks, bay framework, jumpers and other supporting hardware.

The DS1/DS3 Cross-Connect element is designated as BellSouth SWA or Special Access (a.k.a. BellSouth SPA) depending on the type of service to which it cross connects. The Switched DS1/DS3 Cross-Connect is subject to the jurisdictional report requirements as set forth in 2.3.10 preceding. (T)1

Nonrecurring charges for the DS1/DS3 Cross-Connect are assessed on a "First" and "Additional" basis.

(F) Floor Space

Floor Space consists of two monthly recurring rate elements that apply as follows:

Per Square Foot - The Per Square Foot element applies for the floor space required to provision the BellSouth Virtual Expanded Interconnection arrangement and includes heat, ventilation, and air conditioning (HVAC), lighting, and AC power. (T)

Per Ampere - The Per Ampere element consists of two separate -48 volts direct current feeds (A&B) with battery back-up and applies per ampere for the equipment maximum power requirement. (T)

(G) Security Escort

A security escort is provided to a collocator whenever the collocator, or approved agent, desires access to the entrance manhole or to inspect the collocator-provided/Telephone Company leased terminal transmission equipment.

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ACCESS SERVICE



20 - BellSouth Virtual Expanded Interconnection (Cont'd) (T)

20.30 Rate Regulations (Cont'd)

20.30.1 BellSouth Virtual Expanded Interconnection Elements (Cont'd) (T)

Charges for a security escort are assessed in half-hour increments as either Basic, Overtime, or Premium Time charges. A request resulting in the dispatch of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of three hours.

(H) Training

When collocator-provided/Telephone Company leased equipment (hardware and/or software) is identical to that already in use in the Telephone Company location:

No Training Charges Are Applicable

When collocator-provided/Telephone Company leased equipment (hardware and/or software) is not identical to that already in use in the Telephone Company location:

Charges as set forth in 20.31(F) as applicable. (T)

20.30.2 Access Service Elements

- (A) The access service elements, as set forth in Section 3, Carrier Common Line Access Service; Section 6, BellSouth SWA service; Section 9, BellSouth Directory Assistance; Section 16, Telecommunications Relay Service Transport; Section 18, Operator Service; and Section 19, BellSouth Line Information Data Base service, ordered and/or working in association with DS1/DS3 Switched Cross-Connect Service will be billed to and paid by the customer of record for the service involved, unless the BellSouth Virtual Expanded Interconnection customer request and/or agrees to be responsible for all charges. (T)
- (B) For BellSouth SWA service line or trunk activation charges, see Section 6.8.1(E) preceding. (T)

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ACCESS SERVICE



20 - BellSouth Virtual Expanded Interconnection Service (Cont'd)

(T)

20.31 Rates and Charges

| <u>ALL STATES</u> | | | |
|--|-------------|----------------------|-----------------------------|
| | <u>USOC</u> | <u>Monthly Rates</u> | <u>Nonrecurring Charges</u> |
| (A) Application Fee (Per Location) | EAF | None | \$ 2,848.30* |
| (B) Cable Installation Charge (Per Cable) | ESPCX | None | \$ 2,750.00 |
| (C) Cable Support Structure (Per Cable) | ESPSX | \$13.35* | None |

| | <u>USOC</u> | <u>Monthly Rates</u> | <u>Nonrecurring Charges</u> <u>First</u> | <u>Additional</u> |
|---|-------------|----------------------|---|-------------------|
| (D) Cross-Connect Per DS1- Special (a.k.a. BellSouth SPA) | CNC1X | \$ 7.50 | \$155.00 | \$14.00 |
| BellSouth SWA | CNDS1 | | | |
| Per DS3 Special (a.k.a. BellSouth SPA) | CND3X | \$56.25* | \$151.90* | \$11.83* |
| BellSouth SWA | CNDS3 | | | |

(T)

(T)

(T)

(T)

(T)

(T)

| | <u>USOC</u> | <u>Monthly Rate</u> | <u>Nonrecurring Charges</u> |
|---|-------------|---------------------|-----------------------------|
| (E) Floor Space | | | |
| -Per Square Foot | ESPVX | \$ 3.20* | None |
| -Per Ampere | ESPAX | \$ 3.48* | None |
| (F) Training, Per Trainee | | | |
| -Living Expenses, Per Day | CTRLD | | \$136.67 |
| -Labor rate, First 1/2 hour and each additional 1/2 or fraction thereof | CTRLX | | |
| Basic Time | | | 30.64 |
| Overtime | | | 35.77 |
| Premium Time | | | 40.90 |
| -Air Fare/Travel Expense, Per Trip | CTRTA | | 555.00 |

* These rates were effective May 15, 1995.

BELLSOUTH TELECOMMUNICATIONS, INC.
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ISSUED: NOVEMBER 1, 1996

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4TH REVISED PAGE 20-39.1
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EFFECTIVE: DECEMBER 16, 1996

ACCESS SERVICE



20 - BellSouth Virtual Expanded Interconnection (Cont'd)

(T)

20.31 Rates and Charges

| | <u>USOC</u> | <u>First Half Hour or Fraction Thereof</u> | <u>Each Additional Half Hour or Fraction Thereof</u> |
|---|-------------|--|--|
| (G) Security Escort | | | |
| -Basic Time, normally scheduled work hours | SPTBX | \$41.00 | \$25.00 |
| -Overtime, outside of normally scheduled working hours on a scheduled work day | SPTOX | \$48.00 | \$30.00 |
| -Premium Time, outside of scheduled work day | SPTPX | \$55.00 | \$35.00 |

AWG-2

BEFORE THE TENNESSEE REGULATORY AUTHORITY

NASHVILLE, TENNESSEE

August 31, 2000

IN RE:

**PETITION FOR ARBITRATION OF ITC^DELTACOM
COMMUNICATIONS, INC. WITH BELL SOUTH
TELECOMMUNICATIONS, INC. PURSUANT TO
THE TELECOMMUNICATIONS ACT OF 1996**

**DOCKET NO.
99-00430**

SECOND INTERIM ORDER OF ARBITRATION AWARD

This matter came before the Directors of the Tennessee Regulatory Authority ("the Authority") acting as Arbitrators on August 1, 2000 upon the filing of final best offers by ITC^DeltaCom Communications, Inc. ("DeltaCom") and BellSouth Telecommunications, Inc. ("BellSouth") and the filing of a *Motion for Reconsideration* by BellSouth.

On June 11, 1999, DeltaCom filed a petition requesting the Authority arbitrate the interconnection agreement between it and BellSouth. The Directors accepted DeltaCom's petition for arbitration on June 29, 1999, appointed themselves as Arbitrators, and directed the General Counsel or his designee to serve as the Pre-Arbitration Officer. BellSouth responded to the petition on July 6, 1999. The Authority heard testimony related to the unresolved issues at a three-day hearing held from November 1, 1999 through November 3, 1999. The Arbitrators deliberated at a public meeting on April 4, 2000. The Arbitrators resolved most of the issues, but ordered the parties to submit final best offers on issues 4(a), 5 and 8(e) within thirty (30) days of receipt of the transcript by the Authority and issue 1(a) within forty-five (45) days of receipt of the transcript by the Authority.

DeltaCom filed final best offers as to issues 4(a), 5 and 8(e) on May 4, 2000, amended final best offers as to issues 4(a), 5, and 8(e) on May 12, 2000, and final best offer as to issue 1(a) on May 22, 2000. BellSouth filed final best offers as to issues 4(a), 5 and 8(e) on May 8, 2000, final best offer as to issue 1(a) on May 22, 2000, and a response to DeltaCom's final best offers on July 27, 2000.¹ In addition, BellSouth filed a *Motion for Reconsideration* on May 22, 2000. DeltaCom filed a response to the motion on June 8, 2000, and BellSouth filed a reply to the response on July 26, 2000.

I. Motion for Reconsideration

Filed on May 22, 2000, BellSouth's *Motion for Reconsideration* was directed at the Arbitrator's April 4, 2000 public deliberations, not at any written order. *The Rules of Practice and Procedure Governing Proceedings under Section 252 of the Federal Telecommunications Act of 1996*² do not specifically provide for reconsideration. Moreover, there are no other rules concerning motions for reconsideration of arbitrators' rulings under the Federal Telecommunications Act of 1996.

Two rules, however, do provide guidance. Rule 1220-5-3-.14 --*Arbitration Awards*, of *The Rules of Practice and Procedure Governing Proceedings under Section 252 of the Federal Telecommunications Act of 1996* states in pertinent part: "All awards shall be in writing and shall state the issue and the manner in which the issue has been resolved." (Emphasis added). *The Rules of Practice and Procedure*, Chapter 1220-1 (which were adopted on June 20, 2000 and will become effective on September 13, 2000) and specifically Rule 1220-1-2-.20 --

¹ The Authority did not request responses.

² Both parties orally agreed to abide by these rules at the Pre-Arbitration Conference held on August 4, 1999, and on August 18, 1999 and on October 11, 1999, DeltaCom and BellSouth respectively filed pleadings confirming such agreement.

Petitions for Reconsideration requires that any petition for reconsideration shall be filed within fifteen (15) days after the entry of an order, and should be directed at the written order memorializing the decision made during the deliberations. Using these two rules as guidance, the Arbitrators opine that a petition for reconsideration should be filed within fifteen (15) days after the entry of an order, and should be directed at the findings and/or conclusions that are memorialized in such written order. As no written order had been entered as of May 22, 2000, the Arbitrators conclude that BellSouth's *Motion for Reconsideration* was filed prematurely and, therefore, is dismissed without prejudice.

II. Final Best Offers

- A. Issue 1(a): Should BellSouth be required to comply with performance measures and guarantees for pre-ordering/ordering, resale, and unbundled network elements ("UNEs"), provisioning, maintenance, interim number portability and local number portability, collocation, coordinated conversions and the bona fide request processes as set forth fully in Attachment 10 of Exhibit A to this Petition?

During the April 4, 2000 deliberations, the Arbitrators concluded that the interconnection agreement should include performance measures and enforcement mechanisms. Thereafter, the Arbitrators adopted BellSouth's September 15, 1999 Service Quality Measurements ("SQMs") and thirty (30) additional measures from the Texas Performance Plan³ with associated definitions and business rules. In addition, the Arbitrators concluded that all measurements shall be at the Tennessee level and BellSouth data should be used for all measurements and calculations. As specified in BellSouth's proposal in the Voluntary Self-Effectuating Enforcement Mechanisms

³ On January 25, 2000, the Arbitrators proposed taking official notice of the ICG arbitration record, Docket No. 99-00377, which contains the final Texas Performance Plan and late filed exhibits outlining the differences in the Texas Plan and BellSouth's Service Quality Measurements ("SQMs"). The Arbitrators gave the parties an opportunity to respond and none objected. Thereafter, the Arbitrators took official notice of Docket No. 99-00377 and relied upon the record in that docket.

("VSEEMs"), BellSouth shall make performance reports available through an electronic medium to DeltaCom on a monthly basis. Finally, the Arbitrators concluded that further information was necessary to fully resolve this issue. Therefore, the Arbitrators requested final best offers on the following five items:

1. The electronic medium to be used in providing DeltaCom with access to the performance report and underlying data;
2. The process to be utilized to determine BellSouth's compliance or non-compliance with the standard and/or benchmark;
3. Standards and/or benchmarks for each measurement. Standards must be specific and measurable. Parity or retail analog should include the specific service to which parity will be measured or the retail analog companion. Additionally, a methodology should be provided for defining or calculating the performance standard and/or benchmark, for each measure, such as the method contained in the VSEEMs for each measure;
4. Enforcement mechanisms. These must be specific and should provide the number of occurrences at which the enforcement mechanism applies (threshold) and the specific enforcement mechanism once the threshold is met. Enforcement mechanisms should be categorized by tiers structured similar to those contained in BellSouth's VSEEMs and should include appropriate caps; and
5. Circumstances that would warrant a waiver request from BellSouth and the time frame for submitting such waiver request.

The Arbitrators also directed BellSouth to file a reasonable commitment date as to when the measurements will be available for the SQMs where it is noted that the level of disaggregation is under development together with the availability date for the thirty (30) additional, adopted measures.

After careful consideration of the parties' final best offers, the Authority finds that the parties failed to properly respond to the specific items listed by the Authority during the April 4, 2000 deliberations. The parties did not simply respond to the five unresolved issues based on the already decided issues. Instead, both parties included alterations and/or amendments to the performance measures adopted by the Authority during the April 4, 2000 deliberations, and then provided final best offers premised upon their suggested altered and/or amended performance

measures. Because the parties failed to take into consideration the decisions of the Arbitrators made during the April 4, 2000 deliberations and provide final best offers based on those decisions, the Arbitrators conclude that resubmission of final best offers on issue 1(a) is necessary. The parties shall resubmit their revised final best offers within fifteen (15) days of the entry of this Order.

B. Issue 4(a): Should BellSouth provide cageless collocation to DeltaCom thirty (30) days after a firm order is placed?

During the April 4, 2000 deliberations, the Arbitrators made the following findings: "Based on the record, DeltaCom's request for thirty days may not be unreasonable in some circumstances. On the other hand, there are scenarios that would require extraordinary actions making a thirty-day deadline impossible. Recognizing the validity of both positions, the Arbitrators request the submission of final best offers." After careful consideration of the final best offers submitted by the parties on this issue, the Arbitrators find that DeltaCom's offer, with one exception, best addresses the concerns of the Arbitrators expressed during the deliberations. Specifically, DeltaCom's final best offer provides for a thirty (30) day interval for the provisioning of cageless collocation and includes a sixty (60) business day maximum, thus, allowing additional time for extraordinary circumstances. BellSouth, on the other hand, did not put forth a minimum interval and set the maximum interval at ninety (90) days for ordinary circumstances and one hundred-thirty (130) days for extraordinary circumstances. For these reasons, the Arbitrators adopt DeltaCom's final best offer on this issue without any reference to adjacent collocation. Further, any language related to adjacent collocation is not to appear in the

final interconnection agreement submitted to the Authority for approval unless specifically negotiated and agreed to by the parties.⁴

C. Issue 5: Should the parties continue operating under existing local interconnection arrangements?

During the April 4, 2000 deliberations, the Arbitrators noted that Exhibit B to the proposed interconnection agreement contained nineteen (19) concerns referencing Issue 5. The Arbitrators found that the concerns could be fundamental to the completion of the interconnection agreement, but further found that the record was insufficient to formulate a sound recommendation. Thereafter, the Arbitrators requested submission of final best offers for each of the nineteen (19) concerns.

The parties reached an agreement as to fifteen (15) of the nineteen (19) concerns. In addition, both parties recognized in their final best offers that the Arbitrators had already resolved the concern related to reciprocal compensation when they disposed of Issue 3(1) during the April 4, 2000 deliberations. This being the case, only three (3) concerns remain. These are (1) the definition of local traffic; (2) the treatment of transit traffic; and (3) binding forecasts.

After careful consideration of the final best offers, the Arbitrators make the following findings. First, the Arbitrators find that BellSouth's proposed definition of local traffic is too broad and that DeltaCom's proposed definition of local traffic provides specific details. Second, the Arbitrators find that DeltaCom's language regarding the treatment of transit traffic is identical to the language in the parties' existing agreement and BellSouth has not provided any justification for deviating from that language. Finally, the Arbitrators find that the Pre-

⁴ At the conclusion of the Arbitrators' August 1, 2000 deliberations, BellSouth requested clarification as to language contained in DeltaCom's final best offer regarding adjacent collocation. After discussion, both parties voluntarily agreed to remove any reference to adjacent collocation from the language adopted by the Arbitrators.

Arbitration Officer's *Report and Initial Order* filed on October 6, 1999 excluded the binding forecast issue from the arbitration and the Arbitrators accepted the *Report and Initial Order* on December 3, 1999. Based on these findings, the Arbitrators adopt DeltaCom's final best offers related to the definition of local traffic and the treatment of transit traffic. In addition, the Arbitrators decline to consider final best offers on the issue of binding forecasts.

D. Issue 8(e): Whether language covering tax liability should be included in the interconnection agreement, and if so, should that language simply state that each party is responsible for its own tax liability?

During the April 4, 2000 deliberations, the Arbitrators requested that the parties submit final best offers setting forth language that clearly and concisely sets forth the tax liabilities of the parties. After careful consideration of the final best offers, the Arbitrators find that DeltaCom's proposal leaves issues open to dispute while BellSouth's language provides a comprehensive scheme for addressing tax liability issues. Moreover, the Arbitrators recognize that, although BellSouth's offer may be better suited to BellSouth than DeltaCom, the offer includes a provision for cooperation and references the dispute resolution process outlined in Section 16 of the proposed Interconnection Agreement. For these reasons, the Arbitrators adopt the final best offer of BellSouth.

III. Ordered

The *Motion for Reconsideration* filed by BellSouth Telecommunications, Inc. is dismissed without prejudice. The parties shall resubmit final best offers as to Issue 1(a) within fifteen (15) days of the entry of this order. The filing shall consist of:

1. The electronic medium to be used in providing DeltaCom with access to the performance reports and underlying data;
2. The process to be utilized to determine BellSouth's compliance or non-compliance with the standard and/or benchmark;

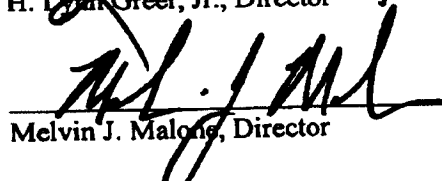
3. Standards and /or benchmarks for each SQM (September 15, 1999 version) and the thirty (30) additional measurements adopted. Standards must be specific. Parity or retail analog should include the specific service to which parity will be measured or the retail analog companion. Additionally, a methodology should be provided for defining or calculating the performance standard and/or benchmark, for each measure, such as the method contained in the VSEEMs for each measure;
4. Enforcement mechanisms. These must be specific and should provide the number of occurrences at which the enforcement mechanism applies (threshold) and the specific enforcement mechanism once the threshold is met. Enforcement mechanisms should be categorized by tiers structured similar to those contained in BellSouth's VSEEMs and should include appropriate caps; and
5. Circumstances that would warrant a waiver request from BellSouth and the time frame for submitting such waiver request.

ITC^DeltaCom Communications Inc.'s final best offer for Issue 4(a) is adopted with the condition that any language related to adjacent collocation not appear in the final interconnection agreement submitted to the Authority for approval. As for Issue 5, ITC^DeltaCom Communications Inc.'s final best offers related to the definition of local traffic and the treatment of transit traffic are adopted. BellSouth Telecommunications, Inc.'s final best offer for Issue 8(e) is adopted.

TENNESSEE REGULATORY AUTHORITY,
BY ITS DIRECTORS ACTING AS ARBITRATORS


Sara Kyle, Chairman


H. Lynn Greer, Jr., Director


Melvin J. Malone, Director

ATTEST:


K. David Waddell, Executive Secretary

AWG-3

BEFORE THE TENNESSEE REGULATORY AUTHORITY

NASHVILLE, TENNESSEE

JUNE 25, 2001

IN RE:)
)
PETITION FOR ARBITRATION OF THE) DOCKET NO. 99-00948
INTERCONNECTION AGREEMENT BETWEEN)
BELLSOUTH TELECOMMUNICATIONS, INC.)
AND INTERMEDIA COMMUNICATIONS, INC.)
PURSUANT TO SECTION 252(b) OF THE)
TELECOMMUNICATIONS ACT OF 1996)

INTERIM ORDER OF ARBITRATION AWARD

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| | ii) NETWORK-TO-NETWORK INTERFACE OR "NNI", WHICH PROVIDES CARRIER-TO-CARRIER CONNECTIVITY TO THE FRAME RELAY NETWORK; | |
| | (iii) DATA LINK CONTROL IDENTIFIERS OR "DLCIS", AT INTERMEDIA-SPECIFIED COMMITTED INFORMATION RATES OR "CIRS", WHICH DEFINE THE PATH AND CAPACITY OF VIRTUAL CIRCUITS OVER WHICH FRAME RELAY FRAMES TRAVEL ACROSS THE FRAME RELAY NETWORK? | 37 |
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On February 6, 2001, this matter came before the Directors of the Tennessee Regulatory Authority (“Authority”) acting as Arbitrators pursuant to Section 252 of the Telecommunications Act of 1996 (“Act”) upon the filing of a petition of BellSouth Telecommunications, Inc. (“BellSouth”) for arbitration of an interconnection agreement between it and Intermedia Communications, Inc. (“Intermedia”).

I. Factual and Procedural History

BellSouth filed its petition for arbitration (“Petition”) on December 7, 1999 pursuant to Section 252 of the Act. The Petition contained ten (10) issues with additional sub-issues. Intermedia responded on January 3, 2000 and listed forty-eight (48) issues for arbitration. The Directors appointed a Pre-Arbitration Officer at the January 25, 1999 Authority Conference to address certain procedural questions in advance of the Authority determining whether to accept the Petition.

The Pre-Arbitration Officer held a Pre-Arbitration Conference on March 2, 2000. Counsel for BellSouth and Intermedia attended the Pre-Hearing Conference. The Pre-Hearing Officer issued the *Report and Recommendation of Pre-Hearing Officer* (“Report”) on March 6, 2000. The Pre-Hearing Officer concluded that BellSouth timely filed the Petition. In addition, the Pre-Hearing Officer noted that the parties agreed to: 1) waive the statutory period indefinitely for resolution of the issues; 2) participate in substantive mediation; and 3) file an updated joint matrix. The Pre-Hearing Officer concluded the Report by recommending that the Directors accept the Petition, appoint arbitrators, appoint a pre-arbitration officer, and direct the parties to go forward with mediation.

At the March 14, 2000 Authority Conference, the Pre-Hearing Officer summarized the Report, and the Directors determined there were no objections to the Report. Thereafter, the Directors voted unanimously to accept the Report.

The parties participated in mediation on April 19, 2000 and a telephonic status conference on June 2, 2000. The Arbitrators conducted a hearing in this matter on September 19 and 20, 2000. As a result of these three events, the parties resolved all issues except issues 2(a), 3, 6(a), 6(b), 7, 10, 12, 13(a), 18(c), 25, 26, 29, 20(a), 30(b), 39(a) – (d), and 48. The Arbitrators deliberated the merits of all outstanding issues, except Issue 48, immediately following the regularly scheduled Authority Conference on February 6, 2001.

II. Issue 2(a) – Should the definition of “local traffic” for purposes of the parties’ reciprocal compensation obligations under Section 251(b)(5) of the Act include Internet Service Provider (“ISP”)-bound traffic?

A. Positions of the Parties

BellSouth maintains that ISP-bound traffic is jointly provided access traffic within the exclusive jurisdiction of the FCC and is not an appropriate issue for arbitration under Section 252 of the Act. BellSouth argues that the definition of “local traffic” for purposes of the parties’ reciprocal compensation obligations under Section 251(b)(5) of the Act, should not include ISP-bound traffic. BellSouth proposes the following definition for “local traffic”:

Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other **exchange within the same** local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth’s General Subscriber Service Tariff. As clarification of this definition and for reciprocal compensation, Local Traffic does not include traffic that originates from or is directed to or through an enhanced service provider or information service provider. Local traffic does not include calls placed to an end user customer, or placed on behalf of an end user customer, to establish or maintain a network connection if:

- (a) for minute of use rated traffic to be billed by the terminating carrier as a result of the call, such call is not recognized by industry practice to constitute traffic which results from a telephone call; or
- (b) the end user customer does not control the destination and the content of the call; or
- (c) the traffic (i.e., minutes of use) to be billed by the terminating carrier does not serve any legitimate purpose unrelated to the receipt of reciprocal compensation or other benefit that may be derived solely from establishing or maintaining the network connection.¹

BellSouth maintains that the above definition is necessary to specify that ISP-bound traffic is not included in the definition of “local traffic.”

¹ Cynthia K. Cox, Pre-Filed Direct Testimony, p. 5-6 (July 18, 2000) (footnote omitted).

Additionally, BellSouth argues that the FCC clearly provided that reciprocal compensation rules do not apply to interstate or interLATA traffic such as interexchange traffic.² BellSouth also contends that the FCC has held that no part of an ISP-bound traffic terminates at the ISP. Instead, BellSouth argues, the FCC concluded that ISP-bound traffic terminates at websites that are often located in areas outside the originating calling area and, therefore, is interstate for jurisdictional purposes. BellSouth further argues that the FCC has established a rulemaking procedure to determine the appropriate mechanism for inter-carrier compensation for traffic of this type.

BellSouth states that the payment of reciprocal compensation for ISP-bound traffic is not good public policy and/or business sense. BellSouth maintains that providing the local service provider with reciprocal compensation for ISP-bound traffic creates a windfall to the local service provider who has the ISP as a customer. Although BellSouth acknowledges that the Authority has previously found that ISP-bound traffic is subject to reciprocal compensation in other arbitrations, BellSouth disagrees with those decisions. BellSouth states that it is willing, in this arbitration, to abide by the Authority's ruling on this issue in other arbitrations with the understanding that payment of reciprocal compensation for ISP-bound traffic is an interim compensation mechanism that will be trued-up on a retroactive basis when the FCC establishes its mechanism for compensating such traffic.

Intermedia acknowledges that Incumbent Local Exchange Carriers ("ILECs") and Competing Local Exchange Carriers ("CLECs") appealed the *Declaratory Ruling* to the U.S. Court of Appeals for the District of Columbia Circuit.³ In that appeal, contends Intermedia, the

² BellSouth relies on the FCC's decision in *In re Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, CC Docket No. 96-98, FCC 99-38, 14 FCC Rcd. 3689, ¶¶ 25-26 (1999) (Declaratory Ruling in CC Doc. No. 96-98) (hereinafter *Declaratory Ruling*).

³ See *Bell Atl. Tel. Cos. v FCC*, 206 F.3d 1 (D.C. Cir. 2000).

ILECs challenged the determination that ISP-bound traffic could qualify for reciprocal compensation under interconnection agreements, and CLECs challenged the decision that ISP-bound traffic is not “local” and does not qualify for reciprocal compensation under Section 251(b)(5) of the Act. Intermedia argues that, although the Court did not reject the “end-to-end” analysis for the purposes of establishing jurisdiction, it held that the analysis has no relevance in determining whether ISP-bound traffic is “local” for reciprocal compensation purposes. Intermedia contends that the resulting conclusion is that even if ISP-bound calls are jurisdictionally interstate they can still be subject to reciprocal compensation under Section 251(b)(5) of the Act. Further, contends Intermedia, state commissions may continue to exercise jurisdiction over reciprocal compensation for ISP-bound traffic.

Intermedia maintains that the definition of “local traffic” in the parties’ agreement should include traffic that originates from or is carried to an ISP. Intermedia argues that the Act defines the obligations of carriers to provide reciprocal compensation for the exchange of traffic and does not exclude local calls to ISPs from interconnection and reciprocal compensation arrangements. Intermedia also maintains that if the Arbitrators adopt the language proposed by BellSouth, the Arbitrators will force Intermedia to carry a call from a BellSouth customer to an ISP customer belonging to Intermedia without being compensated. Intermedia further argues that the U.S. Court of Appeals for the Fifth Circuit issued a decision which affirmed the holding that dial-up calls to ISPs are local calls for purposes of reciprocal compensation.⁴ Finally, Intermedia argues that the Authority has consistently required the payment of reciprocal compensation for ISP-

⁴ See *Southwestern Bell Tel. Co. v. Public Util. Comm. Of Texas*, 208 F.3d 475 (5th Cir. 2000).

bound calls in other arbitrations and contends there is no reason to depart from that requirement in this case.

B. Deliberations and Conclusions

The Arbitrators recognize that they have decided this same issue in two other arbitrations.⁵ In *Time Warner*, the Arbitrators concluded “that compensation should be paid for the carriage of ISP-bound traffic and that, in the absence of a federal rule governing intercarrier compensation for ISP-bound traffic, reciprocal compensation is an appropriate mechanism to effect that recovery.”⁶ In *DeltaCom*, the Arbitrators relied on their decision in *Time Warner*.

Consistent with their previous decisions, the Arbitrators voted unanimously that the definition of local traffic, for the purposes of reciprocal compensation under Section 251(b)(5) of the Act, should include ISP-bound traffic. Thus, the Arbitrators directed the parties to arrive at a new definition of local traffic that allows for the payment of reciprocal compensation for ISP-bound traffic.⁷

⁵ See *In Re: Petition for Arbitration of the Interconnection Agreement Between BellSouth Telecommunications, Inc. and Time Warner Telecom of the Mid-South, L.P. Pursuant to Section 252(b) of the Telecommunications Act of 1996*, Docket No. 99-00797, *Final Order of Arbitration Award*, 3-5 (Aug. 4, 2000) (hereinafter *Time Warner*); *In Re: Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996*, Docket No. 99-00430, *Interim Order of Arbitration Award*, 31-34 (Aug. 11, 2000) (hereinafter *DeltaCom*).

⁶ *Time Warner*, *Final Order of Arbitration Award*, p. 4.

⁷ The Arbitrators did not order that previous reciprocal compensation arrangements be trued-up.

III. Issue 3 - Should Intermedia be compensated for end office, tandem, and transport elements, for the purpose of reciprocal compensation?

A. Positions of the Parties

BellSouth argues: “In order for Intermedia to appropriately charge tandem switching rate elements, Intermedia must demonstrate to the Authority that: 1) its switch serves a comparable geographic area to that served by BellSouth’s tandem switch and that 2) its switch performs local tandem functions. Intermedia should only be compensated for the functions that it actually provides.”⁸

BellSouth describes a tandem switch as a connection between one trunk and another trunk and as an intermediate switch or connection between an originating telephone call location and the final destination of the call. BellSouth describes the end office switch as a connection to a telephone subscriber that allows the call to be originated or terminated. If Intermedia’s switch is an end office switch, then it is handling calls that originate from or terminate to customers served by that local switch, and thus, Intermedia’s switch is not providing a tandem function.

Intermedia counters “that it is entitled to compensation at BellSouth’s tandem interconnection rate if Intermedia’s switch serves a geographic area comparable to the area served by BellSouth’s tandems.”⁹ Intermedia contends that Section 51.711(a)(3) of the FCC Rules, which states that the ILEC’s tandem interconnection rate is the appropriate rate to employ where a CLEC’s switch “serves a geographic area comparable to the area served by the incumbent LEC’s tandem switch,”¹⁰ fully supports this position. Intermedia maintains it meets this

⁸ Cynthia K. Cox, Pre-Filed Direct Testimony, p. 13 (July 18, 2000). BellSouth relies on *In re Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, CC Docket No. 95-185, FCC 96-325, 11 FCC Rcd. 15,499, ¶ 1090 (First Report and Order) (hereinafter *First Report and Order*) to support its argument. See Cynthia K. Cox, Pre-Filed Direct Testimony, p. 14-15 (July 18, 2000).

⁹ J. Carl Jackson, Jr., Pre-Filed Direct Testimony, p. 15 (July 18, 2000).

¹⁰ *Id.* (quoting 47 C.F.R. § 51.711(a)(3)).

requirement, but did not address whether its switches perform the tandem functions. Intermedia also states that it has employed two sophisticated, multifunctional switches in Tennessee and that the advent of fiber optic technologies and multi-functional switching platforms have allowed Intermedia to serve large geographic areas with fewer switches.

B. Deliberations and Conclusions

The *First Report and Order* contains two criteria pertaining to tandem switching compensation. The first criterion is that the CLEC's technology must "perform functions similar to those performed by an [ILEC's] tandem switch."¹¹ The FCC intended states to "consider new technologies" when evaluating the first criterion.¹² The second criterion is that the CLEC's switch must serve "a geographic area comparable to that served by the [ILEC's] tandem switch."¹³ The FCC intended states to consider the second criterion as a yardstick for determining if the appropriate proxy for the interconnecting carrier's additional tandem cost should be equal to the ILEC's tandem interconnection rate, i.e., rate symmetry. The Arbitrators find that the FCC intended states to consider both criteria when determining whether the CLEC should receive the proxy tandem switching rate.

Section 51.711 of the FCC Rules, which deals with symmetrical reciprocal compensation and addresses symmetrical rates and rate structure as they apply to reciprocal compensation, further supports this interpretation because of the equal proportionality described therein.¹⁴ Adoption of this Rule by the FCC demonstrates that the FCC did not intend for the decision on whether to pay tandem interconnection compensation to be based solely on whether Intermedia's

¹¹ *First Report and Order*, ¶ 1090.

¹² *Id.*

¹³ *Id.*

¹⁴ See 47 C.F.R. § 51.711.

switch serves the same geographical area as BellSouth's tandem.

The Arbitrators find that Intermedia did not demonstrate that it performs the tandem switching function at this time, thus, Intermedia has failed to meet the first criterion.¹⁵ Therefore, the Arbitrators voted unanimously that Intermedia may only receive tandem reciprocal compensation at BellSouth's tandem interconnection rate if Intermedia begins providing the tandem switching function per Section 51.319(c)(2) of the FCC Rules¹⁶ and serves a geographic area comparable to the area served by BellSouth's tandem switch.^{17,18}

¹⁵ Because Intermedia failed to meet the functional equivalency criterion, it was not necessary for the Arbitrators to rule on the geographic area comparability criterion.

¹⁶ *See id.* § 51.319(c)(2).

¹⁷ If the parties disagree that this has occurred, the parties may petition the Authority for enforcement of the interconnection agreement.

¹⁸ Subsequent to the Arbitrators' deliberations, the FCC released a *Notice of Proposed Rulemaking* related to this issue. *See In re: Developing a Unified Intercarrier Compensation Regime*, CC Docket no. 01-92, FCC 01-132 (April 27, 2001) (*Notice of Proposed Rulemaking*). However, the instant order reflects only the decisions of the Arbitrators rendered on February 6, 2001 and in no way interprets the FCC's most recent pronouncement. Any party desiring further consideration of this issue should file a motion for reconsideration as provided for in Rule 1220-1-2-.20(1) of the Rules of the Tennessee Regulatory Authority.

IV. Issue 6 - (a) Are BellSouth's proposed collocation intervals appropriate and (b) should they be measured in business or calendar days?

A. Positions of the Parties

BellSouth proposes thirty (30) business days to respond to Intermedia's request regarding the availability of collocation space. BellSouth argues that it must assess information such as existing building configuration, space usage, future space requirements, building codes, and regulatory requirements before responding to any CLEC request. BellSouth proposes ninety (90) business days under normal conditions and one hundred and thirty (130) business days under extraordinary conditions to provision collocation arrangements to Intermedia. BellSouth lists the controlling factors in the overall provisioning interval as the time required to complete the space conditioning; add to or upgrade the heating, ventilation, and air conditioning system; add to or upgrade the power plant capacity and power distribution mechanism; and build out network infrastructure components.

BellSouth states that its employees and contractors, such as architects, builders, and skilled craftsmen, who typically work during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday perform much of the work involved in provisioning collocation space. As a result, BellSouth argues that any calculation for provisioning intervals should be in business days.

Intermedia contends that adoption of BellSouth's proposal would not be efficient. Under the worst case scenario, Intermedia argues, it could take as long as eight weeks to find out whether collocation space is available and six months to collocate. These intervals are not acceptable when one considers that Intermedia has a business plan to execute and customers to serve. Intermedia argues that the inability to collocate efficiently and relatively quickly is a severe

detriment to the growth of competition in the state. Intermedia states that it would be appropriate for the Arbitrators to adopt the same intervals here as the Arbitrators adopted in *DeltaCom*.

B. Deliberations and Conclusions

In the Act, Congress explicitly recognized the importance of collocation arrangements in bringing competition to the telecommunications industry. Section 251(c)(6) of the Act requires ILECs to provide collocation to requesting carriers “on rates, terms, and conditions that are just, reasonable, and nondiscriminatory.”¹⁹ In its *Order on Reconsideration*, the FCC determined that there was a need for national collocation standards.²⁰ In rendering its ruling, the FCC recognized that new entrants suffer harm if they “must wait as long as six to eight months after their initial collocation requests before collocation space becomes available.”²¹ Thereafter, the FCC found that “[t]imely provisioning of physical collocation space is critically important to telecommunications carriers’ ability to compete effectively in the markets for advanced services and other telecommunication services.”²² Additionally, the FCC found that “incumbent LECs can provision collocation arrangements in significantly less than six to eight months after receiving initial collocation requests.”²³

Based on these findings, the FCC adopted national standards for the provisioning of collocation arrangements. The national standards apply in the absence of state standards or the

¹⁹ 47 U.S.C. §251(c)(6).

²⁰ See *In re Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, FCC 00-297, 15 FCC Rcd. 17, 806, ¶¶ 14 - 23 (August 10, 2000) (Order on Reconsideration and Second Further Notice of Proposed Rulemaking in CC Docket No. 98-147) (hereinafter *Order on Reconsideration*).

²¹ *Id.* ¶ 14.

²² *Id.* ¶ 22.

²³ *Id.* ¶ 20-21.

parties mutual agreement.²⁴ According to the *Order on Reconsideration*, the national standards are as follows: 1) “an incumbent LEC must tell the requesting telecommunications carrier whether a collocation application has been accepted or denied within **ten calendar days** after receiving the application”;²⁵ 2) “the requesting carrier should be able to inform the incumbent LEC that physical collocation should proceed within **seven calendar days** after receiving the incumbent LECs price quotation”;²⁶ 3) “an incumbent LEC should be able to complete any technically feasible collocation arrangements, whether caged or cageless, no later than **90 calendar days** after receiving an acceptable collocation application, where space, conditioned or unconditioned, is available in the incumbent LEC premises”²⁷

In *DeltaCom*, the Arbitrators adopted DeltaCom’s final best offer, with the exception of a statement regarding adjacent collocation, on a similar issue.²⁸ The final best offer provided that BellSouth should provision cageless collocation to DeltaCom within thirty (30) calendar days after DeltaCom places the firm order when there is conditioned space and DeltaCom installs the bays/racks.²⁹ In no event, should the provisioning interval for cageless collocation exceed sixty (60) business days from the date of the firm order.³⁰

Based on the FCC’s *Order on Reconsideration* and the Arbitrators’ previous ruling, the Arbitrators voted unanimously to adopt the following collocation intervals:

- 1) BellSouth shall inform Intermedia whether collocation space is available within **ten (10) calendar days** of receiving Intermedia’s application for collocation. The

²⁴ See *id.* ¶ 23.

²⁵ *Id.* ¶ 24 (emphasis added).

²⁶ *Id.* ¶ 26 (emphasis added).

²⁷ *Id.* ¶ 27 (emphasis added).

²⁸ See *DeltaCom, Second Interim Order of Arbitration Award*, p. 5-6 (Aug. 31, 2000).

²⁹ See *DeltaCom, Final Best Offer of ITC^DeltaCom Communications, Inc.*, Issue 4(a) (May 4, 2000).

³⁰ See *id.*

Arbitrators agree with the FCC that ILECs, such as BellSouth, have had the opportunity since the enactment of the Act to develop internal procedures to meet this deadline.³¹

- 2) BellSouth shall provision cageless collocation to Intermedia within **thirty (30) calendar days** after Intermedia places the firm order when there is conditioned space and Intermedia installs the bays/racks. In no event, should the provisioning interval for cageless collocation exceed **ninety (90) calendar days** from the date of the firm order.
- 3) BellSouth shall provision caged physical collocation arrangements requested by Intermedia, provided collocation spaces are available in BellSouth facilities, within **ninety (90) calendar days**.

³¹ See *Order on Reconsideration*, ¶ 24

V. Issue 7 - What charges should Intermedia pay to BellSouth for space preparation for physical collocation?

A. Positions of the Parties

BellSouth explains it is now in a better position to estimate average costs/rates for the components of space preparation that BellSouth had previously priced using Individual Case Basis (“ICB rates”) because it has since completed hundreds of collocation arrangements for CLECs. BellSouth proposes that the Authority adopt on an interim basis the rates that BellSouth filed in Florida, pending a true-up following the completion of Docket No. 97-01262, “the Permanent Prices Docket.”³² It asserts that the Florida rates are based on a TELRIC-compliant cost study. BellSouth argues that Intermedia must choose either the proposed interim rates or ICB rates. BellSouth takes the position that if Intermedia selects the proposed interim rates, then it cannot request ICB rates and then pay the lesser of the two.

Intermedia objects to the rate schedule BellSouth initially proposed, alleging that the proposed charges are unreasonable. Intermedia further complains that many of BellSouth’s charges for space preparation are not stated at all, but instead, are designated as ICB rates. Intermedia argues that BellSouth should be required to state reasonable prices for elements of collocation, such as space preparation, and that the use of ICB rates should be limited to those extraordinary arrangements that cannot be predicted in advance. Intermedia asserts that BellSouth should be able to determine its costs per unit to provide these items and set the rates so that Intermedia can consider whether the prices are realistic.

³² See *Petition of BellSouth Telecommunications Inc. to Convene a Contested Case to Establish “Permanent Prices” for Interconnection and Unbundled Network Elements*, Docket No. 97-01262 (hereinafter *Permanent Prices*).

In rebuttal testimony, Intermedia contends that the Florida costs upon which BellSouth has based its proposed interim rate schedule may not reflect Tennessee costs. It believes that Tennessee's costs may be lower than those in Florida, and thus using these rates would have the effect of granting BellSouth an interest-free loan until the Authority adopts permanent rates and the true-up is complete. Intermedia also contends that regardless of which rates the Authority adopts, the rates should be subject to a true-up once BellSouth's Tennessee cost studies have been subjected to public scrutiny and comment in the normal course of the Authority's processes.

B. Deliberations and Conclusions

Since the hearing of this matter on September 19 and 20, 2000, the Authority rendered a final ruling in *Permanent Prices*.³³ As a result, the Authority has established permanent cost-based rates for collocation space preparation. In light of this intervening ruling and the parties agreement that the rates adopted in *Permanent Prices* would apply, the Arbitrators voted unanimously to adopt the rates established in *Permanent Prices* for collocation space preparation.³⁴

³³ See *Permanent Prices*, Docket No. 97-01262, *Final Order* (February 23, 2000).

³⁴ See *Permanent Prices*, *First Interim Order*, p. 41 (Jan. 25, 1999).

VI. Issue 10 - What should BellSouth's policies be regarding conversion of virtual to physical collocation?

A. Positions of the Parties

BellSouth alleges that it is obligated by the Act to treat requesting collocators in a non-discriminatory manner. Thus, it contends that it must handle each request for physical collocation in the same manner, whether it is a physical collocation request or a request for a conversion from virtual to physical collocation. BellSouth considers the provisioning of both services as similar. BellSouth claims that it should evaluate requests for in-place conversions on an individual case basis. BellSouth states that it will allow in-place conversions when (1) there is no change to the arrangement; (2) the conversion of the virtual arrangement would not cause the arrangement to be located in an area reserved for BellSouth's forecasted future growth; and (3) the conversion of the virtual arrangement would not impact BellSouth's ability to secure its own facilities. Notwithstanding the foregoing, BellSouth states that if the BellSouth premises is at or nearing space exhaustion, BellSouth may authorize the conversion of the virtual arrangement to a physical arrangement even though BellSouth could no longer secure its own facilities.³⁵ In support of its position, BellSouth quotes a portion of the Georgia Public Service Commission ("GPSC") staff recommendation, which the GPSC adopted on July 5, 2000:

The staff recommends that virtual collocation may be converted to 'in place' physical collocation according to the following criteria: 1) that there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) that the conversion of the virtual collocation arrangement would not cause the equipment or the results of that conversion to be located in the space that BellSouth has reserved for its own future needs; and 3) that due to the location of the virtual collocation arrangement the converted

³⁵ J. Carl Jackson, Pre-Filed Direct Testimony, p. 41-42 (July 18, 2000).

arrangement does not limit BellSouth's ability to secure its own equipment and facilities; 4) any changes to the arrangement can be accommodated by existing power, HVAC and other requirements"³⁶

Intermedia asserts that BellSouth's requirements are ambiguous. It claims that it is not entirely clear what would constitute "extenuating" circumstances or what BellSouth considers to be "technical reasons." Intermedia asserts that BellSouth's requirements are overly broad and susceptible to multiple interpretations thereby allowing BellSouth to alter its requirements at any time.

Intermedia understands that BellSouth will not agree to install lockable cabinet doors on equipment bays. Intermedia argues that BellSouth's contention that it is impossible to secure BellSouth's equipment from a CLEC's equipment implies that conversions of virtual to physical collocation arrangements will always require relocation of the CLEC's equipment. Intermedia does not accept this result.

Intermedia agrees that BellSouth should be able to reserve space for future use, as long as it is reasonable. Intermedia further agrees that BellSouth can prohibit the conversion of virtual to physical collocation where the collocated equipment would be located in an area reserved for BellSouth's future growth. Intermedia is willing to agree that in-place conversion of virtual to physical collocation will be allowed only if: 1) Intermedia does not increase the number of bays it occupies and 2) any changes to the arrangement can be accommodated by existing power, HVAC, and other facilities.

³⁶ W. Keith Milner, Pre-Filed Direct Testimony, p. 14-15 (July 18, 2000) (quoting *In re: Petition of BellSouth Telecommunications, Inc. for Arbitration of an Interconnection Agreement With Intermedia Communications, Inc. Pursuant to Section 252(b) of the Telecommunications Act of 1996*, Docket No. 11644-U, *Order*, p. 8 (GA Pub. Serv. Comm'n Sept. 28, 2000) (hereinafter *GPSC Order*)).

Intermedia opines that very little work is required to convert a collocation arrangement from virtual collocation to in-place, cageless physical collocation. It claims that BellSouth should charge very little for this service and that the charge should represent only the cost of actually transferring control. This transfer should require only minimal paperwork and, perhaps, the re-routing of an alarm function from BellSouth to Intermedia. Intermedia asserts that most conversions of virtual to physical collocations should be conversions in-place. Intermedia argues that BellSouth's insistence that there are technical difficulties or security concerns associated with leaving it in-place are suspect, because the CLEC equipment in the virtual arrangement has been functioning for some time in-place already. Intermedia opines that when BellSouth insists on moving a CLEC's equipment, it is likely to reflect a preference on BellSouth's part rather than an unavoidable technical requirement. In that case, Intermedia declares BellSouth should bear the costs, along with a guarantee of minimal disruption to the CLEC's customers.³⁷

In its post-hearing brief, Intermedia does not object to the four criteria established by the GPSC. However, Intermedia takes issue with BellSouth's desire to further condition its acceptance of in-place conversions on the absence of extenuating circumstances or technical reasons. Furthermore, Intermedia contends that BellSouth cannot support its contention that an in-place conversion of a virtual to physical collocation arrangement should incur the same application fee and require the same amount of time as the processing and provisioning of a new request for physical collocation. Intermedia proposes a time frame of seven calendar days for in-place, virtual conversions.³⁸

³⁷ J. Carl Jackson, Jr. Pre-Filed Rebuttal Testimony, p. 12 (Sept. 5, 2000).

³⁸ *Post-Hearing Brief of Intermedia Communications, Inc.*, p. 26 (Nov.8, 2000).

B. Deliberations and Conclusions

The GPSC adopted the following six (6) rules to govern the conversion of an existing virtual collocation arrangement to a physical collocation arrangement:

- (1) There is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement;
- (2) The conversion of the virtual collocation arrangement will not cause the equipment to be located in the space that BellSouth has reserved for its own future needs;
- (3) The converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the arrangement;
- (4) Any changes to the arrangement can be accommodated by existing power, HVAC and other requirements;
- (5) The conversion must be handled by BellSouth in thirty (30) calendar days; and
- (6) The interim application fee for such conversion from virtual to physical is \$1,000.³⁹

The first four rules are criteria that a potential conversion must meet before BellSouth must convert a virtual collocation arrangement to an in-place, physical collocation arrangement. If a virtual collocation arrangement meets all four of these criteria, then the fifth rule provides the timetable for implementation and the sixth rule sets forth the maximum application fee that BellSouth may charge for in-place, physical conversions.

BellSouth introduced only the first four rules adopted by the GPSC. Instead of the fifth and sixth rules, BellSouth proposed that in-place conversion of virtual to physical collocation should incur the same application fee and take the same amount of time as the processing of an entirely new request for physical collocation. BellSouth also proposed to condition conversions from virtual collocation to in-place, physical collocation on the absence of "extenuating

³⁹ See *GPSC Order*, p. 8.

circumstances” or “technical reasons.”⁴⁰ Intermedia expressed its disagreement with only these last three conditions of BellSouth’s proposal.⁴¹

In *DeltaCom*, the Arbitrators ordered a thirty (30) calendar day interval with a sixty (60) business day maximum to allow time for extraordinary circumstances for the provisioning of cageless, physical collocation.⁴² The provisioning of a new cageless, physical collocation arrangement does require physical work and BellSouth could encounter “extraordinary” circumstances that cause delay. In contrast, Intermedia testified that the conversion of a virtual arrangement to an in-place, physical arrangement requires almost no work, other than the re-routing of an alarm function. Furthermore, Intermedia suggested a conversion interval of only seven (7) calendar days. BellSouth introduced no evidence to support its contention that conversion of a virtual arrangement to an in-place, physical arrangement should take as long as provisioning a new, physical collocation space. In *DeltaCom*, there was a need to allow for extraordinary circumstances, but here, compliance with the GPSC’s rules one through four would ensure that the arrangement has already passed the “extraordinary” test.

The Arbitrators find they should adopt the GPSC’s \$1,000 rate for the application fee. As stated by the GPSC, the normal application fee for physical collocation is \$3,850; however, the costs of many of the tasks and functions that comprise that fee are not applicable to in-place conversion.⁴³ Intermedia did not suggest a specific fee, but rather contended that very little work should be required to convert a virtual collocation arrangement to an in-place, physical arrangement and, therefore, the cost should be low. BellSouth introduced no evidence to support

⁴⁰ W. Keith Milner, Pre-Filed Direct Testimony, p. 11-12 (July 18, 2000).

⁴¹ *Post-Hearing Brief of Intermedia Communications, Inc.*, p. 23-36 (Nov.8, 2000).

⁴² *See DeltaCom, Second Interim Order*, 5 (Aug. 31, 2000).

⁴³ *See GPSC Order*, p. 8.

its contention that it should charge the same application fee to convert a virtual arrangement to a physical arrangement as it charges to initiate a new, physical arrangement.

Based on the foregoing, the Arbitrators voted unanimously to adopt the rules set forth by the GPSC with the exception that the provisioning interval shall be thirty (30) calendar days instead of sixty (60) calendar days. Thus, a virtual collocation arrangement shall be converted to an in-place, physical collocation arrangement if the potential conversion meets the following four criteria:

1. There is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement;
2. The conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs;
3. The converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and
4. Any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements.

If the potential conversion meets the above rules, then

5. The conversion must be handled by BellSouth in thirty (30) calendar days and
6. The interim application fee for the conversion from virtual to in-place, physical collocation may not exceed \$1,000.

If the conversion request does not meet rules one through four listed above, then BellSouth may treat the conversion as it would a new, physical collocation arrangement. In this instance, BellSouth may impose the same conditions, including time frames and fees, as it would require for any new, physical collocation request.

VII. Issue 12 - What is the appropriate definition of “currently combines” pursuant to FCC Rule 51.315 (b)?

A. Positions of the Parties

BellSouth states “that it will only provide combinations to CLECs such as Intermedia at TELRIC-based prices if the elements are, in fact, combined and providing service to a particular customer at a particular location.”⁴⁴ BellSouth contends it is under no obligation to combine UNEs for CLECs and states that the FCC confirmed that ILECs presently have no obligation to combine network elements for CLECs when those elements are not currently combined in BellSouth’s network.⁴⁵ Through testimony, BellSouth also notes that the Eighth Circuit Court of Appeals vacated Sections 51.315(c)-(f) of the FCC Rules,⁴⁶ which purported to require ILECs to combine unbundled network elements. BellSouth further notes that the parties did not appeal this decision and the Supreme Court did not reinstate the rule.

Intermedia contends that BellSouth is not willing to provide elements at UNE rates on a combined basis if those elements are not already combined. Intermedia insists that if combinations of elements can be ordered as a service from BellSouth, then the elements are customarily combined and should be available as UNEs. Intermedia further notes that the GPSC in Docket No. 10692 explicitly held that “currently combines” means “ordinarily combines” thereby rejecting BellSouth’s narrow interpretation.⁴⁷ In addition, Intermedia relies on the

⁴⁴ Cynthia K. Cox, Pre-Filed Direct Testimony, p. 23 (July 18, 2000).

⁴⁵ In support of its argument, BellSouth cites *In re Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, FCC 99-238, 15 FCC Red. 3696 (November 5, 1999). (*Third Report and Order and Fourth Further Notice of Proposed Rulemaking*) (hereinafter *UNE Remand Order*).

⁴⁶ See 47 C.F.R. § 51.315(c)-(f).

⁴⁷ *In re: Generic Proceeding to Establish Long-Term Pricing Policies for Unbundled Network Elements*, Docket No. 10692-U, *Order*, 11 (GA Pub. Serv. Comm’n Feb. 1, 2000) (hereinafter *GPSC February 2000 Order*).

GPSC's statement "that Rule [51.]315(b), by its own terms, applies to elements that the incumbent 'currently combines,' not merely elements which are 'currently combined.'"⁴⁸

B. Deliberations and Conclusions

Rules governing combinations of network elements have been the subject of continuous litigation since their introduction in 1996. The Eighth Circuit of the United States Court of Appeals vacated Section 51.315 (b) through (f) of the FCC Rules in 1997.⁴⁹ The Eighth Circuit stated that subsection (b) "is contrary to § 251(c)(3) because the rule would permit the new entrants access to the incumbent LEC's network elements on a bundled rather than unbundled basis" and that the subsection (c) – (f) could not "be squared with the terms of subsection 251(c)(3)."⁵⁰ The Supreme Court overruled the Eighth Circuit's decision as to Section 51.315(b) and held that the FCC's interpretation of Section 251(c)(3) was "entirely rational" and "well within the bounds of the reasonable."⁵¹ On remand, the Eighth Circuit recognized that the Supreme Court reversed the Eighth Circuit's decision to vacate Section 51.315(b) and, therefore, only discussed Section 51.315(c)-(f), the "Additional Combinations Rule."⁵²

Section 51.315(b) provides: "Except upon request, an incumbent LEC shall not separate requested network elements that the incumbent LEC currently combines."⁵³ The Arbitrators agree with the GPSC's conclusion that Section 51.315(b) applies to elements that BellSouth currently combines, not only those elements that are currently combined.⁵⁴ In the *First Report and Order*,

⁴⁸ *Id.*

⁴⁹ *See Iowa Utils. Bd. v. FCC*, 120 F.3d 753, 813 (8th Cir. 1997) *aff'd in part rev'd in part sub nom. AT&T Corp. v. Iowa Utils. Bd.*, 525 U.S. 366, 119 S.Ct. 721, 737-38 (1999).

⁵⁰ *Id.*

⁵¹ *AT&T Corp. v. Iowa Utils. Bd.*, 525 U.S. 366, 395, 119 S.Ct. 721, 737-38 (1999).

⁵² *See Iowa Utils. Bd. v. FCC*, 219 F.3d 744, 758-59 (8th Cir. 2000) *cert. granted in part*, 121 S.Ct. 878 (2001).

⁵³ 47 C.F.R. § 51.315(b).

⁵⁴ *See GPSC February 2000 Order*, p. 11.

the FCC stated that the proper reading of “currently combines” is “ordinarily combined within their network, in the manner which they are typically combined.”⁵⁵ In the *UNE Remand Order*, the FCC declined to further elaborate on the meaning of “currently combines” after noting that the matter was pending in the Eighth Circuit Court of Appeals.⁵⁶ Therefore, the only FCC interpretation of “currently combines” is the interpretation in the *First Report and Order*.

The Authority has addressed this same issue and the Directors acting as Arbitrators have addressed a similar, related issue in other dockets. In the Permanent Prices Docket, the Authority held that “ILECs are now prevented from separating network elements that are already combined before leasing them to a competitor.”⁵⁷ In a later Order, the Authority affirmed this holding by ruling that “BellSouth must provide the combination throughout its network as long as it provides this same combination to itself anywhere in its network.”⁵⁸

In *ICG Telecom*, the Arbitrators ruled that BellSouth was to provide Enhanced Extended Links (“EELs”), which consist of two combined UNEs, to ICG Telecom Group, Inc. Although the Arbitrators did not specifically define “currently combines” in *ICG Telecom*, the Arbitrators find that decision should serve as guidance in determining the proper definition of “currently combines” herein.

⁵⁵ *First Report and Order*, ¶ 296.

⁵⁶ *See UNE Remand Order*, ¶ 479.

⁵⁷ *Permanent Prices, Order Re Petitions for Reconsideration and Clarification of Interim Order of Phase I*, p. 20 (Nov. 3, 1999). Although the discussion of Section 51.315(b) was commingled with the discussion of whether BellSouth must provide Integrated Digital Loop Carrier (“IDLC”), IDLC is distinguishable in that it is a service “platform” rather than an unbundled network element. As such, it combines the loop and switch port functions, not loop and switch port unbundled network elements. It should be noted that those same IDLC functions cannot be separated without destroying the identity and many of the advantages of the IDLC platform itself.

⁵⁸ *Permanent Prices, Second Interim Order Re: Cost Studies and Geographic Deaveraging*, p. 10 fn. 17 (Nov. 22, 2000).

Given the plain language of Section 51.315(b), federal decisions related to the validity of Section 51.315(b), the FCC's interpretation of Section 51.315(b), the Authority's decision in the Permanent Prices Docket, and the Arbitrators' decision in *ICG Telecom*, the Arbitrators voted unanimously to define "currently combines" as any and all combinations that BellSouth currently provides to itself anywhere in its network. Thus, the Arbitrators reject BellSouth's position that the combination has to be already combined for a particular customer at a particular location. Instead, BellSouth must provide any combination to Intermedia throughout Intermedia's network as long as BellSouth provides that same combination to itself anywhere in its network.

VIII. Issue 13(a) - Should BellSouth be required to provide access to Enhanced Extended Links (“EELs”) at UNE rates?

A. Positions of the Parties

BellSouth maintains that it has no obligation to combine network elements for CLECs, when those elements are not currently combined in BellSouth’s network. BellSouth contends that the Eighth Circuit Court of Appeals’ decision supports BellSouth’s position that it has no general obligation to provide CLECs with EELs. In particular, BellSouth objects to combining UNEs with tariffed services. BellSouth argues that even if it offers tariffed services, this does not entitle Intermedia to order new installations of such services as combinations at UNE rates. BellSouth contends it should only be required to provide combinations that currently exist to serve a particular customer at a particular location.

Intermedia believes that it should be allowed to purchase UNE combinations that are already physically combined, as well as UNE combinations that BellSouth ordinarily combines, such as those that make up an EEL. Intermedia contends that a variety of combinations already exist in BellSouth’s network, including special access arrangements that are essentially identical to EELs. Hence, the TRA should require BellSouth to offer Intermedia access to EELs. Intermedia also argues that without EELs, CLECs must either pay rates so high for the elements in question that it is difficult or impossible to offer competitive service or they must collocate in every end office where they have a customer, which is a very expensive and time consuming. Consequently, Intermedia contends that requiring BellSouth to offer EELs at UNE rates would promote competition.

B. Deliberations and Conclusions

In *ICG Telecom* the Authority addressed this same issue.⁵⁹ In that arbitration, the Authority made the following findings:

FCC rules governing combinations of network elements have been the subject of continuous litigation since the FCC first introduced the rules in 1996. When ILECs first challenged the rules, the Eighth Circuit vacated Rules 51.315 (b) through (f). That Court stated that the rules could not “be squared with the terms of subsection 251(c)(3)” of the Telecommunications Act of 1996. *See Iowa Utils. Bd.*, 120 F.3d at 813. The Supreme Court overruled this decision and held that the FCC’s interpretation of Section 251(c)(3) was “entirely rational” and “well within the bounds of the reasonable.” *AT&T Corp. v. Iowa Utils. Bd.*, 525 U.S. 366, 395, 119 S.Ct. 721, 737-38 (1999). As a result of this decision, the FCC issued an order that includes an extensive discussion on enhanced extended links. The FCC concluded that “under existing law, a requesting carrier is entitled to obtain existing combinations of loop and transport between the end user and the [ILEC’s] serving wire center on an unrestricted basis at unbundled network element prices.” *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, 15 FCC Rcd. 3696, ¶ 486 (Nov. 5, 1999) (Third Report and Order and Fourth Further Notice of Proposed Rulemaking). The FCC based its ruling on the reinstatement of Rule 51.315(b) by the Supreme Court and the fact that ILECs combine loop and transport for themselves to provide services to their customers. The FCC also held that requesting carriers are entitled to obtain the current combinations at UNE prices. *See id.* ¶ 480.

In addition, BellSouth has not denied that it can perform combinations of network elements referred to as extended links. In fact, BellSouth admitted that it has inadvertently performed such combinations on behalf of CLECs. Clearly, this affirms the statement made by the FCC that ILECs routinely combine loop and transport in their networks.

Finally, it is appropriate public policy to order BellSouth to provide EELs to ICG based on BellSouth’s prevailing experience in the telecommunications market. If ICG is unable to receive EELs from BellSouth, it must either install its own switches, trunks, and loops or collocate in BellSouth owned and operated central offices. Either of these options demands ICG to expend a substantial amount of money in the form of fixed or sunk costs. As a result, ICG will be forced to incur a significantly higher per-customer cost of providing services than BellSouth, which has a larger customer base over which to spread its fixed or sunk costs. This result will necessarily impair ICG’s ability to expand its telecommunications services throughout Tennessee. Moreover, telephone customers of Tennessee, both business and residential, will greatly benefit if ICG

⁵⁹ *See ICG Telecom, Final Order of Arbitration*, p. 4-6.

is allowed to obtain combinations of loop and transport in BellSouth's network. Evidence suggests that the availability of EELs to CLECs is the key factor in opening the residential market to competition. According to the FCC, "[s]ince these combinations of [UNEs] have become available in certain areas, [CLECs] have started offering service in the residential mass market in those areas." *Id.* ¶ 12.

....
Given the above discussion, the Arbitrators have determined that it is reasonable to require BellSouth to offer ICG extended loop links consisting of combinations of unbundled local loops that are cross-connected to interoffice transports pursuant to applicable FCC orders and federal rulings. Furthermore, BellSouth should not charge a monopoly price to combine these elements, but should charge the sum of their prices at TELRIC rates.⁶⁰

In a clarification order entered on November 27, 2000 in *ICG Telecom*, the Authority affirmed the above conclusion and stated:

The interconnection agreement should reflect, as does the *Final Order of Arbitration*, that BellSouth will provide ICG with EELs throughout BellSouth's Tennessee network. Further, BellSouth shall provide the EELs, in all instances, to ICG at the sum of the TELRIC rates for each individual element.⁶¹

The Arbitrators find that neither party has presented any basis for departing from this holding. Therefore, consistent with *ICG Telecom* and the Arbitrators' ruling herein on Issue 12, the Arbitrators voted unanimously to require BellSouth to provide access to EELs to Intermedia at the sum of the TELRIC rates for each individual element.

⁶⁰ *id.* at 4-7.

⁶¹ *ICG Telecom, Clarification of Final Order*, p. 3 (Nov. 27, 2000) (footnote omitted).

IX. Issue 18(c) - Should BellSouth be required to provide access on an unbundled basis in accordance with, and as defined in, the FCC's UNE Remand Order, to packet switching capabilities?

A. Positions of the Parties

BellSouth contends that neither the Act nor the FCC's Rules require it to unbundle packet switching aside from one exception, which does not apply to Intermedia. According to BellSouth, the determination of whether to unbundle packet switching requires application of the "impaired" standard of Section 251(d)(2)(B) of the Act. BellSouth agrees that a state commission can alter the conditions set by the FCC for unbundling of packet switching, but that "Intermedia still must prove that it is impaired by not having access to BellSouth's packet switching functionality on an unbundled basis."⁶² BellSouth insists that "the FCC specifically rejected 'e.spire/Intermedia's request for a packet switching or frame relay unbundled element.'"⁶³ BellSouth continues: "The FCC concluded that e.spire/Intermedia have not provided any specific information to support a finding that requesting carriers are impaired without access to unbundled frame relay."⁶⁴ BellSouth argues that the FCC declined to unbundle the packet switching functionality, except in limited circumstances, and that BellSouth has taken the necessary measures to ensure that CLECs have access to required facilities so that BellSouth is not required to unbundle packet switching.⁶⁵

Intermedia requests language in the parties' agreement that conforms to the FCC's rulings and to the terms of Section 51.319 of the FCC Rules, including the applicable definition of packet

⁶² Cynthia K. Cox, Pre-Filed Direct Testimony, p. 34 (July 18, 2000).

⁶³ *Id.* at 31 (citing *In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, Cc. Docket No. 96-98, FCC 99-238, 15 FCC Rcd 3696, ¶ 312 (Nov. 5, 1999) (Third Report and Order and Fourth Further Notice of Proposed Rulemaking)).

⁶⁴ *Id.*

⁶⁵ Cynthia K. Cox, Pre-Filed Direct Testimony, p. 31 (July 18, 2000).

switching.⁶⁶ Intermedia contends that the FCC found that ILECs must make packet switching capabilities available in certain situations in the *UNE Remand Order*. Intermedia argues that the FCC:

explicitly found that an ILEC must provide nondiscriminatory access to unbundled packet switching capability where: (a) the ILEC has deployed digital loop carrier (“DLC”) systems, including integrated digital loop carrier or universal digital loop carrier systems, or has developed any other system in which fiber optic facilities replace copper facilities in the distribution section; (b) there are no spare copper loops capable of supporting xDSL services the requesting carrier seeks to offer; (c) the ILEC has not permitted a requesting carrier to deploy a DSLAM in the remote terminal, pedestal or environmentally controlled vault of other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these subloop interconnection points; and (d) the ILEC has deployed packet switching capability for its own use.⁶⁷

Intermedia also argues that, because packet switching is an essential element of competition, CLECs should be able to purchase it from BellSouth as a UNE at cost-based rates. Moreover, Intermedia contends that “BellSouth must make an *affirmative showing* that it complies with the FCC’s rules before it can state that it is not required to offer packet switching as a UNE.”⁶⁸

B. Deliberations and Conclusions

The issue before the Arbitrators is the determination of whether the Act or FCC Rules and Orders require BellSouth to provide Intermedia with access to packet switching capabilities as an unbundled network element. In the *UNE Remand Order*, the FCC declined to order unbundling of the packet switching functionality except in limited circumstances.⁶⁹ In making this determination, the FCC considered the issues of whether denial of access to packet switching functionality will impair a CLEC’s ability to offer advanced services and whether unbundling will

⁶⁶ See J. Carl Jackson Jr., Pre-Filed Direct Testimony, p. 49-50 (July 18, 2000).

⁶⁷ *Id.* at 50.

⁶⁸ J. Carl Jackson, Jr., Pre-Filed Rebuttal Testimony, p. 14 (September 5, 2000) (emphasis in original).

⁶⁹ *UNE Remand Order*, ¶ 306.

foster competition.⁷⁰ Thereafter, the FCC stated the following findings with respect to the limited circumstances:

When an incumbent has deployed DLC systems, requesting carriers must install DSLAMs at the remote terminal instead of at the central office in order to provide advanced services. We agree that, if a requesting carrier is unable to install its DSLAM at the remote terminal or obtain spare copper loops necessary to offer the same level of quality for advanced services, the incumbent LEC can effectively deny competitors entry into the packet switching market. We find that in this limited situation, requesting carriers are impaired without access to unbundled packet switching. Accordingly, incumbent LECs must provide requesting carriers with access to unbundled packet switching in situations in which the incumbent has placed its DSLAM in a remote terminal. . . . The incumbent will be relieved of this unbundling obligation only if it permits a requesting carrier to collocate its DSLAM in the incumbent's remote terminal, on the same terms and conditions that apply to its own DSLAM.⁷¹

In regards to e.spire/Intermedia, the FCC determined that e.spire/Intermedia's request focused on frame relay service.⁷² The FCC next rejected e.spire/Intermedia's request for packet switch or frame relay unbundled network elements for two reasons.⁷³ First, the FCC refused to define an unbundled network element according to frame relay, a particular packet switching technology.⁷⁴ Second, the FCC concluded that e.spire/Intermedia failed to establish that CLECs would be impaired without access to unbundled frame relay.⁷⁵ The FCC further noted that e.spire/Intermedia "are free to demonstrate to a state commission that the lack of unbundled access to the incumbent's frame relay network element impairs their ability to provide the services they seek to offer."⁷⁶ Lastly, the FCC stated that "[a] state commission is empowered

⁷⁰ See *id.* ¶ 309.

⁷¹ *Id.* ¶ 313.

⁷² See *id.* ¶ 311. Frame relay service is designed to transmit high volumes of data traffic between geographic locations at high speeds.

⁷³ See *id.* ¶ 312.

⁷⁴ See *id.*

⁷⁵ See *id.*

⁷⁶ See *id.*

to require incumbent LECs to unbundle specific network elements used to provide frame relay service, consistent with the principles set forth in this order.”⁷⁷

The Arbitrators find that Intermedia failed to demonstrate that it would be impaired without access to unbundled packet switching capabilities. Intermedia claims that the Arbitrators should unbundle packet switching to create competition. Nevertheless, Intermedia did not convince the Arbitrators that the lack of access to BellSouth’s packet switching capabilities on an unbundled basis materially diminishes its ability to provide the services it seeks to offer in Tennessee.

Additionally, Intermedia’s witness stated that he has no evidence that BellSouth has refused to permit collocation of DSLAMs at remote terminal locations in Tennessee.⁷⁸ Indeed, BellSouth affirmed that it will “do what it takes” to meet the requirements necessary to avoid unbundling packet switching, but acknowledged that “to the extent that those four conditions are not found in [its] network, then the requirement to unbundle packet switching could still become an issue.”⁷⁹

The Arbitrators recognize that the requirements of Section 51.319(c)(5) were effective as of May 17, 2000, approximately six months after the release of the *UNE Remand Order*. Section 51.319(c)(5) requires ILECs to provide packet switching as a UNE if the following conditions are met:

- (i) The incumbent LEC has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

⁷⁷ *Id.*

⁷⁸ See Transcript of Proceedings, September 20, 2000, v. II, p. 68.

⁷⁹ See *id.* September 19, 2000, v. ID. p. 60.

- (ii) There are no spare copper loops capable of supporting xDSL services the requesting carrier seeks to offer;
- (iii) The incumbent LEC has not permitted a requesting carrier to deploy a Digital Subscriber Line Access multiplexer in the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these subloop interconnection points as defined by paragraph (b) of this section; and
- (iv) The incumbent LEC has deployed packet switching capability for its own use.⁸⁰

The Arbitrators find that Section 51.319 is consistent with the FCC's holdings in the *UNE Remand Order*.

Based on the foregoing, the Arbitrators voted unanimously to require BellSouth to provide access to packet switching capabilities as an unbundled network element only when the limited circumstances identified in FCC Rule 51.319(c)(5)(i) – (iv) exist.

⁸⁰ 47 C.F.R. § 51.319(c)(5)(i)-(iv).

- X. Issue 25 - Should BellSouth be required to furnish access to the following UNEs:**
- (i) User-to-Network Interface or “UNI”, which provides connectivity between the end user and the frame relay network;**
 - (ii) Network-to-Network Interface or “NNI”, which provides carrier-to-carrier connectivity to the frame relay network;**
 - (iii) Data Link Control Identifiers or “DLCIs”, at Intermedia-specified Committed Information Rates or “CIRs”, which define the path and capacity of virtual circuits over which frame relay frames travel across the frame relay network?**

A. Positions of the Parties

BellSouth reiterates that, as in Issue 18(c), the FCC declined to require the unbundling of the packet switching functionality, of which frame relay is a type, except in limited circumstances.

BellSouth insists that Intermedia continue to buy access to these elements at BellSouth’s tariffed rates and requests that the Arbitrators find that BellSouth is not required to provide access to frame relay elements at TELRIC-based rates. BellSouth notes that a state commission can require an ILEC to unbundle packet switching only when a CLEC convinces the state commission that it is impaired without that access. BellSouth maintains that Intermedia has not provided any evidence to the Authority in this proceeding to support a finding that Intermedia would be impaired without access to frame relay UNEs. Specifically, BellSouth claims that it provides spare copper loops where available and that BellSouth has not refused to allow CLECs to deploy DSLAMs at remote terminals. According to BellSouth, unless these conditions are shown to be prevalent in its network, BellSouth is not obligated to provide CLECs, such as Intermedia, with unbundled access to its frame relay facilities.

Intermedia states that although BellSouth has entered into an interconnection agreement with Intermedia that provides for the interconnection of BellSouth’s and Intermedia’s frame relay traffic, BellSouth still charges frame relay elements at tariffed rates which are not TELRIC-based rates. Intermedia admits that the FCC has yet to mandate frame relay UNEs, but notes that in the

UNE Remand Order, “the FCC made it clear that the Communications Act empowers state regulators ‘to impose additional obligations upon incumbent LECs beyond those imposed by the national [UNE] list’”⁸¹ According to Intermedia, the Arbitrators should establish UNEs for frame relay because “they reflect a vital element of modern, digital networks that is becoming increasingly important.”⁸²

Intermedia further states that its access to frame relay at UNE rates “is critical” and that “there is no question that Intermedia’s business is impaired by BellSouth’s requirement that Frame Relay facilities be obtained only under the terms of BellSouth’s access tariff.”⁸³ Intermedia recommends that the Arbitrators: 1) establish interim rates for frame relay UNEs at fifty percent (50%) of BellSouth’s currently effective tariffed rates for UNIs, NNIs, and DLCIs at CIR, subject to true-up after the Arbitrators have completed a rate inquiry; 2) require BellSouth to establish TELRIC-based rates for frame relay interconnection; 3) mandate bill and keep for local frame relay traffic as an interim rate subject to true-up after a full rate inquiry is completed; and 4) mandate a TELRIC-priced meet-point arrangement for the high-capacity transport link between Intermedia’s and BellSouth’s respective frame relay switches, with each party sharing the cost of the line.⁸⁴

B. Deliberations and Conclusions

The UNEs requested by Intermedia constitute frame relay service, which is a packet switching technology. In the *UNE Remand Order*, the FCC declined to require the unbundling

⁸¹ J. Carl Jackson Jr., Pre-Filed Direct Testimony, p. 56 (July 18, 2000).

⁸² *Id.*

⁸³ *Id.* at 16.

⁸⁴ *See id.* at 57-58.

of packet switched services.⁸⁵ The FCC did state, however, that state commissions are empowered to require the unbundling of packet switched services such as frame relay provided that the state's decision to do so is consistent with the principles set forth in the *UNE Remand Order*.⁸⁶ One of the determinations the FCC relied on in deciding whether to unbundle packet switching was whether the CLEC's ability to compete is impaired without such access to the ILEC's facilities. Part of the FCC's reasoning in declining access to these UNEs was its recognition that the CLECs were providing service with their own packet switches, which the FCC determined was probative of whether they are impaired without access to unbundled packet switching.⁸⁷

In this case, the Arbitrators are of the opinion that Intermedia failed to provide sufficient evidence to support a finding that its ability to compete will be impaired without unbundled access to BellSouth's frame relay facilities. Intermedia admits that it is one of the nation's largest facilities-based frame relay carriers and that it has an established frame relay network in Tennessee.⁸⁸ The record contains no evidence that BellSouth refused to permit Intermedia to install Intermedia's DSLAM at a remote terminal or that Intermedia has been unable to obtain spare copper loops necessary to offer the same level of quality of service for advanced services.⁸⁹

Accordingly, pursuant to the record in this proceeding, the *UNE Remand Order*, and the Arbitrators' ruling herein on Issue 18(c), the Arbitrators voted unanimously to not require BellSouth to unbundle the requested elements or to provide the requested UNEs at TELRIC rates.

⁸⁵ See *UNE Remand Order*, ¶¶ 306-312.

⁸⁶ See *id.* ¶ 312.

⁸⁷ See *id.* ¶ 306.

⁸⁸ Intermedia characterized its Tennessee network as "modest." J. Carl Jackson Jr., Pre-Filed Direct Testimony, p. 57 (July 18, 2000).

⁸⁹ See *UNE Remand Order*, ¶ 313.

XI. Issue 26 - Should parties be allowed to establish their own local calling areas and assign numbers for local use anywhere within such areas, consistent with applicable law?

A. Positions of the Parties

While BellSouth maintains that it is indifferent to the manner in which Intermedia defines its local calling areas for Intermedia's endusers, BellSouth argues that the real dispute is whether or not reciprocal compensation is due when a call is actually non-local. BellSouth states that it is extremely difficult to determine whether BellSouth endusers are making a local or a long distance call when a BellSouth enduser calls a CLEC enduser located outside a BellSouth local calling area that has a number with an NPA/NXX that is the same as the NPA/NXX assigned to endusers located inside the same local calling area. BellSouth claims this causes BellSouth and other local exchange carriers to: (1) lose valid toll and/or switched access revenue; (2) incur costs that are not recovered; and (3) inappropriately pay reciprocal compensation as if the traffic were local. BellSouth also maintains that the FCC has made it clear that traffic jurisdiction is determined by the originating and terminating points of a call and not the NPA/NXXs of the respective numbers.

Intermedia argues that it should have the ability and discretion to assign NPA/NXXs to customers not physically present in rate centers with which BellSouth associates the NPA/NXX. Additionally, Intermedia maintains that BellSouth previously allowed Intermedia to assign numbers as Intermedia requests in this arbitration, but now wants to restrict that activity. Intermedia further argues that BellSouth has done for years what it attempts to prevent Intermedia from doing today through BellSouth's FX service.⁹⁰ BellSouth FX service allows subscribers to have local presence and two-way communications in an exchange different from their own.

Intermedia avers that if the Arbitrators adopt the language proposed by BellSouth, then Intermedia would not be able to offer FX type service and, as a result, would be at a significant disadvantage relative to BellSouth.

B. Deliberations and Conclusions

The Arbitrators' review of this Issue reveals that there are actually four issues presented for consideration. First, the Arbitrators must determine whether either party has a right to assign an NPA/NXX to an enduser not physically located in the local calling area in which the NPA/NXX is typically homed. The second issue is whether calls made from one local calling area to a completely different local calling area are local or non-local? The third and fourth determinations are whether intercarrier compensation should be paid for these types of calls, and, if so, whether reciprocal compensation is the proper type of intercarrier compensation.

As to whether both parties have the right to assign an NPA/NXX to an enduser not physically located in the calling area in which the NPA/NXX is typically homed, the Arbitrators are persuaded by Intermedia's position that assigning NPA/NXXs across multiple rate centers is beneficial because it helps alleviate numbering resource problems. This benefit, along with the fact that BellSouth has engaged in this same practice for years through its FX service, convinces the Arbitrators that Intermedia should be allowed to engage in this practice as well. Therefore, the Arbitrators find that both parties should have the right to assign NPA/NXXs to customers not physically located in the local calling area to which the NPA/NXXs are typically homed. The Arbitrators also notify the parties that this arrangement shall not prevent calls made between two points in the same county in Tennessee from being toll-free as required by Tenn. Code Ann. § 65-21-114.

⁹⁰ The acronym FX stands for "Foreign Exchange."

The Arbitrators can best answer the question of whether calls made from one local calling area to a completely different local calling area are local or non-local by utilizing the FX service analogy presented by Intermedia. BellSouth subscribers have historically used FX service as a mechanism to call adjacent or non-adjacent local calling areas without incurring a toll or long distance charge. The FX subscriber does not have to use FX service, but has other alternatives such as accepting collect calls from its customers or subscribing to WATS.⁹¹ The decision to utilize FX service is a business decision based upon the number of long distance calls the subscriber receives from customers each month and which service is more economical. BellSouth charges its FX service subscribers \$87.00 per month for the first mile and \$1.45 for each additional mile of interexchange channel associated with each FX subscriber's service. The fees BellSouth collects from the FX subscribers each month is revenue BellSouth uses to offset the loss of toll revenue that BellSouth would normally collect from customers calling the FX service subscriber. Based on this characterization, the Arbitrators find that FX service is no different than an intrastate, interexchange service.

The Arbitrators find that the scenario described above will exist when Intermedia assigns a telephone number to an enduser physically located in a different local calling area than in the local calling area where the NPA/NXX is homed or assigned. In the *First Report and Order*, the FCC stated that state commissions have the authority to determine what geographic areas should be considered "local areas" for the purpose of applying reciprocal compensation obligations under Section 251(b)(5) of the Act.⁹² The Arbitrators find that calls to a NPA/NXX in a local calling area outside the local calling area where the NPA/NXX is homed, should be treated as intrastate,

⁹¹ The acronym WATS stands for "Wide Area Telephone Service."

⁹² *First Report and Order*, ¶ 1035.

interexchange traffic and, therefore, agree with BellSouth that calls to and from such calling areas are non-local.

Having answered this question, the next issues are whether intercarrier compensation should be paid for these types of calls and, if so, whether reciprocal compensation is the proper type of intercarrier compensation. Intermedia points out that BellSouth has admitted that it charged Intermedia and other CLECs reciprocal compensation for calls made to BellSouth FX service subscribers. This indicates that BellSouth considers or did consider such traffic as local.

After careful examination of Intermedia's FX service analogy, the Arbitrators are convinced that BellSouth is wrong to do so. The FCC has found that the reciprocal compensation provisions of Section 251(b)(5) for the transport and termination of traffic do not apply to the transport and termination of interstate or intrastate, interexchange traffic.⁹³ Thus, because BellSouth is completing the equivalent of an intrastate, interexchange call over a BellSouth interexchange facility that terminates on BellSouth's local network and originates on Intermedia's local network, BellSouth should actually pay Intermedia originating access charges for a call of this type. Likewise, Intermedia should pay BellSouth originating access charges if the FX service subscriber is Intermedia's customer, the interexchange facility belongs to Intermedia, and a BellSouth local customer places the call. This position is supported by the FCC's statement that "[t]raffic originating or terminating outside of the applicable local area would be subject to interstate and intrastate access charges."⁹⁴

Based on the above findings and conclusions, the Arbitrators voted unanimously that the parties may establish their own local calling areas and assign numbers for local use anywhere

⁹³ See *id.* ¶ 1034.

⁹⁴ *Id.* ¶ 1035.

within such areas as long as the parties properly rate, time, and compensate each other and other carriers for the mutual exchange of such traffic. Additionally, the Arbitrators voted unanimously that calls to an NPA/NXX in a local calling area outside the local calling area where the NPA/NXX is homed shall be treated as intrastate, interexchange toll traffic for purposes of intercarrier compensation and, therefore, are subject to access charges. Finally, the Arbitrators voted unanimously that nothing in this ruling exempts either party or any other carrier from the provisions of Tenn. Code Ann. § 65-21-114 which requires all carriers to provide county-wide calling.

XII. Issue 29 - In the event Intermedia chooses multiple tandem access (“MTA”)⁹⁵, must Intermedia establish points of Interconnection at all BellSouth access tandems where Intermedia’s NXXs are “homed?”

A. Positions of the Parties

BellSouth claims that the MTA option obviates the need for Intermedia to establish an interconnecting trunk at access tandems where Intermedia has no NPA/NXX codes homed. BellSouth maintains that Intermedia must interconnect at each tandem to which Intermedia has NPA/NXX codes homed. BellSouth justifies this assertion by claiming that it is normal industry practice. BellSouth also claims that it does not want to restrict Intermedia’s network design, but it “should not be required to provide additional tandem switching on behalf of Intermedia without being paid for doing so.”⁹⁶ BellSouth also argues that MTA forces it to incur extra costs from routing traffic from an access tandem to another tandem where Intermedia has interconnected when a LATA has more than one access tandem.

Intermedia claims that BellSouth wants Intermedia to interconnect at every tandem where Intermedia homes an NPA/NXX, even where Intermedia elects to use MTA. Intermedia asserts that requiring it to interconnect at each BellSouth tandem where Intermedia homes an NPA/NXX effectively eliminates the usefulness of MTA altogether.

B. Deliberations and Conclusions

The Arbitrators find that, as evidenced by BellSouth’s testimony, there is no technical consideration that forces Intermedia to interconnect at each tandem in the rate center where they have NPA/NXXs homed. Moreover, the Arbitrators find that requiring Intermedia to interconnect at each access tandem where Intermedia NPA/NXXs are homed would eliminate the benefits of

⁹⁵ Multiple tandem access (“MTA”) is an interconnection arrangement that allows CLECs to serve customers connected to end offices subtending BellSouth’s tandems by interconnecting at only one or less than all tandems.

⁹⁶ Transcript of Proceeding, September 19, 2000, v. 1A, p. 21.

MTA. Nevertheless, Intermedia must interconnect in at least one tandem in the local calling area where its NPA/NXX is homed. The Arbitrators also find that the evidentiary record clearly demonstrates that BellSouth may incur additional switching and transports costs not included in the proposed reciprocal compensation rate if Intermedia elects to use MTA.

Given these findings, the Arbitrators voted unanimously that there is no need to restrict Intermedia's network design by requiring them to interconnect at all tandems where Intermedia NPA/NXXs are homed, but Intermedia must interconnect in at least one tandem in the rate center where its NPA/NXX is homed. The Arbitrators further voted unanimously that Intermedia must pay BellSouth just and reasonable compensation for additional tandem switching and transport charges not included in the negotiated reciprocal compensation rate if Intermedia utilizes MTA.

XIII. Issue 30(a) - Should Intermedia be required to designate a “home” local tandem for each assigned NPA/NXX?

A. Positions of the Parties

BellSouth contends that Intermedia must designate a home local tandem for each Intermedia NPA/NXX so that BellSouth and other carriers will be able to correctly route traffic to Intermedia endusers. BellSouth claims that all other telecommunications providers must know where Intermedia homes its NPA/NXX codes so that necessary translations and routing instructions can be installed to guarantee delivery of calls to Intermedia’s endusers.

Intermedia asserts that BellSouth’s proposed language would restrict Intermedia’s network design by requiring Intermedia to designate home local tandems for each NPA/NXX and to establish points of interconnection at all access tandems where Intermedia homes NPA/NXXs. Intermedia claims that BellSouth seeks to restrict Intermedia’s network design in the aforementioned manner because this interconnection arrangement is the most convenient and cost-effective for BellSouth. Intermedia further avers that Intermedia and BellSouth have had no problem completing calls to each other without the imposition of the aforementioned interconnection arrangement.

B. Deliberations and Conclusions

In resolving Issue 26, the Arbitrators determined that calls to a NPA/NXX in a local calling area outside the local calling area where the NPA/NXX is homed should be treated as intrastate, interexchange access. The Arbitrators now find that Intermedia must designate a home local tandem for each NPA/NXX so that the parties can utilize the call rating solution ordered in Issue 26. The designation of home local tandem for each Intermedia NPA/NXX is necessary to allow the parties to require reciprocal compensation payments, which are appropriate if a call terminates

in the local calling area where the NPA/NXX is homed, or access charges, which are appropriate if the traffic terminates in a local calling area other than where the NPA/NXX is homed. The choice of a home local tandem necessarily defines a BellSouth local calling area, which in turn will define whether reciprocal compensation or access charges are due for a call, even when Intermedia uses the same NPA/NXX codes in several BellSouth local calling areas. Based on these findings, the Arbitrators voted unanimously to require Intermedia to designate a home local tandem for each assigned NPA/NXX.

XIV. Issue 30 (b) - Should Intermedia be required to establish points of interconnection to BellSouth access tandems within the LATA on which Intermedia has NPA/NXXs homed?

A. Positions of the Parties

BellSouth contends that Intermedia must designate a home local tandem for each Intermedia NPA/NXX so that BellSouth and other carriers will be able to correctly route traffic to Intermedia's endusers. BellSouth further contends that it "should not be obligated to handle Intermedia's traffic on a tandem basis without being paid to do so."⁹⁷

Intermedia asserts that BellSouth's proposed language restricts Intermedia's network design by requiring Intermedia to designate home local tandems for each NPA/NXX and to establish points of interconnection at all access tandems where Intermedia homes NPA/NXXs. Intermedia claims that BellSouth seeks to restrict Intermedia's network design in the aforementioned manner because this interconnection arrangement is the most convenient and cost-effective for BellSouth. Intermedia further avers that Intermedia and BellSouth have had no problem completing calls to each other without the imposition of the aforementioned interconnection arrangement.

B. Deliberations and Conclusions

The Arbitrators find that Issue 30(b) is materially similar to Issue 29. Accordingly, the Arbitrators adopt the same conclusions. Requiring Intermedia to interconnect to each access tandem in the rate center where Intermedia homes NPA/NXXs renders MTAs effectively useless.

⁹⁷ Transcript of Proceeding, September 19, 2000, v. IA, p. 23.

As previously stated, Intermedia should have flexibility in designing its network, but BellSouth should receive just and reasonable compensation for the cost of providing interconnection services to Intermedia. Thus, the Arbitrators voted unanimously that Intermedia should not be required to interconnect at each access tandem in the rate center where Intermedia NPA/NXXs are homed. Moreover, if Intermedia does not interconnect at each BellSouth access tandem within the LATA on which Intermedia homes NPA/NXXs, BellSouth should receive just and reasonable compensation for additional tandem switching and transport costs incurred that are not reflected in the negotiated reciprocal compensation rate.

- XV. Issue 39(a) - What are the appropriate charges for Interconnection trunks between the parties' frame relay switches?**
- (b) What are the appropriate charges for frame relay network-to-network Interface ("NNI") ports?**
 - (c) What are the appropriate charges for permanent virtual circuit ("PVC") segments (i.e., Data Link Connection Identifier ("DLCI") and Committed Information Rates ("CIR"))?**
 - (d) What are the appropriate charges for requests to change a PVC segment or PVC service order record?⁹⁸**

A. Positions of the Parties

BellSouth maintains that the appropriate charges for all aspects of frame relay interconnection and service, including changes for existing service, are found in BellSouth's Interstate Access Tariff. Additionally, BellSouth claims that the parties agreed that Intermedia would provide BellSouth with a factor representing the Percent Local Circuit Use ("PLCU"), which indicates the percentage of traffic expected to be local versus long distance. BellSouth agreed to reimburse Intermedia fifty percent (50%) of the PLCU to the extent that Intermedia uses the trunks, NNI ports, or DLCI and CIR entirely for intraLATA frame relay service. Otherwise, Intermedia is responsible for the entire trunk charges.

Intermedia states that the rates and charges for interconnection and compensation for local traffic must reflect incremental cost as mandated by the FCC Rules and Sections 251(c)(2) and 252(d)(1) of the Act. Intermedia notes that even though the TELRIC rules have been challenged in the courts, the Arbitrators have employed their own long-run incremental costing model in setting rates for interconnection and reciprocal compensation in the past and should do so for frame relay service. Intermedia argues that it is inappropriate to use BellSouth's tariff rates for

⁹⁸ The aforementioned items are components of frame relay service, which is a form of packet switching. The trunks between frame relay switches and the NNI ports provide carrier-to-carrier connectivity of frame relay networks. The DLCIs and CIRs define the path and capacity of virtual circuits over which traffic (or frames of data) traverse the frame relay network.

frame relay interconnection and service. Instead, Intermedia suggests that the Arbitrators should set interim rates at fifty percent (50%) of BellSouth's tariffed frame relay rates, which is the difference between BellSouth's UNE rates and the tariff rates for services with equivalent functionality. Intermedia further suggests that the rates be subject to a true-up at the time final rates are established.

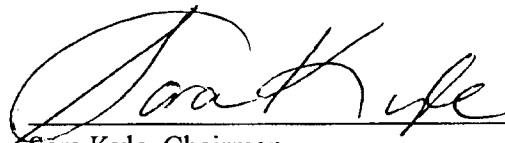
B. Deliberations and Conclusions

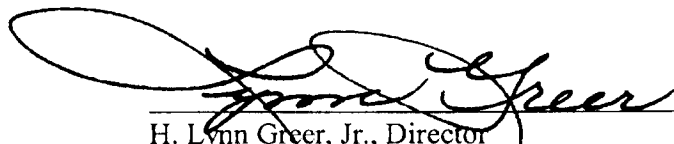
When ruling on Issue 25, the Arbitrators determined that Section 251(c)(3) of the Act does not require BellSouth to provide frame relay elements at TELRIC rates. Absent an affirmative finding that frame relay elements, such as those addressed in Issue 25, are network elements subject to the provisions of Section 251(c)(3) of the Act, TELRIC rates are neither required nor appropriate. Accordingly, the Arbitrators voted unanimously to adopt BellSouth's current tariff rates as the charges for interconnection trunks, NNI ports, PVC segments, DLCI, and CIR. The Arbitrators also agreed that the parties may voluntarily negotiate rates for frame relay elements that differ from existing tariff rates.

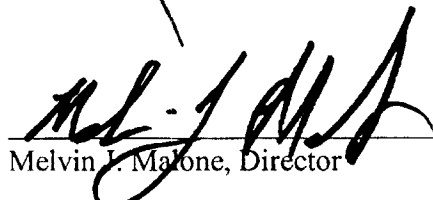
XVI. Ordered

The foregoing Interim Order of Arbitration Award reflects resolution of Issues 2(a), 3, 6, 7, 10, 12, 13(a), 18(c), 25, 26, 29, 30, and 39. The Arbitrators will address the only outstanding issue, Issue 48, at a later date.⁹⁹ All resolutions contained herein comply with the provisions of the Telecommunications Act of 1996 and are supported by the record in this proceeding.

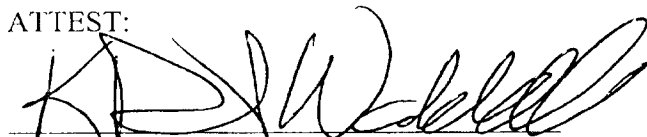
TENNESSEE REGULATORY AUTHORITY,
BY ITS DIRECTORS ACTING AS
ARBITRATORS


Sara Kyle, Chairman


H. Lynn Greer, Jr., Director


Melvin J. Malone, Director

ATTEST:


K. David Waddell, Executive Secretary

⁹⁹ Since the February 6, 2001 deliberations, BellSouth has settled an issue regarding performance measurements and enforcement mechanisms with ITC^DeltaCom Communications, Inc. *See DeltaCom, Joint Motion for the TRA to Approve the Parties Settlement of Petition Issue 1(a)*. Also, BellSouth, MCIMetro Access Services, LLC, and Brooks Fiber Communications of Tennessee, Inc. agreed in a Pre-Arbitration Conference that they would defer a similar issue to the Generic Docket on Performance Measurements (Docket No. 01-00193). Neither Intermedia nor BellSouth have, to date, informed this agency of any similar actions occurring in this Docket. *See In re: Petition of MCI Metro Access Services, LLC, and Brooks Fiber Communications of Tennessee, Inc. for Arbitration of Certain Terms and Conditions of Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996*, Docket No. 00-00309, Transcript of Proceedings, March 20, 2001, p.4.

AWG-4

INTERCONNECTION
AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS INC.
AND
Network Telephone Corporation

Attachment 4
Physical Collocation

BELLSOUTH
PHYSICAL COLLOCATION

1. Scope of Attachment
- 1.1 The rates, terms, and conditions contained within this Attachment shall only apply when Network Telephone Corporation is physically collocated as a sole occupant or as a Host within a Premises location pursuant to this Attachment. This Attachment does not apply to Tennessee Caged Collocation which shall be offered pursuant to Attachment 4 – TN. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter “Premises”). This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.
- 1.2 Right to Occupy. BellSouth shall offer to Network Telephone Corporation collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission (“FCC”). Subject to the rates, terms and conditions of this Attachment where space is available and it is technically feasible, BellSouth will allow Network Telephone Corporation to occupy that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by Network Telephone Corporation and agreed to by BellSouth (hereinafter “Collocation Space”). The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s).
 - 1.2.1 Neither BellSouth nor any of BellSouth’s affiliates may reserve space for future use on more preferential terms than those set forth below.
 - 1.2.1.1 In all states other than Florida, the size specified by Network Telephone Corporation may contemplate a request for space sufficient to accommodate Network Telephone Corporation’s growth within a two-year period.
 - 1.2.1.2 In the state of Florida, the size specified by Network Telephone Corporation may contemplate a request for space sufficient to accommodate Network Telephone Corporation’s growth within an eighteen (18) month period.
- 1.3 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. Network Telephone Corporation will be responsible for any justification of unutilized space within its space, if such justification is required by the appropriate state commission.

- 1.4 Use of Space. Network Telephone Corporation shall use the Collocation Space for the purposes of installing, maintaining and operating Network Telephone Corporation's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements for the provision of telecommunications services. The Collocation Space may be used for any purpose consistent with FCC Rules provided, however, that to the extent such use is not provided for herein, the parties agree to amend the Agreement to include rates, terms, and conditions for such use.
- 1.5 Rates and Charges. Network Telephone Corporation agrees to pay the rates and charges identified in Exhibit A attached hereto.
- 1.6 Due Dates. In all states other than Georgia, if any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter.
- 1.7 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
2. Space Availability Report
- 2.1 Space Availability Report. Upon request from Network Telephone Corporation, BellSouth will provide a written report ("Space Availability Report") specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.
- 2.1.1 The request from Network Telephone Corporation for a Space Availability Report must be written and must include the Premises street address, located in the Local Exchange Routing Guide and Common Language Location Identification ("CLLI") code of the Premises. CLLI code information is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties, but BellSouth shall use best efforts to respond within 30 days. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify Network Telephone Corporation and inform Network Telephone Corporation of the time frame under which it can respond. In Mississippi, the above intervals shall be in business days.

3. Collocation Options

3.1 Cageless. BellSouth shall allow Network Telephone Corporation to collocate Network Telephone Corporation's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Network Telephone Corporation to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single bay increments. Except where Network Telephone Corporation's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Network Telephone Corporation must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.

3.1.1 At Network Telephone Corporation's expense, Network Telephone Corporation may arrange with a contractor certified by BellSouth ("Certified Contractor") to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation provided that such guidelines are reasonable, nondiscriminatory, and consistent with applicable laws, rules, and orders. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, Network Telephone Corporation and Network Telephone Corporation's Certified Contractor must comply with such applicable and enforceable building code requirements to the same extent BellSouth complies with such building code requirements. Network Telephone Corporation's Certified Contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with Network Telephone Corporation and provide, at Network Telephone Corporation's expense, the documentation, including architectural drawings, necessary for Network Telephone Corporation to obtain the zoning, permits and/or other licenses. Network Telephone Corporation's Certified Contractor shall bill Network Telephone Corporation directly for all work performed for Network Telephone Corporation pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Network Telephone Corporation's Certified Contractor. Network Telephone Corporation must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Network Telephone Corporation's locked enclosure prior to notifying Network Telephone Corporation. Upon request, BellSouth shall construct the enclosure for Network Telephone Corporation.

3.1.2 BellSouth has the right to review Network Telephone Corporation's plans and specifications prior to allowing construction to start. BellSouth has the right to inspect the enclosure after construction to make sure it is designed and constructed according to BellSouth's guidelines and to require Network Telephone Corporation to

remove or correct at Network Telephone Corporation's cost any structure that does not meet these standards.

- 3.2 Shared (Subleased) Caged Collocation. Network Telephone Corporation may allow other telecommunications carriers to share Network Telephone Corporation's caged collocation arrangement pursuant to terms and conditions agreed to by Network Telephone Corporation ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. Network Telephone Corporation shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days (in Mississippi, ten (10) business days) of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Network Telephone Corporation that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and Network Telephone Corporation.
- 3.2.1 Network Telephone Corporation, as the Host shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide Network Telephone Corporation with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In all states other than Florida, and in addition to the foregoing, Network Telephone Corporation shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest application shall require the assessment of a Subsequent Application Fee, as set forth in Exhibit A, if this Application is not the initial Application made for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.
- 3.2.2 Network Telephone Corporation shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Network Telephone Corporation's Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.3 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property where physical collocation space within the Premises is legitimately exhausted, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property. The Adjacent Arrangement shall be constructed or procured by Network Telephone Corporation and

in conformance with BellSouth's design and construction specifications. Further, Network Telephone Corporation shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.

- 3.3.1 Should Network Telephone Corporation elect such option, Network Telephone Corporation must arrange with a Certified Contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, Network Telephone Corporation and Network Telephone Corporation's Certified Contractor must comply with the more stringent local building code requirements. Network Telephone Corporation's Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Network Telephone Corporation's Certified Contractor shall bill Network Telephone Corporation directly for all work performed for Network Telephone Corporation pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Network Telephone Corporation's Certified Contractor. Network Telephone Corporation must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Network Telephone Corporation's locked enclosure prior to notifying Network Telephone Corporation.
- 3.3.2 BellSouth has the right to review Network Telephone Corporation's plans and specifications prior to allowing construction to start. BellSouth has the right to inspect the enclosure after construction to make sure it is designed and constructed according to BellSouth's guidelines and to require Network Telephone Corporation to remove or correct at Network Telephone Corporation's cost any structure that does not meet these standards.
- 3.3.3 Network Telephone Corporation shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At Network Telephone Corporation's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. Network Telephone Corporation's Certified Contractor shall be responsible, at Network Telephone Corporation's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.
- 3.3.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.

4. Occupancy

4.1 Occupancy. BellSouth will notify Network Telephone Corporation in writing that the Collocation Space is ready for occupancy ("Space Ready Date"). Network Telephone Corporation must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, Network Telephone Corporation's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, Network Telephone Corporation may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate Network Telephone Corporation's right to occupy the Collocation Space in the event Network Telephone Corporation fails to comply with any provision of this Agreement.

4.2.1 Upon termination of occupancy, Network Telephone Corporation at its expense shall remove its equipment and other property from the Collocation Space. Network Telephone Corporation shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of Network Telephone Corporation's Guests, unless CLEC's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. Network Telephone Corporation shall continue payment of monthly fees to BellSouth until such date as Network Telephone Corporation, and if applicable Network Telephone Corporation's Guest, has fully vacated the Collocation Space. Should Network Telephone Corporation or Network Telephone Corporation's Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of Network Telephone Corporation or Network Telephone Corporation's Guest at Network Telephone Corporation's expense and with no liability for damage or injury to Network Telephone Corporation or Network Telephone Corporation's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of Network Telephone Corporation's right to occupy Collocation Space, Network Telephone Corporation shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by Network Telephone Corporation except for ordinary wear and tear, unless otherwise agreed to by the Parties. Network Telephone Corporation or Network Telephone Corporation's BellSouth Certified Vendor shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's guidelines and specifications including but not limited to Central Office Record Drawings, ERMA, TIRKS, LFACS, LMOS, COSMOS, and TEOSPS DSX Records. Network Telephone Corporation shall be responsible for the cost of removing any enclosure,

together with all support structures (e.g., racking, conduits, etc.), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Collocation Space

- 5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services. Whenever BellSouth objects to collocation of equipment by Network Telephone for the purposes within the scope of Section 251(c)(6) of the Act, BellSouth shall prove to the state commission that the equipment will not be actually used by Network Telephone for the purpose of obtaining interconnection or access to unbundled network elements.

BellSouth may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that BellSouth applies to its own equipment.

If BellSouth denies collocation of Network Telephone's equipment, citing safety standards, BellSouth must provide Network Telephone within five (5) business days of the denial, a list of all equipment that BellSouth collocated within the central office premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standards that BellSouth contends Network Telephone's equipment fails to meet.

Equipment used for interconnection and access to unbundled network elements includes, but is not limited to: (1) Transmission equipment including, but not limited to, optical terminating equipment and multiplexers, (2) Equipment being collocated to terminate basic transmission facilities pursuant to §§ 64.1410 and 64.1402 of Title 47 of the Code of Federal Regulations as of August 1, 1996, and (3) Digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, and remote switching modules.

- 5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on Network Telephone Corporation's failure to comply with this section.
- 5.1.2 Network Telephone Corporation shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity

of the transmission equipment physically installed in the arrangement. The total capacity of the transmission equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. Collocated cross-connect devices are not considered transmission equipment. If full network termination capacity of the transmission equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that Network Telephone Corporation submits an application for terminations that exceed the total capacity of the collocated equipment, Network Telephone Corporation will be informed of the discrepancy and will be required to submit a revision to the application.

- 5.2 Network Telephone Corporation shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises.
- 5.3 Network Telephone Corporation shall place a plaque or other identification affixed to Network Telephone Corporation's equipment necessary to identify Network Telephone Corporation's equipment, including a list of emergency contacts with telephone numbers.
- 5.4 Entrance Facilities. Network Telephone Corporation may elect to place Network Telephone Corporation-owned or Network Telephone Corporation-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. Network Telephone Corporation will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. Network Telephone Corporation will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth, which will extend from the splice location to Network Telephone Corporation's equipment in the Collocation Space. In the event Network Telephone Corporation utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Network Telephone Corporation must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Network Telephone Corporation is responsible for maintenance of the entrance facilities. At Network Telephone Corporation's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point.
- 5.4.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide Network Telephone Corporation with information regarding BellSouth's capacity to accommodate dual entrance facilities. If

conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to Network Telephone Corporation's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

- 5.4.2 Shared Use. Network Telephone Corporation may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to Network Telephone Corporation's collocation arrangement within the same BellSouth Premises. BellSouth shall allow the splice, provided that the fiber is non-working fiber. Network Telephone Corporation must arrange with BellSouth for BellSouth to splice the Network Telephone Corporation provided riser cable to the spare capacity on the entrance facility. The rates set forth in Exhibit A will apply.
- 5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between Network Telephone Corporation's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. Network Telephone Corporation shall be responsible for providing, and a supplier certified by BellSouth ("Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. Network Telephone Corporation or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At Network Telephone Corporation's option and expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. Network Telephone Corporation must make arrangements with a Certified Supplier for such placement.
- 5.6 Network Telephone Corporation's Equipment and Facilities. Network Telephone Corporation, or if required by this Attachment, Network Telephone Corporation's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Network Telephone Corporation which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections. Network Telephone Corporation and its selected Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.

- 5.7 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to Network Telephone Corporation at least 48 hours before access to the Collocation Space is required. Network Telephone Corporation may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Network Telephone Corporation will not bear any of the expense associated with this work.
- 5.8 Access. Pursuant to Section 11, Network Telephone Corporation shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Network Telephone Corporation agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of Network Telephone Corporation or Network Telephone Corporation's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by Network Telephone Corporation and returned to BellSouth Access Management within 15 calendar days of Network Telephone Corporation's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. Network Telephone Corporation agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Network Telephone Corporation employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Network Telephone Corporation or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.
- 5.8.1 BellSouth will permit one accompanied site visit to Network Telephone Corporation's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to Network Telephone Corporation. Network Telephone Corporation must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date Network Telephone Corporation desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, Network Telephone Corporation may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event Network Telephone Corporation desires access to the Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit Network Telephone Corporation to access the Collocation Space accompanied by a security escort at Network Telephone Corporation's expense. Network Telephone Corporation must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.9 Lost or Stolen Access Keys. Network Telephone Corporation shall notify BellSouth in writing within 24 hours of becoming aware in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a

card as a result of a lost Access Key(s) or for failure to return an Access Key(s), Network Telephone Corporation shall pay for all reasonable costs associated with the re-keying or deactivating the card.

5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Network Telephone Corporation shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Network Telephone Corporation violates the provisions of this paragraph, BellSouth shall give written notice to Network Telephone Corporation, which notice shall direct Network Telephone Corporation to cure the violation within forty-eight (48) hours of Network Telephone Corporation's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.

5.10.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Network Telephone Corporation fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Network Telephone Corporation's equipment. BellSouth will endeavor, but is not required, to provide notice to Network Telephone Corporation prior to taking such action and shall have no liability to Network Telephone Corporation for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.10.2 For purposes of this Section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Network Telephone Corporation fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Network Telephone Corporation or, if subsequently necessary, the relevant Commission, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Network Telephone Corporation

shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

- 5.11 Personalty and its Removal. Facilities and equipment placed by Network Telephone Corporation in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by Network Telephone Corporation at any time. Any damage caused to the Collocation Space by Network Telephone Corporation's employees, agents or representatives during the removal of such property shall be promptly repaired by Network Telephone Corporation at its expense.
- 5.12 Alterations. In no case shall Network Telephone Corporation or any person acting on behalf of Network Telephone Corporation make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Network Telephone Corporation. Any such material rearrangement, modification, improvement, addition, or other alteration shall require a Subsequent Application and Subsequent Application Fee.
- 5.13 Janitorial Service. Network Telephone Corporation shall be responsible for the general upkeep of the Collocation Space. Network Telephone Corporation shall arrange directly with a BellSouth Certified Contractor for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such contractors on a site-specific basis upon request.
6. Ordering and Preparation of Collocation Space
- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to Network Telephone Corporation that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.
- 6.2 Initial Application. For Network Telephone Corporation or Network Telephone Corporation's Guest(s) initial equipment placement, Network Telephone Corporation shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). The Application is Bona Fide when it is complete and accurate,

meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply.

6.3 Subsequent Application. In the event Network Telephone Corporation or Network Telephone Corporation's Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, Network Telephone Corporation shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by Network Telephone Corporation in the Application. Such necessary modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

6.3.1 Subsequent Application Fee. The application fee paid by Network Telephone Corporation for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application fee will be required. The fee for a Subsequent Application where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. If the modification requires capital expenditure assessment, a full Application Fee shall apply. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.

6.4 Space Availability Notification.

6.4.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days (In Mississippi, ten (10) business days) as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. With the exception of Georgia, this interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify Network Telephone Corporation of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by Network Telephone Corporation, or differently configured, Network Telephone Corporation must resubmit its Application to reflect the actual space available.

6.4.2 BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an Application Fee will be assessed. When BellSouth's Application Response includes an amount of space less than that

requested by Network Telephone Corporation or differently configured, Network Telephone Corporation must amend its Application to reflect the actual space available prior to submitting Bona Fide Firm Order.

- 6.4.3 BellSouth will respond to a Louisiana Application within ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications, it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify Network Telephone Corporation of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by Network Telephone Corporation or differently configured, Network Telephone Corporation must resubmit its Application to reflect the actual space available. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide.
- 6.5 Denial of Application. If BellSouth notifies Network Telephone Corporation that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying Network Telephone Corporation that BellSouth has no available space in the requested Premises, BellSouth will allow Network Telephone Corporation, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application. In Mississippi, the above intervals shall be in business days.
- 6.6 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Network Telephone Corporation to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.7 Waiting List. On a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.7.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly

known that the Premises is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available. A CLEC that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.

- 6.7.2 When space becomes available, Network Telephone Corporation must submit an updated, complete, and correct Application to BellSouth within 30 calendar days (in Mississippi, 30 business days) of such notification. If Network Telephone Corporation has originally requested caged collocation space and cageless collocation space becomes available, Network Telephone Corporation may refuse such space and notify BellSouth in writing within that time that Network Telephone Corporation wants to maintain its place on the waiting list without accepting such space. Network Telephone Corporation may accept an amount of space less than its original request by submitting an Application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If Network Telephone Corporation does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove Network Telephone Corporation from the waiting list. Upon request, BellSouth will advise Network Telephone Corporation as to its position on the list.
- 6.8 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days (in Mississippi, 10 business days) of the Denial of Application due to Space Exhaust. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list.
- 6.9 Application Response.
- 6.9.1 In Alabama, Kentucky, North Carolina, and Tennessee, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within twenty-three (23) business days of the receipt of a Bona Fide Application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.9.2 Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration

of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications one (1) to five (5); within thirty-six (36) calendar days for Bona Fide Applications six (6) to ten (10); within forty-two (42) calendar days for Bona Fide Applications eleven (11) to fifteen (15). Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of fifteen (15) must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

- 6.9.3 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide Application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including sufficient information to enable Network Telephone Corporation to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When Network Telephone Corporation submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.
- 6.9.4 In Georgia, when space has been determined to be available for caged or cageless arrangements, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.9.5 In Mississippi, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) business days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When multiple applications are submitted in a state within a fifteen (15) business day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) business days for Bona Fide Applications one (1) to five (5); within thirty-six (36) business days for Bona Fide Applications six (6) to ten (10); within forty-two (42) business days for Bona Fide Applications eleven (11) to fifteen (15). Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of fifteen (15) must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

- 6.9.6 In Louisiana, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days for one (1) to ten (10) Applications; thirty-five (35) calendar days for eleven (11) to twenty (20) Applications; and for requests of more than twenty (20) Application it is increased by five (5) calendar days for every five (5) Applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.10 Application Modifications.
- 6.10.1 If a modification or revision is made to any information in the Bona Fide Application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Network Telephone Corporation or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application with respect to response and provisioning intervals and BellSouth may charge Network Telephone Corporation an application fee. Where the Application Modification does not require assessment for provisioning or construction work by BellSouth, no application fee will be required. The fee for an Application Modification where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. Major changes such as requesting additional space or adding equipment may require Network Telephone Corporation to submit the Application with an Application Fee.
- 6.11 Bona Fide Firm Order.
- 6.11.1 In Alabama, Kentucky, North Carolina, and Tennessee, Network Telephone Corporation shall indicate its intent to proceed with equipment installation in a Company Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to the Company. A Firm Order shall be considered Bona Fide when Network Telephone Corporation has completed the Application/Inquiry process described in Section 6.2, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by the Company. The Bona Fide Firm Order must be received by the Company no later than five (5) business days after the Company's Application Response to Network Telephone Corporation's Bona Fide Application.
- 6.11.2 Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. Network Telephone Corporation shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Firm Order to BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Network Telephone Corporation's Bona Fide Application or the Application will expire.

- 6.11.3 In Mississippi, Network Telephone Corporation shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Firm Order to BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) business days after BellSouth's Application Response to Network Telephone Corporation's Bona Fide Application or the Application will expire.
- 6.11.4 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of Network Telephone Corporation's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals

- 7.1.1 In Alabama (Caged Only), Kentucky, North Carolina and Tennessee, the Company will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, the Company will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major Company equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event Network Telephone Corporation submits a forecast as described in the following section three (3) months or more prior to the application date, the above intervals shall apply. In the event Network Telephone Corporation submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event Network Telephone Corporation submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. The Company will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with Network Telephone Corporation at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc.), conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an Application.
- 7.1.1.1 To be considered a timely and accurate forecast, Network Telephone Corporation must submit to the Company the CLEC Forecast Form, as set forth in Exhibit D

attached hereto, containing the following information: Central Office/Serving Wire Center CLLI, number of Caged square feet and/or Cageless bays, number of DS0, DS1, DS3 frame terminations, number of fused amps and planned application date.

- 7.1.2 In Alabama, BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.3 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and Network Telephone Corporation cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the Bona Fide Firm Order for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.
- 7.1.4 In Georgia, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

- 7.1.5 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order for an initial request, and within sixty (60) calendar days for an Augmentation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within one hundred twenty (120) calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.6 In Mississippi, excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of one hundred twenty (120) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within one hundred eighty (180) calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.7 In South Carolina, BellSouth will complete the construction and provisioning activities for cageless and caged collocation arrangements as soon as possible, but no later than ninety (90) calendar days from receipt of a bona fide firm order. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.2 Joint Planning. Joint planning between BellSouth and Network Telephone Corporation will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to Network Telephone Corporation during joint planning.

- 7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.4 Acceptance Walk Through. Network Telephone Corporation will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within thirty (30) days of BellSouth's notifying Network Telephone Corporation that the collocation space is ready for occupancy. In the event that Network Telephone Corporation fails to complete an acceptance walkthrough within this thirty (30) day interval, the Collocation Space shall be deemed accepted by Network Telephone Corporation. BellSouth will correct any deviations to Network Telephone Corporation's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 7.5 Use of BellSouth Certified Supplier. Network Telephone Corporation shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. Network Telephone Corporation and Network Telephone Corporation's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, Network Telephone Corporation must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide Network Telephone Corporation with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Network Telephone Corporation's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Network Telephone Corporation upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill Network Telephone Corporation directly for all work performed for Network Telephone Corporation pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying Network Telephone Corporation or any supplier proposed by Network Telephone Corporation. All work performed by or for Network Telephone Corporation shall conform to generally accepted industry guidelines and standards.
- 7.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. Network Telephone Corporation shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Network Telephone Corporation's Collocation Space. Upon request, BellSouth will provide Network Telephone Corporation with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Network Telephone Corporation. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.
- 7.7 Virtual to Physical Collocation Relocation. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and physical collocation space has subsequently become available, Network Telephone

Corporation may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by Network Telephone Corporation, such information will be provided to Network Telephone Corporation in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to Network Telephone Corporation within 180 calendar days of BellSouth's written denial of Network Telephone Corporation's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Network Telephone Corporation was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then Network Telephone Corporation may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. Network Telephone Corporation must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

- 7.8 Cancellation. If, at anytime prior to space acceptance, Network Telephone Corporation cancels its order for the Collocation Space(s) ("Cancellation"), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun. In Georgia, if Network Telephone Corporation cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill Network Telephone Corporation for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.
- 7.9 Licenses. Network Telephone Corporation, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.
- 7.10 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.
- 7.11 The intervals as set forth above are as depicted in Exhibit C of this Attachment.
8. Rates and Charges
- 8.1 BellSouth shall assess an Application Fee via a service order which shall be issued at the time BellSouth responds that space is available pursuant to Section 2. Payment of said Application Fee will be due as dictated by Network Telephone Corporation's current billing cycle and is non-refundable.

8.2 Space Preparation

- 8.2.1 Recurring Charges. The recurring charges for space preparation begin on the Space Ready Date or the day Network Telephone Corporation occupies the collocation space, whichever occurs first.
- 8.2.2 Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. Network Telephone Corporation shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Network Telephone Corporation opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Network Telephone Corporation as prescribed in this Section 8.
- 8.2.3 Space Preparation Fee (Florida). Space preparation fees include a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. Network Telephone Corporation shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Network Telephone Corporation opts for cageless space, space preparation fees will be assessed based on the total floor space dedicated to Network Telephone Corporation as prescribed in this Section 8.
- 8.2.4 Space Preparation Fee (Georgia). In Georgia, the Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, power, building and support systems. This is a set fee of \$100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. In the event Network Telephone Corporation opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Network Telephone Corporation as prescribed in this Section 8 and will be billed based upon Network Telephone Corporation's first billing cycle after Firm Order.
- 8.2.5 Space Preparation Fee (North Carolina). In North Carolina, space preparation fees consist of monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot; Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and Power, assessed per the nominal -48V DC ampere requirements specified by Network

Telephone Corporation on the Bona Fide Application. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Network Telephone Corporation opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Network Telephone Corporation as described in this Section 8.

- 8.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.
- 8.4 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not recover any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, Network Telephone Corporation shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Network Telephone Corporation shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event Network Telephone Corporation's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Network Telephone Corporation shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges begin on the Space Ready Date, or on the date Network Telephone Corporation first occupies the Collocation Space, whichever is sooner.
- 8.5 Power. BellSouth shall make available -48 Volt (-48V) DC power for Network Telephone Corporation's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay ("BDFB") at Network Telephone Corporation's option within the Premises.
- 8.5.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to Network Telephone Corporation's equipment or space enclosure. Recurring power charges begin on the Space Ready Date, or on the date Network Telephone Corporation first occupies the Collocation Space, whichever is sooner. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by Network Telephone Corporation's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by Network Telephone Corporation's BellSouth Certified power Supplier. Network Telephone Corporation is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to Network Telephone Corporation's equipment. Determination of the BellSouth BDFB or

BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by Network Telephone Corporation must provide BellSouth a copy of the engineering power specification prior to the day on which Network Telephone Corporation's equipment becomes operational.. BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and Network Telephone Corporation's arrangement area. Network Telephone Corporation shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within Network Telephone Corporation's arrangement; power cable feeds; terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. Network Telephone Corporation shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia (BellCore) and ANSI Standards regarding power cabling.

- 8.5.2 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, Network Telephone Corporation has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Supplier who shall comply with BellSouth's guidelines and specifications. Where the addition of Network Telephone Corporation's dedicated power plant results in construction of a new power plant room, upon termination of Network Telephone Corporation's right to occupy collocation space at such site, Network Telephone Corporation shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.
- 8.5.3 If Network Telephone Corporation elects to install its own DC Power Plant, BellSouth shall provide AC power to feed Network Telephone Corporation's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by Network Telephone Corporation's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Network Telephone Corporation's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit A. AC power voltage and phase ratings shall be determined on a per location basis. At Network Telephone Corporation's option, Network Telephone Corporation may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.6 Security Escort. A security escort will be required whenever Network Telephone Corporation or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit A beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the

scheduled time for such an escort and Network Telephone Corporation shall pay for such half-hour charges in the event Network Telephone Corporation fails to show up.

- 8.7 Cable Record charges. These charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.
- 8.8 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by an effective order, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, Network Telephone Corporation shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to Network Telephone Corporation. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.
- 8.9 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due thirty (30) calendar days after receipt of the bill (payment due date). Network Telephone Corporation will pay a late payment charge of the lesser of one and one half percent or the legal interest rate assessed monthly on any balance which remains unpaid after the payment due date.
9. Insurance
- 9.1 Network Telephone Corporation shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 9 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.
- 9.2 Network Telephone Corporation shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,0000.00) each accident, one hundred thousand dollars (\$100,0000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Network Telephone Corporation's real and personal property situated on or within BellSouth's Central Office location(s).
- 9.2.4 Network Telephone Corporation may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to Network Telephone Corporation to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by Network Telephone Corporation shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all Network Telephone Corporation's property has been removed from BellSouth's Premises, whichever period is longer. If Network Telephone Corporation fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Network Telephone Corporation.
- 9.5 Network Telephone Corporation shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Network Telephone Corporation shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Network Telephone Corporation's insurance company. Network Telephone Corporation shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375
- 9.6 Network Telephone Corporation must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

- 9.7 Self-Insurance. If Network Telephone Corporation's net worth exceeds five hundred million dollars (\$500,000,000), Network Telephone Corporation may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. Network Telephone Corporation shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Network Telephone Corporation in the event that self-insurance status is not granted to Network Telephone Corporation. If BellSouth approves Network Telephone Corporation for self-insurance, Network Telephone Corporation shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Network Telephone Corporation's corporate officers. The ability to self-insure shall continue so long as the Network Telephone Corporation meets all of the requirements of this Section. If the Network Telephone Corporation subsequently no longer satisfies this Section, Network Telephone Corporation is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2.
- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to Network Telephone Corporation to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Liens

- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or Network Telephone Corporation), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

- 11.1 BellSouth may conduct an inspection of Network Telephone Corporation's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Network Telephone Corporation's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Network Telephone Corporation adds equipment and

may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Network Telephone Corporation with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 Network Telephone Corporation will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Network Telephone Corporation employee being considered for work on the BellSouth Premises, for the states/counties where the Network Telephone Corporation employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. Network Telephone Corporation shall not be required to perform this investigation if an affiliated company of Network Telephone Corporation has performed an investigation of the Network Telephone Corporation employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Network Telephone Corporation has performed a pre-employment statewide investigation of criminal history records of the Network Telephone Corporation employee for the states/counties where the Network Telephone Corporation employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 Network Telephone Corporation shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the Network Telephone Corporation name. BellSouth reserves the right to remove from its premises any employee of Network Telephone Corporation not possessing identification issued by Network Telephone Corporation or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Network Telephone Corporation shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. Network Telephone Corporation shall be solely responsible for ensuring that any Guest of Network Telephone Corporation is in compliance with all subsections of this Section 12.
- 12.3 Network Telephone Corporation will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.4 Network Telephone Corporation shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Network Telephone Corporation shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to

refuse building access to any Network Telephone Corporation personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Network Telephone Corporation chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Network Telephone Corporation may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

- 12.4.1 Network Telephone Corporation shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 Network Telephone Corporation shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each Network Telephone Corporation employee requiring access to a BellSouth Premises pursuant to this Attachment, Network Telephone Corporation shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, Network Telephone Corporation will disclose the nature of the convictions to BellSouth at that time. In the alternative, Network Telephone Corporation may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.6 At BellSouth's request, Network Telephone Corporation shall promptly remove from BellSouth's Premises any employee of Network Telephone Corporation BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of Network Telephone Corporation is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Notification to BellSouth. BellSouth reserves the right to interview Network Telephone Corporation's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to Network Telephone Corporation's Security contact of such interview. Network Telephone Corporation and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Network Telephone Corporation's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill

Network Telephone Corporation for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Network Telephone Corporation's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Network Telephone Corporation for BellSouth property which is stolen or damaged where an investigation determines the culpability of Network Telephone Corporation's employees, agents, or contractors and where Network Telephone Corporation agrees, in good faith, with the results of such investigation. Network Telephone Corporation shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this section. Network Telephone Corporation shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

12.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Collocation Space

13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Network Telephone Corporation's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Network Telephone Corporation's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to Network Telephone Corporation, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be

subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Network Telephone Corporation may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Network Telephone Corporation's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Network Telephone Corporation. Where allowed and where practical, Network Telephone Corporation may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Network Telephone Corporation shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Network Telephone Corporation's permitted use, until such Collocation Space is fully repaired and restored and Network Telephone Corporation's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where Network Telephone Corporation has placed an Adjacent Arrangement pursuant to Section 3, Network Telephone Corporation shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

14. Eminent Domain

- 14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and Network Telephone Corporation shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

15. Nonexclusivity

- 15.1 Network Telephone Corporation understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

**Exhibit A: BELLSOUTH/Network Telephone Corporation RATES – ALABAMA
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|--|-----------------------|---------------------|--------------------------|
| PE1BA | Application Fee | Per request | NA | \$3,760.00 |
| PE1CA | Subsequent Application Fee | Per request | NA | \$3,134.00 Minimum |
| PE1SJ | Space Preparation Fees | | | \$1,211.00 |
| PE1SK | Firm Order Processing* | Per sq. ft. | \$2.24 | |
| PE1SL | Central Office Modifications* | Per sq. ft. | \$3.01 | |
| PE1SM | Common Systems Modifications – Cageless* | | | |
| | Common Systems Modifications – Caged* | Per cage | \$102.16 | |
| PE1BW | Space Enclosure (100 sq. ft. minimum) | Per first 100 sq. ft. | \$178.65 | NA |
| PE1CW | Welded Wire-mesh | Per add'l 50 sq. ft. | \$17.52 | NA |
| PE1PJ | Floor Space | Per sq. ft. | \$3.68 | NA |
| PE1BD | Cable Installation | Per cable | NA | \$1,751.00 |
| PE1PM | Cable Support Structure | Per entrance cable | \$19.67 | NA |
| PE1PL | Power | | | |
| PE1FB | -48V DC Power* | Per amp | \$9.00 | NA |
| PE1FD | 120V AC Power single phase* | Per breaker amp | \$5.63 | - |
| PE1FE | 240V AC Power single phase* | Per breaker amp | \$11.26 | - |
| PE1FG | 120V AC Power three phase* | Per breaker amp | \$16.89 | - |
| | 277 AC Power three phase* | Per breaker amp | \$38.99 | - |
| PE1P2 | Cross Connects | Per cross connect | | First/Add'l |
| PE1P4 | 2-wire | | \$0.031 | \$33.68/\$31.79 |
| | 4-wire | | \$0.062 | \$33.63/\$31.67 |

| ALABAMA (continued) | | | | |
|---------------------|--|------------------------|---------------------|--------------------------|
| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
| PE1P1 | DS-1 | | \$1.28 | \$52.93/\$39.87 |
| PE1P3 | DS-3 | | \$16.27 | \$51.99/\$38.59 |
| PE1F2 | 2-fiber | | \$3.23 | \$52.00/\$38.60 |
| PE1F4 | 4-fiber | | \$5.73 | \$64.54/\$51.14 |
| PE1AX | Security Access System Security System* | Per central office | \$52.27 | |
| PE1A1 | New Access Card Activation* | Per card | \$.059 | \$55.57 |
| PE1AA | Administrative change, existing card* | Per card | | \$15.58 |
| PE1AR | Replace lost or stolen card* | Per card | | \$45.56 |
| PE1AK | Initial Key | Per key | NA | \$26.19 |
| PE1AL | Replace lost or stolen key | Per key | NA | \$26.19 |
| PE1SR | Space Availability Report* | Per premises requested | | \$2,150.00 |
| PE1PE | POT Bay Arrangements <i>Prior to 6/1/99</i> 2-Wire Cross-Connect | Per cross connect | \$0.08 | NA |
| PE1PF | 4-Wire Cross-Connect | | \$0.17 | NA |
| PE1PG | DS1 Cross-Connect | | \$0.69 | NA |
| PE1PH | DS3 Cross-Connect | | \$4.74 | NA |
| PE1B2 | 2-Fiber Cross-Connect | | \$32.02 | NA |
| PE1B4 | 4-Fiber Cross-Connect | | \$40.48 | NA |
| PE1CR | Cable Records ¹ | | | Note 2 |
| PE1CD | Cable Records | Per request | NA | Initial/Subsequent |
| PE1CO | VG/DS0 Cable | Per cable record | NA | \$1708/\$1166 |
| PE1C1 | VG/DS0 Cable | Per each 100 pair | NA | \$923.51/\$923.51 |
| PE1C3 | DS1 | Per T1TIE | NA | \$18.02/\$18.02 |
| PE1CB | DS3 | Per T3TIE | NA | \$8.44/\$8.44 |
| | Fiber Cable | Per cable record | NA | \$29.53/\$29.53 |
| | | | | \$278.95/\$278.95 |

| ALABAMA (continued) | | | | |
|---------------------|--------------------------|---------------------------|---------------------|--------------------------|
| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
| | Security Escort | Per half hr/add'l half hr | | |
| PE1BT | Basic Time | | NA | \$33.85/\$21.45 |
| PE1OT | Overtime | | NA | \$44.09/\$27.71 |
| PE1PT | Premium Time | | NA | \$54.33/\$33.96 |

Note(s):

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

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

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

Exhibit A: BELLSOUTH/Network Telephone Corporation RATES – FLORIDA
PHYSICAL COLLOCATION

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|---|-----------------------|---------------------|--------------------------|
| PE1BA | Application Fee | Per request | | \$3,791.00 |
| PE1CA | Subsequent Application Fee | Per request | NA | \$3,160.00 |
| PE1SJ | Space Preparation Fees | | | |
| PE1SK | Firm Order Processing | Per sq. ft. | \$2.58 | \$1,211.00 |
| PE1SL | Central Office Modifications | Per sq. ft. | \$2.96 | |
| PE1SM | Common Systems Modifications – Cageless | | | |
| | Common Systems Modifications – Caged | Per cage | \$100.66 | |
| PE1BW | Space Enclosure (100 sq. ft. minimum) | Per first 100 sq. ft. | \$205.93 | NA |
| PE1CW | Wire Cage | Per add'l 50 sq. ft. | \$20.20 | NA |
| PE1PJ | Floor Space | Per sq. ft. | \$6.57 | NA |
| PE1BD | Cable Installation | Per cable | | \$1,826.00 |
| PE1PM | Cable Support Structure | | \$21.66 | NA |
| PE1PL | Power | | | |
| | -48V DC Power | Per amp | \$8.86 | NA |
| PE1FB | 120V AC Power single phase | Per breaker amp | \$5.62 | - |
| PE1FD | 240V AC Power single phase | Per breaker amp | \$11.26 | - |
| PE1FE | 120V AC Power three phase | Per breaker amp | \$16.88 | - |
| PE1FG | 277 AC Power three phase | Per breaker amp | \$38.98 | - |
| | Cross Connects | | | First/Add'l |
| | 2-wire | Per cross connect | \$.074 | \$34.53/\$32.51 |
| | 4-wire | Per cross connect | \$.148 | \$34.54/\$32.53 |
| | DS1 | Per cross connect | \$1.29 | \$54.15/\$40.94 |
| | 2-fiber | Per cross connect | \$2.96 | \$53.28/\$39.66 |
| | 4-fiber | Per cross connect | \$5.66 | \$66.08/\$52.47 |

| FLORIDA (continued) | | | | |
|---------------------|--------------------------------------|------------------------|---------------------|------------------------------|
| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
| PE1A1 | New Access Card Activation | Per card | \$.06 | \$56.03 |
| PE1AA | Administrative change, existing card | Per card | | \$15.71 |
| PE1AR | Replace lost or stolen card | Per card | | \$45.93 |
| PE1AL | Replace lost or stolen key | Per key | NA | \$26.41 |
| PE1SR | Space Availability Report | Per premises requested | | \$2,168.00 |
| | POT Bay (Note 1) | | NA | NA |
| | Cable Records ² | | | Note 3 initial/subsequent |
| PE1CR | Cable Records | Per request | NA | \$1709/\$1166 |
| PE1CD | VG/DS0 Cable | Per cable record | NA | \$923.86/\$923.86 |
| PE1CO | VG/DS0 Cable | Per each 100 pair | NA | \$18.03/\$18.03 |
| PE1C1 | DS1 | Per T1TIE | NA | \$8.44/\$8.44 |
| PE1C3 | DS3 | Per T3TIE | NA | \$29.54/\$29.54 |
| PE1CB | Fiber Cable | Per cable record | NA | \$279.05/\$279.05 |
| PE1BQ | Security Escort Basic Time | Per ¼ hour | NA | \$10.89 |
| PE1OQ | Overtime | | NA | \$13.64 |
| PE1PQ | Premium Time | | NA | \$16.40 |

Note(s):

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

(1) POT Bays : BellSouth's Florida specific rates were established in the Florida Public Service Commission Docket No. 960833. The Commission did not set permanent rates for POT Bays, given the assumption by the Parties to the Proceeding that they will always provide their own POT Bays. It will be necessary for Network Telephone Corporation to provide its own POT Bays per BellSouth specifications and provide the necessary information from which BellSouth can inventory.

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

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

**Exhibit A: BELLSOUTH/Network Telephone Corporation RATES – GEORGIA
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and subject to true-up

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|---|-----------------------|---------------------|--------------------------------|
| PE1BA | Application Fee | Per request | NA | \$3,755.00 |
| PE1CA | Subsequent Application Fee | Per request | NA | \$3,130.00 Minimum |
| PE1BB | Space Preparation Fee (Note 2) | Per sq. ft. | NA | \$100.00 |
| PE1BW | Space Enclosure (100 sq. ft. minimum) Welded Wire-mesh | Per first 100 sq. ft. | \$187.36 | NA |
| PE1CW | Welded Wire-mesh | Per add'l 50 sq. ft. | \$18.38 | NA |
| PE1PJ | Zone A | Per sq. ft. | \$4.47 | NA |
| PE1PK | Zone B | Per sq. ft. | \$4.47 | NA |
| PE1BD | Cable Installation | Per cable | NA | \$1,693.00 |
| PE1PM | Cable Support Structure | Per entrance cable | \$19.26 | NA |
| PE1PL | Power -48V DC Power | Per amp | \$5.00 | NA |
| PE1FB | 120V AC Power single phase* | Per breaker amp | \$5.52 | - |
| PE1FD | 240V AC Power single phase* | Per breaker amp | \$11.05 | - |
| PE1FE | 120V AC Power three phase* | Per breaker amp | \$16.58 | - |
| PE1FG | 277 AC Power three phase* | Per breaker amp | \$38.27 | - |
| PE1P2 | Cross Connects 2-wire | Per cross connect | \$0.030 | First/Add'l \$33.76/\$31.86 |
| PE1P4 | 4-wire | | \$0.061 | \$33.77/\$31.80 |
| PE1P1 | DS-1 | | \$1.13 | \$53.05/\$39.99 |
| PE1P3 | DS-3 | | \$14.43 | \$52.14/\$38.71 |
| PE1F2 | 2-fiber | | \$2.86 | \$52.14/\$38.72 |
| PE1F4 | 4-fiber | | \$5.08 | \$64.74/\$51.31 |

| GEORGIA (continued) | | | | |
|---------------------|--|-----------------------------|---------------------|------------------------------|
| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
| PE1AX | Security Access System Security System* | Per premises | \$40.00 | |
| PE1A1 | New Access Card Activation* | Per card | \$.058 | \$55.51 |
| PE1AA | Administrative change, existing card* | Per card | | \$15.56 |
| PE1AR | Replace lost or stolen card* | Per card | | \$45.50 |
| PE1AL | Replace lost or stolen key | Per key | NA | \$26.16 |
| PE1SR | Space Availability Report* | Per premises requested | | \$2,148.00 |
| PE1PE | POT Bay Arrangements <i>Prior to 6/1/99</i> 2-Wire Cross-Connect | Per cross-connect | \$0.40 | NA |
| PE1PF | 4-Wire Cross-Connect | | \$1.20 | NA |
| PE1PG | DS1 Cross-Connect | | \$1.20 | NA |
| PE1PH | DS3 Cross-Connect | | \$8.00 | NA |
| PE1B2 | 2 Fiber Cross-Connect | | \$38.79 | NA |
| PE1B4 | 4 Fiber Cross-Connect | | \$52.31 | NA |
| | Cable Records ¹ | | | Note 2 Initial/subsequent |
| PE1CR | Cable Records | Per request | NA | \$1706/\$1164 |
| PE1CD | VG/DS0 Cable | Per cable record | NA | \$922.38/\$922.38 |
| PE1CO | VG/DS0 Cable | Per each 100 pair | NA | \$18.00/\$18.00 |
| PE1C1 | DS1 | Per T1TIE | NA | \$8.43/\$8.43 |
| PE1C3 | DS3 | Per T3TIE | NA | \$29.49/\$29.49 |
| PE1CB | Fiber Cable | Per cable record | NA | \$278.61/\$278.61 |
| | Security Escort | Per half hr./Add'l half hr. | | |
| PE1BT | Basic Time | | NA | \$33.81/\$21.42 |
| PE1OT | Overtime | | NA | \$44.03/\$27.67 |
| PE1PT | Premium Time | | NA | \$54.26/\$33.92 |

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

Note (1) Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

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

**Exhibit A: BELLSOUTH/Network Telephone Corporation RATES – KENTUCKY
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up.

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|--|-----------------------|---------------------|--------------------------------|
| PE1BA | Application Fee | Per request | NA | \$3,761.00 |
| PE1CA | Subsequent Application Fee | Per request | NA | \$3,135.00 Minimum |
| PE1SJ | Space Preparation Fees Firm Order Processing* | | | \$1,202.00 |
| PE1SK | Central Office Modifications* | Per sq. ft. | \$2.38 | |
| PE1SL | Common Systems Modifications – Cageless* | Per sq. ft. | \$3.30 | |
| PE1SM | Common Systems Modifications – Caged* | Per cage | \$112.11 | |
| PE1BW | Space Enclosure (100 sq. ft. minimum) Welded Wire-mesh | Per first 100 sq. ft. | \$189.85 | NA |
| PE1CW | Welded Wire-mesh | Per add'l 50 sq. ft. | \$18.62 | NA |
| PE1PJ | Floor Space | Per sq. ft. | \$8.20 | NA |
| PE1BD | Cable Installation | Per cable | NA | \$1,755.00 |
| PE1PM | Cable Support Structure | Per entrance cable | \$20.14 | NA |
| PE1PL | Power -48V DC Power* | Per amp | \$8.77 | NA |
| PE1FB | 120V AC Power single phase* | Per breaker amp | \$5.58 | - |
| PE1FD | 240V AC Power single phase* | Per breaker amp | \$11.16 | - |
| PE1FE | 120V AC Power three phase* | Per breaker amp | \$16.74 | - |
| PE1FG | 277 AC Power three phase* | Per breaker amp | \$38.65 | - |
| PE1P2 | Cross Connects 2-wire | Per cross connect | \$0.037 | First/Add'l \$33.67/\$31.78 |
| PE1P4 | 4-wire | | \$0.075 | \$33.66/\$31.70 |
| PE1P1 | DS-1 | | \$1.51 | \$52.97/\$39.90 |

| KENTUCKY (continued) | | | | |
|----------------------|--|-----------------------------|---------------------|---|
| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
| PE1P3 | DS-3 | | \$19.15 | \$52.04/\$38.62 |
| PE1F2 | 2-fiber | | \$3.80 | \$52.04/\$38.63 |
| PE1F4 | 4-fiber | | \$6.75 | \$64.59/\$51.18 |
| PE1AX | Security Access System Security System* | Per premises | \$78.11 | |
| PE1A1 | New Access Card Activation | Per card | \$0.059 | \$55.59 |
| PE1AA | Administrative change, existing card | Per card | | \$15.59 |
| PE1AR | Replace lost or stolen card | Per card | | \$45.58 |
| PE1AL | Replace lost or stolen key | Per key | NA | \$26.20 |
| PE1SR | Space Availability Report | Per premises requested | | \$2,151 |
| PE1PE | POT Bay Arrangements <i>Prior to 6/1/99</i> 2-Wire Cross-Connect | Per cross-connect | \$0.06 | NA |
| PE1PF | 4-Wire Cross-Connect | | \$0.15 | NA |
| PE1PG | DS1 Cross-Connect | | \$0.58 | NA |
| PE1PH | DS3 Cross-Connect | | \$4.51 | NA |
| PE1B2 | 2 Fiber Cross-Connect | | \$38.79 | NA |
| PE1B4 | 4 Fiber Cross-Connect | | \$52.31 | NA |
| PE1BT | Security Escort Basic Time | Per half hr./Add'l half hr. | NA | \$33.86/\$21.46 |
| PE1OT | Overtime | | NA | \$44.10/\$27.72 |
| PE1PT | Premium Time | | NA | \$54.35/\$33.97 |
| PE1CR | Cable Records ¹ Cable Records | Per request | NA | Note 2 Initial/subsequent \$1709/1166 |
| PE1CD | VG/DS0 Cable | Per cable record | NA | \$923.83/\$923.83 |
| PE1CO | VG/DS0 Cable | Per each 100 pair | NA | \$18.03/\$18.03 |
| PE1C1 | DS1 | Per T1TIE | NA | \$8.44/\$8.44 |
| PE1C3 | DS3 | Per T3TIE | NA | \$29.54/\$29.54 |
| PE1CB | Fiber Cable | Per cable record | NA | \$279.05/\$279.05 |

Note(s):

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

3Q00: Version 4/18/01

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

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

**Exhibit A: BELLSOUTH/Network Telephone Corporation RATES – LOUISIANA
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up.

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|--|-----------------------|---------------------|--------------------------------|
| PE1BA | Application Fee | Per request | NA | \$3756.00 |
| PE1CA | Subsequent Application Fee | Per request | NA | \$3131.00 Minimum |
| PE1SJ | Space Preparation Fees Firm Order Processing* | | | \$1,200.00 |
| PE1SK | Central Office Modifications* | Per sq. ft. | \$2.60 | |
| PE1SL | Common Systems Modifications – Cageless* | Per sq. ft. | \$3.15 | |
| PE1SM | Common Systems Modifications – Caged* | Per cage | \$105.87 | |
| PE1BW | Space Enclosure (100 sq. ft. minimum) Welded Wire-mesh | Per first 100 sq. ft. | \$207.06 | NA |
| PE1CW | Welded Wire-mesh | Per add'l 50 sq. ft. | \$20.31 | NA |
| PE1PJ | Floor Space | Per sq. ft. | \$5.94 | NA |
| PE1BD | Cable Installation | Per cable | NA | \$1,753.00 |
| PE1PM | Cable Support Structure | Per entrance cable | \$21.16 | NA |
| PE1PL | Power -48V DC Power* | Per amp | \$9.20 | NA |
| PE1FB | 120V AC Power single phase* | Per breaker amp | \$5.66 | - |
| PE1FD | 240V AC Power single phase* | Per breaker amp | \$11.34 | - |
| PE1FE | 120V AC Power three phase* | Per breaker amp | \$17.00 | - |
| PE1FG | 277 AC Power three phase* | Per breaker amp | \$39.26 | - |
| PE1P2 | Cross Connects 2-wire | Per cross connect | \$0.036 | First/Add'l \$33.61/\$31.76 |
| PE1P4 | 4-wire | | \$0.073 | \$33.53/\$31.58 |
| PE1P1 | DS-1 | | \$1.20 | \$52.80/\$39.76 |

| LOUISIANA (continued) | | | | |
|-----------------------|--|------------------------|---------------------|--------------------------|
| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
| | Cross Connects (continued) | Per cross connect | | First/Add'l |
| PE1P3 | DS-3 | | \$15.26 | \$51.86/\$38.49 |
| PE1F2 | 2-fiber | | \$3.03 | \$51.86/\$38.49 |
| PE1F4 | 4-fiber | | \$5.38 | \$64.36/\$50.99 |
| PE1AX | Security Access System Security System* | Per premises | \$60.60 | |
| PE1A1 | New Access Card Activation* | Per card | \$0.060 | \$55.51 |
| PE1AA | Administrative change, existing card* | Per card | | \$15.57 |
| PE1AR | Replace lost or stolen card | Per card | | \$45.51 |
| PE1AL | Replace lost or stolen key | Per key | NA | \$26.16 |
| PE1SR | Space Availability Report* | Per premises requested | | \$2,148 |
| PE1PE | POT Bay Arrangements <i>Prior to 6/1/99</i> 2-Wire Cross-Connect | Per cross-connect | \$0.0776 | NA |
| PE1PF | 4-Wire Cross-Connect | | \$0.1552 | NA |
| PE1PG | DS1 Cross-Connect | | \$0.6406 | NA |
| PE1PH | DS3 Cross-Connect | | \$4.75 | NA |
| PE1B2 | 2 Fiber Cross-Connect | | \$47.44 | NA |
| PE1B4 | 4 Fiber Cross-Connect | | \$63.97 | NA |
| | Cable Records ¹ | | | Note 2 |
| | | | | Initial/subsequent |
| PE1CR | Cable Records | Per request | NA | \$1706/\$1165 |
| PE1CD | VG/DS0 Cable | Per cable record | NA | \$922.51/\$922.51 |
| PE1CO | VG/DS0 Cable | Per each 100 pair | NA | \$18.00/\$18.00 |
| PE1C1 | DS1 | Per T1TIE | NA | \$8.43/\$8.43 |
| PE1C3 | DS3 | Per T3TIE | NA | \$29.49/\$29.49 |
| PE1CB | Fiber Cable | Per cable record | NA | \$278.65/\$278.65 |

| LOUISIANA (continued) | | | | |
|-----------------------|--------------------------|-----------------------------|---------------------|--------------------------|
| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
| | Security Escort | Per half hr./Add'l half hr. | | |
| PE1BT | Basic Time | | NA | \$33.97/\$21.53 |
| PE1OT | Overtime | | NA | \$44.25/\$27.81 |
| PE1PT | Premium Time | | NA | \$54.53/\$34.09 |

Note(s):

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

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

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

**Exhibit A: BELLSOUTH/Network Telephone Corporation RATES – MISSISSIPPI
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up.

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|--|-----------------------|---------------------|--------------------------|
| PE1BA | Application Fee | Per request | NA | \$3,755.00 |
| PE1CA | Subsequent Application Fee | Per request | NA | \$3,130.00 Minimum |
| PE1SJ | Space Preparation Fees | | | \$1,200.00 |
| PE1SK | Firm Order Processing* | Per sq. ft. | \$2.61 | |
| PE1SL | Central Office Modifications* | Per sq. ft. | \$2.88 | |
| PE1SM | Common Systems Modifications – Cageless* | | | |
| | Common Systems Modifications – Caged* | Per cage | \$97.85 | |
| PE1BW | Space Enclosure(100 sq. ft. minimum) | Per first 100 sq. ft. | \$208.30 | NA |
| PE1CW | Welded Wire-mesh | Per add'l 50 sq. ft. | \$20.43 | NA |
| PE1PJ | Floor Space | Per sq. ft. | \$6.53 | |
| PE1BD | Cable Installation | Per cable | NA | \$1,871.00 |
| PE1PM | Cable Support Structure | Per entrance cable | \$19.90 | NA |
| PE1PL | Power | | | |
| | -48V DC Power* | Per amp | \$8.96 | NA |
| PE1FB | 120V AC Power single phase* | Per breaker amp | \$5.61 | - |
| PE1FD | 240V AC Power single phase* | Per breaker amp | \$11.23 | - |
| PE1FE | 120V AC Power three phase* | Per breaker amp | \$16.84 | - |
| PE1FG | 277 AC Power three phase* | Per breaker amp | \$38.89 | - |
| PE1P2 | Cross Connects | Per cross connect | | First/Add'l |
| | 2-wire | | \$0.038 | \$33.65/\$31.77 |
| PE1P4 | 4-wire | | \$0.076 | \$33.46/\$31.52 |

| MISSISSIPPI (continued) | | | | |
|-------------------------|--|------------------------|---------------------|--------------------------|
| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
| | Cross Connects (continued) | Per cross connect | | First/Add'l |
| PE1P1 | DS-1 | | \$1.30 | \$52.73/\$39.70 |
| PE1P3 | DS-3 | | \$16.55 | \$51.78/\$38.43 |
| PE1F2 | 2-fiber | | \$3.28 | \$51.78/\$38.43 |
| PE1F4 | 4-fiber | | \$5.83 | \$64.27/\$50.91 |
| | | | | |
| PE1AX | Security Access System Security System* | Per premises | \$85.54 | |
| PE1A1 | New Access Card Activation* | Per card | \$0.061 | \$55.50 |
| PE1AA | Administrative change, existing card* | Per card | | \$15.56 |
| PE1AR | Replace lost or stolen card | Per card | | \$45.50 |
| PE1AL | Replace lost or stolen key | Per key | NA | \$26.16 |
| | | | | |
| PE1SR | Space Availability Report* | Per premises requested | | \$2,147.00 |
| | | | | |
| | POT Bay Arrangements <i>Prior to 6/1/99</i> | Per cross-connect | | |
| PE1PE | 2-Wire Cross-Connect | | \$0.1195 | NA |
| PE1PF | 4-Wire Cross-Connect | | \$0.2389 | NA |
| PE1PG | DS1 Cross-Connect | | \$0.9862 | NA |
| PE1PH | DS3 Cross-Connect | | \$5.81 | NA |
| PE1B2 | 2 Fiber Cross-Connect | | \$38.79 | NA |
| PE1B4 | 4 Fiber Cross-Connect | | \$52.31 | NA |
| | | | | |
| | Cable Records ¹ | | | Note 2 |
| | | | | Initial/subsequent |
| PE1CR | Cable Records | Per request | NA | \$1706/1164 |
| PE1CD | VG/DS0 Cable | Per cable record | NA | \$922.28/\$922.28 |
| PE1CO | VG/DS0 Cable | Per each 100 pair | NA | \$18.00/\$18.00 |
| PE1C1 | DS1 | Per T1TIE | NA | \$8.42/\$8.42 |
| PE1C3 | DS3 | Per T3TIE | NA | \$29.49/\$29.49 |
| PE1CB | Fiber Cable | Per cable record | NA | \$278.58/\$278.58 |

| MISSISSIPPI (continued) | | | | |
|-------------------------|--------------------------|-----------------------------|---------------------|--------------------------|
| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
| | Security Escort | Per half hr./Add'l half hr. | | |
| PE1BT | Basic Time | | NA | \$33.80/\$21.42 |
| PE1OT | Overtime | | NA | \$44.03/\$27.67 |
| PE1PT | Premium Time | | NA | \$54.26/\$33.92 |

Note(s):

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

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

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

**Exhibit A: BELLSOUTH/Network Telephone Corporation RATES – NORTH
CAROLINA
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up.

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|---|-------------------------|---------------------|--------------------------|
| PE1BA | Application Fee* | Per request | NA | \$3,850.00 |
| PE1CA | Subsequent Application Fee | Per request | NA | \$3,119.00 Minimum |
| | Space Preparation Fees | | | |
| | Central Office Modification* | Per sq. ft. | \$1.57 | |
| | Common Systems Modification – Cageless* | Per sq. ft. | \$3.26 | |
| | Common Systems Modification – Caged* | Per cage | \$110.79 | |
| | Power* | Per nominal –48v DC Amp | \$5.76 | |
| PE1BW | Space Enclosure (100 sq. ft. minimum) | | | |
| PE1CW | Welded Wire-mesh* | Per first 100 sq. ft. | \$102.76 | NA |
| | Welded Wire-mesh* | Per add'l 50 sq. ft. | \$10.44 | NA |
| PE1PJ | Floor Space* | Per sq. ft. | \$3.45 | NA |
| PE1BD | Cable Installation* | Per cable | NA | \$2,305.00 |
| PE1PM | Cable Support Structure* | Per entrance cable | \$21.33 | NA |
| PE1PL | Power | | | |
| | -48V DC Power* | Per amp | \$6.65 | NA |
| PE1FB | 120V AC Power single phase* | Per breaker amp | \$5.50 | - |
| PE1FD | 240V AC Power single phase* | Per breaker amp | \$11.01 | - |
| PE1FE | 120V AC Power three phase* | Per breaker amp | \$16.51 | - |
| PE1FG | 277 AC Power three phase* | Per breaker amp | \$38.12 | - |
| PE1P2 | Cross Connects (Note 1) | Per cross connect | | First/Add'l |
| PE1P4 | 2-wire* | | \$0.32 | \$41.78/\$39.23 |
| | 4-wire* | | \$0.64 | \$41.91/\$39.25 |

| NORTH CAROLINA (continued) | | | | |
|----------------------------|--|-----------------------------|---------------------|--------------------------|
| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
| PE1P1 | DS-1* | | \$2.34 | \$71.02/\$51.08 |
| PE1P3 | DS-3* | | \$42.84 | \$69.84/\$49.43 |
| PE1F2 | 2-fiber | | \$2.94 | \$51.97/\$38.59 |
| PE1F4 | 4-fiber | | \$5.62 | \$64.53/\$51.15 |
| PE1AX | Security Access System Security System* | Per premises | \$41.03 | |
| PE1A1 | New Access Card Activation* | Per card | \$0.062 | \$55.30 |
| PE1AA | Administrative change, existing card* | Per card | | \$15.51 |
| PE1AR | Replace lost or stolen card | Per card | | \$45.34 |
| PE1AL | Replace lost or stolen key | Per key | NA | \$26.18 |
| PE1SR | Space Availability Report* | Per premises requested | | \$2,140.00 |
| PE1PE | POT Bay Arrangements <i>Prior to 6/1/99</i> 2-Wire Cross-Connect | Per cross-connect | \$0.10 | NA |
| PE1PF | 4-Wire Cross-Connect | | \$0.19 | NA |
| PE1PG | DS1 Cross-Connect | | \$0.79 | NA |
| PE1PH | DS3 Cross-Connect | | \$4.85 | NA |
| PE1B2 | 2 Fiber Cross-Connect | | \$45.30 | NA |
| PE1B4 | 4 Fiber Cross-Connect | | \$61.09 | NA |
| PE1BT | Security Escort Basic Time | Per half hr./Add'l half hr. | NA | \$42.92/\$25.56 |
| PE1OT | Overtime | | NA | \$54.51/\$32.44 |
| PE1PT | Premium Time | | NA | \$66.10/\$39.32 |
| PE1CR | Cable Records ¹ | | | Note 2 |
| PE1CD | Cable Records | Per request | NA | \$1707/\$1165 |
| PE1CO | VG/DS0 Cable | Per cable record | NA | \$923.08/\$923.08 |
| PE1C1 | VG/DS0 Cable | Per each 100 pair | NA | \$18.02/\$18.02 |
| PE1C3 | DS1 | Per T1TIE | NA | \$8.43/\$8.43 |
| PE1CB | DS3 | Per T3TIE | NA | \$29.51/\$29.51 |
| | Fiber Cable | Per cable record | NA | \$278.82/\$278.82 |

Exhibit A: BELLSOUTH/Network Telephone Corporation RATES – NORTH
CAROLINA
PHYSICAL COLLOCATION (continued)

Note(s):

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

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

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

**Exhibit A: BELLSOUTH/Network Telephone Corporation RATES – SOUTH
CAROLINA
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up.

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|--|-----------------------|---------------------|--------------------------|
| PE1BA | Application Fee | Per request | NA | \$3768.00 |
| PE1CA | Subsequent Application Fee | Per request | NA | \$3,141.00 Minimum |
| PE1SJ | Space Preparation Fees | | | \$1,204.00 |
| PE1SK | Firm Order Processing* | Per sq. ft. | \$2.75 | |
| PE1SL | Central Office Modifications* | Per sq. ft. | \$3.24 | |
| PE1SM | Common Systems Modifications – Cageless* | | | |
| | Common Systems Modifications – Caged* | Per cage | \$110.17 | |
| PE1BW | Space Enclosure (100 sq. ft. minimum) | Per first 100 sq. ft. | \$219.19 | NA |
| PE1CW | Welded Wire-mesh | Per add'l 50 sq. ft. | \$21.50 | NA |
| PE1PJ | Floor Space | Per sq. ft. | \$3.95 | NA |
| PE1BD | Cable Installation | Per cable | NA | \$1,621.00 |
| PE1PM | Cable Support Structure | Per entrance cable | \$21.33 | NA |
| PE1PL | Power | | | |
| | -48V DC Power* | Per amp | \$9.19 | NA |
| PE1FB | 120V AC Power single phase* | Per breaker amp | \$5.67 | - |
| PE1FD | 240V AC Power single phase* | Per breaker amp | \$11.36 | - |
| PE1FE | 120V AC Power three phase* | Per breaker amp | \$17.03 | - |
| PE1FG | 277 AC Power three phase* | Per breaker amp | \$39.33 | - |
| PE1P2 | Cross Connects | Per cross connect | | First/Add'l |
| | 2-wire | | \$.034 | \$33.75/\$31.86 |
| PE1P4 | 4-wire | | \$.068 | \$33.71/\$31.75 |
| PE1P1 | DS-1 | | \$1.12 | \$53.05/\$39.96 |

| SOUTH CAROLINA (continued) | | | | |
|----------------------------|--|-----------------------------|---------------------|---|
| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
| PE1P3 | DS-3 | | \$14.21 | \$52.11/\$38.68 |
| PE1F2 | 2-fiber | | \$2.82 | \$52.11/\$38.69 |
| PE1F4 | 4-fiber | | \$5.01 | \$64.69/\$51.26 |
| PE1AX | Security Access System Security System* | Per premises | \$74.12 | |
| PE1A1 | New Access Card Activation* | Per card | \$.060 | \$55.70 |
| PE1AA | Administrative change, existing card* | Per card | | \$15.62 |
| PE1AR | Replace lost or stolen card | Per card | | \$45.66 |
| PE1AL | Replace lost or stolen key | Per key | NA | \$26.25 |
| PE1SR | Space Availability Report* | Per premises requested | | \$2,155.00 |
| PE1PE | POT Bay Arrangements <i>Prior to 6/1/99</i> 2-Wire Cross-Connect | Per cross-connect | \$0.1091 | NA |
| PE1PF | 4-Wire Cross-Connect | | \$0.2181 | NA |
| PE1PG | DS1 Cross-Connect | | \$0.9004 | NA |
| PE1PH | DS3 Cross-Connect | | \$5.64 | NA |
| PE1B2 | 2 Fiber Cross-Connect | | \$37.36 | NA |
| PE1B4 | 4 Fiber Cross-Connect | | \$50.38 | NA |
| PE1BT | Security Escort Basic Time | Per half hr./Add'l half hr. | NA | \$33.92/\$21.50 |
| PE1OT | Overtime | | NA | \$44.19/\$27.77 |
| PE1PT | Premium Time | | NA | \$54.45/\$34.04 |
| PE1CR | Cable Records ¹ Cable Records | Per request | NA | Note 2 Initial/subsequent \$1712/\$1168 |
| PE1CD | VG/DS0 Cable | Per cable record | NA | \$925.57/\$925.57 |
| PE1CO | VG/DS0 Cable | Per each 100 pair | NA | \$18.06/\$18.06 |
| PE1C1 | DS1 | Per T1TIE | NA | \$8.45/\$8.45 |
| PE1C3 | DS3 | Per T3TIE | NA | \$29.59/\$29.59 |
| PE1CB | Fiber Cable | Per cable record | NA | \$279.57/\$279.57 |

Exhibit A: BELLSOUTH/Network Telephone Corporation RATES – SOUTH
CAROLINA
PHYSICAL COLLOCATION (continued)

Note(s):

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

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

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

Exhibit A: BELLSOUTH/Network Telephone Corporation RATES – TENNESSEE
PHYSICAL COLLOCATION

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

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|---|--|---|---|--|
| PE1BA | Application Fee | Per request | NA | \$3,767.00 |
| PE1CA | Subsequent Application Fee | Per request | NA | \$3,140.00 Minimum |
| PE1SJ PE1SK PE1SL | Space Preparation Fees Firm Order Processing* Central Office Modifications* Common Systems Modifications – Cageless* | Per sq. ft. Per sq. ft. | \$2.74 \$2.95 | \$1,204.00 |
| PE1PJ | Floor Space | Per sq. ft. | \$6.75 | NA |
| PE1BD | Cable Installation | Per cable | NA | \$1,757.00 |
| PE1PM | Cable Support Structure | Per entrance cable | \$19.80 | NA |
| PE1PL PE1FB PE1FD PE1FE PE1FG | Power -48V DC Power* 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277 AC Power three phase* | Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp | \$8.87 \$5.60 \$11.22 \$16.82 \$38.84 | NA - - - - |
| PE1P2 PE1P4 PE1P1 | Cross Connects 2-wire 4-wire DS-1 | Per cross connect | \$0.033 \$0.066 \$1.51 | First/Add'l \$33.82/\$31.92 \$33.94/\$31.95 \$53.27/\$40.16 |

| TENNESSEE (continued) | | | | |
|-----------------------|--------------------------------------|-----------------------------|---------------------|--------------------------|
| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
| PE1P3 | DS-3 | | \$19.26 | \$52.37/\$38.89 |
| PE1F2 | 2-fiber | | \$3.82 | \$52.37/\$38.89 |
| PE1F4 | 4-fiber | | \$6.79 | \$65.03/\$51.55 |
| PE1AX | Security Access System | Per premises | \$55.99 | |
| | Security System | | | |
| PE1A1 | New Access Card Activation | Per card | \$0.059 | \$55.67 |
| PE1AA | Administrative change, existing card | Per card | | \$15.61 |
| PE1AR | Replace lost or stolen card | Per card | | \$45.64 |
| PE1AL | Replace lost or stolen key | Per key | NA | \$26.24 |
| PE1SR | Space Availability Report* | Per premises requested | | \$2,154.00 |
| | POT Bay Arrangements | Per cross-connect | | |
| | <i>Prior to 6/1/99</i> | | | |
| PE1PE | 2-Wire Cross-Connect | | \$0.40 | NA |
| PE1PF | 4-Wire Cross-Connect | | \$1.20 | NA |
| PE1PG | DS1 Cross-Connect | | \$1.20 | NA |
| PE1PH | DS3 Cross-Connect | | \$8.00 | NA |
| PE1B2 | 2 Fiber Cross-Connect | | \$38.79 | NA |
| PE1B4 | 4 Fiber Cross-Connect | | \$52.31 | NA |
| | Security Escort | Per half hr./Add'l half hr. | | |
| PE1BT | Basic Time | | NA | \$33.91/\$21.49 |
| PE1OT | Overtime | | NA | \$44.17/\$27.76 |
| PE1PT | Premium Time | | NA | \$54.42/\$34.02 |
| | Cable Records ¹ | | | Note 2 |
| | | | | Initial/subsequent |
| PE1CR | Cable Records | Per request | NA | \$1711/\$1168 |
| PE1CD | VG/DS0 Cable | Per cable record | NA | \$925.06/\$925.06 |
| PE1CO | VG/DS0 Cable | Per each 100 pair | NA | \$18.05/\$18.05 |
| PE1C1 | DS1 | Per T1TIE | NA | \$8.45/\$8.45 |
| PE1C3 | DS3 | Per T3TIE | NA | \$29.57/\$29.57 |
| PE1CB | Fiber Cable | Per cable record | NA | \$279.42/\$279.42 |

Note(s):

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

3Q00: Version 4/18/01

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

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

EXHIBIT B

ENVIRONMENTAL AND SAFETY
PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and Network Telephone Corporation agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and Network Telephone Corporation shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Network Telephone Corporation should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Network Telephone Corporation to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. Network Telephone Corporation will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Network Telephone Corporation space with proper notification. BellSouth reserves the right to stop any Network Telephone Corporation work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by Network Telephone Corporation are owned by Network Telephone Corporation. Network Telephone Corporation will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by

these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by Network Telephone Corporation or different hazardous materials used by Network Telephone Corporation at BellSouth Facility. Network Telephone Corporation must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by Network Telephone Corporation to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Network Telephone Corporation will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and Network Telephone Corporation will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Network Telephone Corporation must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and Network Telephone Corporation shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, Network Telephone Corporation agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. Network Telephone Corporation further agrees to cooperate with BellSouth to ensure that Network Telephone Corporation's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Network Telephone Corporation, its employees, agents and/or subcontractors.
- 2.2 The most current version of reference documentation must be requested from BellSouth.

| ENVIRONMENTAL CATEGORIES | ENVIRONMENTAL ISSUES | ADDRESSED BY THE FOLLOWING DOCUMENTATION |
|--|---|--|
| Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials) | Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor | Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management) |
| Emergency response | Hazmat/waste release/spill firesafety emergency | Fact Sheet Series 1700 Building Emergency Operations Plan (EOP) (specific to and located on Premises) |
| Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks) | Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance | Std T&C 450 Std T&C 450-B (Contact E/S for copy of appropriate E/S M&Ps.) Std T&C 660 |
| Transportation of hazardous material | Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor | Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management) |
| Maintenance/operations work which may produce a waste Other maintenance work | Compliance with all application local, state, & federal laws and regulations Protection of BST employees and equipment | Std T&C 450 29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard) |

| | | |
|---|--|--|
| Janitorial services | <p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p> | <p>P&SM Manager - Procurement</p> <p>Fact Sheet Series 17000</p> <p>GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)</p> |
| Manhole cleaning | <p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p> | <p>Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996</p> <p>Std T&C 660-3</p> <p>Approved Environmental Vendor List (Contact E/S Management)</p> |
| Removing or disturbing building materials that may contain asbestos | Asbestos work practices | GU-BTEN-001BT, Chapter 3 |

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

Exhibit C
Interval Matrix

| State | Type | Space Availability/Bona Fide Firm Order | Application Response/Price Quote | Construction and Provisioning | |
|--------------------------------|----------|---|-------------------------------------|----------------------------------|---------------|
| | | | | Ordinary | Extraordinary |
| Alabama ¹ | Caged | 10 Calendar Days | 23 Business Days | 76 Bus. | 91 Bus |
| | Cageless | 10 Calendar Days | 23 Business Days | 60 Cal | 90 Cal |
| Florida | Caged | 15 Calendar Days | 15 Calendar Days* | 90 Cal | NA |
| | Cageless | Same | Same | 90 Cal | NA |
| Georgia | Caged | 10 Calendar Days | 30 Calendar Days | 90 Cal | NA Cal |
| | Cageless | 10 Calendar Days | 30 Calendar Days | 60 Cal | 90 Cal |
| Kentucky ¹ | Caged | 10 Calendar Days | 23 Business Days | 76 Bus | 91 Bus |
| | Cageless | 10 Calendar Days | 23 Business Days | 76 Bus | 91 Bus |
| Louisiana | Caged | 10 Calendar Days* | 30 Calendar Days* | 90 Cal | 120 Cal |
| | Cageless | 10 Calendar Days* | 30 Calendar Days* | 90 Cal | 120 Cal |
| Mississippi | Caged | 10 Business Days | 30 Business Days* | 120 Cal | 180Cal |
| | Cageless | 10 Business Days | 30 Business Days* | 120Cal | 180 Cal |
| North Carolina ¹ | Caged | 10 Calendar Days | 23 Business Days | 76 Bus | 91 Bus |
| | Cageless | 10 Calendar Days | 23 Business Days | 76 Bus | 91 Bus |
| South Carolina | Caged | 10 Calendar Days | 30 Calendar Days* | 90 Cal | NA Cal |
| | Cageless | 10 Calendar Days | 30 Calendar Days* | 90 Cal | NA Cal |
| Tennessee ¹ | Caged | 10 Calendar Days | 23 Business Days | 76 Bus | 91 Bus |
| | Cageless | 10 Calendar Days | 23 Business Days | 76 Bus | 91 Bus |

* Extended intervals shall apply when multiple applications are submitted.

Note 1: The intervals were set by the FCC's Order in Docket No. 98-147 released February 20, 2001.

The construction and provisioning intervals, as listed for these states, will apply if a forecast is submitted three (3) months prior to the application date. Extended intervals shall apply if the forecast is not received three (3) months in advance.

requested.

AWG-5

Attachment 4

Physical Caged Collocation

BELLSOUTH PHYSICAL COLLOCATION

1. Scope of Attachment

- 1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when Network Telephone Corporation is occupying Caged Collocation Space as a sole occupant or as a Host within a Premises location pursuant to Section 4. This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.

All the rates, terms and conditions set forth in this Attachment pertain to collocation and the provisioning of Collocation Space.

- 1.2 Right to Occupy. Subject to this Attachment, BellSouth allows Network Telephone Corporation to occupy that certain area designated by BellSouth within a Company Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by Network Telephone Corporation and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth Premises include BellSouth Central Offices and Serving Wire Centers. The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s).

- 1.2.1 The size specified by Network Telephone Corporation may contemplate a request for space sufficient to accommodate Network Telephone Corporation's growth within a two-year period.

- 1.2.2 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.

- 1.3 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. Network Telephone Corporation will be responsible for any justification of unutilized space within its space, if such justification is required by the appropriate state commission.

- 1.4 Use of Space. Network Telephone Corporation shall use the Caged Collocation Space for the purposes of installing, maintaining and operating Network Telephone Corporation's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

- 1.5 Rates and Charges. Network Telephone Corporation agrees to pay the rates and charges identified in Exhibit A attached hereto.
- 1.6 Network Telephone Corporation agrees to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
- 2. Space Notification**
- 2.1 Availability of Space. Upon submission of an Application pursuant to Section 6, BellSouth will permit Network Telephone Corporation to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or that physical collocation is not practical for technical reasons.
- 2.1.1 Availability Notification. BellSouth will respond to an application within eight (8) business days as to whether space is available or not available within BellSouth Premises. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify Network Telephone Corporation of the amount of space that is available and no Planning Fee shall apply. When BellSouth's response includes an amount of space less than that requested by Network Telephone Corporation or differently configured, Network Telephone Corporation must resubmit its Application to reflect the actual space available. If there is no readily available space, BellSouth will so notify Network Telephone Corporation within this eight (8) business day interval and BellSouth will determine whether space can be made available and will notify Network Telephone Corporation within twenty (20) business days of such notification as to whether space is available or not, in accordance with this section.
- 2.2 Denial of Application. After notifying Network Telephone Corporation that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow Network Telephone Corporation, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 2.3 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Network Telephone Corporation to inspect any floor plans or diagrams that BellSouth provides to the Commission.

- 2.4 Waiting List. Unless otherwise specified, on a first-come, first-served basis governed by the date of receipt of an Application or a Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. Network Telephone Corporation must submit an updated, complete, and correct Application to BellSouth within 30 calendar days of such notification or notify BellSouth in writing within that time that Network Telephone Corporation wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If Network Telephone Corporation does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove Network Telephone Corporation from the waiting list. Upon request, BellSouth will advise Network Telephone Corporation as to its position on the list.
- 2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days of the Denial of Application due to Space Exhaust. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.

3. Collocation Option

- 3.1 Cages. BellSouth shall construct enclosures in compliance with Network Telephone Corporation's collocation request subject to BellSouth's construction requirements.
- 3.2 Network Telephone Corporation must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Network Telephone Corporation's locked enclosure prior to notifying Network Telephone Corporation.
- 3.3 Shared (Subleased) Caged Collocation. Network Telephone Corporation may allow other telecommunications carriers to share Network Telephone Corporation's caged collocation arrangement pursuant to terms and conditions agreed to by Network Telephone Corporation ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. Network Telephone Corporation shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by

Network Telephone Corporation that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and Network Telephone Corporation.

- 3.3.1 Network Telephone Corporation, as the host CLEC shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall prorate the costs of the collocation space based on the number of collocators and the space used by each. In addition to the foregoing, Network Telephone Corporation shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an initial Application, only one Planning Fee will be assessed. A separate initial Guest application shall require the assessment of a subsequent Planning Fee.. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.
- 3.3.2 Network Telephone Corporation shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Network Telephone Corporation's Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

4. Occupancy

- 4.1 Commencement Date. The "Commencement Date" shall be the day Network Telephone Corporation's equipment becomes operational as described in Article 4.2, following.
- 4.2 Occupancy. BellSouth will notify Network Telephone Corporation in writing that the Collocation Space is ready for occupancy. Network Telephone Corporation must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. For purposes of this paragraph, Network Telephone Corporation's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.
- 4.3 Termination of Occupancy. In addition to any other provisions addressing Termination of Occupancy in this Agreement, Termination of Occupancy may occur in the following circumstances:
 - 4.3.1 BellSouth may terminate Network Telephone Corporation's occupancy for Network Telephone Corporation's failure to comply with any provision of this Agreement.

- 4.3.2 Network Telephone Corporation may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy.
- 4.3.3 Upon termination of such occupancy, Network Telephone Corporation at its expense shall remove its equipment and other property from the Collocation Space. Network Telephone Corporation shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of Network Telephone Corporation's Guests, unless CLEC's guest has assumed responsibility for the collocation space housing the guest equipment and executed the documentation required by BellSouth prior to such removal date. Network Telephone Corporation shall continue payment of monthly fees to BellSouth until such date as Network Telephone Corporation has fully vacated the Collocation Space. Should Network Telephone Corporation or Network Telephone Corporation's Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of Network Telephone Corporation or Network Telephone Corporation's Guest at Network Telephone Corporation's expense and with no liability for damage or injury to Network Telephone Corporation or Network Telephone Corporation's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of Network Telephone Corporation's right to occupy Collocation Space, Network Telephone Corporation shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by Network Telephone Corporation except for ordinary wear and tear, unless otherwise agreed to by the Parties. Network Telephone Corporation shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Collocation Space

- 5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services.
- 5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on Network Telephone Corporation's failure to comply with this section.
- 5.1.2 Network Telephone Corporation shall not request more DS0, DS1 and DS3 terminations for a collocation arrangement than the total port or termination capacity

of the transmission equipment physically installed in the arrangement. The total capacity of the transmission equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. Collocated cross-connect devices are not considered transmission equipment. If full network termination capacity of the transmission equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that Network Telephone Corporation submits an application for terminations that exceed the total capacity of the collocated equipment, Network Telephone Corporation will be informed of the discrepancy and will be required to submit a revision to the application.

- 5.1.3 Network Telephone Corporation shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.
- 5.1.4 Network Telephone Corporation shall place a plaque or other identification affixed to Network Telephone Corporation's equipment necessary to identify Network Telephone Corporation's equipment, including a list of emergency contacts with telephone numbers.
- 5.2 Entrance Facilities. Network Telephone Corporation may elect to place Network Telephone Corporation-owned or Network Telephone Corporation-leased fiber entrance facilities into the splice location. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. Network Telephone Corporation will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. Network Telephone Corporation will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to Network Telephone Corporation's equipment in the Collocation Space. Network Telephone Corporation must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Network Telephone Corporation is responsible for maintenance of the entrance facilities.
- 5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide Network Telephone Corporation with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to Network Telephone Corporation's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where

dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

- 5.2.2 Shared Use. Network Telephone Corporation may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to Network Telephone Corporation's collocation arrangement within the same BellSouth Premises. Network Telephone Corporation must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to Network Telephone Corporation-provided riser cable.
- 5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between Network Telephone Corporation's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to BellSouth's network, the demarcation point shall be a Network Telephone Corporation provided Point of Termination Bay (POT Bay) in a common area within the Premises. Network Telephone Corporation shall be responsible for providing, and a supplier certified by BellSouth ("Network Telephone Corporation's Certified Supplier") shall be responsible for installing and properly labeling, the POT Bay as well as the necessary cabling between Network Telephone Corporation's collocation space and the demarcation point. Network Telephone Corporation or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.4, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests.
- 5.4 Network Telephone Corporation's Equipment and Facilities. Network Telephone Corporation, or if required by this Attachment, Network Telephone Corporation's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Network Telephone Corporation which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections. Network Telephone Corporation and its selected Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.5 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to Network Telephone Corporation at least 48 hours before access to the Collocation Space is required. Network Telephone Corporation may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Network Telephone Corporation will not bear any of the expense associated with this work.

- 5.6 Access. Pursuant to Section 11, subsequent to Firm Order Network Telephone Corporation shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Network Telephone Corporation agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of Network Telephone Corporation or Network Telephone Corporation's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by Network Telephone Corporation and returned to BellSouth Access Management within 15 calendar days of Network Telephone Corporation's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. Network Telephone Corporation agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Network Telephone Corporation employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Network Telephone Corporation or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.
- 5.6.1 Lost or Stolen Access Keys. Network Telephone Corporation shall notify BellSouth in writing within 24 hours of becoming aware in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), Network Telephone Corporation shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.7 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Network Telephone Corporation shall not use any product or service provided under this Attachment, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Network Telephone Corporation violates the provisions of this paragraph, BellSouth shall give written notice to Network Telephone Corporation, which notice shall direct Network Telephone Corporation to cure the violation within forty-eight (48) hours of Network Telephone Corporation's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.7.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Network Telephone Corporation fails to take curative action within 48

hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Network Telephone Corporation's equipment. BellSouth will endeavor, but is not required, to provide notice to Network Telephone Corporation prior to taking such action and shall have no liability to Network Telephone Corporation for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

- 5.7.2 For purposes of this Section 5.7, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Network Telephone Corporation fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Network Telephone Corporation or, if subsequently necessary, the relevant Commission, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Network Telephone Corporation shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.8 Personalty and its Removal. Facilities and equipment placed by Network Telephone Corporation in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by Network Telephone Corporation at any time. Any damage caused to the Collocation Space by Network Telephone Corporation's employees, agents or representatives during the removal of such property shall be promptly repaired by Network Telephone Corporation at its expense.
- 5.9 Alterations. In no case shall Network Telephone Corporation or any person acting on behalf of Network Telephone Corporation make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Network Telephone Corporation. Any material rearrangement, modification,

improvement, addition, repair, or other alteration shall require a Subsequent Application and a Planning Fee, pursuant to sub-section 6.2.2.

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

6. Ordering and Preparation of Collocation Space

- 6.1 Application for Space. Network Telephone Corporation shall submit an application document when Network Telephone Corporation or Network Telephone Corporation's Guest(s), as defined in Section 3.4, desires to request or modify the use of the Collocation Space.
- 6.1.1 Initial Application. For Network Telephone Corporation or Network Telephone Corporation's Guest(s) initial equipment placement, Network Telephone Corporation shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in Network Telephone Corporation's Collocation Space(s) and an estimate of the amount of square footage required.
- 6.1.2 Subsequent Application. In the event Network Telephone Corporation or Network Telephone Corporation's Guest(s) desires to modify the use of the Collocation Space, Network Telephone Corporation shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by Network Telephone Corporation in the Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Planning Fee will be required. The fee for an Application where the modification requires assessment on behalf of BellSouth shall be the Planning Fee as set forth in the Price Schedule. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.
- 6.2 Application Response. When space has been determined to be available, BellSouth will provide a written response ("Application Response"), which will include, at a

minimum, the configuration of the space, Entrance Fiber Fee, and the space preparation fees, as described in Section 7.

- 6.3 Application Modifications. If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Network Telephone Corporation or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application for purposes of the provisioning interval and BellSouth shall charge Network Telephone Corporation a Planning Fee.
- 6.4 Bona Fide Firm Order. Network Telephone Corporation shall indicate its intent to proceed with equipment installation in a Company Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when Network Telephone Corporation has completed the Application/Inquiry process described in Section 6.2, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than five (5) business days after BellSouth's Application Response to Network Telephone Corporation's Bona Fide Application.
- 6.5 Construction and Provisioning Interval. BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major Company equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event Network Telephone Corporation submits a forecast as described in the following section three (3) months or more prior to the application date, the above intervals shall apply. In the event Network Telephone Corporation submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event Network Telephone Corporation submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with Network Telephone Corporation at the time the application is received. Additional installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be 45 business days from receipt of an Application. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc.), conversion time frames fall outside the normal intervals and are negotiated on an individual case basis.

- 6.5.1 To be considered a timely and accurate forecast, Network Telephone Corporation must submit to BellSouth the CLEC Forecast Form containing the following information: Central Office/Service Wire Center CLLI, number of Caged square feet, number of DS0, DS1, DS3 frame terminations, number of fused amps and planned application date.
- 6.6 Joint Planning. Joint planning between BellSouth and Network Telephone Corporation will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to Network Telephone Corporation during joint planning.
- 6.7 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 6.8 Acceptance Walk Through. Network Telephone Corporation will contact BellSouth within seven (7) days of collocation space being ready to schedule an acceptance walk through of each Collocation Space requested from BellSouth by Network Telephone Corporation. BellSouth will correct any deviations to Network Telephone Corporation's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 6.9 Use of Certified Supplier. Network Telephone Corporation shall select a supplier which has been approved as a Certified Supplier to perform all engineering and installation work. Network Telephone Corporation and Network Telephone Corporation's Certified Supplier must follow and comply with all of BellSouth's requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, Network Telephone Corporation must select separate Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide Network Telephone Corporation with a list of Certified Suppliers upon request. The Certified Supplier(s) shall be responsible for installing Network Telephone Corporation's equipment and components, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Network Telephone Corporation upon successful completion of installation, etc. The Certified Supplier shall bill Network Telephone Corporation directly for all work performed for Network Telephone Corporation pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Supplier. BellSouth shall consider certifying Network Telephone Corporation or any supplier proposed by Network Telephone Corporation. All work performed by or for Network Telephone Corporation shall conform to generally accepted industry guidelines and standards.

- 6.10 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth's equipment and facilities. Network Telephone Corporation shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Network Telephone Corporation's Collocation Space. Upon request, BellSouth will provide Network Telephone Corporation with applicable Attached service(s) to facilitate remote monitoring of collocated equipment by Network Telephone Corporation. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party.
- 6.11 Virtual to Physical Collocation Relocation. In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations, and that physical Collocation Space has subsequently become available, Network Telephone Corporation may relocate its virtual collocation arrangements to caged physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate Company Attachments. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by Network Telephone Corporation, such information will be provided to Network Telephone Corporation in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to Network Telephone Corporation within 180 calendar days of BellSouth's written denial of Network Telephone Corporation's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Network Telephone Corporation was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then Network Telephone Corporation may transition its virtual collocation arrangement to a caged physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. Network Telephone Corporation must arrange with a Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.
- 6.12 Cancellation. If, at anytime prior to space acceptance, Network Telephone Corporation cancels its order for the Collocation Space(s), BellSouth will bill the applicable non recurring rate for any and all work processes for which work has begun.
- 6.13 Licenses. Network Telephone Corporation, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.
- 6.14 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

7. Rates and Charges

- 7.1 BellSouth shall assess a Planning Fee via a service order which shall be issued at the time BellSouth responds that space is available pursuant to section 2.1. Payment of said Planning Fee will be due as dictated by Network Telephone Corporation's current billing cycle and is non-refundable.
- 7.2 Cross Connect Rates – Cross connect rates shall be as set forth in Exhibit A, attached hereto, and shall be dependent on the configuration of the collocation arrangement and the location of the associated demarcation point. If the demarcation point was established at a BellSouth provided POT bay, the POT Bay cross connect rates in addition to the CLEC-provided POT Bay Rates as set forth in Exhibit A shall apply. If the demarcation point was established at a common block on a BellSouth conventional distribution frame, intermediary frame or other termination frame, then the Frame cross connect rates as set forth in Exhibit A shall apply for all terminations demarcating at the respective frame locations. For all arrangements for which the demarcation point was established at a CLEC-provided POT bay, the POT bay – CLEC rates for cross connects set forth in Exhibit A shall apply for all terminations demarcating at the CLEC-provided POT Bay.
- 7.8 Power. BellSouth shall make available –48 Volt (-48V) DC power for Network Telephone Corporation's Collocation Space.
- 7.8.1 Recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to Network Telephone Corporation's equipment or space enclosure. Network Telephone Corporation shall contract with a Certified Supplier who will be responsible for the following: dedicated power cable support structure within Network Telephone Corporation's arrangement and terminations of cable within the collocation space.
- 7.8.2 Non recurring charges for –48V DC power distribution will be based on the common power feeder cable support structure between the BellSouth BDFB and Network Telephone Corporation's arrangement area.
- 7.9 Other. If no rate is identified in this Attachment, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

8. Insurance

- 8.1 Network Telephone Corporation shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.
- 8.2 Network Telephone Corporation shall maintain the following specific coverage:

- 8.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 8.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Network Telephone Corporation's real and personal property situated on or within BellSouth's Central Office location(s).
- 8.2.4 Network Telephone Corporation may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 8.3 The limits set forth in Section 8.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to Network Telephone Corporation to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 8.4 All policies purchased by Network Telephone Corporation shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all Network Telephone Corporation's property has been removed from BellSouth's Premises, whichever period is longer. If Network Telephone Corporation fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Network Telephone Corporation.
- 8.5 Network Telephone Corporation shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Network Telephone Corporation shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Network Telephone Corporation's insurance company. Network Telephone Corporation shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center

675 W. Peachtree Street
Atlanta, Georgia 30375

- 8.6 Network Telephone Corporation must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 8.7 Self-Insurance. If Network Telephone Corporation's net worth exceeds five hundred million dollars (\$500,000,000), Network Telephone Corporation may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 8.2.1 and 8.2.2. Network Telephone Corporation shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Network Telephone Corporation in the event that self-insurance status is not granted to Network Telephone Corporation. If BellSouth approves Network Telephone Corporation for self-insurance, Network Telephone Corporation shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Network Telephone Corporation's corporate officers. The ability to self-insure shall continue so long as the Network Telephone Corporation meets all of the requirements of this Section. If the Network Telephone Corporation subsequently no longer satisfies this Section, Network Telephone Corporation is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.2.
- 8.8 The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to Network Telephone Corporation to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 8.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

9. Mechanics Liens

- 9.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or Network Telephone Corporation), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the

enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

10. Inspections

- 10.1 BellSouth may conduct an inspection of Network Telephone Corporation's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Network Telephone Corporation's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Network Telephone Corporation adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Network Telephone Corporation with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

11. Security and Safety Requirements

- 11.1 The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own premises either for their own employees or for authorized contractors. Network Telephone Corporation shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the Network Telephone Corporation name. BellSouth reserves the right to remove from its premises any employee of Network Telephone Corporation not possessing identification issued by Network Telephone Corporation or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Network Telephone Corporation shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. Network Telephone Corporation shall be solely responsible for ensuring that any Guest of Network Telephone Corporation is in compliance with all subsections of this Section 11.
- 11.1.1 Network Telephone Corporation will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Network Telephone Corporation employee being considered for work on the BellSouth Premises, for the states/counties where the Network Telephone Corporation employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. Network Telephone Corporation shall not be required to perform this investigation if an affiliated company of Network Telephone Corporation has performed an investigation of the Network Telephone Corporation employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Network Telephone Corporation has performed a pre-employment statewide investigation of

criminal history records, or where state law does not permit an investigation of the applicable counties for the Network Telephone Corporation employee seeking access, for the states/counties where the Network Telephone Corporation employee has worked and lived for the past five years.

- 11.1.2 Network Telephone Corporation will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 11.1.3 Network Telephone Corporation shall not assign to BellSouth Premises any personnel with records of felony criminal convictions. Network Telephone Corporation shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any Network Telephone Corporation personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Network Telephone Corporation chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Network Telephone Corporation may, in the alternative, certify to BellSouth that it shall not assign to BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 11.1.4 Network Telephone Corporation shall not knowingly assign to BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 11.1.5 Network Telephone Corporation shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 11.1.6 For each Network Telephone Corporation employee requiring access to BellSouth Premises pursuant to this Attachment, Network Telephone Corporation shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, Network Telephone Corporation will disclose the nature of the convictions to BellSouth at that time. In the alternative, Network Telephone Corporation may certify to BellSouth that it shall not assign to BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 11.1.7 At BellSouth's request, Network Telephone Corporation shall promptly remove from BellSouth's Premises any employee of Network Telephone Corporation BellSouth

does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation in the event that an employee of Network Telephone Corporation is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.

- 11.2 Notification to BellSouth. BellSouth reserves the right to interview Network Telephone Corporation's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to Network Telephone Corporation's Security contact of such interview. Network Telephone Corporation and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Network Telephone Corporation's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Network Telephone Corporation for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Network Telephone Corporation's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Network Telephone Corporation for BellSouth property which is stolen or damaged where an investigation determines the culpability of Network Telephone Corporation's employees, agents, or contractors and where Network Telephone Corporation agrees, in good faith, with the results of such investigation. Network Telephone Corporation shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this section. Network Telephone Corporation shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.
- 11.3 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 11.4 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 11.5 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

12. Destruction of Collocation Space

- 12.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Network Telephone Corporation's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Network Telephone Corporation's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to Network Telephone Corporation, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Network Telephone Corporation may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a Certified Vendor. If Network Telephone Corporation's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Network Telephone Corporation. Where allowed and where practical, Network Telephone Corporation may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Network Telephone Corporation shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Network Telephone Corporation's permitted use, until such Collocation Space is fully repaired and restored and Network Telephone Corporation's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored).

13. Eminent Domain

- 13.1 If the whole of a Collocation Space shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space shall be taken under eminent domain, BellSouth and Network Telephone Corporation shall each have the right to terminate this Attachment with respect to such Collocation Space and declare the same null and void, by written

notice of such intention to the other Party within ten (10) business days after such taking.

14. Nonexclusivity

- 14.1 Network Telephone Corporation understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

**EXHIBIT A: BELLSOUTH/Network Telephone Corporation RATES – TENNESSEE
PHYSICAL COLLOCATION**

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

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|------|--------------------------------------|-----------------------|---------------------|--------------------------|
| | Planning Fee | Per request | \$16.16 | \$2903.66 |
| | Land & Building | Per 100 sq.ft. cage | \$594.04 | |
| | Land & Building | Per sq.ft. cage | \$5.94 | |
| | Space Enclosure | | | |
| | Cage Preparation | Per 100 sq.ft.Cage | \$110.97 | NA |
| | Cage Preparation | Per add' l 50 sq. ft. | \$55.49 | NA |
| | Entrance Fiber Structure Chg | Per cable | \$0.0156 | |
| | Cable Rack | Per entrance cable | \$21.47 | NA |
| | Power Delivery -48V DC | | | |
| | Grounding | | \$4.32 | |
| | 40 Amp | Per 40 amp | | \$142.40 |
| | 100 Amp | Per 100 amp | | \$185.72 |
| | 200 Amp | Per 200 amp | | \$242.05 |
| | Power Consumption | | | |
| | DC Plant | Per breaker Amp | \$3.55 | |
| | AC Usage | Per breaker Amp | \$2.03 | - |
| | CLEC – POT Bay Cross Connects | | | |
| | Connection to MDF | Per 100 Circuits | \$4.75 | \$769.08 |
| | Connection to MDF | Per Circuit | \$.0475 | \$7.69 |
| | DS-1 Cross Connects | | | |
| | Connection to DCS | Per 28 Circuits | \$215.12 | \$1166.31 |
| | Connection to DCS | Per Circuit | \$7.68 | \$41.65 |
| | Connection to DSX | Per 28 Circuits | \$10.63 | \$1166.31 |
| | Connection to DSX | Per Circuit | .38 | \$41.65 |
| | DS-3 Cross Connects | | | |
| | Connection to DSX | Per Circuit | \$9.32 | \$298.03 |
| | Connection to DCS | Per Circuit | \$53.96 | \$298.03 |
| | POT Bay Rates | Per Cross Connect | | |
| | 2-Wire Cross-Connect | | \$0.40 | |
| | 4-Wire Cross-Connect | | \$1.20 | |

| | | | | |
|--|------------------------------|-------------------|---------|-----------------|
| | DS1 Cross-Connect | | \$1.20 | |
| | DS3 Cross-Connect | | \$8.00 | |
| | 2 Fiber Cross-Connect | | | \$38.79 |
| | 4 Fiber Cross-Connect | | | \$52.31 |
| | Frame Cross Connects | | | |
| | Cross Connects | Per cross connect | | First/Add' l |
| | 2-wire | | \$0.033 | \$33.82/\$31.92 |
| | 4-wire | | \$0.066 | \$33.94/\$31.95 |
| | DS-1 | | \$1.51 | \$53.27/\$40.16 |
| | DS-3 | | \$19.26 | \$52.37/\$38.89 |
| | 2-fiber | | \$3.82 | \$52.37/\$38.89 |
| | 4-fiber | | \$6.79 | \$65.03/\$51.55 |
| | Security Access Cards | Per 5 cards | | \$76.10 |

EXHIBIT B

Page 1 of 4

**ENVIRONMENTAL AND SAFETY
PRINCIPLES**

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and Network Telephone Corporation agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and Network Telephone Corporation shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Network Telephone Corporation should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Network Telephone Corporation to follow when working at a Company Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. Network Telephone Corporation will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Network Telephone Corporation space with proper notification. BellSouth reserves the right to stop any Network Telephone Corporation work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at BellSouth Premises by Network Telephone Corporation are

owned by Network Telephone Corporation. Network Telephone Corporation will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written Company approval, no substantial new safety or environmental hazards can be created by Network Telephone Corporation or different hazardous materials used by Network Telephone Corporation at BellSouth Facility. Network Telephone Corporation must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

- 1.6 Spills and Releases. When contamination is discovered at BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by Network Telephone Corporation to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Network Telephone Corporation will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and Network Telephone Corporation will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Network Telephone Corporation must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and Network Telephone Corporation shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, Network Telephone Corporation agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. Network Telephone Corporation further agrees to cooperate with BellSouth to ensure that Network Telephone Corporation's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Network Telephone Corporation, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

| ENVIRONMENTAL CATEGORIES | ENVIRONMENTAL ISSUES | ADDRESSED BY THE FOLLOWING DOCUMENTATION |
|---|--|--|
| Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials) | <p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p> | <ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management) |
| Emergency response | Hazmat/waste release/spill firesafety emergency | <ul style="list-style-type: none"> • Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Premises) |
| Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks) | <p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Performance of services in accordance with BST's environmental M&Ps</p> <p>Insurance</p> | <ul style="list-style-type: none"> • Std T&C 450 • Std T&C 450-B • (Contact E/S for copy of appropriate E/S M&Ps.) • Std T&C 660 |
| Transportation of hazardous material | <p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p> | <ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management) |
| <p>Maintenance/operations work which may produce a waste</p> <p>Other maintenance work</p> | <p>Compliance with all application local, state, & federal laws and regulations</p> <p>Protection of BST employees and equipment</p> | <ul style="list-style-type: none"> • Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O |

| | | (OSHA Standard) |
|---|--|---|
| Janitorial services | <p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p> | <ul style="list-style-type: none"> • P&SM Manager - Procurement • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom) |
| Manhole cleaning | <p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p> | <ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management) |
| Removing or disturbing building materials that may contain asbestos | Asbestos work practices | <ul style="list-style-type: none"> • GU-BTEN-001BT, Chapter 3 |

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

E/S -- Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

AWG-6

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of)
)
Deployment of Wireline Services Offering) CC Docket No. 98-147
Advanced Telecommunications Capability)

MEMORANDUM OPINION AND ORDER

Adopted: February 20, 2001

Released: February 21, 2001

By the Acting Deputy Chief, Common Carrier Bureau:

I. INTRODUCTION

1. In this Order, we address a request that the Commission waive certain aspects of its *Collocation Reconsideration Order*.¹ For the reasons set forth below, we grant BellSouth Corporation and BellSouth Telecommunications, Inc. (collectively, "BellSouth") a conditional waiver of certain aspects of the *Collocation Reconsideration Order* pending Commission action on petitions for reconsideration of the 90-day provisioning interval.

II. BACKGROUND

2. On August 10, 2000, the Commission released the *Collocation Reconsideration Order*, which established national standards for processing physical collocation applications and provisioning physical collocation arrangements. Specifically, the Commission required that an incumbent local exchange carrier ("incumbent LEC") must tell a requesting telecommunications carrier whether a collocation application has been accepted or denied within ten calendar days after receiving the application, in instances where neither the state nor the parties to an interconnection agreement set a different deadline.² The Commission also required that an incumbent LEC must complete physical collocation provisioning within 90 calendar days after receiving an acceptable collocation application, except to the extent a state sets its own

¹ *Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, Order on Reconsideration and Second Further Notice of Proposed Rulemaking, 2000 WL 1128623 (rel. Aug. 10, 2000) ("*Collocation Reconsideration Order*"). A summary of the *Collocation Reconsideration Order* was published at 65 Fed. Reg. 54433 (Sept. 8, 2000) ("*Collocation Summary*").

² *Collocation Reconsideration Order*, *supra* note 1, at ¶ 24.

collocation provisioning standard or an interconnection agreement between an incumbent LEC and a requesting carrier sets an alternative standard.³

3. In the *Collocation Reconsideration Order*, the Commission recognized that an incumbent LEC may have filed with the state commission a statement of generally available terms ("SGAT") or a tariff that sets forth the rates, terms, and conditions under which the incumbent LEC provides physical collocation. The Commission required that an incumbent LEC must file with the state commission any amendments necessary to bring its SGAT or physical collocation tariff into compliance with the national standards. The Commission specified that these amendments would be due 30 days after the *Collocation Reconsideration Order's* effective date (*i.e.*, by November 9, 2000).⁴ The Commission also specified that the national standards would take effect within 60 days after the amendments filing for SGATs (*i.e.*, by January 8, 2001), and at the earliest point permissible under state law for tariffs, except to the extent the state commission specifies other application processing or provisioning intervals for a particular type of collocation arrangement.⁵

4. On November 7, 2000, the Common Carrier Bureau granted Verizon, SBC and Qwest conditional waivers of certain aspects of the *Collocation Reconsideration Order* pending Commission action on these carriers' petitions for reconsideration of the 90-day provisioning interval.⁶ The Bureau also clarified that the November 9, 2000 deadline for amending SGATs and collocation tariffs applies only to the extent a state has not affirmatively set its own application processing and provisioning standards for physical collocation. Finally, the Bureau Order clarified that a state commission does not set such standards when it permits application processing and provisioning intervals to take effect without an affirmative determination that they comply with section 251(c)(6) of the Communications Act of 1934, as amended ("Communications Act" or "Act").⁷

5. On December 1, 2000, BellSouth filed a petition for conditional waiver of the 90-day collocation interval established in the *Collocation Reconsideration Order*. Specifically, BellSouth requests the same conditional waiver from the 90-day collocation interval that we granted Verizon and SBC in the *Collocation Waiver Order*. On December 18, 2000, BellSouth filed an *ex parte* letter indicating there are three states in which the state commission has not yet

³ *Id.* at ¶ 29.

⁴ See *id.* at ¶ 36; see also *Collocation Summary*, 65 Fed. Reg. at 54433 (establishing an October 10, 2000 effective date for certain rules adopted in the *Collocation Reconsideration Order*); *Deployment of Wireline Services Offering Advanced Telecommunications Capability*, 65 FR 57291 (Sept. 22, 2000) (establishing the same effective date for the remaining rules adopted in that *Order*).

⁵ *Collocation Reconsideration Order*, *supra* note 1, at ¶ 36.

⁶ *Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, Memorandum Opinion and Order, DA 00-2528 (Com. Car. Bur. rel. Nov. 7, 2000) ("*Collocation Waiver Order*").

⁷ 47 U.S.C. § 251(c)(6).

set its own interval standard. Those states are Alabama, North Carolina, and Tennessee.⁸ ITC^DeltaCom, Inc. d/b/a ITC^DeltaCom Communications, Inc. ("ITC^DeltaCom") and WorldCom, Inc. ("WorldCom") oppose BellSouth's waiver request.

III. DISCUSSION

A. Waiver Request

6. We grant, in part, the petition of BellSouth for a conditional waiver of certain aspects of the *Collocation Reconsideration Order* pending Commission action on petitions for reconsideration of that *Order*. Specifically, BellSouth requests waiver of the 90-day provisioning interval set by the Commission in the *Collocation Reconsideration Order* pending Commission reconsideration of that interval. BellSouth proposes that its waiver be conditioned on compliance with alternative application processing and provisioning standards for physical collocation identical to the standards set for SBC and Verizon in the *Collocation Waiver Order*. We conclude that the equities favor the grant of the waiver only because we find that the alternative intervals upon which we condition the waiver will not create substantial additional delay in the provisioning of physical collocation space to competitors. Thus, by granting the waiver, we in no way retreat from the Commission's determination that a national standard for such intervals is essential in the absence of state commission action on such intervals. Accordingly, we condition the waiver on petitioner's implementation of those standards to the extent states within petitioner's region have not set their own application processing or provisioning standards for BellSouth's physical collocation operations.

7. As stated in our *Collocation Waiver Order*, the Commission may waive any provision of its rules for good cause shown.⁹ In their petitions for reconsideration of the *Collocation Reconsideration Order*, Verizon, SBC, and Qwest raised issues as to whether the 90-day interval is appropriate, either generally or for particular types of arrangements. We also noted in the *Collocation Waiver Order* that these petitions for reconsideration and the comments on them greatly expand the record on reasonable physical collocation intervals beyond what was available to the Commission when it adopted the *Collocation Reconsideration Order*. While we express no opinion on the merits of these petitions for reconsideration or on what action the Commission might take in response to them, this greatly expanded record countenances pause

⁸ The Alabama Public Service Commission ("Alabama Commission") filed comments in response to BellSouth's waiver request.

⁹ 47 C.F.R. § 1.3. A rule may be waived where the particular facts make strict compliance inconsistent with the public interest. *Northeast Cellular Telephone Co. v. FCC*, 897 F.2d 1164, 1166 (D.C. Cir. 1990) (*Northeast Cellular*). In addition, we may take into account considerations of hardship, equity, or more effective implementation of overall policy on an individual basis. *WAIT Radio v. FCC*, 418 F.2d 1153, 1157 (D.C. Cir. 1969), cert. denied, 409 U.S. 1027 (1972) (*WAIT Radio*).

before we insist on absolute compliance with that *Order*. Consequently, we reject WorldCom's argument that the requisite "good cause" has not been provided.¹⁰

8. An additional consideration is that, in adopting the application processing and provisioning standards, the Commission specified that an incumbent LEC need not comply with them to the extent a state sets its own standards for physical collocation.¹¹ Granting the interim waiver requested by BellSouth will give state commissions additional time to evaluate whether different intervals are more appropriate in their states, as contemplated in the *Collocation Reconsideration Order*. At the same time, we continue to believe that it would be unfair to competitive local exchange carriers ("competitive LECs") to allow any incumbent LEC to continue the collocation provisioning performance that led us to adopt the national application processing and collocation provisioning standards. That performance, as the Commission determined in the *Collocation Reconsideration Order*, has substantially delayed many competitive LECs' efforts to obtain physical collocation and has impeded competitive LECs' ability to provide facilities-based service in much of the country.¹²

9. We therefore conclude that the public interest would be best served by conditioning waiver on BellSouth's commitment to meet reasonable alternative provisioning intervals. Accordingly, we condition our grant on petitioner's adoption of interim application processing and provisioning intervals in accordance with the procedures specified for SBC and Verizon in the *Collocation Waiver Order*. These intervals will remain in effect pending Commission action on the petitions for reconsideration of the *Collocation Reconsideration Order*, except to the extent a state sets its own intervals. These intervals will provide meaningful relief to many competitive LECs, without forcing BellSouth to implement the national standards prior to any federal or state consideration of their arguments that the current standards are unreasonably short. Moreover, we find that this waiver test is consistent with the Commission's goal in the *Collocation Reconsideration Order* of substantially reducing the delays competitive LECs encounter in seeking to use physical collocation to compete against incumbent LECs.¹³

10. BellSouth's request for the same conditional waiver of the 90-day interval that was granted to Verizon and SBC in the *Collocation Waiver Order* is a reasonable one. Pursuant to those waivers, Verizon and SBC are required to adhere to collocation intervals adopted by the New York Public Service Commission ("New York Commission"). Specifically, those waivers were, and this waiver is, conditioned upon compliance with New York Commission requirements that the incumbent LEC notify a requesting carrier whether its request can be accommodated within eight business days (roughly, 11 calendar days) of the incumbent LEC's receipt of a physical collocation application. Competitive LECs that have properly forecast their collocation demands are entitled to obtain physical collocation space within 76 business days

¹⁰ WorldCom Comments at 2-3.

¹¹ *Collocation Reconsideration Order*, *supra* note 1, at ¶¶ 24 & 29.

¹² *Id.* at ¶¶ 20-21.

¹³ *See id.* at ¶ 20-23.

(roughly, 105 calendar days) when conditioned space is available. In addition, the New York Commission requires Verizon to provision arrangements involving major construction or special applicant requirements within 91 business days (roughly, 126 calendar days).¹⁴ These provisioning intervals can be extended for 20 business days (roughly, 28 calendar days) if collocation space is not readily available and up to three months if the competitive LEC has not properly forecast its collocation demands.¹⁵ The New York Commission also requires that Verizon provision augments to existing collocation arrangements within 45 business days (roughly, 63 calendar days) of receiving a competitive LEC's application.¹⁶ As we stated in the *Collocation Waiver Order*, the New York Commission's standards are generally consistent with the Commission's goals, as set forth in the *Collocation Reconsideration Order* and we accordingly condition this waiver on compliance with these standards.¹⁷

11. We remain concerned, however, that the New York Commission's standards may result in excessively long intervals in instances where a competitive LEC has not properly forecast its collocation demands. For instance, under the New York standards, a failure to submit a timely and accurate forecast could subject a competitive LEC to intervals as long as 195 days for arrangements that do not involve major construction or special applicant requirements. In the context of this interim waiver order, we continue to find that this aspect of the New York standard would unfairly disadvantage competitors.¹⁸ We therefore will allow BellSouth to increase the provisioning interval for a proposed physical collocation arrangement by no more than 60 calendar days in the event a competitive LEC fails to provide a timely and accurate forecast. WorldCom argues that BellSouth has gone beyond seeking to extend the terms of the *Collocation Waiver Order* to itself by also requesting that the Commission order competitive LECs to provide two-year forecasts.¹⁹ We do not believe that it is a fair reading of BellSouth's request. In any event, the waiver we grant herein does not allow BellSouth to increase provisioning intervals due to failure of a competitive LEC to submit a timely and accurate forecast unless the competitive LEC has not properly forecast its collocation requirements three months in advance.²⁰ We expect BellSouth to use its best efforts to minimize any such increases, particularly during the initial implementation period when many competitive LECs may still be in the process of preparing their forecasts. In addition, absent a competitive LEC's express

¹⁴ Verizon Petition for Waiver at Attachment C.

¹⁵ Verizon Petition for Waiver at Attachment C. We note that the New York Commission standards provide for no penalty for inaccurate competitive LEC forecasts, other than an increase in provisioning intervals.

¹⁶ *Proceeding on Motion of the Commission to Examine Issues Concerning the Provision of Digital Subscriber Line Services*, Opinion and Order Concerning Verizon's Provision of DSL Capabilities, Opinion No. 00-12, 8-10 (New York PSC, Oct. 31, 2000) ("*New York PSC Opinion No. 00-12*").

¹⁷ See *Collocation Waiver Order* at ¶ 14.

¹⁸ *Id.* at ¶ 15.

¹⁹ WorldCom Comments at 3.

²⁰ See Verizon Petition for Waiver at Attachment C.

approval, BellSouth must use collocation forecasts obtained from the competitive LEC only for purposes of providing that carrier with reasonable and nondiscriminatory collocation arrangements.²¹

12. Subject to these modifications, we find that the New York Commission standards, including the 45 business day interval for augments, meet our criterion for an interim waiver of the national standards. To the extent any state has affirmatively specified different application processing or provisioning intervals for BellSouth's operations within that state, BellSouth, of course, must implement the alternative intervals in that state. For example, the Alabama Public Service Commission ("Alabama Commission") filed comments regarding BellSouth's waiver request to inform the Commission that the Alabama Commission has issued a decision on cageless collocation provisioning intervals and anticipates issuing a decision on additional collocation processing and provisioning intervals in the near future.²² To the extent a state has set application processing or provisioning intervals for particular types of BellSouth collocation arrangements, BellSouth must implement those intervals in that state.²³ To the extent a state does not set such intervals, BellSouth must comply with the conditional waiver granted in this Order. BellSouth would be required to comply with any new state provisioning intervals when the state sets those intervals.

B. Implementing Procedures

13. In order to implement the conditions discussed above and thereby to effectuate the requested waivers, BellSouth must offer to provide all forms of physical collocation in accordance with those intervals, except to the extent a state has affirmatively specified its own application processing and collocation interval deadlines. These offers must be consistent with the procedures set forth in the *Collocation Reconsideration Order*.²⁴ BellSouth also must file with the state commissions any amendments necessary to bring its SGATs or collocation tariffs into compliance with the interim standards.²⁵ BellSouth will have fifteen days from the release of this Order to file these amendments. The interim standards shall take effect within 60 days after the amendments filing for SGATs, and at the earliest point permissible under state law for

²¹ 47 U.S.C. § 222.

²² See Alabama Commission Comments at 2. See also ITC/DeltaCom Comments at 2 (noting that the Alabama Commission, the Georgia Public Service Commission, and the Tennessee Regulatory Authority have issued orders regarding cageless collocation applications).

²³ See *Collocation Reconsideration Order* at ¶ 37.

²⁴ See *Collocation Reconsideration Order*, *supra* note 1, at ¶¶ 33-34.

²⁵ *Id.* at ¶ 36.

tariffs, except to the extent the state commission affirmatively specifies other application processing or provisioning intervals for a particular type of collocation arrangement.²⁶

II. ORDERING CLAUSES

14. Accordingly, IT IS ORDERED, pursuant to sections 1-4, 201, 202, 251-254, 256, 271, and 303(r) of the Communications Act of 1934, as amended, 47 U.S.C. §§ 151-154, 201, 202, 251-254, 256, 271, 303(r), and authority delegated under sections 0.91 and 0.291 of the Commission's rules, 47 C.F.R. §§ 0.91 and 0.291, that the Petition for Conditional Waiver filed December 1, 2000 by BellSouth Corporation and BellSouth Telecommunications, Inc. IS GRANTED TO THE EXTENT STATED HEREIN AND OTHERWISE DENIED, subject to the conditions stated in part III.A of this *Memorandum Opinion and Order*. BellSouth must implement the application processing and provisioning intervals for physical collocation described in Attachment C to Verizon's Petition for Conditional Waiver, as modified by the New York Commission in Opinion No. 00-12, subject to the modifications set forth in this Order.

15. IT IS FURTHER ORDERED that the conditional waiver granted in this *Memorandum Opinion and Order* IS EFFECTIVE IMMEDIATELY UPON RELEASE, in accordance with Section 1.103 of the Commission's rules, 47 C.F.R. § 1.103.

FEDERAL COMMUNICATIONS COMMISSION



Glenn T. Reynolds
Acting Deputy Chief
Common Carrier Bureau

²⁶ *Id.* The conditional waiver we grant BellSouth in this *Order* will take effect immediately upon this *Order*'s release.

AWG-7

BELLSOUTH

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Robert T. Blau, Ph.D., CFA
Vice President-Executive and
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202 463-4108
Fax 202 463-4631

April 14, 2000

Mr. Lawrence E. Strickling
Chief, Common Carrier Bureau
Federal Communications Commission
445 Twelfth Street, SW
Washington, DC 20554

Re: BellSouth's Collocation Arrangements

Dear Larry:

In response to your request, this will confirm BellSouth's position regarding the continuance of existing collocation arrangements and the provisioning of new collocation arrangements within its central offices in the light of the recent Court of Appeals decision regarding collocation. *GTE Services Corporation, et al., v. FCC*, No. 99-1176 (D.C. Cir. March 17, 2000)

BellSouth developed the terms and conditions for its collocation contracts based upon the collocation orders issued by the Commission. BellSouth continues to work hard to make each existing collocation contract conform to both the spirit and letter of these orders. This includes the collocation requirements set forth in the Commission's *First Report and Order* released on March 31, 1999. Moreover, BellSouth implements all collocation arrangements with CLECs pursuant to the collocation contracts in place with those CLECs until such time as those contracts are amended or renegotiated. Consequently, the implementation of each collocation arrangement conforms to the requirements established in the Commission's orders.

BellSouth will continue to honor all existing collocation contracts with CLECs. This includes continuing to process all requests for collocation consistent with the terms of the contract and allowing equipment that is currently in place to remain in its collocation space. Accordingly, regardless of the recent Court of Appeals' decision, BellSouth will not change existing collocation arrangements or procedures for processing requests under any existing collocation contract during the life of such contracts or until the Commission issues new rules regarding collocation. Upon issuance of new rules, BellSouth will seek to amend existing contracts, in accordance with the terms of the contracts, to comply with the new rules.

Mr. Larry E. Strickling
April 14, 2000
Page 2

Once a CLEC's contract expires, BellSouth may propose new language consistent with the Court of Appeals' decision that vacated portions of the Commission's rules established in the *First Report and Order*. Regarding existing collocation arrangements that do not conform to the Court of Appeals' decision, however, BellSouth will allow the equipment already installed in such arrangements to remain in place and will grandfather the already installed equipment in those arrangements under any new contract negotiated with the CLEC. BellSouth's willingness to grandfather such arrangements that do not conform to the Court of Appeal's decision is conditioned upon the Commission not treating such a grandfather clause as discriminatory. Should the Commission or a state commission assert that the grandfather clause is discriminatory or that other CLECs can opt into the grandfather clause under Section 51.809(e) of the Commission's rules, BellSouth reserves the right to terminate the grandfather clause and require the removal of non-conforming collocation arrangements.

Please contact me if you have any questions regarding BellSouth's positions discussed above.

Sincerely

A handwritten signature in black ink, appearing to read "Robert T. Blau". The signature is fluid and cursive, with the first name "Robert" and last name "Blau" clearly distinguishable.

Robert T. Blau

AWG-8

Remote Site Physical Collocation

BELLSOUTH
REMOTE SITE PHYSICAL COLLOCATION

1. Scope of Attachment

- 1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when Network Telephone Corporation is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location.
- 1.2 Right to occupy. BellSouth shall offer to Network Telephone Corporation Remote Site Collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the rates, terms, and conditions of this Attachment, BellSouth hereby grants to Network Telephone Corporation a right to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, of a size which is specified by Network Telephone Corporation and agreed to by BellSouth (hereinafter "Remote Collocation Space"). BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth remote locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions at the request for collocation at BellSouth remote locations other than those specified above.
- 1.2.1 In all states other than Florida, the number of racks/bays specified by Network Telephone Corporation may contemplate a request for space sufficient to accommodate Network Telephone Corporation's growth within a two year period.
- 1.2.2 In the state of Florida, the number of racks/bays specified by Network Telephone Corporation may contemplate a request for space sufficient to accommodate Network Telephone Corporation's growth within an eighteen (18) month period.
- 1.2.3 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.
- 1.3 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this Agreement. Additionally, where BellSouth notifies Network Telephone Corporation that BellSouth's agreement with a Third Party does not grant BellSouth the ability to

provide access and use rights to others, upon Network Telephone Corporation's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Network Telephone Corporation. Network Telephone Corporation agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for Network Telephone Corporation. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Agreement and BellSouth, despite its best efforts, is unable to secure such access and use rights for Network Telephone Corporation as above, Network Telephone Corporation shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with Network Telephone Corporation in obtaining such permission.

- 1.4 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any vacant space in the Remote Site Location. Network Telephone Corporation will be responsible for any justification of vacant space within its Remote Collocation Space, if such justification is required by the appropriate state commission.
- 1.5 Use of Space. Network Telephone Corporation shall use the Remote Collocation Space for the purposes of installing, maintaining and operating Network Telephone Corporation's equipment (to include testing and monitoring equipment) necessary, for interconnection with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. The Remote Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.
- 1.6 Rates and charges. Network Telephone Corporation agrees to pay the rates and charges identified in Exhibit A attached hereto.
- 1.7 Due Dates. In all states except Georgia, if any due date contained in this Attachment falls on a weekend or holiday, then the due date will be the next business day thereafter.

2. Space Availability Report

- 2.1 Reporting. Upon request from Network Telephone Corporation, BellSouth will provide a written report ("Space Availability Report") specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

- 2.1.1 The request from Network Telephone Corporation for a Space Availability Report must be written and must include the Common Language Location Identification (“CLLI”) code for both the Remote Site Location and the serving central office. Such information regarding the CLLI code for the serving central offices located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4. If Network Telephone Corporation is unable to obtain the CLLI code, from for example a site visit to the remote site, Network Telephone Corporation may request the CLLI code from BellSouth. To obtain a CLLI code for a remote site directly from BellSouth, Network Telephone Corporation should submit to BellSouth a Remote Site Interconnection Request for Remote Site CLLI Code prior to submitting its request for a Space Availability Report. Network Telephone Corporation should complete all the requested information and submit the Request with the applicable fee to BellSouth.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. This interval excludes national holidays. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify Network Telephone Corporation and inform Network Telephone Corporation of the time frame under which it can respond. In Mississippi, the above intervals shall be in business days.

3. **Collocation Options**

- 3.1 **Compliance.** The parties agree to comply with all applicable federal, state, county, local and administrative laws, orders, rules, ordinances, regulations, and codes in the performance of their obligations hereunder.
- 3.2 **Cageless.** BellSouth shall allow Network Telephone Corporation to collocate Network Telephone Corporation’s equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Network Telephone Corporation to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments. For equipment requiring special technical considerations, Network Telephone Corporation must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to **Section 6**, following. Subject to space availability and technical feasibility, at Network Telephone Corporation’s option, Network Telephone Corporation may enclose its equipment.
- 3.3 **Shared (Subleased) Collocation.** Network Telephone Corporation may allow other telecommunications carriers to share Network Telephone Corporation’s Remote

Collocation Space pursuant to terms and conditions agreed to by Network Telephone Corporation ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. Network Telephone Corporation shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days (in Mississippi, 10 business days) of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Network Telephone Corporation that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and Network Telephone Corporation.

- 3.3.1 Network Telephone Corporation shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide Network Telephone Corporation with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In all states other than Florida, and in addition to the foregoing, Network Telephone Corporation shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an Application, only one Application Fee will be assessed. A separate Guest Application shall require the assessment of an Application Fee, as set forth in Exhibit A. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.
- 3.3.2 Network Telephone Corporation shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Network Telephone Corporation's Guests in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will provide approval for adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") where space within the Remote Site Location is legitimately exhausted, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Remote Site Adjacent Arrangement shall be constructed or procured by Network Telephone Corporation and in conformance with BellSouth's design and construction specifications. Further, Network Telephone Corporation shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s)

pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for the Remote Site Adjacent Arrangement.

- 3.4.1 Should Network Telephone Corporation elect such an option, Network Telephone Corporation must arrange with a BellSouth Certified Contractor to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, Network Telephone Corporation and Network Telephone Corporation's BellSouth Certified Contractor must comply with local building code requirements. Network Telephone Corporation's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Network Telephone Corporation's BellSouth Certified Contractor shall bill Network Telephone Corporation directly for all work performed for Network Telephone Corporation pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. Network Telephone Corporation must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Network Telephone Corporation's locked enclosure prior to notifying Network Telephone Corporation.
- 3.4.2 BellSouth maintains the right to review Network Telephone Corporation's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s). BellSouth shall complete its review within fifteen (15) calendar days. BellSouth may inspect the Remote Site Adjacent Arrangement(s) following construction and prior to the Commencement Date, as defined in **Section 4** following, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require Network Telephone Corporation, at Network Telephone Corporation's sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Remote Site Adjacent Arrangement, within seven (7) calendar days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.
- 3.4.3 Network Telephone Corporation shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At Network Telephone Corporation's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. Network Telephone Corporation's BellSouth Certified Contractor shall be responsible, at Network Telephone Corporation's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.

- 3.4.4 BellSouth shall allow Shared (Subleased) Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.

4 Occupancy

- 4.1 Occupancy. BellSouth will notify Network Telephone Corporation in writing that the Remote Collocation Space is ready for occupancy. Network Telephone Corporation must notify BellSouth in writing that collocation equipment installation is complete. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice.
- 4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, Network Telephone Corporation may terminate occupancy in a particular Remote Site Location by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy.
- 4.2.1 Upon termination of occupancy, Network Telephone Corporation at its expense shall remove its equipment and other property from the Remote Collocation Space. Network Telephone Corporation shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of Network Telephone Corporation's Guests, unless Network Telephone Corporation's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date; provided, however, that Network Telephone Corporation shall continue payment of monthly fees to BellSouth until such date as Network Telephone Corporation, and if applicable Network Telephone Corporation's Guest, has fully vacated the Remote Collocation Space. Should Network Telephone Corporation or Network Telephone Corporation's Guest fail to vacate the Remote Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of Network Telephone Corporation or Network Telephone Corporation's Guest at Network Telephone Corporation's expense and with no liability for damage or injury to Network Telephone Corporation or Network Telephone Corporation's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of occupancy with respect to a Remote Collocation Space, Network Telephone Corporation shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the Network Telephone Corporation except for ordinary wear and tear unless otherwise agreed to by the Parties. Network Telephone Corporation shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of a Remote Site Adjacent Arrangement at the termination of occupancy and restoring the grounds to their original condition.

5 Use of Remote Collocation Space

- 5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services.
- 5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on Network Telephone Corporation's failure to comply with these requirements.
- 5.1.2 Network Telephone Corporation shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.
- 5.1.3 Network Telephone Corporation shall place a plaque or other identification affixed to Network Telephone Corporation's equipment to identify Network Telephone Corporation's equipment, including a list of emergency contacts with telephone numbers.
- 5.1.4 All Network Telephone Corporation equipment installation shall comply with BellSouth TR 73503-11, Section 8, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid state protector unit (over-voltage protection only) which has been listed by a nationally recognized testing laboratory.
- 5.2 Entrance Facilities. Network Telephone Corporation may elect to place Network Telephone Corporation-owned or Network Telephone Corporation-leased entrance facilities into the Remote Collocation Space from Network Telephone Corporation's point of presence. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. Network Telephone Corporation will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. Network Telephone Corporation must contact BellSouth for instructions prior to placing the entrance facility cable. Network Telephone Corporation is responsible for maintenance of the entrance facilities.

- 5.2.1 Shared Use. Network Telephone Corporation may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to Network Telephone Corporation's collocation arrangement within the same BellSouth Remote Site Location.
- 5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between Network Telephone Corporation's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. Network Telephone Corporation or its agent must perform all required maintenance to Network Telephone Corporation equipment/facilities on its side of the demarcation point, pursuant to **Section 5.4**, following.
- 5.4 Network Telephone Corporation's Equipment and Facilities. Network Telephone Corporation, or if required by this Attachment, Network Telephone Corporation's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Network Telephone Corporation.
- 5.5 BellSouth's Access to Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications.
- 5.6 Access. Pursuant to **Section 12**, Network Telephone Corporation shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. Network Telephone Corporation agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of Network Telephone Corporation or Network Telephone Corporation's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by Network Telephone Corporation and returned to BellSouth Access Management within fifteen (15) calendar days of Network Telephone Corporation's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. Network Telephone Corporation agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Network Telephone Corporation employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Network Telephone Corporation or upon the termination of this Attachment or the termination of occupancy of an individual Remote Site collocation arrangement.
- 5.6.1 Network Telephone Corporation must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date Network Telephone

Corporation desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, Network Telephone Corporation may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event Network Telephone Corporation desires access to the Collocation Space after submitting such a request but prior to access being approved, BellSouth shall permit Network Telephone Corporation to access the Collocation Space accompanied by a security escort at Network Telephone Corporation's expense. Network Telephone Corporation must request escorted access at least three (3) business days prior to the date such access is desired.

- 5.7 Lost or Stolen Access Keys. Network Telephone Corporation shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations as a result of a lost Access Key(s) or for failure to return an Access Key(s), Network Telephone Corporation shall pay for all reasonable costs associated with the re-keying.
- 5.8 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Remote Collocation Space shall not significantly degrade, interfere with or impair service provided by BellSouth or by any other interconnector located in the Remote Site Location; shall not endanger or damage the facilities of BellSouth or of any other interconnector, the Remote Collocation Space, or the Remote Site Location; shall not compromise the privacy of any communications carried in, from, or through the Remote Site Location; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Network Telephone Corporation violates the provisions of this paragraph, BellSouth shall give written notice to Network Telephone Corporation, which notice shall direct Network Telephone Corporation to cure the violation within forty-eight (48) hours of Network Telephone Corporation's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.8.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Network Telephone Corporation fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or other interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Network Telephone Corporation's equipment. BellSouth will endeavor, but is not required, to provide notice to Network Telephone Corporation prior to taking such action and shall have no liability to Network Telephone

Corporation for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

- 5.8.2 For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Network Telephone Corporation fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Network Telephone Corporation or, if subsequently necessary, the relevant Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Network Telephone Corporation shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.9 Presence of Facilities. Facilities and equipment placed by Network Telephone Corporation in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain its status as personality and may be removed by Network Telephone Corporation at any time. Any damage caused to the Remote Collocation Space by Network Telephone Corporation's employees, agents or representatives shall be promptly repaired by Network Telephone Corporation at its expense.
- 5.10 Alterations. In no case shall Network Telephone Corporation or any person acting on behalf of Network Telephone Corporation make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any specialized alterations shall be paid by Network Telephone Corporation. Any material rearrangement, modification, improvement, addition, or other alteration shall require an Application Fee.
- 5.11 Upkeep of Remote Collocation Space. Network Telephone Corporation shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. Network Telephone Corporation shall be responsible for removing any Network Telephone Corporation debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.

6. Space Notification

- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to Network Telephone Corporation and BellSouth that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof
- 6.2 Application for Space. Network Telephone Corporation shall submit a Remote Site Collocation Application when Network Telephone Corporation or Network Telephone Corporation's Guest(s), as defined in **Section 3**, desires to request or modify the use of the Remote Collocation Space.
- 6.3 Initial Application. For Network Telephone Corporation or Network Telephone Corporation's Guest(s) equipment placement, Network Telephone Corporation shall submit to BellSouth an Application. The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information. Prior to submitting the application, CLLI information can be obtained in the manner set forth in **Section 2**. An Application Fee will apply.
- 6.4 Subsequent Application In the event Network Telephone Corporation or Network Telephone Corporation's Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, Network Telephone Corporation shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by Network Telephone Corporation in the Application. Such necessary modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.4.1 Subsequent Application Fee. The application fee paid by Network Telephone Corporation for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application fee will be required. The fee for a Subsequent Application where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. If the modification requires capital expenditure assessment, a full Application Fee shall apply. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.

- 6.5 Availability of Space. Upon submission of an Application, BellSouth will permit Network Telephone Corporation to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that Remote Site Collocation is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in **Section 7** shall apply, or BellSouth may elect to deny space in accordance with this section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify Network Telephone Corporation of the amount that is available.
- 6.5.1 Availability Notification. Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days (In Mississippi, ten (10) business days) as to whether space is available or not available within a BellSouth Remote Site Location. With the exception of Georgia, this interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify Network Telephone Corporation of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by Network Telephone Corporation, Network Telephone Corporation must resubmit its Application to reflect the actual space available.
- 6.5.2 BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an Application Fee will be assessed. When BellSouth's Application Response includes an amount of space less than that requested by Network Telephone Corporation, Network Telephone Corporation must amend its Application to reflect the actual space available prior to submitting Bona Fide Firm Order.
- 6.5.3 BellSouth will respond to a Louisiana Application within ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications, it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify Network Telephone Corporation of the amount of space that is available and no Application Fee will apply. When BellSouth's response includes an amount of space less than that requested by Network Telephone Corporation, Network Telephone Corporation must resubmit its Application to reflect the actual space available. BellSouth will also respond as to whether the Application is Bona

Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide.

- 6.6 Denial of Application. If BellSouth notifies Network Telephone Corporation that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying Network Telephone Corporation that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow Network Telephone Corporation, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. With the exception of Georgia, this interval excludes national holidays. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application. In Mississippi the above intervals shall be in business days.
- 6.7 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Network Telephone Corporation to inspect any plans or diagrams that BellSouth provides to the Commission.
- 6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list
- 6.8.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available. A CLEC that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.

- 6.8.2 When space becomes available, Network Telephone Corporation must submit an updated, complete, and correct Application to BellSouth within 30 calendar days (in Mississippi, 30 business days) of such notification. Network Telephone Corporation may accept an amount of space less than its original request by submitting an Application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If Network Telephone Corporation does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove Network Telephone Corporation from the waiting list. Upon request, BellSouth will advise Network Telephone Corporation as to its position on the list.
- 6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days (in Mississippi, 10 business days) of the Denial of Application date. This interval excludes national holidays. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.
- 6.10 Application Response.
- 6.10.1 In Alabama, Kentucky, North Carolina, and Tennessee, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within twenty-three (23) business days of the receipt of a Bona Fide Application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.10.2 Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.
- 6.10.2.1 When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

- 6.10.3 In Florida, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response (“Application Response”) including sufficient information to enable Network Telephone Corporation to place a Firm Order. When Network Telephone Corporation submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.
- 6.10.4 In Georgia, when space has been determined to be available, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.
- 6.10.5 In Louisiana, BellSouth will respond with a full Application Response within thirty (30) calendar days for one (1) to ten (10) Applications; thirty (35) calendar days for eleven (11) to twenty (20) Applications; and for requests of more than twenty (20) Applications, it is increased by five (5) calendar days for every five Applications received within five (5) business days. The Application Response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.
- 6.11 Application Modifications.
- 6.11.1 If a modification or revision is made to any information in the Bona Fide Application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Network Telephone Corporation or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application with respect to response and provisioning intervals and BellSouth may charge Network Telephone Corporation an application fee. Where the Application Modification does not require assessment for provisioning or construction work by BellSouth, no application fee will be required. The fee for an Application Modification where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. Major changes such as requesting additional space or adding equipment may require Network Telephone Corporation to submit the Application with an Application Fee.
- 6.12 Bona Fide Firm Order.

- 6.12.1 In Alabama, Kentucky, North Carolina, and Tennessee, Network Telephone Corporation shall indicate its intent to proceed with equipment installation in a BellSouth Premise by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when Network Telephone Corporation has completed the Application/Inquiry process described in Section 6.2, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than five (5) business days after BellSouth's Application Response to Network Telephone Corporation's Bona Fide Application.
- 6.12.2 Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. Network Telephone Corporation shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when Network Telephone Corporation has completed the Application/Inquiry process described in this **Section 6**, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days (in Mississippi 30 business days) after BellSouth's Application Response to Network Telephone Corporation's Bona Fide Application or the Application will expire.
- 6.12.3 In Mississippi, Network Telephone Corporation shall indicate its intent to proceed with equipment installation in a BellSouth Remote Terminal Location by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when Network Telephone Corporation has completed the Application/Inquiry process described in **Section 6**, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) business days after BellSouth's Application Response to Network Telephone Corporation's Bona Fide Application or the Application will expire.
- 6.12.4 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of Network Telephone Corporation's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.
- 6.13 BellSouth will permit one accompanied site visit to Network Telephone Corporation's designated Remote Collocation Space after receipt of the Bona Fide Firm Order without charge to Network Telephone Corporation.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

7.1.1 In Alabama (Caged Only), Kentucky, North Carolina, and Tennessee, BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event Network Telephone Corporation submits a forecast as described in the following section three (3) months or more prior to the application date, the above intervals shall apply. In the event Network Telephone Corporation submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event Network Telephone Corporation submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with Network Telephone Corporation at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc.), conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an Application.

7.1.1.1 To be considered a timely and accurate forecast, Network Telephone Corporation must submit to BellSouth the CLEC Forecast Form, as set forth in Exhibit D attached hereto, containing the following information: Central Office/Serving Wire Center CLLI, Remote Site CLLI, number of bays, number of DS0, DS1, DS3 terminations, equipment power requirements (power drain) and planned application date.

7.1.2 In Alabama, BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental

hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

- 7.1.3 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and Network Telephone Corporation cannot agree upon a completion date, within 45 calendar days of receipt of the Bona Fide Firm Order for an initial request, and within 30 calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.
- 7.1.4 In Georgia, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of 60 calendar days from receipt of a Bona Fide Firm Order and 90 calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.5 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order for an initial request, and within 60 calendar days for an Augmentation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 120 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which

equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

- 7.1.6 In Mississippi, excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.7 In South Carolina, BellSouth will complete the construction and provisioning activities for collocation arrangements as soon as possible, but no later than 90 calendar days from receipt of a bona fide firm order. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.2 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide Network Telephone Corporation with the estimated completion date in its Response.
- 7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.4 Acceptance Walk Through. Network Telephone Corporation will schedule and complete an acceptance walk through of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying Network Telephone Corporation that the collocation space is ready for occupancy. BellSouth will correct any deviations to Network Telephone Corporation's original or jointly amended requirements within

seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.

- 7.5 Use of BellSouth Certified Supplier. Network Telephone Corporation shall select a supplier that has been approved by BellSouth to perform all engineering and installation work required in the Remote Collocation Space per TR 73503 specifications ("Certified Supplier"). BellSouth shall provide Network Telephone Corporation with a list of Certified Suppliers upon request. The Certified Supplier(s) shall be responsible for installing Network Telephone Corporation's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and Network Telephone Corporation upon successful completion of installation. The Certified Supplier shall bill Network Telephone Corporation directly for all work performed for Network Telephone Corporation pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Supplier. BellSouth shall consider certifying Network Telephone Corporation or any supplier proposed by Network Telephone Corporation. All work performed by or for Network Telephone Corporation shall conform to generally accepted industry guidelines and standards.
- 7.6 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. Network Telephone Corporation shall be responsible for placement, monitoring and removal of alarms used to service Network Telephone Corporation's Remote Collocation Space and for ordering the necessary services therefor. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.
- 7.7 Virtual Remote Site Collocation Relocation. BellSouth offers Virtual Collocation pursuant to the terms and conditions set forth in its F.C.C. Tariff No. 1 for Remote Site Collocation locations. The rates shall be the same as provided in this Exhibit A of this agreement. Network Telephone Corporation may place within its Virtual Collocation arrangements the telecommunications equipment set forth in **Section 5**. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and that physical Remote Collocation Space has subsequently become available, Network Telephone Corporation may relocate its virtual Remote Site collocation arrangements to physical Remote Site collocation arrangements and pay the appropriate non-recurring fees for physical Remote Site collocation and for the rearrangement or reconfiguration of services terminated in the virtual Remote Site collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Site collocation may become available at the location requested by Network Telephone Corporation, such information will be provided to Network Telephone Corporation in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to Network Telephone Corporation within 180 calendar days of BellSouth's

written denial of Network Telephone Corporation's request for physical collocation, and (ii) Network Telephone Corporation was not informed in the written denial that physical Remote Collocation Space would become available within such 180 calendar days, then Network Telephone Corporation may relocate its virtual Remote Site collocation arrangement to a physical Remote Site collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Site collocation. Network Telephone Corporation must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.

7.8 Cancellation. If, at anytime prior to space acceptance, Network Telephone Corporation cancels its order for the Remote Collocation Space(s), Network Telephone Corporation will reimburse BellSouth for the applicable non recurring rate for any and all work processes for which work has begun.

7.9 Licenses. Network Telephone Corporation, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Remote Collocation Space.

7.10 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

8. Rates and Charges

8.1 Application Fee. BellSouth will assess an Application Fee on a service order which shall be issued at the time BellSouth responds that space is available. Payment of the Application Fee will be due as dictated by Network Telephone Corporation's current billing cycle and is non-refundable.

8.2 Recurring Fees. Recurring charges begin on the date that Network Telephone Corporation executes the written document accepting the Remote Collocation Space pursuant to **Section 7**, or on the date Network Telephone Corporation first occupies the Remote Collocation Space, whichever is sooner. If Network Telephone Corporation fails to schedule and complete a walkthrough pursuant to **Section 7** within fifteen (15) days after BellSouth releases the space for occupancy, then BellSouth shall begin billing Network Telephone Corporation for recurring charges as of the sixteenth (16) day after BellSouth releases the Remote Collocation Space. Other charges shall be billed upon request for the services. All charges shall be due as dictated by Network Telephone Corporation's current billing cycle.

- 8.3 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power Network Telephone Corporation's equipment. Network Telephone Corporation shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible
- 8.4 Power. BellSouth shall make available -48 Volt (-48V) DC power for Network Telephone Corporation's Remote Collocation Space at a BellSouth Power Board (Fuse and Alarm Panel) or BellSouth Battery Distribution Fuse Bay ("BDFB") at Network Telephone Corporation's option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for Network Telephone Corporation's equipment exceeds the capacity for the rack/bay, then such power requirements shall be assessed on a recurring per amp basis for the individual case.
- 8.4.1 Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by Network Telephone Corporation's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Network Telephone Corporation's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At Network Telephone Corporation's option, Network Telephone Corporation may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.5 Security Escort. A security escort will be required whenever Network Telephone Corporation or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed prior to completing BellSouth's Security Training requirements. The parties will negotiate appropriate security escort rates which will be assessed on a one half (1/2) hour increment basis.
- 8.6 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by an effective order, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is

more than the Total Interim Price, Network Telephone Corporation shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to Network Telephone Corporation. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

- 8.7 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due as dictated by Network Telephone Corporation's current billing cycle. Network Telephone Corporation will pay a late payment charge of the lesser of one and one half percent or the legal interest rate assessed monthly on any balance which remains unpaid after the payment due date..

9. Insurance

- 9.1 Maintain Insurance. Network Telephone Corporation shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this **Section 9** and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.
- 9.2 Coverage. Network Telephone Corporation shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Network Telephone Corporation's real and personal property situated on or within BellSouth's Remote Site Location.
- 9.2.4 Network Telephone Corporation may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

- 9.3 Limits. The limits set forth in **Section 9.2** above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to Network Telephone Corporation to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by Network Telephone Corporation shall be deemed to be primary. All policies purchased by Network Telephone Corporation shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Attachment or until all Network Telephone Corporation's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If Network Telephone Corporation fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Network Telephone Corporation.
- 9.5 Submit certificates of insurance. Network Telephone Corporation shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Network Telephone Corporation shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Network Telephone Corporation's insurance company. Network Telephone Corporation shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
675 W. Peachtree Street
Rm. 17H53
Atlanta, Georgia 30375
- 9.6 Conformance to recommendations made by BellSouth's fire insurance company. Network Telephone Corporation must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If Network Telephone Corporation's net worth exceeds five hundred million dollars (\$500,000,000), Network Telephone Corporation may elect to request self-insurance status in lieu of obtaining any of the insurance required in **Sections 9.2.1** and **9.2.3**. Network Telephone Corporation shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Network Telephone Corporation in the event that self-insurance status is not granted to Network Telephone Corporation. If BellSouth approves

Network Telephone Corporation for self-insurance, Network Telephone Corporation shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Network Telephone Corporation's corporate officers. The ability to self-insure shall continue so long as Network Telephone Corporation meets all of the requirements of this Section. If Network Telephone Corporation subsequently no longer satisfies this Section, Network Telephone Corporation is required to purchase insurance as indicated by **Sections 9.2.1 and 9.2.3.**

9.8 Net worth requirements. The net worth requirements set forth in **Section 9.7** may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to Network Telephone Corporation to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

9.9 Failure to comply. Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Liens

10.1 Mechanics Lien or other Liens. If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or Network Telephone Corporation), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

11.1 BellSouth may conduct inspection. BellSouth may conduct an inspection of Network Telephone Corporation's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between Network Telephone Corporation's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Network Telephone Corporation adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Network Telephone Corporation with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 Network Telephone Corporation will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Network Telephone Corporation employee being considered for work on the BellSouth Premises, for the states/counties where the Network Telephone Corporation employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. Network Telephone Corporation shall not be required to perform this investigation if an affiliated company of Network Telephone Corporation has performed an investigation of the Network Telephone Corporation employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Network Telephone Corporation has performed a pre-employment statewide investigation of criminal history records of the Network Telephone Corporation employee for the states/counties where the Network Telephone Corporation employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 Network Telephone Corporation shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the Network Telephone Corporation name. BellSouth reserves the right to remove from its premises any employee of Network Telephone Corporation not possessing identification issued by Network Telephone Corporation or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Network Telephone Corporation shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. Network Telephone Corporation shall be solely responsible for ensuring that any Guest of Network Telephone Corporation is in compliance with all subsections of this **Section 12**.
- 12.3 Network Telephone Corporation will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.4 Network Telephone Corporation shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Network Telephone Corporation shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any Network Telephone Corporation personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Network Telephone Corporation chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Network Telephone Corporation may, in the alternative, certify to BellSouth that it shall not assign to the

BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

- 12.4.1 Network Telephone Corporation shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 Network Telephone Corporation shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each Network Telephone Corporation employee requiring access to a BellSouth Premises pursuant to this Attachment, Network Telephone Corporation shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, Network Telephone Corporation will disclose the nature of the convictions to BellSouth at that time. In the alternative, Network Telephone Corporation may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.6 At BellSouth's request, Network Telephone Corporation shall promptly remove from BellSouth's Premises any employee of Network Telephone Corporation BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of Network Telephone Corporation is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Notification to BellSouth. BellSouth reserves the right to interview Network Telephone Corporation's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to Network Telephone Corporation's Security contact of such interview. Network Telephone Corporation and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Network Telephone Corporation's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Network Telephone Corporation for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Network Telephone Corporation's employees, agents, or contractors

are responsible for the alleged act. BellSouth shall bill Network Telephone Corporation for BellSouth property which is stolen or damaged where an investigation determines the culpability of Network Telephone Corporation's employees, agents, or contractors and where Network Telephone Corporation agrees, in good faith, with the results of such investigation. Network Telephone Corporation shall notify BellSouth in writing immediately in the event that Network Telephone Corporation discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this section. Network Telephone Corporation shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs. In no event shall Network Telephone Corporation, its agents, vendors or employees access BellSouth or any other CLEC's end user telephone lines.
- 12.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Remote Collocation Space

- 13.1 Remote Collocation Space is damaged. In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Network Telephone Corporation's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Network Telephone Corporation's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to Network Telephone Corporation, except for improvements not the property of BellSouth, to repair the

damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Network Telephone Corporation may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Network Telephone Corporation's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Network Telephone Corporation. Where allowed and where practical, Network Telephone Corporation may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, Network Telephone Corporation shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for Network Telephone Corporation's permitted use, until such Remote Collocation Space is fully repaired and restored and Network Telephone Corporation's equipment installed therein (but in no event later than thirty (30) business days after the Remote Collocation Space is fully repaired and restored). Where Network Telephone Corporation has placed a Remote Site Adjacent Arrangement pursuant to section 3.4, Network Telephone Corporation shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

14. Eminent Domain

- 14.1 Power of Eminent Domain. If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Remote Collocation Space or Remote Site Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken under eminent domain, BellSouth and Network Telephone Corporation shall each have the right to terminate this Attachment with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

15. Nonexclusivity

- 15.1 Attachment is not exclusive. Network Telephone Corporation understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with

other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

EXHIBIT A: BELLSOUTH/Network Telephone Corporation RATES – ALABAMA
REMOTE SITE COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|--|--|---------------------|--------------------------|
| PE1RA | Application Fee* | Per request | N/A | \$869.18 |
| PE1RB | Cabinet Space * | Per Rack/Bay | \$230.19 | N/A |
| PE1RC | Power Upgrade* | Per fused amp | N/A | ICB/TBD |
| PE1RD | Security Access System New Key* | Per Key | N/A | \$26.19 |
| PE1SR | Space Availability Report* | Per premises requested | N/A | \$231.74 |
| PE1RE | Request for CLI* | Per Premises Requested | N/A | \$75.11 |
| AEH | Additional Engineering Fee (Note 1) | Per request, First half hour/add'l half hour | N/A | - |
| PE1BT | Security Escort (Note 1) Basic Time | Per half hr/add'l half hr | NA | - |
| PE1OT | Overtime | | NA | - |
| PE1PT | Premium Time | | NA | - |

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
 ICB/TBD rates will be on an Individual Case Basis .

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

**EXHIBIT A: BELLSOUTH/Network Telephone Corporation RATES – FLORIDA
REMOTE SITE COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|--|--|---------------------|--------------------------|
| PE1RA | Application Fee* | Per request | N/A | \$874.14 |
| PE1RB | Cabinet Space * | Per Rack/Bay | \$232.50 | N/A |
| PE1RC | Power Upgrade* | Per fused amp | N/A | ICB/TBD |
| PE1RD | Security Access System New Key* | Per Key | N/A | \$26.20 |
| PE1SR | Space Availability Report* | Per premises requested | N/A | \$231.45 |
| PE1RE | Request for CLI* | Per Premises Requested | N/A | \$75.13 |
| AEH | Additional Engineering Fee (Note 1) | Per request, First half hour/add'l half hour | N/A | - |
| PE1BT | Security Escort (Note 1) Basic Time | Per half hr/add'l half hr | NA | - |
| PE1OT | Overtime | | NA | - |
| PE1PT | Premium Time | | NA | - |

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element

ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

**EXHIBIT A: BELLSOUTH/Network Telephone Corporation RATES – GEORGIA
REMOTE SITE COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|---|--|---------------------|--------------------------|
| PE1RA | Application Fee* | Per request | N/A | \$931.61 |
| PE1RB | Cabinet Space * | Per Rack/Bay | \$224.82 | N/A |
| PE1RC | Power Upgrade* | Per fused amp | N/A | ICB/TBD |
| PE1RD | Security Access System New Key* | Per Key | N/A | \$25.88 |
| PE1SR | Space Availability Report* | Per premises requested | N/A | \$229.02 |
| PE1RE | Request for CLI* | Per Premises Requested | N/A | \$74.22 |
| AEH | Additional Engineering Fee (Note 1) | Per request, First half hour/add'l half hour | N/A | - |
| PE1BT | Security Escort (Note 1) Basic Time | Per half hr/add'l half hr | NA | - |
| PE1OT | Overtime | | NA | - |
| PE1PT | Premium Time | | NA | - |

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

**EXHIBIT A: BELLSOUTH/Network Telephone Corporation RATES – KENTUCKY
REMOTE SITE COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|--|--|---------------------|--------------------------|
| PE1RA | Application Fee* | Per request | N/A | \$868.91 |
| PE1RB | Cabinet Space * | Per Rack/Bay | \$224.41 | N/A |
| PE1RC | Power Upgrade* | Per fused amp | N/A | ICB/TBD |
| PE1RD | Security Access System New Key* | Per Key | N/A | \$26.60 |
| PE1SR | Space Availability Report* | Per premises requested | N/A | \$231.82 |
| PE1RE | Request for CLLI* | Per Premises Requested | N/A | \$75.13 |
| AEH | Additional Engineering Fee (Note 1) | Per request, First half hour/add'l half hour | N/A | - |
| PE1BT | Security Escort (Note 1) Basic Time | Per half hr/add'l half hr | NA | - |
| PE1OT | Overtime | | NA | - |
| PE1PT | Premium Time | | NA | - |

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

**EXHIBIT A: BELLSOUTH/Network Telephone Corporation RATES – LOUISIANA
REMOTE SITE COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|--|--|---------------------|--------------------------|
| PE1RA | Application Fee* | Per request | N/A | \$868.25 |
| PE1RB | Cabinet Space * | Per Rack/Bay | \$257.01 | N/A |
| PE1RC | Power Upgrade* | Per fused amp | N/A | ICB/TBD |
| PE1RD | Security Access System New Key* | Per Key | N/A | \$26.16 |
| PE1SR | Space Availability Report* | Per premises requested | N/A | \$231.49 |
| PE1RE | Request for CLI* | Per Premises Requested | N/A | \$75.02 |
| AEH | Additional Engineering Fee (Note 1) | Per request, First half hour/add'l half hour | N/A | - |
| PE1BT | Security Escort (Note 1) Basic Time | Per half hr/add'l half hr | NA | - |
| PE1OT | Overtime | | NA | - |
| PE1PT | Premium Time | | NA | - |

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element

ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

EXHIBIT A: BELLSOUTH/Network Telephone Corporation RATES – MISSISSIPPI
REMOTE SITE COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|---|--|---------------------|--------------------------|
| PE1RA | Application Fee* | Per request | N/A | \$868.60 |
| PE1RB | Cabinet Space * | Per Rack/Bay | \$241.11 | N/A |
| PE1RC | Power Upgrade* | Per fused amp | N/A | ICB/TBD |
| PE1RD | Security Access System New Key* | Per Key | N/A | \$26.16 |
| PE1SR | Space Availability Report* | Per premises requested | N/A | \$231.43 |
| PE1RE | Request for CLLI* | Per Premises Requested | N/A | \$75.01 |
| AEH | Additional Engineering Fee (Note 1) | Per request, First half hour/add'l half hour | N/A | - |
| PE1BT | Security Escort (Note 1) Basic Time | Per half hr/add'l half hr | NA | - |
| PE1OT | Overtime | | NA | - |
| PE1PT | Premium Time | | NA | - |

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

**EXHIBIT A: BELLSOUTH/Network Telephone Corporation RATES – NORTH
CAROLINA
REMOTE SITE COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|--|--|---------------------|--------------------------|
| PE1RA | Application Fee* | Per request | N/A | \$865.34 |
| PE1RB | Cabinet Space * | Per Rack/Bay | \$254.02 | N/A |
| PE1RC | Power Upgrade* | Per fused amp | N/A | ICB/TBD |
| PE1RD | Security Access System New Key* | Per Key | N/A | \$26.06 |
| PE1SR | Space Availability Report* | Per premises requested | N/A | \$230.60 |
| PE1RE | Request for CLI* | Per Premises Requested | N/A | \$74.74 |
| AEH | Additional Engineering Fee (Note 1) | Per request, First half hour/add'l half hour | N/A | - |
| PE1BT | Security Escort (Note 1) Basic Time | Per half hr/add'l half hr | NA | - |
| PE1OT | Overtime | | NA | - |
| PE1PT | Premium Time | | NA | - |

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

EXHIBIT A: BELLSOUTH/Network Telephone Corporation RATES – SOUTH CAROLINA
REMOTE SITE COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|--|--|---------------------|--------------------------|
| PE1RA | Application Fee* | Per request | N/A | \$871.12 |
| PE1RB | Cabinet Space * | Per Rack/Bay | \$246.44 | N/A |
| PE1RC | Power Upgrade* | Per fused amp | N/A | ICB/TBD |
| PE1RD | Security Access System New Key* | Per Key | N/A | \$26.25 |
| PE1SR | Space Availability Report* | Per premises requested | N/A | \$232.25 |
| PE1RE | Request for CLI* | Per Premises Requested | N/A | \$75.27 |
| AEH | Additional Engineering Fee (Note 1) | Per request, First half hour/add'l half hour | N/A | - |
| PE1BT | Security Escort (Note 1) Basic Time | Per half hr/add'l half hr | NA | - |
| PE1OT | Overtime | | NA | - |
| PE1PT | Premium Time | | NA | - |

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

EXHIBIT A: BELLSOUTH/Network Telephone Corporation RATES – TENNESSEE
REMOTE SITE COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|--|--|---------------------|--------------------------|
| PE1RA | Application Fee* | Per request | N/A | \$872.95 |
| PE1RB | Cabinet Space * | Per Rack/Bay | \$219.37 | N/A |
| PE1RC | Power Upgrade* | Per fused amp | N/A | ICB/TBD |
| PE1RD | Security Access System New Key* | Per Key | N/A | \$26.23 |
| PE1SR | Space Availability Report* | Per premises requested | N/A | \$232.12 |
| PE1RE | Request for CLI* | Per Premises Requested | N/A | \$75.23 |
| AEH | Additional Engineering Fee (Note 1) | Per request, First half hour/add'l half hour | N/A | - |
| PE1BT | Security Escort (Note 1) Basic Time | Per half hr/add'l half hr | NA | - |
| PE1OT | Overtime | | NA | - |
| PE1PT | Premium Time | | NA | - |

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

EXHIBIT B

**ENVIRONMENTAL AND SAFETY
PRINCIPLES**

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and Network Telephone Corporation agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (“Applicable Laws”). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and Network Telephone Corporation shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Network Telephone Corporation should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Network Telephone Corporation to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. Network Telephone Corporation will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Network Telephone Corporation space with proper notification. BellSouth reserves the right to stop any Network Telephone Corporation work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by Network Telephone Corporation

are owned by Network Telephone Corporation. Network Telephone Corporation will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by Network Telephone Corporation or different hazardous materials used by Network Telephone Corporation at BellSouth Facility. Network Telephone Corporation must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by Network Telephone Corporation to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Network Telephone Corporation will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and Network Telephone Corporation will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Network Telephone Corporation must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and Network Telephone Corporation shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, Network Telephone Corporation agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. Network Telephone Corporation further agrees to cooperate with BellSouth to ensure that Network Telephone Corporation's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Network Telephone Corporation, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

| ENVIRONMENTAL CATEGORIES | ENVIRONMENTAL ISSUES | ADDRESSED BY THE FOLLOWING DOCUMENTATION |
|---|--|--|
| Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials) | <p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p> | <ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management) |
| Emergency response | Hazmat/waste release/spill firesafety emergency | <ul style="list-style-type: none"> • Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Premises) |
| Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks) | <p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Performance of services in accordance with BST's environmental M&Ps</p> <p>Insurance</p> | <ul style="list-style-type: none"> • Std T&C 450 • Std T&C 450-B • (Contact E/S for copy of appropriate E/S M&Ps.) • Std T&C 660 |
| Transportation of hazardous material | <p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p> | <ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management) |
| <p>Maintenance/operations work which may produce a waste</p> <p>Other maintenance work</p> | <p>Compliance with all application local, state, & federal laws and regulations</p> <p>Protection of BST employees and equipment</p> | <ul style="list-style-type: none"> • Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O |

| | | (OSHA Standard) |
|---|--|---|
| Janitorial services | <p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p> | <ul style="list-style-type: none"> • P&SM Manager - Procurement • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom) |
| Manhole cleaning | <p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p> | <ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management) |
| Removing or disturbing building materials that may contain asbestos | Asbestos work practices | <ul style="list-style-type: none"> • GU-BTEN-001BT, Chapter 3 |

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

Exhibit C
Interval Matrix

| State | Type | Space Availability/Bona Fide Firm Order | Application Response/Price Quote | Construction and Provisioning | |
|--------------------------------|----------|---|-------------------------------------|----------------------------------|---------------|
| | | | | Ordinary | Extraordinary |
| Alabama ¹ | Cageless | 10 Calendar Days | 23 Business Days | 60 Cal | 90 Cal |
| Florida | Cageless | 15 Calendar Days | 15 Calendar Days* | 90 Cal | NA |
| Georgia | Cageless | 10 Calendar Days | 30 Calendar Days | 60 Cal | 90 Cal |
| Kentucky ¹ | Cageless | 10 Calendar Days | 23 Business Days | 76 Bus. | 91 Bus |
| Louisiana | Cageless | 10 Calendar Days* | 30 Calendar Days* | 90 Cal | 120 Cal |
| Mississippi | Cageless | 10 Business Days | 30 Business Days* | 120 Cal | 180Cal |
| North Carolina ¹ | Cageless | 10 Calendar Days | 23 Business Days | 76 Bus. | 91 Bus |
| South Carolina | Cageless | 10 Calendar Days | 30 Calendar Days* | 90 Cal | NA Cal |
| Tennessee ¹ | Cageless | 10 Calendar Days | 23 Business Days | 76 Bus. | 91 Bus |

* Extended intervals shall apply when multiple applications are submitted.

Note 1: The intervals were set by the FCC's Order in Docket No. 98-147 released February 20, 2001.

The construction and provisioning intervals, as listed for these states, will apply if a forecast is submitted three (3) months prior to the application date. Extended intervals shall apply if the forecast is not received three (3) months in advance.

THREE MONTH CLEC FORECAST

DATE _____

*Standard bays are defined as racks, bays or cabinets, including equipment and cable, with measurements equal to or less than the following: Width - 20 equipment bays in BellSouth is 7'0".

Forecast with application dates greater than 3 months from the date of submission will not guarantee the reservation of space in the office

requested.

AWG-9

MICROWAVE COLLOCATION

Where technically feasible and where space is available, BellSouth will provide for physical collocation of WinStar's microwave equipment on the roofs of BellSouth's Central Office Buildings. Such equipment will be limited to that necessary for interconnection of WinStar's network facilities to BellSouth's network or access to BellSouth's unbundled network elements.

Microwave Collocation includes placement of supporting masts, non-penetrating roof mounts ("NPRM"), penetrating pipe stands, parapet mounts, and microwave antenna(e) on the roof top or other suitable exterior spaces of BellSouth's Central Offices and does not include the construction of towers. The Parties will work together to determine the preferable type of antenna mount reasonably considering such factors as permitting requirements, roof maintenance issues and any other relevant factors. BellSouth shall have final approval of the type of antenna mount. The Parties agree that the elements listed below reflect requirements for Microwave Collocation, which shall be provided in accordance with the rates, terms and conditions set forth below. The Parties acknowledge that Microwave Collocation requires unobstructed line-of-sight. Unobstructed line-of-sight will be provided by BellSouth where technically feasible but is not guaranteed to be available. WinStar accepts the responsibility of determining unobstructed line-of-sight at any location where WinStar applies for Microwave Collocation.

1. PROVISIONING PROCESS AND FEES

A. Initial Site Visit

WinStar will provide a Site Visit Request to BellSouth, in writing, setting forth the names of the BellSouth Central Office Buildings(s) WinStar wishes to visit for potential Microwave Collocation. Such site visit consists of WinStar representatives and appropriate BellSouth personnel visiting a BellSouth Central Office building for the purpose of determining whether an unobstructed line-of-sight is technically feasible. WinStar will be responsible for making an unobstructed line-of-sight determination. Such Site Visit does not obligate WinStar to request, or BellSouth to provide, Microwave Collocation on the site. The site visit will take place within fifteen (15) calendar days of receipt by BellSouth of WinStar's Site Visit Request or as soon thereafter as can be scheduled by the Parties.

WinStar will submit a Site Visit Request Fee as specified in Exhibit B attached hereto, and will pay for the reasonable cost BellSouth incurs for travel, if necessary, for each site requested with each Site Visit not to exceed two hours. Charges for site visits that take longer than two (2) hours will be charged by BellSouth to WinStar at BellSouth's loaded labor rates on a per hour basis in addition to the Site Visit Request Fee. BellSouth will make every effort possible to use resources near the requested location to minimize travel

required. If BellSouth determines that airline travel is required, BellSouth will contact WinStar in an effort to discuss possible alternatives.

B. Microwave Collocation Application

This provision shall coincide with provisions under Section 6 and 7 of the Collocation Attachment.

BellSouth will respond to Microwave Collocation Application(s) pursuant to Section 2 and 6 of this Attachment.

INTERCONNECTOR shall submit the Application and Inquiry document pursuant to BellSouth's FCC #1, Section 20 tariff (for virtual) or Section 6 of the Collocation Attachment, in addition to a Microwave Collocation Attachment for each central office building where INTERCONNECTOR seeks Microwave Collocation. This application and fees will apply both to space on the roof as well as space inside the BellSouth central office.

INTERCONNECTOR shall provide BellSouth with the following data on the application to the extent available recognizing that certain information may change depending on the final determination of the location providing line of sight:

- Type of antenna mount (pipe, NPRM)
- Type of equipment to be collocated within WinStar's case (vendor, capacity)
- Line of sight requirements (Azimuth)
- Relevant information includes: Station Name, Call Sign, Latitude, Longitude, Primary Antenna Type, Equipment Type, Equipment Emission, Power (dBm/Watts), Receive Level (dBm), EIRP (dBm/Watts), Transmit Frequency (MHz)
- WEIGHT AND CONFIGURATION
- Other relevant information as identified at the INITIAL site visit.

Roof Inspection: BellSouth may require a roof inspection at any site where WinStar requests Microwave Collocation. WinStar will bear the reasonable cost of the inspection including reasonable travel cost if any. BellSouth intends to use an independent contractor which may be accompanied by BellSouth personnel. The roof inspection fee shall be assessed on an individual case basis unless negotiated as a flat rate by the Parties. Such Roof Inspection does not obligate BellSouth to provide Microwave Collocation on the site.

If BellSouth concludes that rooftop/exterior space which provides WinStar with unobstructed line-of-sight does not appear to be technically feasible,

BellSouth will provide WinStar a written explanation of such technical infeasibility within the specified application response interval in Section 6 of the for the applicable state(s) following BellSouth's receipt of the collocation application including those cases where BellSouth's known business plans provide for or include an addition to the building which would impact the line of sight. This explanation will be included in the response to WinStar's application.

BellSouth or its designated subcontractors shall perform all necessary work associated with the Microwave Collocation arrangement involving power and building modifications unless otherwise agreed to by the Parties. All work performed shall be done by a BellSouth certified vendor. WinStar shall select a vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work of the Microwave Collocation arrangement pursuant to TR-73503, BST Electrical Standards for Wireless Service Providers on BellSouth facilities Issue 1, Sept 1996, and BST Building Construction and Fire Safety Standards – Section 16170 – June 1998. In some cases WinStar must select separate BellSouth Certified Vendors for transmission equipment, switching equipment and power equipment. BellSouth shall provide WinStar with a list of Certified Vendors pursuant to Section 20.20 of BellSouth's FCC #1, Virtual Expanded Interconnection tariff or the Collocation Attachment and the Certified Vendor shall bill WinStar directly for all work performed for WinStar and BellSouth shall have not liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying WinStar or any vendor proposed by WinStar.

If rooftop/exterior space is available BellSouth shall provide WinStar an estimate for such microwave collocation as described more fully in provision 1.C at the same time BellSouth provides its interior collocation space quote.

C. Preparation of Estimate / Application Response

Within the applicable application response interval (specified in Section 6 of the Collocation Attachment) after receiving from WinStar a single complete and accurate Application and Inquiry document, BellSouth will provide, as more fully described below, an estimate including an estimate for the Non-Recurring Charges and Monthly Recurring Charges pursuant to the rates and terms set forth in BellSouth's FCC #1, Section 20 tariff for virtual collocation and Exhibit A of the Physical Collocation Exhibit.

The estimate shall reflect the specifications submitted by WinStar and may change based on the actual field conditions encountered during construction.

(1) Estimate:

- (a) The Estimate /Application Response shall set forth separate estimated charges for the following work related to the installation of the Microwave Antenna Arrangement.

(i) **Architectural Plan and Structural Review:**

This shall be assessed as part of the non-recurring Microwave Preparation Fee as specified in Exhibit B of this Attachment, for BellSouth Architects or its contractors necessary to review the plans for the Microwave Collocation Arrangement. This will include applicable consulting charges and fees for reviewing permitting material and/or assisting WinStar in the permitting process to the extent required.

(ii) **Permitting Review:**

This shall be assessed as part of the non-recurring Microwave Preparation Fee as specified in Exhibit B of this Attachment, for BellSouth Property and Services Management and/or Project Managers whose time was reasonably necessary and actually spent reviewing permitting material and/or assisting WinStar in the permitting process. BellSouth shall have final approval authority on all proposed conditions, (which shall not be unreasonably withheld) imposed by relevant jurisdictions and BellSouth shall have the right to be represented at all hearings in connection with governmental approvals.

(iii) **Exterior (and Related Interior) Building Modification Work:**

BellSouth will include a quote for BellSouth to perform coring within the Central Office, roof strengthening or any other exterior or related interior building modification that may be required.

(iv) **Supervision of General Contractor:**

This shall be assessed as part of the non-recurring Microwave Preparation Fee as specified in Exhibit B of this Attachment, if necessary, for BellSouth Property and Services Management personnel, Consultants, or Project Managers who monitor the Microwave Antenna Support Structure installation performed by WinStar's contractor. The level of BellSouth's personnel or consultants shall be commensurate with the requirements for supervising the project and monitoring construction.

(v) **Special Security Construction:**

If BellSouth demonstrates that new secure access to the Microwave Collocation location is reasonably necessary, the costs associated with the construction of such access shall be described on a separate schedule to be provided by BellSouth to WinStar.

(b) **Recurring Charges**

These consist of:

(i) **Monthly Recurring Roof-top Space Rental Fee:**

The Monthly Recurring Roof-top Space Rental Fee shall be on a per square foot basis with a minimum of 12 square feet per microwave arrangement as set forth in this Attachment in Exhibit B. WinStar is limited by building and structural support constraints for determining the number of antenna(e) which can be placed on a roof mount, pipe stand, or parapet mount. The diameter of the microwave antenna(e) will be subject to a height limitation of twenty (20) feet above the building or point of attachment, subject to line-of-sight, safety, and structural engineering guidelines, (e.g., weight, wind load). Such equipment will be subject to a structural analysis to be performed by BellSouth's Structural Engineer at WinStar's sole expense, to ensure that the equipment does not overload the building structure. If any structural reinforcement is required in order to accommodate the placement of the requested diameter and height of such microwave antenna(e), WinStar will not be allowed to place such microwave antenna(e). WinStar agrees that the height of the structure will be no greater than the minimum required to accommodate line of sight requirements. At no time shall an antenna (e) be directed across open roof space without approval of BellSouth which shall not be unreasonably withheld. WinStar shall be responsible for ensuring that the arrangement complies with local zoning requirements.

The billing for the Rooftop Space Rental Fee shall begin the date the interior and rooftop space preparation activities are complete and the space is made available to WinStar, or the date WinStar first begins the Rooftop microwave equipment installation, whichever is sooner. BellSouth will work with WinStar to avoid

unreasonable time differences between the completion of rooftop space preparation and interior collocation space construction.

D. Firm Order

All estimates shall be valid for the time period as specified in Section 6 of the Collocation Attachment, and WinStar shall accept or reject within such time period, unless an extension is requested in writing by WinStar and agreed to by BellSouth. Such extension will not exceed thirty (30) days. To accept an estimate, WinStar shall so state in writing by submitting a Firm Order to BellSouth and shall pay BellSouth any applicable fees due at that time, with recurring charges due upon completion of the Microwave Collocation area and any necessary supporting electrical or building modification work. Payment requirements will be commensurate with BellSouth's FCC #1 tariff, Section 20, or Exhibit A of the Physical Collocation Exhibit.

BellSouth will permit one accompanied site visit to WinStar's designated Microwave collocation arrangement location after receipt of the Firm Order without charge to WinStar.

E. Pre-Design Meeting

Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and WinStar will commence within a maximum of 15 calendar days from BellSouth's receipt of a Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the Microwave Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Firm Order. The Collocation Space Completion time period will be provided to WinStar during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting.

F. Equipment and Testing:

WinStar shall be responsible for providing, at its sole expense, the antenna (e), coaxial cable, brackets, connectors, support structure, grounding and bonding materials, and weather-proofing materials for such support structure or antenna (e) required for the Microwave Collocation. WinStar shall also be solely responsible for final adjustments (e.g., pointing) of the antenna (e).

G. Use Permits:

WinStar shall be responsible for obtaining all relevant Use Permits (UPs) and shall bear all costs and fees. WinStar shall regularly apprise BellSouth of the status of such permitting and consult with BellSouth as reasonably necessary.

2. NO PROPERTY RIGHT CONFERRED

Notwithstanding anything contained herein to the contrary, Microwave Collocation shall not confer or be deemed to confer any property interest or right in BellSouth's property, and WinStar hereby acknowledges that the rights conferred hereunder shall constitute merely a non-exclusive license to use a portion of BellSouth's property solely for the purposes set forth herein. A limit of two (2) WinStar Microwave Collocation arrangements per Central Office will be permitted unless otherwise agreed to by the Parties.

Title to WinStar's Microwave Collocation equipment shall remain in WinStar as the property of WinStar and shall not become fixtures to BellSouth's property.

3. RESPONSIBILITY OF THE PARTIES

- A. WinStar shall obtain any and all applicable and necessary permits, variances, licenses, approvals and authorizations from the governmental agencies with jurisdiction, including without limitation, use permits, buildings permits, FCC licenses and FAA approval, if required, to operate and maintain WinStar's facilities during the Term of this Agreement.
- B. WinStar shall not use BellSouth's property or permit WinStar's agents or contractors to do anything in or about the Central Office (s) in conflict with any applicable law affecting the condition, use or occupancy of the property or the installation, operation or maintenance of WinStar's Microwave Collocation equipment. WinStar shall not commit any public or private nuisance or any other act or practice which might or would materially disturb the quiet enjoyment of any occupant of nearby properties.
- C. Where BellSouth performs any of the work pursuant to the quotes set forth in 1.C.(1)(a), BellSouth shall select the architect, engineers, surveyors, contractors, suppliers, consultants and subcontractors which may be necessary to develop plans, furnish materials and equipment, and perform construction work. BellSouth shall manage all such work in accordance with the plans and specifications approved by the Parties, all applicable laws, codes and regulations, and shall require that all contractors perform their work in a good workmanlike manner. BellSouth shall require that all BellSouth Contractors include WinStar as an ADDITIONAL INSURED to any policies of insurance maintained by the Contractor for purposes of the work, and shall indemnify WinStar from losses, costs and expenses incurred as a result of contractor's work. WinStar hereby

acknowledges and agrees that BellSouth shall not be liable for the work performed, material, supplies, or work products furnished by any contractor, and that WinStar shall look solely to the contractor and any warranties, indemnification or insurance furnished by such Contractor, waiving and releasing BellSouth from any claim or liability therefrom except to the extent of the negligence or willful misconduct of BellSouth in the performance of its project management activities.

- D. Notwithstanding any other provision of this Attachment, WinStar hereby acknowledges that BellSouth may have existing wireless communications facilities of its own or of other tenants or licensees on or at BellSouth's Central Office, and/or BellSouth may desire from time to time throughout the term of this Agreement to enter into agreements with other wireless communications providers for the installation, operation and maintenance of communications facilities on or at BellSouth's Property ("Other Wireless Carriers"). WinStar shall cooperate with BellSouth and all Other Wireless Carriers so as to reasonably accommodate the needs and requirements of such Other Wireless Carriers with respect to the installation, operation, use and maintenance of their equipment and facilities, and all necessary alterations, modifications and other improvements to BellSouth's property, including utility connections and access. Subject to ownership of any exclusive frequency rights, WinStar's facilities shall not physically, electronically, or inductively interfere with the existing BellSouth or other customers' or tenants' existing facilities. Each transmitter individually and all transmitters collectively at a given location shall comply with appropriate federal, state, and/or local regulations governing the safe levels of RF radiation. The foregoing obligations shall apply equally to all Other Wireless Carriers.
- E. In the event WinStar desires to relocate any of its then-existing Microwave Collocation facilities to a different place on the relevant BellSouth Central Office rooftop, WinStar shall submit a new application with fee to BellSouth specifying the new location WinStar proposes to occupy. If the relocation does not require BellSouth to expend capital, then a Subsequent Application fee will apply as covered in Exhibit B attached hereto.

BellSouth shall, within thirty (30) calendar days of receipt of a complete application, approve such relocation or describe, in writing, why such relocation is not technically feasible.

F. WinStar's Insurance Obligations

Pursuant to Section 8 of the Physical Collocation Exhibit to the Interconnection Agreement.

- G. At its sole cost and expense, WinStar shall maintain WinStar's Microwave equipment, including without limitation, all necessary repairs, replacements and restorations. In addition, WinStar shall keep its Microwave Collocation space in a good, neat, sanitary and workmanlike condition. If WinStar shall fail to keep its Microwave Collocation space in such workmanlike condition after ten (10) days written notice from BellSouth, BellSouth shall have the right but not the obligation to clean up the space on WinStar's behalf. In such event, WinStar shall be liable to BellSouth for the cost and expense of such work, upon written demand.
- H. WinStar shall only use the microwave dishes located on the BellSouth roof to receive aggregated microwave signals from a WinStar hub. Additionally, WinStar may not connect Indoor Units ("IDU") within the collocation space through cross-connect facilities in lieu of interconnecting to BellSouth's network or accessing BellSouth's unbundled network elements.

4. SECURE ACCESS

Pursuant to Section 11 of the Physical Collocation Exhibit to the Interconnection Agreement.

5. CABLE PROVISIONING

WinStar is responsible for providing, running, and maintaining the cable from the radio frequency (RF) equipment to the collocation cage through the use of a BellSouth Certified Vendor. BellSouth transmission engineering bonding and grounding rules MUST be followed where the cable enters the central office and at the equipment location. BellSouth shall designate the point of entrance of the cable from the roof into the BellSouth Central Office building. BellSouth will be responsible for providing any necessary cable support structure at a rate indicated in Exhibit B attached hereto. A BellSouth consultant must approve how the cable will be run.

6. LINE OF SIGHT

BellSouth will manage roof space on a first-come /first-served basis. BellSouth will work cooperatively with WinStar in determining suitable space for WinStar equipment. Once the parties mutually determine an initial location which provides for line of sight pursuant to 1A, and 1E above, WinStar is guaranteed a clear line of sight from the antenna mount and the edge of BellSouth's roof line. If BellSouth requires a building enhancement modification or through the placement of additional equipment obstructs WinStar's existing line of sight, BellSouth will work with WinStar to move the antenna mount or raise the height of the antenna mount for a clear line of sight. The costs of this modification will be borne by BellSouth.

If a third party elects to place equipment on the roof that obstructs an existing line of sight, the third party application will be denied unless all three parties mutually agree to move an existing arrangement to allow for a clear line of sight. The costs of this application will be borne by the third party.

7. ANTENNA MODIFICATIONS

WinStar must submit an application with a fee before adding additional equipment to the microwave collocation space or to move equipment outside of designated space. WinStar may not construct improvements or make Major Alterations to its rooftop space or microwave transmission facilities without prior written approval from BellSouth, which will not be unreasonably withheld. BellSouth shall respond to any single request (application) within the specified application response interval in Section 6 of the Collocation Attachment for the applicable state(s). "Major Alterations" shall include but not be limited to: (i) additional construction by WinStar of support equipment within its rooftop space, (ii) any modification to the rooftop space. "Major Alterations" shall not include (i) replacement of mounted equipment with like-sized and weight or smaller mounted equipment or similar functionality, (ii) routine repairs and maintenance to such microwave transmission facilities. Additional equipment or movement of existing equipment will require a new application and application fee. Anything outside of normal maintenance may require a subsequent application fee as indicated in Exhibit A of the Physical Collocation Exhibit.

8. USE OF ANTENNA SPACE ON OTHER BELL SOUTH TOWERS

Requirements for antenna space on existing towers that are not part of a BellSouth central office will be handled through BellSouth's Master Licensing Process.

9. EQUIPMENT REMOVAL

- A. If, at any time, BellSouth reasonably determines that any of WinStar's facilities or equipment or the installation of WinStar's facilities or equipment does not meet the requirements outlined in this Attachment, WinStar will be responsible for the costs associated with the removal of such facilities or equipment or modification of the facilities or equipment or installation thereof to render it compliant. The removal of equipment must be done by a BellSouth Certified Vendor unless the Parties agree that another certified vendor can be used. If WinStar fails to correct any non-compliance with these standards or fails to demonstrate that the equipment is compliant within fifteen (15) days' written notice to WinStar, BellSouth may have the facilities or equipment removed or the condition correct at WinStar's expense. Removal of Microwave Collocation equipment shall be as specified in paragraph 9B below.

- B. Except where otherwise agreed to by the Parties, WinStar may terminate occupancy in a particular Collocation Space upon thirty (30) calendar days prior written notice to BellSouth. Upon termination of such occupancy, WinStar at its expense shall remove its equipment and other property from the Collocation Space. WinStar shall have thirty (30) calendar days from the termination date to complete such removal, provided, however, that WinStar shall continue payment of monthly fees to BellSouth until such date as WinStar has fully vacated the Collocation Space. Should WinStar fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of WinStar at WinStar's expense and with no liability for damage or injury to WinStar's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon expiration of this Agreement with respect to a Collocation Space, WinStar shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by the WinStar except for ordinary wear and tear unless otherwise agreed to by the Parties.

10. NATURE OF USE

WinStar equipment must comply with BellCore Network Equipment Building System (NEBS) Requirements, Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (TR-NWT-001089), and FCC OET Bulletin 65 dated 08/97. Requirements of provision 20.18 of BellSouth's FCC #1 tariff also apply. The operation of WinStar's microwave equipment shall comply with all applicable federal and state RF guidelines.

11. POWER REQUIREMENTS FOR MICROWAVE ARRANGEMENT

BellSouth will not provide power or environmental support to the roof space. If BellSouth agrees in response to a specific request by WinStar to provide power or environmental support to the roof space, WinStar will bear all associated costs as specified by BellSouth to provide such services.

12. GROUNDING AND BONDING

WinStar at its expense will ensure that any microwave equipment placed on the rooftop collocation space or in the building shall be grounded and bonded according to BellSouth's standards which shall be at a minimum consistent with industry standards. BellSouth agrees that grounding and bonding requirements shall be applied in parity to itself and other Interconnectors for similar types of equipment.

13. COLLOCATION AGREEMENT PROVISIONS

Any provision provided specifically herein shall be in addition to applicable provisions in the Physical Collocation Exhibit.

Exhibit A

**MICROWAVE COLLOCATION RATE ELEMENT DEFINITIONS AND
CONDITIONS**

Non-recurring charges - Relating to Microwave Roof Equipment

1) **Microwave Preparation Fees**

Architectural Plan and Structural Review
Permitting Review
Exterior and Related Interior Building Modification Work
General Contractor Supervision
Specialty Security Construction

2) **Coring/Cable Support Structure**

Electrical and Building modification work for coring
Weather Proofing
Cable Support Structure

3) **Roof Preparation (if applicable)**

Engineering Study (To develop roof preparation alternatives/costs)

4) **Escort - charge for access to roof**

Charge for access to Roof

Recurring charges - Relating to Microwave Roof Equipment

1) **Roof Space Lease Charge**

Monthly rate for leasing rooftop or other suitable exterior space on BellSouth CO on a per square foot basis.

MICROWAVE COLLOCATION RATES

Non-recurring charges*

- | | |
|--|-------------------------------------|
| 1) Site Visit Request Fee (2 hours) | \$250.00 Per Site Visit for each CO |
| 2) Microwave Prep fee | [ICB FOR EACH CO] |
| 3) Coring/Cable Support Structure | [ICB FOR EACH CO] |
| 4) Roof Preparation/Exterior Cable Support Structure | [ICB FOR EACH CO] |
| 5) Microwave Installation | [ICB FOR EACH CO] |
| 6) Additional Charges** | [BASED ON ICB] |

* With the exception of Additional Charges, all Non-recurring Charges shall be assessed on an interim basis subject to true up based on a BellSouth cost study to determine the appropriate cost for such activities.

** Additional costs for environmental conditioning (if applicable) will be developed and charged as an ICB. These charges include but are not limited to (to the extent applicable): exterior cable support structure; coring; and roof reinforcement. These costs along with the building Modification costs will be pro-rated back to existing customers when new applicants are put into service.

Monthly recurring rates*

- | | |
|-------------------------------|---------|
| 1) Roof space (per sq. ft.)** | \$ 5.50 |
|-------------------------------|---------|

* All Recurring rates shall be assessed on an interim basis subject to true up based on a BellSouth cost study to determine the appropriate cost for such activities.

** A minimum of 12 square feet is required per microwave arrangement.

Attachment B
Kinsey Affidavit

BEFORE THE TENNESSEE REGULATORY AUTHORITY

In re: BELLSOUTH TELECOMMUNICATIONS,)
INC.'S, ENTRY INTO LONG DISTANCE) DOCKET NO.
(INTERLATA) SERVICE IN TENNESSEE) 97-00309
PURSUANT TO SECTION 271 OF THE)
TELECOMMUNICATIONS ACT OF 1996)

**AFFIDAVIT OF LINDA M. KINSEY
ON BEHALF OF BELLSOUTH TELECOMMUNICATIONS, INC.**

I, LINDA M. KINSEY, being first duly sworn upon oath, do hereby depose and state:

I. Professional Experience

1. My name is Linda M. Kinsey. I am employed by BellSouth Telecommunications, Inc. ("BellSouth"). My business address is 675 West Peachtree Street, Atlanta, Georgia 30375. I am the Director of Outside Plant Engineering Support. In this position, I am responsible for, among other things, the development and implementation of processes and procedures that ensure nondiscriminatory access to poles, ducts, conduits, and rights-of-way. I have held various positions within the BellSouth Network organization, both line and staff.

II. Purpose of Affidavit

2. The purpose of my affidavit is to demonstrate that BellSouth offers nondiscriminatory access to poles, ducts, conduits and rights-of-way to competing providers of telecommunications services in compliance with sections 251(b)(4) and section 224 of the Communications Act (the "Act"), and item (iii) of the Competitive Checklist (Checklist) as contained in section 271(c)(2)(B) of the Act.

3. This affidavit describes the process used by BellSouth to provide CLECs access to poles, ducts, conduits, (hereinafter "structures") and rights-of-way, and compares it to the

process that BellSouth uses to provision the same facilities and services to itself or any affiliate. Although the processes are not always identical, as explained below, the procedure available to CLECs is nondiscriminatory and offers competitors a meaningful opportunity to compete. The Federal Communications Commission (“FCC”) deemed these procedures nondiscriminatory when reviewing BellSouth’s application for in-region, interLATA authority in Louisiana. See Application of BellSouth Corporation, BellSouth Telcoms, Inc., and BellSouth Long Distance, Inc., for Provision of In-Region, InterLATA Services in Louisiana, 13 FCC Rcd 20599, 20706-12 (1998). Additionally, following is a list of BellSouth region state proceedings that have found that BellSouth provides non-discriminatory access to Poles, Ducts, Conduits and Rights-of-Way in compliance with Checklist Item 3: (1) Florida Public Service Commission (“FPSC”) in Order No. PSC-97-1459-FOF-TL, Docket No. 960786-TL, issued November 19, 1997, pp. 99-100; (2) Kentucky Public Service Commission (KPSC) in Case No. 96-608, Advisory Opinion dated July 8, 1999, p. 5; (3) Louisiana Public Service Commission (LPSC) in Docket No. U-22252-A, Order dated September 5, 1997, p. 8; (4) Mississippi Public Service Commission (MPSC) in Docket No. 97-AD-0321, Order dated November 9, 1998, p. 32; (5) North Carolina Utilities Commission (NCUC) in its Order Regarding Section 271 Requirements, Docket No. P-55, Sub 1022, January 14, 1998, p. 58; and (6) South Carolina Public Service Commission (SCPSC) in Docket No. 97-101-C, Order No. 97-640, dated July 31, 1997, p. 41. The provision of access remains to this day consistent with the affirmative conclusions reached by the FCC, FPSC, KPSC, LPSC, MPSC, NCUC and SCPSC.

III. **Process Explanation**

4. BellSouth established a Competitive Structures Provisioning Center (CSPC) in Birmingham, Alabama for processing all CLEC requests for access to BellSouth's poles, ducts, conduits and rights-of-way. BellSouth established the center to ensure that competitors requesting such access receive prompt, consistent, and nondiscriminatory treatment.

5. To gain access to poles, ducts, conduits, and rights-of-way, a CLEC must execute a license agreement with BellSouth. The purpose of the License Agreement is to set out the terms and conditions applicable to all specific licenses granted to the CLEC upon BellSouth approval of a CLEC application. BellSouth offers a standard license agreement (together with operational guidelines and application forms) to CLECs seeking access to poles, ducts, conduit, and rights-of-way. See, e.g., Nextlink Tennessee, Inc. License Agreement for Rights of Way (ROW), Conduits, and Pole Attachments – Exhibit LMK-1. A CLEC either can adopt the standard license agreement or negotiate a non-standard agreement with BellSouth. In either case, the license agreement sets out the terms and conditions applicable to all licenses granted the CLEC by BellSouth. CLECs may execute agreements on a state-wide or region-wide basis.

6. At the time BellSouth provides the CLEC with the final agreement for its signature, BellSouth also provides operational guidelines to assist the CLEC in completing the necessary application forms related to specific poles, ducts, and conduits. Upon request, BellSouth personnel also are available to help CLECs with the application forms.

7. After execution of a license agreement, a CLEC may submit an application to attach to or occupy specific structures or rights-of-way owned or controlled by BellSouth.

The application process permits the CLEC to convey its structure requirements to BellSouth. This allows BellSouth, in turn, to respond with timely and accurate information to enable the CLEC to evaluate and schedule its plans of operation. BellSouth evaluates all CLEC requests according to widely-accepted standards regarding capacity, safety, reliability, and general engineering.

8. CLECs must specify in writing the geographic location, type and quantity of structures, and the in-service date required (Exhibit LMK-1, page 18). This process involves completing and submitting the appropriate application forms through the CSPC single point of contact. BellSouth processes all applications on a first-come, first-served basis without regard to applicant, and, as described below, on a nondiscriminatory basis as compared to BellSouth itself.

9. When an application is approved, BellSouth grants a license to the CLEC to attach to or occupy BellSouth's requested poles, ducts, conduits or rights-of-way. Multiple licenses may be granted under a single CLEC license agreement; however, separate license applications must be submitted for each set of poles, ducts, conduits or rights-of-way to which access is desired.

10. BellSouth may deny applications within forty-five (45) days of receipt if there is insufficient capacity, or for reasons of safety, reliability or other generally applicable engineering concerns (Exhibit LMK-1, page 5). If an application were denied for one of these reasons, BellSouth would provide the requesting carrier a written explanation of BellSouth's decision. BellSouth takes all reasonable steps to accommodate the request for access prior to denying a request. BellSouth will, for instance, remove retired cable from conduit if the requesting CLEC agrees to pay the cost, as required by the Act. On poles,

BellSouth will do rearrangements and/or pole changeouts, again if the CLEC pays the expenses of all parties involved.

IV. Access to Information

11. The CLECs may obtain access to geographic-specific engineering information regarding poles, ducts, and conduits either by requesting that BellSouth provide the information to them, or they may seek access to BellSouth's records. (Exhibit LMK-1, page 18). In order to protect the confidential proprietary information of BellSouth and other users, procedures have been established for providing record information that designates facilities of existing companies, without identifying those companies. If the CLEC requests to view BellSouth's records, BellSouth will make paper copies available at a Records Maintenance Center within five (5) business days. See Exhibit LMK-1, Appendix II for locations of Records Maintenance Centers. These copies may be taken by the CLEC. If the CLEC instead chooses to receive these records through the mail, BellSouth has committed to accomplish this within twenty (20) business days, including time required for handling and mailing. This twenty (20)-day period reflects the amount of time required for BellSouth to reasonably produce, redact, and deliver the record information to the CLECs' designated location. On larger-than-normal requests, BellSouth routinely works with CLECs to establish a priority for the production and delivery of records on a negotiated schedule. Upon receipt of the record copies, the CLEC can begin its planning phase based upon available information.

12. BellSouth maintains an inventory mapping system that records the location and physical attributes of its pole, duct, and conduit structures and associated facilities. CLECs can subscribe to the entire mapping system utilized by BellSouth (with proprietary

information removed), but they are responsible for covering the costs of removing proprietary information and producing an redacted copy. Because CLECs are primarily interested in specific geographic areas, the costs of duplicating the entire system may not be considered a reasonable business expense. Indeed, no CLEC has expressed an interest in duplicating BellSouth's complete records system.

13. Contemporaneous with the record review, a field inspection is conducted in response to the application. This entails a physical inspection of existing structures to determine availability (Exhibit LMK-1, page 22). If spare capacity is not available and an application must be denied, BellSouth will so advise the CLEC within forty-five (45) days from the receipt of request. If a records investigation indicates the availability of structures, a physical (field) inspection may be required to determine the usability (this would only normally apply to ducts or conduit) of the structures. In addition to determining the availability of requested structures, BellSouth also performs an investigation of the work it would have to perform relative to making structures available to the CLEC (e.g., physically relocating cables on pole lines and or rodding ducts, etc.).

V. **Provisioning**

14. Upon completing the investigation, BellSouth informs the CLEC of any costs that would be required to make BellSouth's facilities ready to accommodate its request ("make-ready" costs), the time it would take BellSouth to complete the required work, and the date by which BellSouth could complete it. BellSouth will provide the CLEC at least forty-eight (48) hours notice prior to initiating a field survey, if the CLEC has indicated a desire to be present for that survey (Exhibit LMK-1, page 18). Alternatively, BellSouth permits the CLEC to perform the field investigation itself. The time required for BellSouth to determine the extent

of make-ready work needed and, therefore, to process the CLEC application, varies based upon the magnitude of the request.

15. BellSouth employees, or independent contractors acting on behalf of BellSouth, would then issue a work authorization to complete the CLEC's required work. The time that it takes to complete the work is dictated by the complexity, degree of detail, and size (number of poles, feet of conduit, route miles, etc.) of each request.

16. If BellSouth requires additions to its own facilities, these proposed additions are handled internally using the same criteria and processes that are used for evaluating a CLEC request. BellSouth does not reserve space for its own future business needs or give itself a preference when assigning space. BellSouth does not and will not favor itself, as a matter of policy, procedure or fact, over other carriers when provisioning access to poles, ducts, conduits and rights-of-way. BellSouth employees, or independent contractors acting on behalf of BellSouth, are responsible for the scheduled planning, engineering, and overall management of BellSouth's structures. This same workforce evaluates all requests for access to these structures using the same criteria regardless of whether the request was made by a CLEC or by BellSouth.

17. Work requests receive identical treatment regardless of their source. In every case, a work authorization is created and the work is scheduled for completion, in a nondiscriminatory manner, within BellSouth's normal workload.

18. BellSouth utilizes a mechanized scheduling system for this purpose. To assure nondiscriminatory treatment, the identity of the party requesting work is kept anonymous when authorization details are entered into the system. The work authorizations are evaluated and scheduled based upon specific job-related details such as job type, job size, and

due date. Scheduling is the same regardless of whether the requesting party is a CLEC or BellSouth.

19. The CLEC pays for all make-ready work undertaken by BellSouth to prepare BellSouth's conduit system, poles, or anchors and related facilities for the CLEC requested occupancy or attachment. Make-ready work includes clearing obstructions and rearrangement, transfer, replacement, removal, repair, or modification of BellSouth's facilities. BellSouth does not charge the CLEC and bears the costs for any changes that are made to meet BellSouth's needs.

20. To the extent that parties other than BellSouth (such as power and CATV companies) are required to perform make-ready work because they have facilities on the poles or in the conduit, all parties must work together to ensure timely completion of all necessary work. The CLEC may contract with BellSouth or a BellSouth-certified contractor to perform certain make-ready work (Exhibit LMK-1, page 19). However, in accordance with BellSouth's agreement with the Communications Workers of America (CWA), some types of work on poles must be performed by BellSouth pursuant to a joint use agreement whether the work is carried out for a CLEC's benefit or for BellSouth's benefit. Under this agreement, all make-ready work on BellSouth's aerial plant must be performed by BellSouth union employees represented by the CWA (Exhibit LMK-1, page 19).

21. For conduit and underground work, the CLEC can contract with BellSouth or hire a BellSouth-approved contractor. The CLEC, at its option, may arrange for the performance of such work by a contractor not currently approved by BellSouth by submitting its choice of contractor for approval. Certification shall be granted based upon reasonable and customary criteria employed by BellSouth in the selection of its own contract labor. If the CLEC

contracts with BellSouth to perform the make-ready work, BellSouth will follow its normal construction time frame (Exhibit LMK-1, page 18). A CLEC may request that make-ready work be expedited in accordance with the terms of its licensing agreement.

22. Charges for make-ready work performed by BellSouth are payable in advance (Exhibit LMK-1, page 19). Annual rental fees for access to poles, ducts, conduit, and rights-of-way in Tennessee are set using the FCC's formula, and comport with BellSouth's obligations under Section 224, applicable state regulations, and its negotiated rates.

BellSouth's rates are set out in the license agreement rate page (Exhibit LMK-1, Appendix I).

23. Billing for annual rentals occurs on or about July 1 for six months in arrears (January through June) and six months in advance (July through December) for each calendar year. If a facility is not in use or occupied for the entire year, charges will be prorated for the portion of the year the facilities are in use or occupied. Attachment and/or occupancy licenses issued after current-year billing occurs will be billed in arrears the following year. Upon the cancellation of a license, the CLEC will be billed for space utilization from the period covered by the last bill through the date of removal of the CLEC's facilities.

BellSouth charges for the actual costs incurred in evaluating requests prior to issuing the license (such as production and delivery of records, field investigation of structures, and make-ready work) at cost-based time and material charges. No rental fee is charged to the CLEC until a license to use the particular BellSouth structure has been issued. There is a one-month minimum charge. The monthly fee is prorated for the time between issuance of the license and the beginning of the first monthly billing period.

24. After the required make-ready work is completed, BellSouth issues the CLEC a license for use of poles, ducts, conduit, or rights-of-way (Exhibit LMK-1, page 24). If

BellSouth determines that no make-ready work is required, BellSouth will approve the CLEC's request for pole attachment and/or conduit occupancy licenses and issue such licenses within twenty (20) business days after the determination has been made that no make-ready work is required, but in no event later than 45 days after BellSouth receives the CLEC's application, which period shall exclude any time BellSouth is awaiting a response from CLEC. At this point, no further work by BellSouth is required; the CLEC may then attach its cable ("facilities") to BellSouth's structures. The CLEC has one (1) year after issuance of the license to make its attachments or place its facilities in the specified ducts or conduits. If not used within this time, the space becomes available for others to use and the license is canceled.

25. Placement and maintenance of CLEC aerial and underground facilities are the responsibility of the CLEC. The CLEC can utilize a contractor that demonstrates compliance with BellSouth certification requirements -- the same requirements that BellSouth uses for certifying its own contractors. (Exhibit LMK-1, page 11). BellSouth does not and will not, as a matter of policy, procedure and fact, use its certification process to discriminate against any of its competitors. The CSPC maintains a list of approved contractors which it makes available to interested CLECs upon request.

26. Under normal working conditions, BellSouth requires forty-eight (48) hours notice from CLECs seeking access to manholes to investigate facilities (Exhibit LMK-1, page 13). In emergency situations, however, shorter notice will be accepted at no charge. The license agreement, consistent with Section 224 and the FCC's implementing rules (see 47 C.F.R. § 1.1403 (c)), provides that BellSouth and the CLEC will each give sixty (60) days

advance written notice, if practicable, regarding modification, relocation, and replacement of facilities covered by the license agreement.

VI. **Implementation of License Agreements in Tennessee**

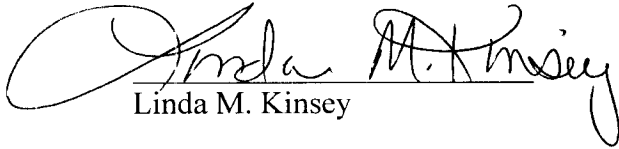
27. BellSouth currently has license agreements for access to poles, ducts, conduit, and rights-of-way (executed by the CSPC) with forty-seven (47) CLECs in the state of Tennessee.

28. Available data for the state of Tennessee as of July 16, 2001, indicates 15 of the total 47 CLECs having executed license agreements with BellSouth have made 579 applications through the CSPC for access to BellSouth poles, ducts, conduit, and rights-of-way. There have been no denials of CLEC requests for access to BellSouth structures where BellSouth has existing facilities (either poles, ducts or conduit). In addition, in several locations, CLECs are currently in the process of building their own facilities or have completed placement of their own facilities. Further details on provisioning for access to BellSouth poles, ducts, and conduit are given in testimony of Keith Milner.

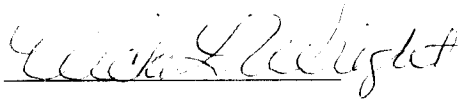
29. This concludes my affidavit.

The information contained in this affidavit and its Exhibits is true and correct to the best of my knowledge and belief.

Executed on July 30, 2001.


Linda M. Kinsey

STATE OF Georgia
COUNTY OF Cobb
Subscribed and sworn to before me
this 30th day of July, 2001.



Notary

Notary Public, Cobb County, Georgia
My Commission Expires June 19, 2005

LMK-1

LICENSE AGREEMENT

for

RIGHTS OF WAY (ROW), CONDUITS, AND POLE ATTACHMENTS

Dated: _____, _____

Between

BELLSOUTH TELECOMMUNICATIONS, INC.
(Licensor)

And

NEXTLINK Tennessee, Inc.

(Licensee)

Licensee desires to conduct business in the following area(s):

☐ AL ☐ KY ☐ LA ☐ MS ☒ TN ☐ FL ☐ GA ☐ NC ☐ SC

or

☐ BellSouth Region

BELLSOUTH License Agreement Number -

This agreement supercedes any and all existing agreements (City Signal, etc.) utilized by Nextlink in Tennessee to access BellSouth's structures.

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APPENDICES

- I Schedule of Fees, Charges, and Attachment Transfer Rate Schedule
- II Records Maintenance Centers

EXHIBITS

- I Administrative Forms and Notices

RIGHTS OF WAY (ROW), CONDUITS AND POLE ATTACHMENTS

This Agreement sets forth the terms and conditions under which BellSouth shall afford to Licensee access to BellSouth's poles, ducts, conduits and rights-of-way, pursuant to the Act.

1. DEFINITIONS

Definitions in General. Except as the context otherwise requires, the terms defined in this Section shall, as used herein, have the meanings set forth in 1.1 through 1.29.

- 1.1 Anchor. The term "anchor" refers to a device, structure, or assembly which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the pole. The term "anchor" does not include the guy strand which connects the anchor to the pole and includes only those anchors which are owned by BellSouth, as distinguished from anchors which are owned and controlled by other persons or entities.
- 1.2 Anchor/guy strand. The term "anchor/guy strand" refers to supporting wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability. The term "anchor/guy strand" includes, but is not limited to, strands sometimes referred to as "anchor strands," "down guys," "guy strands," and "pole-to-pole guys."
- 1.3 Communications Act of 1934. The terms "Communications Act of 1934" and "Communications Act" refer to the Communications Act of June 19, 1934, 48 Stat. 1064, as amended, including the provisions codified as 47 U.S.C. Sections 151 et seq. The Communications Act includes the Pole Attachment Act of 1978, as defined in 1.23 following.
- 1.4 Assigned. The term "assigned", when used with respect to conduit or duct space or pole attachment space, refers to any space in such conduit or duct or on such pole that is occupied by a telecommunications service provider or a municipal or other governmental authority. To ensure the judicious use of poles and conduits, space "assigned" to a telecommunications service provider must be physically occupied by the service provider, be it BellSouth or a new entrant, within twelve (12) months of the space being "assigned".
- 1.5 Available. The term "available", when used with respect to conduit or duct space or pole attachment space, refers to any usable space in such conduit or duct or on such pole not assigned to a specific provider at the applicable time.
- 1.6 Conduit occupancy. The terms "conduit occupancy" and "occupancy" refer to the presence of wire, cable, optical conductors, or other facilities within any portion of BellSouth's conduit system.

- 1.7 Conduit system. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. In this Agreement, the term refers to conduit systems owned or controlled by BellSouth.
- 1.8 Cost. The term "cost" as used herein refers to charges made by BellSouth to Licensee for specific work performed, and shall be (a) the actual charges made by subcontractors to BellSouth for work and/or, (b) if the work was performed by BellSouth employees, the rates set forth in the Price Schedule of the General Terms and Conditions of BellSouth.
- 1.9 Duct. The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this Agreement, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels.
- 1.10 Facilities. The terms "facility" and "facilities" refer to any property or equipment utilized in the provision of telecommunication services.
- 1.11 The acronym "FCC" refers to the Federal Communications Commission.
- 1.12 Inner-Duct. The term "inner-duct" refers to a pathway created by subdividing a duct into smaller channels.
- 1.13 Joint User. The term "joint user" refers to a utility which has entered into an agreement with BellSouth providing reciprocal rights of attachment of facilities owned by each party to the poles, ducts, conduits and rights-of-way owned by the other party.
- 1.14 Licensee. The term "licensee" refers to a person or entity which has entered or may enter into an agreement or arrangement with BellSouth permitting such person or entity to place its facilities in BellSouth's conduit system or attach its facilities to BellSouth's poles or anchors.
- 1.15 Lashing. The term "lashing" refers to the attachment of a licensee's sheath or inner-duct to a supporting strand.
- 1.16 License. The term "license" refers to any license issued pursuant to this Agreement and may, if the context requires, refer to conduit occupancy or pole attachment licenses issued by BellSouth prior to the date of this Agreement.

- 1.17 Make-Ready work. The term "make-ready work" refers to all work performed or to be performed to prepare BellSouth's conduit systems, poles or anchors and related facilities for the requested occupancy or attachment of Licensee's facilities. "Make--Ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing facilities on a pole or in a conduit system where such work is required solely to accommodate Licensee's facilities and not to meet BellSouth's business needs or convenience. "Make--Ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of BellSouth's facilities (including, but not limited to, conduits, ducts, handholes and manholes) or the performance of other work required to make a pole, anchor, conduit or duct usable for the initial placement of Licensee's facilities.
- 1.18 Manhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a conduit.
- 1.19 Occupancy. The term "occupancy" shall refer to the physical presence of telecommunication facilities in a duct, on a pole, or within a Right-of-way.
- 1.20 Person acting on Licensee's behalf. The terms "person acting on Licensee's behalf," "personnel performing work on Licensee's behalf," and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on Licensee's behalf," "personnel performing work on Licensee's behalf," and similar terms specifically include, but are not limited to, Licensee, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by Licensee and their respective officers, directors, employees, agents, and representatives.
- 1.21 Person acting on BellSouth's behalf. The terms "person acting on BellSouth's behalf," "personnel performing work on BellSouth's behalf," and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on BellSouth's behalf," "personnel performing work on BellSouth's behalf," and similar terms specifically include, but are not limited to, BellSouth, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of BellSouth and their respective officers, directors, employees, agents, and representatives.
- 1.22 Pole. The term "pole" refers to both utility poles and anchors but only to those utility poles and anchors owned or controlled by BellSouth, and does not include

utility poles or anchors with respect to which BellSouth has no legal authority to permit attachments by other persons or entities.

- 1.23 Pole Attachment Act. The terms "Pole Attachment Act" and "Pole Attachment Act of 1978" refer to those provisions of the Communications Act of 1934, as amended, now codified as 47 U.S.C. § 224.
- 1.24 Prelicense survey. The term "prelicense survey" refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a pole or in a conduit or conduit system (including manholes and handholes) to accommodate Licensee's facilities and to determine what make-ready work, if any, is required to prepare the pole, conduit or conduit system to accommodate Licensee's facilities.
- 1.25 Right of Way (ROW). The term "right of way" refers to the right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A Right of Way may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.
- 1.26 Sheath. The term "sheath" refers to a single outer covering containing communications wires, fibers, or other communications media.
- 1.27 Spare Capacity. The term "spare capacity" refers to any pole attachment space, conduit, duct or inner-duct not currently assigned or subject to a pending application for attachment/occupancy. Spare capacity does not include an inner-duct (not to exceed one inner-duct per party) reserved by BellSouth, Licensee, or a third party for maintenance, repair, or emergency restoration.
- 1.28 State. When capitalized, the term "State" (as used in terms such as "this State") refers to the State of Georgia.
- 1.29 Third Party. The terms "third party" and "third parties" refer to persons and entities other than Licensee and BellSouth. Use of the term "third party" does not signify that any such person or entity is a party to this Agreement or has any contractual rights hereunder.

2. **SCOPE OF AGREEMENT**

- 2.1 Undertaking of BellSouth. BellSouth shall provide Licensee with equal and nondiscriminatory access to pole space, conduits, ducts, and rights-of-way on terms and conditions equal to those provided by BellSouth to itself or to any other telecommunications service provider. Further, BellSouth shall not withhold or delay assignment of such facilities to Licensee because of the potential or forecasted needs of itself or other parties.
- 2.2 Attachments and Occupancies Authorized by this Agreement. BellSouth shall issue one or more licenses to Licensee authorizing Licensee to attach facilities to BellSouth's owned or controlled poles and to place facilities within BellSouth's owned or controlled conduits, ducts or rights-of-way under the terms and conditions set forth in this Section and the Telecommunications Act of 1996.
- 2.2.1 Unless otherwise provided herein, authority to attach facilities to BellSouth's owned or controlled poles, to place facilities within BellSouth's owned or controlled conduits, ducts or rights-of-way shall be granted only in individual licenses granted under this Agreement and the placement or use of such facilities shall be determined in accordance with such licenses and procedures established in this Agreement.
- 2.2.2 Licensee agrees that its attachment of facilities to BellSouth's owned or controlled poles, occupancy of BellSouth's owned or controlled conduits, ducts or rights-of-way shall take place pursuant to the licensing procedures set forth herein, and BellSouth agrees that it shall not unreasonably withhold or delay issuance of such licenses.
- 2.3 Licenses. Subject to the terms and conditions set forth in this Agreement, BellSouth shall issue to Licensee one or more licenses authorizing Licensee to place or attach facilities in or to specified poles, conduits, ducts or rights-of-way owned or controlled by BellSouth located within this state on a first come, first served basis. BellSouth may deny a license application if BellSouth determines that the pole, conduit or duct space specifically requested by Licensee is necessary to meet BellSouth's present needs, or is licensed by BellSouth to another licensee, or is otherwise unavailable based on engineering concerns. BellSouth shall provide written notice to Licensee within a reasonable time specifying in detail the reasons for denying Licensee's request. BellSouth shall have the right to designate the particular duct(s) to be occupied, the location and manner in which Licensee's facilities will enter and exit BellSouth's conduit system and the specific location and manner of installation for any associated equipment which is permitted by BellSouth to occupy the conduit system.

- 2.4 Access and Use of Rights-of-Way. BellSouth acknowledges that it is required by the Telecommunications Act of 1996 to afford Licensee access to and use of all associated rights-of-way to any sites where BellSouth's owned or controlled poles, manholes, conduits, ducts or other parts of BellSouth's owned or controlled conduit systems are located.
- 2.4.1 BellSouth shall provide Licensee with access to and use of such rights-of-way to the same extent and for the same purposes that BellSouth may access or use such rights-of-way, including but not limited to access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove facilities for which pole attachment, conduit occupancy, or ROW use licenses have been issued, provided that any agreement with a third party under which BellSouth holds such rights expressly or impliedly grants BellSouth the right to provide such rights to others.
- 2.4.2 Where BellSouth notifies Licensee that BellSouth's agreement with a third party does not expressly or impliedly grant BellSouth the ability to provide such access and use rights to others, upon Licensee's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Licensee. Licensee agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for Licensee.
- 2.4.3 In cases where a third party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated in 2.4.1 and BellSouth, despite its best efforts, is unable to secure such access and use rights for Licensee in accordance with 2.4.2, or, in the case where Licensee elects not to invoke its rights under 2.4.1 or 2.4.2, Licensee shall be responsible for obtaining such permission to access and use such rights-of-way. BellSouth shall cooperate with Licensee in obtaining such permission and shall not prevent or delay any third party assignment of ROW's to Licensee.
- 2.4.4 Where BellSouth has any ownership or rights-of-way to buildings or building complexes, or within buildings or building complexes, BellSouth shall offer to Licensee through a license or other attachment:
- 2.4.4.1 The right to use any available space owned or controlled by BellSouth in the building or building complex to install Licensee equipment and facilities; and
- 2.4.4.2 Ingress and egress to such space.
- 2.4.5 Except to the extent necessary to meet the requirements of the Telecommunications Act of 1996, neither this Agreement nor any license granted hereunder shall constitute a conveyance or assignment of any of either party's rights to use any public or private rights-of-way, and nothing contained in this Agreement or in any license granted hereunder shall be construed as conferring on one party any right to interfere with the other party's access to any such public or private rights-of-way.

- 2.5 No Effect on BellSouth's Right to Convey Property. Nothing contained in this Agreement or in any license issued hereunder shall in any way affect the right of BellSouth to convey to any other person or entity any interest in real or personal property, including any poles, conduit or ducts to or in which Licensee has attached or placed facilities pursuant to licenses issued under this Agreement provided however that BellSouth shall give Licensee reasonable advance written notice of such intent to convey.
- 2.6 No Effect on BellSouth's Rights to Manage its Own Facilities. This Agreement shall not be construed as limiting or interfering with BellSouth's rights set forth below, except to the extent expressly provided by the provisions of this Agreement or licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:
- 2.6.1 To locate, relocate, move, replace, modify, maintain, and operate BellSouth's own facilities within BellSouth's conduits, ducts or rights-of way or any of BellSouth's facilities attached to BellSouth's poles at any time and in any reasonable manner which BellSouth deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or
- 2.6.2 To enter into new agreements or arrangements with other persons or entities permitting them to attach or place their facilities to or in BellSouth's poles, conduits or ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not substantially interfere with Licensee's pole attachment, conduit occupancy or ROW use, rights provided by licenses Issued pursuant to this Agreement.
- 2.7 No Effect on Licensee's Rights to Manage its Own Facilities. This Agreement shall not be construed as limiting or interfering with Licensee's rights set forth below, except to the extent expressly provided by the provisions of this Agreement or licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:
- 2.7.1 To locate, relocate, move, replace, modify, maintain, and operate its own facilities within BellSouth's conduits, ducts or rights-of-way or its facilities attached to BellSouth's poles at any time and in any reasonable manner which Licensee deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or
- 2.7.2 To enter into new agreements or arrangements with other persons or entities permitting Licensee to attach or place its facilities to or in such other persons' or entities' poles, conduits or ducts, or rights-of-way; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not conflict with Licensee's obligations under licenses issued pursuant to this Agreement.

- 2.8 No Right to Interfere with Facilities of Others. The provisions of this Agreement or any license issued hereunder shall not be construed as authorizing either party to this Agreement to rearrange or interfere in any way with any of the other party's facilities, with the facilities of other persons or entities, or with the use of or access to such facilities by such other party or such other persons or entities, except to the extent expressly provided by the provisions of this Agreement or any license issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.
- 2.8.1 Licensee acknowledges that the facilities of persons or entities other than BellSouth and Licensee may be attached to or occupy BellSouth's poles, conduits, ducts and rights-of-way.
- 2.8.2 BellSouth shall not attach, or give permission to any third parties to attach facilities to, existing Licensee facilities without Licensee's prior written consent. If BellSouth becomes aware of any such unauthorized attachment to Licensee facilities, BellSouth shall use its best efforts to rectify the situation as soon as practicable.
- 2.8.3 With respect to facilities occupied by Licensee or the subject of an application for attachment by Licensee, BellSouth will give to Licensee 60 days' written notice for conduit extensions or reinforcements, 60 days' written notice for pole line extensions, 60 days' written notice for pole replacements, and 60 days' written notice of BellSouth's intention to construct, reconstruct, expand or place such facilities or of BellSouth's intention not to maintain or use any existing facility and, in the case of an existing facility which BellSouth elects not to maintain or use, BellSouth will grant to Licensee a right to maintain and use such facility. If an emergency or provisions of an applicable joint use agreement require BellSouth to construct, reconstruct, expand or replace poles, conduits or ducts occupied by Licensee or the subject of an application for attachment by Licensee, BellSouth will notify Licensee as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable Licensee, if it so desires, to request that a pole, conduit or duct of greater height or capacity be utilized to accommodate an anticipated facility need of Licensee.
- 2.8.4 At Licensee's expense, BellSouth shall remove any retired cable from conduit systems to allow for the efficient use of conduit space within a reasonable period of time.
- 2.9 Assignment of Space. Assignment of space on poles, in conduits or ducts and within ROW's will be made pursuant to licenses granted by BellSouth on an equal basis to BellSouth, Licensee and other telecommunication service providers.

3. REQUIREMENTS AND SPECIFICATIONS

- 3.1 Published Standards Incorporated in this Section by Reference. Licensee agrees that its facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications, each of which is incorporated by reference as part of this Section :
- 3.1.1 The Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("BellCore"), and sometimes referred to as the "Blue Book";
- 3.1.2 The National Electrical Code (NEC); and
- 3.1.3 The National Electrical Safety Code (NESC).
- 3.2 Changes in Published Standards. Licensee agrees to rearrange its facilities in accordance with changes in the standards published in the publications specified in Article 3.1 of this Agreement if required by law to do so or upon the mutual agreement of the parties.
- 3.3 Additional Electrical Design Specifications. Licensee agrees that, in addition to specifications and requirements referred to in Article 3.1 above, Licensee's facilities placed in BellSouth's conduit system shall meet all of the following electrical design specifications:
- 3.3.1 No facility shall be placed in BellSouth's conduit system in violation of FCC regulations.
- 3.3.2 Licensee's facilities placed in BellSouth's conduit system shall not be designed to use the earth as the sole conductor for any part of Licensee's circuits.
- 3.3.3 Licensee's facilities carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded sheath or shield.
- 3.3.4 No coaxial cable of Licensee shall occupy a conduit system containing BellSouth's cable unless such cable of Licensee meets the voltage limitations of Article 820 of the National Electrical Code.
- 3.3.5 Licensee's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half amperes and where such cable has two separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed 200 micro amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.
- 3.3.6 Neither party shall circumvent the other party's corrosion mitigation measures. Each party's new facilities shall be compatible with the other party's facilities so as not to damage any facilities of the other party by corrosion or other chemical reaction.

- 3.4 Additional Physical Design Specifications. Licensee's facilities placed in BellSouth's conduit system must meet all of the following physical design specifications:
- 3.4.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in BellSouth's conduit or ducts.
- 3.4.2 The integrity of BellSouth's conduit system and overall safety of BellSouth's personnel and other personnel working in BellSouth's conduit system requires that "dielectric cable" be required when Licensee's cable facility utilizes an alternative duct or route that is shared in the same trench by any current carrying facility of a power utility.
- 3.4.3 New construction splices in Licensee's fiber optic and twisted pair cables shall be located in manholes, pull boxes or handholes.
- 3.5 Additional Specifications Applicable to Connections. The following specifications apply to connections of Licensee's conduit to BellSouth's conduit system:
- 3.5.1 Licensee will be permitted to connect its conduit or duct only at the point of a BellSouth manhole. No attachment will be made by entering or breaking into conduit between manholes. All necessary work to install Licensee facilities will be performed by Licensee or its contractor at Licensee's expense. In no event shall Licensee or its contractor "core bore" or make any other modification to BellSouth manhole(s) without the prior written approval of BellSouth, which approval will not be unreasonably delayed or withheld.
- 3.5.2 BellSouth may monitor, at Licensee's expense, the entrance and exit of Licensee's facilities into BellSouth's manholes and the placement of Licensee's facilities in BellSouth's manholes.
- 3.5.3 If Licensee constructs or utilizes a duct connected to BellSouth's manhole, the duct and all connections between that duct and BellSouth's manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into BellSouth's conduit system. If Licensee's duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into BellSouth's conduit system.

- 3.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally. Duct clearing, rodding or modifications required to grant Licensee access to BellSouth's conduit systems may be performed by BellSouth at Licensee's expense at charges which represent BellSouth's actual costs. Alternatively (at Licensee's option) such work may be performed by a contractor who demonstrates compliance with BellSouth certification requirements, which certification requirements shall be consistent with F.C.C. rules. The parties acknowledge that Licensee, its contractors, and other persons acting on Licensee's behalf will perform work for Licensee (e.g., splicing Licensee's facilities) within BellSouth's conduit system. Licensee represents and warrants that neither Licensee nor any person acting on Licensee's behalf shall permit any person to climb or work on or in any of BellSouth's poles or to enter BellSouth's manholes or work within BellSouth's conduit system unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to pole or the conduit systems and to perform the work safely.
- 3.6.1 Licensee's facilities within BellSouth's conduit system shall be constructed, placed, rearranged, modified, and removed upon receipt of license specified in 5.1. However, no such license will be required for the inspection, maintenance, repair or non-physical modifications of Licensee's facilities.
- 3.6.2 "Rodding" or clearing of ducts in BellSouth's conduit system shall be done only when specific authorization for such work has been obtained in advance from BellSouth, which authorization shall not be unreasonably delayed or withheld by BellSouth. The parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. Licensee may contract with BellSouth for performance of such work or (at Licensee's option) with a contractor who demonstrates compliance with BellSouth certification requirements.
- 3.6.3 Personnel performing work on BellSouth's or Licensee's behalf in BellSouth's conduit system shall not climb on, step on, or otherwise disturb the other party's or any third party's cables, air pipes, equipment, or other facilities located in any manhole or other part of BellSouth's conduit system.
- 3.6.4 Personnel performing work on BellSouth's or Licensee's behalf within BellSouth's conduit system (including any manhole) shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.
- 3.6.5 All of Licensee's facilities shall be firmly secured and supported in accordance with BellCore and industry standards.
- 3.6.6 Licensee's facilities shall be plainly identified with Licensee's name in each manhole with a firmly affixed permanent tag that meets standards set by BellSouth for its own facilities.
- 3.6.7 Manhole pumping and purging required in order to allow Licensee's work operations to proceed shall be performed by a vendor approved by BellSouth in

compliance with BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures," and any amendments, revisions or supplements thereto and in compliance with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators.

- 3.6.8 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.
- 3.6.9 Any leak detection liquid or device used by Licensee or personnel performing work on Licensee's facilities within BellSouth's conduit system shall be of a type approved by BellSouth or BellCore.
- 3.6.10 When Licensee or personnel performing work on Licensee's behalf are working within or in the vicinity of any part of BellSouth's poles or conduit system which is located within, under, over, or adjacent to streets, highways, alleys or other traveled rights-of-way, Licensee and all personnel performing work on Licensee's behalf shall follow procedures which Licensee deems appropriate for the protection of persons and property. Licensee shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. Licensee will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. Licensee has sole responsibility for the safety of all personnel performing work on Licensee's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. BellSouth reserves the right to suspend Licensee's activities on, in or in the vicinity of BellSouth's poles or conduit system if, in BellSouth's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of Licensee or any personnel performing work on Licensee's behalf, which suspension shall cease when the condition has been rectified.
- 3.6.11 Except for protective screens, no temporary cover shall be placed by Licensee or personnel performing work on Licensee's behalf over an open manhole unless it is at least four feet above the surface level of the manhole opening.
- 3.6.12 Smoking or the use of any open flame is prohibited in BellSouth's manholes, in any other portion of BellSouth's conduit system, or within 10 feet of any open manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.
- 3.6.13 Artificial lighting, when required, will be provided by Licensee. Only explosion-proof lighting fixtures shall be used.

- 3.6.14 Neither Licensee nor personnel performing work on Licensee's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in BellSouth's conduit system (including any manhole) during work operations performed within or in the vicinity of BellSouth's conduit system.
- 3.6.15 Licensee will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in BellSouth's manholes, in any other portions of BellSouth's conduit system, or within 10 feet of any open manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like.
- 3.7 Opening of Manholes. The following requirements apply to the opening of BellSouth's manholes and the authority of BellSouth personnel present when work on Licensee's behalf is being performed within or in the vicinity of BellSouth's conduit system.
- 3.7.1 BellSouth's manholes shall be opened only as permitted by BellSouth's authorized employees or agents, which permission shall not be unreasonably denied or delayed.
- 3.7.2 Licensee shall notify BellSouth forty-eight (48) hours in advance of any routine work operation requiring entry into any of BellSouth's manholes.
- 3.7.3 Licensee shall be responsible for obtaining any necessary authorization from appropriate authorities to open manholes for conduit work operations therein.
- 3.7.4 BellSouth's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site. The presence of BellSouth's authorized employee or agent at the work site shall not relieve Licensee or personnel performing work on Licensee's behalf of their responsibility to conduct all work operations within BellSouth's conduit system in a safe and workmanlike manner.
- 3.7.5 Although BellSouth's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site, BellSouth's employee or agent shall have the authority to suspend Licensee's work operations within BellSouth's conduit system if, in the reasonable discretion of such BellSouth employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by Licensee or personnel performing work on Licensee's behalf.
- 3.8 OSHA Compliance: Notice to BellSouth of Unsafe Conditions. Licensee agrees that:
- 3.8.1 Its facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder;

- 3.8.2 All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors shall, when working on or within BellSouth's poles or conduit system, comply with OSHA and all rules and regulations thereunder;
- 3.8.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this section; and
- 3.8.4 Licensee (and any person acting on Licensee's behalf) may report unsafe conditions on, in or in the vicinity of BellSouth's poles or conduit system to BellSouth.
- 3.9 Compliance with Environmental Laws and Regulations. Licensee acknowledges that, from time to time, environmental contaminants may enter BellSouth's conduit system and accumulate in manholes or other conduit facilities and that certain conduits (transite) are constructed with asbestos-containing materials. If BellSouth has knowledge of the presence of such contaminants in a conduit for which Licensee has applied for or holds a license, BellSouth will promptly notify Licensee of such fact.

Notwithstanding any of BellSouth's notification requirements in this Attachment, Licensee acknowledges that some of BellSouth's conduit is fabricated from asbestos-containing materials. Such conduit is generally marked with a designation of "C Fiber Cement Conduit," "Transite," or "Johns-Manville." Until proven otherwise, Licensee will presume that all conduit not fabricated of plastic, tile, or wood is asbestos-containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment. BellSouth makes no representations to Licensee or personnel performing work on Licensee's behalf that BellSouth's conduit system or any specific portions thereof will be free from environmental contaminants at any particular time. The acknowledgments and representations set forth in the two preceding sentences are not intended to relieve BellSouth of any liability which it would otherwise have under applicable law for the presence of environmental contaminants in its conduit facilities. Licensee agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

- 3.9.1 Licensee's facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 9601 et. seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601-2629), the Clean Water Act (33 U.S.C. §§ 1251 et. seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j).

- 3.9.2 All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of BellSouth's poles or conduit system, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.
- 3.9.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this section. BellSouth will be afforded a reasonable opportunity to review such procedures and controls and provide comments that will be reasonably considered in advance of their implementation. Review and comment by BellSouth pursuant to this section will be provided in a timely manner.
- 3.9.4 Licensee and all personnel performing work on Licensee's behalf shall comply with such standards and practices as BellSouth and Licensee may from time to time mutually agree to adopt to comply with environmental laws and regulations including, without limitation, BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures". Pursuant to this practice, neither Licensee nor BellSouth nor personnel performing work on either party's behalf shall discharge water or any other substance from any BellSouth manhole or other conduit facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. No such waste material shall be deposited on BellSouth premises for storage or disposal.
- 3.10 Compliance with Other Governmental Requirements. Licensee agrees that its facilities attached to BellSouth's facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. Licensee shall comply with all statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. Licensee shall establish appropriate procedures and controls to assure such compliance by all persons acting on Licensee's behalf, including but not limited to, Licensee's employees, agents, contractors, and subcontractors.

3.11 Differences in Standards or Specifications. To the extent that there may be differences in any applicable standards or specifications referred to in this Article 3, the most stringent standard or specification shall apply.

3.12 Licensee Solely Responsible for the Condition of Its Facilities. Licensee shall be responsible at all times for the condition of its facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified above. In this regard, BellSouth shall have no duty to Licensee to inspect or monitor the condition of Licensee's facilities (including but not limited to splices and other facilities connections) located within BellSouth's conduit and ducts or any attachment of Licensee's facilities to BellSouth's poles, anchors, anchor/guy strands or other pole facilities. BellSouth may, however, conduct such inspections and audits of its poles and conduit system as BellSouth determines reasonable or necessary. Such inspection and audits shall be conducted at BellSouth's expense with the exception of (1) follow-up inspection to confirm remedial action after an observed Licensee violation of the requirements of this Agreement; and (2) inspection of Licensee facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the cost shall be borne by Licensee. Either party may audit the other party's compliance with the terms of this Section. Observed safety hazards or imminent facility failure conditions of another party shall be reported to the affected party where such party can be readily identified.

3.13 Efficient use of Conduit. BellSouth will install inner-ducts to increase duct space in existing conduit as facilities permit. The full complement of inner-ducts will be installed which can be accommodated under sound engineering principles. The number of inner-ducts which can reasonably be installed will be determined by BellSouth.

4. ADDITIONAL LEGAL REQUIREMENTS

4.1 Third Party Property Owners. Licenses granted under this Section authorize Licensee to place facilities in, or attach facilities to, poles, conduits and ducts owned or controlled by BellSouth but do not affect the rights of landowners to control terms and conditions of access to their property.

- 4.1.1 Licensee agrees that neither Licensee nor any persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of BellSouth's poles or conduit system, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove Licensee's facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on Licensee's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).
- 4.2 Required Permits, Certificates and Licenses. Licensee shall be responsible for obtaining any building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its facilities on public or private property.
- 4.2.1 Licensee shall not attach or place its facilities to or in BellSouth's poles, conduit or duct located on any property for which it or BellSouth has not first obtained all required authorizations.
- 4.2.2 BellSouth shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay BellSouth's prelicense survey work.
- 4.3 Lawful Purposes. All facilities placed by Licensee in BellSouth's conduit and ducts or on BellSouth's poles, anchors or anchor/guy strands must serve a lawful purpose and the uses made of Licensee's facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements. In this regard, Licensee shall not utilize any facilities occupying or attached to BellSouth's conduits, ducts or poles for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.
- 5. FACILITIES AND LICENSES**
- 5.1 Licenses Required. Before placing any facilities in BellSouth's conduits or ducts or attaching any facilities to BellSouth's poles, anchors or anchor/guy strands, Licensee must first apply for and receive a written license from BellSouth. BellSouth shall not unreasonably deny or delay issuance of any license.

- 5.2 Provision of Records and Information to Licensee. In order to obtain information regarding facilities, Licensee shall make a written request to BellSouth, identifying with reasonable specificity the geographic area for which facilities are required, the types and quantities of the required facilities and the required in-service date. In response to such request, BellSouth shall provide Licensee with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of BellSouth poles, conduit and right-of-way located within the geographic area specified by Licensee. Provision of information under the terms of this section shall include the right of Licensee employees or agents to inspect and copy engineering records or drawings which pertain to those facilities within the geographic area identified in Licensee's request. Such inspection and copying shall be done at a time and place mutually agreed upon by the parties. See Appendix II for records location centers.
- 5.3 No Warranty of Record Information. Licensee acknowledges that records and information provided by BellSouth pursuant to paragraph 5.2 may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant facilities and right of way. In providing such records and information, BellSouth assumes no liability to Licensee or any third party for errors/omissions contained therein.
- 5.4 Determination of Availability. BellSouth shall provide pole, conduit and right-of-way availability information in response to a request from Licensee which identifies with reasonable specificity the facilities for which such information is desired. Licensee may elect to be present at any field based survey of facilities identified pursuant to this paragraph and BellSouth shall provide Licensee at least forty-eight (48) hours notice prior to initiating such field survey. Licensee employees or agents shall be permitted to enter BellSouth manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours notice to BellSouth, with a BellSouth representative present and at Licensee's expense.
6. **MAKE-READY WORK**
- 6.1 Work Performed by BellSouth. If performed by BellSouth, make-ready work to accommodate Licensee's facilities shall be included in the normal work load schedule of BellSouth with construction responsibilities in the geographic areas where the relevant poles or conduit systems are located and shall not be entitled to priority, advancement, or preference over other work to be performed by BellSouth in the ordinary course of BellSouth's business.
- 6.1.1 If Licensee desires make-ready work to be performed on an expedited basis and BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If Licensee accepts BellSouth's offer, Licensee shall pay such additional charges.

- 6.2 All charges for make-ready work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth.
- 6.3 Work Performed by Certified Contractor. In lieu of obtaining performance of make-ready work by BellSouth, Licensee at its option may arrange for the performance of such work by a contractor certified by BellSouth to work on or in its facilities. Certification shall be granted based upon reasonable and customary criteria employed by BellSouth in the selection of its own contract labor. Notwithstanding any other provisions of this Section, Licensee may not employ a contractor to accomplish make-ready work if BellSouth is likewise precluded from contractor selection under the terms of an applicable joint use agreement or collective bargaining agreement. In accordance with section 3.6.7, all manhole pumping and purging shall be performed by a vendor approved by BellSouth.
- 6.4 Completion of Make-Ready Work. BellSouth will issue a license to Licensee at the time all make-ready work necessary to Licensee's attachment or occupancy has been completed.

7. APPLICATION FORM AND FEES

- 7.1 Application Process. To apply for a license under this Section, Licensee shall submit to BellSouth two signed copies of an Application and Conduit Occupancy License form or an Application and Pole Attachment License form, whichever the case may be (collectively referred to as the "License Application"). BellSouth will process License Applications in the order in which they are received. However, when Licensee has submitted multiple License Applications to BellSouth, Licensee may designate its desired priority of completion of pre-license surveys and Make-Ready work with respect to all such applications. Upon written notice to BellSouth and with a commercially reasonable expectation, Licensee may change the priority of the applications submitted prior to the pre-license survey response. BellSouth will make reasonable accommodations to the change in priority.
- 7.1.1 Each License Application shall specify the proposed route of Licensee's facilities and identify the conduits and ducts or poles and pole facilities along the proposed route in which Licensee desires to place or attach its facilities, and describe the physical size, weight and jacket material of the cable which Licensee desires to place in each conduit or duct or the number and type of cable, apparatus enclosures and other facilities which Licensee desires to attach to each pole.
- 7.1.2 Each License Application shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in 10.1 of this Agreement, and an indication of whether Licensee will, at its option, perform its own make-ready work or have an outside contractor do so, consistent with BellSouth's procedures as to third parties performing such work.

- 7.1.3 Within 15 calendar days of receipt of a License Application, BellSouth will acknowledge such receipt and: (1) if License Application is complete and accurate, provide NEXTLINK with an estimate of the cost of conducting the pre-license survey and whether it can accommodate NEXTLINK's Application; provided however, that accompanying NEXTLINK's License Application does not mean BellSouth will grant the License Application within the fifteen (15) day period after receipt of the License Application, (2) If the License Application is incomplete or inaccurate, will identify for NEXTLINK the deficiencies in the License Application.
- 7.1.4 Within 30 calendar days of receipt of BellSouth's acknowledgement and the pre-license survey cost estimate, NEXTLINK shall indicate its intent to proceed with the License Application by submitting to BellSouth the associated fees for the pre-license survey. Upon receipt of the appropriate fees, BellSouth shall promptly proceed with the Pre-license Survey and the Make-Ready Estimate and return the results of the survey and the Make-Ready Estimate (including the costs involved and the duration of the project) to NEXTLINK within 30 calendar days.
- 7.1.5 If BellSouth determines after completing the Pre-License Survey that no make-ready work is required, BellSouth will approve the License Applications. If such License Application has been previously received, BellSouth will issue license for the pole attachments and conduit occupancy within 20 business days of completion of the Pre-License Survey.
- 7.1.6 Within 30 calendar days of receipt of BellSouth's response pursuant to section 7.1.4, NEXTLINK shall indicate its intent to proceed with the License by confirming in writing that the make-ready work will be done by an outside contractor or by NEXTLINK, consistent with BellSouth's procedures as to third parties performing such work, or by submitting to BellSouth a request that BellSouth perform the make-ready work. If NEXTLINK requests that BellSouth perform the make-ready work, BellSouth will provide its proposed construction schedule to NEXTLINK within 10 business days of receipt of NEXTLINK's request that BellSouth perform the work. NEXTLINK may, at its option, negotiate a construction schedule on an expedited basis. NEXTLINK shall pay the estimated make-ready charges before BellSouth will commence any make-ready work.
- 7.1.7 When the make-ready work is completed, BellSouth will approve the License Application. If such License Application has been received previously, BellSouth will issue licenses for the pole attachment and conduit occupancy within 20 business days of completion of make-ready work.
- 7.1.8 The timetables, procedures and intervals set forth herein will be revised based upon the TRA's decision in BellSouth's §271 proceeding.
- 7.2 Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities. Licensee may include multiple cables in a single license application and multiple services (e.g., CATV and non-CATV services) may be provided by Licensee in the same cable sheath. Licensee's lashing

additional cable to existing facilities and placing additional cables in conduits or ducts already occupied by Licensee's facilities shall be permitted, and no additional fees will be applied; provided, however, that if Licensee desires to lash additional cable to existing facilities of a third party Licensee shall provide BellSouth with reasonable notice, and shall obtain written permission from the owner of the existing facilities. If BellSouth determines that the requested lashing would violate safety or engineering requirements, BellSouth shall provide written notice to Licensee within a reasonable time specifying in detail BellSouth's findings. If Licensee desires to place additional cables in conduits or ducts which are already occupied, or to replace existing facilities with new facilities substantially different from those described in licenses in effect, Licensee must apply for and acquire a new license specifically describing the physical size, weight and jacket material of the cable to be placed in BellSouth's conduits and ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other facilities to be attached to BellSouth poles.

7.3

Each party hereby designates the employees named below as their single point of contact for any and all purposes of this Section, including, but not limited to, processing licenses and applications and providing records and information. Each party may at any time designate a new point of contact by giving written notice of such change.

| | | Notices | Billing Address |
|------------------------------------|--|------------------------------------|------------------------------|
| <i>To Licensee as follows:</i> | | | |
| Contact | | Linda Baggett | David Wise |
| Title | | | |
| Company | | NEXTLINK Tennessee LLC, Inc. | NEXTLINK Tennessee LLC, Inc. |
| Address | | 5127 Truse Road | 105 Molloy Street |
| Address | | | |
| City, State, and Zip Code | | Memphis, TN 38117 | Nashville, TN 37201 |
| Telephone | | (901) 888-8920 | (615) 777-7707 |
| Facsimile | | (901) 888-8120 | (615) 777-7708 |
| with a copy to: | | | |
| | | | |
| | | | |
| <i>and to Licensor as follows:</i> | | | |
| Contact | | Arthur Williams | |
| Title | | Manager | |
| Company | | BellSouth Telecommunications, Inc. | |
| Address | | North W3D2 | |
| Address | | 3535 Colonnade Parkway | |
| City, State, and Zip Code | | Birmingham, AL 35243 | |
| Telephone | | (205) 977-5068 | |
| Facsimile | | (205) 977-7997 | |

8. PROCESSING OF APPLICATIONS (INCLUDING PRELICENSE SURVEYS AND FIELD INSPECTIONS)

- 8.1 Licensee's Priorities. When Licensee has multiple applications on file with BellSouth, Licensee shall designate its desired priority of completion of prelicense surveys and make-ready work with respect to all such applications.
- 8.2 Prelicense Survey. After Licensee has submitted its written application for a license, a prelicense survey (including a field inspection) will be performed by either party, in the company of a representative of the other party as mutually agreed, to determine whether BellSouth's poles, anchors and anchor/guy strands, or conduit system, in their present condition, can accommodate Licensee's facilities, without substantially interfering with the ability of BellSouth or any other authorized person or entity to use or access the pole, anchor or anchor/guy strand or any portion of BellSouth's conduit system or facilities attached to BellSouth's pole or placed within or connected to BellSouth's conduit system. If Licensee gives its prior written consent in writing, the determination of duct availability may include the "rodding" of ducts at Licensee's expense.
- 8.2.1 The purpose of the prelicense survey is to determine whether Licensee's proposed attachments to BellSouth's poles or occupancy of BellSouth's conduit and ducts will substantially interfere with use of BellSouth's facilities by BellSouth and others with facilities occupying, connected or attached to BellSouth's pole or conduit system; and to provide information to Licensee for its determination of whether the pole, anchor, anchor/guy strand, conduit, duct, or right-of-way is suitable for its use.
- 8.2.2 Based on information provided by BellSouth, Licensee shall determine whether BellSouth's pole, anchor, anchor/guy strand, conduit and duct facilities are suitable to meet Licensee's needs.
- 8.2.3 BellSouth may not unreasonably refuse to continue to process an application based on BellSouth's determination that Licensee's proposed use of BellSouth's facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. Licensee shall be responsible for making its own, independent determination that its use of such facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. Licensee acknowledges that BellSouth is not explicitly or implicitly warranting to Licensee that Licensee's proposed use of BellSouth's facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

8.3 Administrative Processing. The administrative processing portion of the prelicense survey (which includes without limitation processing the application, preparing make-ready work orders, notifying joint users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of BellSouth and/or other licensed facilities) will be performed by BellSouth at Licensee's expense. Anything to the contrary herein notwithstanding, BellSouth shall bear no responsibility for the relocation, rearrangement or removal of facilities used for the transmission or distribution of electric power.

9. **ISSUANCE OF LICENSES**

9.1 Obligation to Issue Licenses. BellSouth shall issue a license to Licensee pursuant to this Article 9. BellSouth and Licensee acknowledge that each application for a license shall be evaluated on an individual basis. Nothing contained in this section shall be construed as abridging any independent pole attachment rights or conduit or duct access rights which Licensee may have under the provisions of any applicable federal or state laws or regulations governing access to BellSouth's poles, conduits and ducts, to the extent the same are not inconsistent with the Telecommunications Act of 1996. Each license issued hereunder shall be for an indefinite term, subject to Licensee's compliance with the provisions applicable to such license and further subject to Licensee's right to terminate such license at any time for any reason upon at least thirty (30) days' prior written notice.

9.2 Multiple Applications. Licensee acknowledges that multiple parties including BellSouth may seek to place their facilities in BellSouth's conduit and ducts at or about the same time, that the make-ready work required to prepare BellSouth's facilities to accommodate multiple applicants may differ from the make-ready work required to accommodate a single applicant, that issues relating to the proper apportionment of costs arise in multi-applicant situations that do not arise in single-applicant situations, and that cooperation and negotiations between all applicants and BellSouth may be necessary to resolve disputes involving multiple applications for permission to place facilities in/on the same pole, conduit, duct, or right-of-way.

9.2.1 All applications will be processed on a first-come, first-served basis.

9.3 Agreement to Pay for All Make-Ready Work Completed. Licensee's submission of written authorization for make-ready work shall also constitute Licensee's agreement to pay additional cost-based charges, if any, for completed make-ready work.

- 9.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Licensee shall make arrangements with the owners of other facilities located in or connected to BellSouth's conduit system or attached to BellSouth's poles, anchors or anchor/guy strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their facilities to accommodate the placement or attachment of Licensee's facilities in or to BellSouth's structures.
- 9.5 Make-Ready Work on an Expedited Basis. If Licensee is willing to authorize BellSouth to perform make-ready work on an expedited basis, and if BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If Licensee accepts BellSouth's offer, Licensee shall pay such additional charges, if any.
- 9.6 License. When Licensee's application for a pole attachment or conduit occupancy license is approved, and all required make-ready work completed, BellSouth will execute and return a signed authorization to Licensee, as appropriate, authorizing Licensee to attach or place the specified facilities on BellSouth's poles or in BellSouth's conduit or ducts.
- 9.6.1 Each license issued under this Section shall authorize Licensee to attach to BellSouth's poles or place or maintain in BellSouth's conduit or ducts only those facilities specifically described in the license, and no others.
- 9.6.2 Except as expressly stated to the contrary in individual licenses issued hereunder, each license issued pursuant to this Section shall incorporate all terms and conditions of this Section whether or not such terms or conditions are expressly incorporated by reference on the face of the license itself.
- 10. CONSTRUCTION OF LICENSEE'S FACILITIES**
- 10.1 Construction Schedule. Licensee shall submit with Licensee's license application a proposed or estimated construction schedule. Promptly after the issuance of a license permitting Licensee to attach facilities to BellSouth's poles or place facilities in BellSouth's conduit or ducts, Licensee shall provide BellSouth with an updated construction schedule and shall thereafter keep BellSouth informed of significant anticipated changes in the construction schedule. Construction schedules required by this Section shall include, at a minimum, the following information:
- 10.1.1 The name, title, business address, and business telephone number of the manager responsible for construction of the facilities;
- 10.1.2 The names of each contractor and subcontractor which will be involved in the construction activities;
- 10.1.3 The estimated dates when construction will begin and end; and

- 10.1.4 The approximate dates when Licensee or persons acting on Licensee's behalf will be performing construction work in connection with the placement of Licensee's facilities in BellSouth's conduit or ducts.
- 10.2 Additional Pre-construction Procedures for Facilities Placed in Conduit System. The following procedures shall apply before Licensee places facilities in BellSouth's conduit system:
- 10.2.1 Licensee shall give written notice of the type of facilities which are to be placed; and
- 10.2.2 BellSouth shall designate the particular duct or ducts or inner ducts (if available) to be occupied by Licensee's facilities, the location and manner in which Licensee's facilities will enter and exit BellSouth's conduit system, and the specific location and manner of installation of any associated equipment which is permitted by BellSouth to occupy the conduit system. Licensee may not occupy a duct other than the specified duct without the express written consent of BellSouth. BellSouth shall provide to Licensee space in manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.
- 10.3 BellSouth Not Responsible for Constructing or Placing Facilities. BellSouth shall have no obligation to construct any facilities for Licensee or to attach Licensee's facilities to, or place Licensee's facilities in, BellSouth's poles or conduit system, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided in this Section, any license issued hereunder, or by the Telecommunications Act of 1996 or any other applicable law.
- 10.4 Licensee Responsible for Constructing, Attaching and Placing Facilities. Except where otherwise mutually agreed by Licensee and BellSouth, Licensee shall be responsible for constructing its own facilities and attaching those facilities to, or placing them in BellSouth's poles, conduit or ducts at Licensee's sole cost and expense. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of Licensee's facilities and for directing the activities of all persons acting on Licensee's behalf while they are physically present on BellSouth's pole, in any part of BellSouth's conduit system or in the vicinity of BellSouth's poles or conduit system.
- 10.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements. Licensee shall construct its facilities in accordance with the provisions of this Section and all licenses issued hereunder.
- 10.5.1 Licensee shall construct, attach and place its facilities in compliance with all Requirements and Specifications set forth above in this Agreement.
- 10.5.2 Licensee shall satisfy all Legal Requirements set forth above in this Agreement.

- 10.5.3 Licensee shall not permit any person acting on Licensee's behalf to perform any work on BellSouth's poles or within BellSouth's conduit system without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the pole or conduit system is suitable for the work to be performed. If Licensee or any person working on Licensee's behalf determines that the condition of the pole or conduit system is not suitable for the work to be performed, Licensee shall notify BellSouth of the condition of the pole or conduit system in question and shall not proceed with construction activities until Licensee is satisfied that the work can be safely performed.
- 10.6 Construction Notices. If requested to do so, Licensee shall provide BellSouth with information to reasonably assure BellSouth that construction has been performed in accordance with all applicable standards and requirements.
- 10.7 Points for Attachment. BellSouth shall specify, using the same selection criteria it uses for its own operating company, the point of attachment of each pole or anchor to be occupied by Licensee's facilities. When the facilities of more than one applicant are involved, BellSouth will attempt, to the extent practicable, to designate the same relative position on each pole or anchor for each applicant's facilities.
- 10.8 Manhole and Conduit Break-Outs. Licensee shall be permitted to add conduit ports to BellSouth manholes when existing conduits do not provide the pathway connectivity needed by Licensee; provided the structural integrity of the manhole is maintained, and sound engineering judgment is employed.
- 11. USE AND ROUTINE MAINTENANCE OF LICENSEE'S FACILITIES**
- 11.1 Use of Licensee's Facilities. Each license granted under this Section authorizes Licensee to have access to Licensee's facilities on or in BellSouth's poles, conduits and ducts as needed for the purpose of serving Licensee's customers, including, but not limited to, powering electronics, monitoring facilities, or transporting signaling.
- 11.2 Routine Maintenance of Licensee's Facilities. Each license granted under this Section authorizes Licensee to engage in routine maintenance of Licensee's facilities located on or in BellSouth's poles, conduits, ducts and ROW pursuant to such license. Licensee shall give reasonable notice to the affected public authority or private landowner as appropriate before commencing the construction or installation of its attachments or making any material alterations thereto. Licensee shall give reasonable notice to BellSouth before performing any work, whether or not of a routine nature, in BellSouth's conduit system.

- 11.3 Licensee Responsible for Maintenance of Licensee's Facilities. Licensee shall maintain its facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth above in this Agreement) and all licenses issued hereunder. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of Licensee's facilities and for directing the activities of all persons acting on Licensee's behalf while they are physically present on BellSouth's poles, within BellSouth's conduit system or in the immediate vicinity of such poles or conduit system.
- 11.4 BellSouth Not Responsible for Maintaining Licensee's Facilities. BellSouth shall have no obligation to maintain any facilities which Licensee has attached or connected to, or placed in, BellSouth's poles, conduits, ducts or any portion of BellSouth's conduit system, except to the extent expressly provided by the provisions of this Section or any license issued hereunder, or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.
- 11.5 Information Concerning the Maintenance of Licensee's Facilities. Promptly after the issuance of a license permitting Licensee to attach facilities to, or place facilities in BellSouth's poles, conduits or ducts, Licensee shall provide BellSouth with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of Licensee's facilities, and shall thereafter notify BellSouth of changes to such information. The manager responsible for routine maintenance of Licensee's facilities shall, on BellSouth's request, identify any contractor, subcontractor, or other person performing maintenance activities on Licensee's behalf at a specified site and shall, on BellSouth's request, provide such additional documentation relating to the maintenance of Licensee's facilities as reasonably necessary to demonstrate that Licensee and all persons acting on Licensee's behalf are complying with the requirements of this Section and licenses issued hereunder.
- 11.6 Identification of Personnel Authorized to Have Access to Licensee's Facilities. All personnel authorized to have access to Licensee's facilities shall, while working on BellSouth's poles, in its conduit system or ducts or in the vicinity of such poles, ducts or conduit systems, carry with them suitable identification and shall, upon the request of any BellSouth employee, produce such identification.

12. MODIFICATION AND REPLACEMENT OF LICENSEE'S FACILITIES

12.1 Notification of Planned Modification or Replacement of Facilities. Licensee shall, when practicable, notify BellSouth in writing at least 60 days before adding to, relocating, replacing or otherwise modifying its facilities attached to a BellSouth pole, anchor or anchor/guy strand or located in any BellSouth conduit or duct. The notice shall contain sufficient information to enable BellSouth to determine whether the proposed addition, relocation, replacement, or modification is permitted under Licensee's present license or requires a new or amended license.

12.2 New or Amended License Required. A new or amended license will be required if the proposed addition, relocation, replacement, or modification:

12.2.1 Requires that Licensee use additional space on BellSouth's poles or in its conduits or ducts (including but not limited to any additional ducts, inner ducts, or substantial space in any handhole or manhole) on either a temporary or permanent basis; or

12.2.2 Results in the size or location of Licensee's facilities on BellSouth's poles or in its conduit or ducts being appreciably different from those described and authorized in Licensee's present license (e.g. different duct or size increase causing a need to re-calculate storm loadings, guying, or pole class).

13. REARRANGEMENT OF FACILITIES AT THE REQUEST OF ANOTHER

13.1 Make-Ready Work at the Request of Licensee. If, prior to the issuance of a license, Licensee determines that any pole, anchor, anchor/guy strand, conduit or duct is inadequate to accommodate Licensee's proposed pole attachment or conduit occupancy or that it will be necessary or desirable for BellSouth or any other person or entity to rearrange existing facilities or structures to accommodate Licensee, Licensee shall promptly advise BellSouth of the make-ready work it believes necessary to enable the accommodation of Licensee's facilities.

13.1.1 BellSouth shall determine, in the exercise of sound engineering judgment, whether or what make-ready work is necessary or possible. In determining whether make-ready work is necessary or what make-ready work is necessary, BellSouth shall endeavor to minimize its costs to Licensee. If it is determined that such make-ready work is required, BellSouth shall provide Licensee with the estimated costs for make-ready work and a Make Ready Due Date.

- 13.1.2 Licensee shall be solely responsible for negotiating with persons or entities other than BellSouth for the rearrangement of such persons' or entities' facilities or structures and, except where such rearrangement is for the benefit of BellSouth and/or other licensees as well as Licensee, shall be solely responsible for paying all charges attributable to the rearrangement of such facilities; provided, however, that if facilities rearrangements require new licenses from BellSouth, BellSouth shall issue such licenses in conjunction with the issuance of the applied-for license to Licensee.
- 13.2 Rearrangement of Licensee's Facilities at BellSouth's Request. Licensee acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto and that such changes may be necessitated by BellSouth's business needs or authorized application of another entity seeking access to BellSouth's poles or conduit systems. Licensee agrees that Licensee will, upon BellSouth's request, and at BellSouth's expense, but at no cost to Licensee, participate with BellSouth (and other licensees) in the relocation, reconstruction, or modification of BellSouth's conduit system or facilities rearrangement. Licensee acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. Licensee shall, upon BellSouth's request, participate with BellSouth (and other licensees) in the relocation, reconstruction, or modification of BellSouth's conduit system or facilities rearrangement and pay its proportionate share of any costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.
- 13.2.1 Licensee shall make all rearrangements of its facilities within such period of time as is jointly deemed reasonable by the parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or facility-based service denial to a Licensee customer.
- 13.2.2 If Licensee fails to make the required rearrangements within the time prescribed or within such extended periods of time as may be granted by BellSouth in writing, BellSouth may perform such rearrangements with written notice to Licensee, and Licensee shall reimburse BellSouth for actual costs and expenses incurred by BellSouth in connection with the rearrangement of Licensee's facilities; provided, however, that nothing contained in this Section or any license issued hereunder shall be construed as requiring Licensee to bear any expenses which, under the Telecommunications Act of 1996 or other applicable federal or state laws or regulations, are to be allocated to persons or entities other than Licensee; and provided further, however, that Licensee shall have no responsibility for rearrangement costs and expenses relating to rearrangements performed for the purpose of meeting BellSouth's business needs.

14. EMERGENCY REPAIRS AND POLE REPLACEMENTS

- 14.1 Licensee Responsible for Emergency Repairs to its Own Facilities. In general, Licensee shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs. BellSouth shall be under no obligation to perform any repair or service restoration work of any kind with respect to Licensee's facilities.

15. INSPECTION BY BELL SOUTH OF LICENSEE'S FACILITIES

- 15.1 BellSouth's Right to Make Periodic or Spot Inspections. BellSouth shall have the right to make periodic or spot inspections at any time of any part of Licensee's facilities attached to BellSouth's poles, anchors or anchor/guy strands or occupying any BellSouth conduit or duct for the limited purpose of determining whether Licensee's facilities are in compliance with the terms of this Section and licenses hereunder; provided that such inspections must be non-invasive (e.g., no splice cases may be opened).

- 15.1.1 BellSouth will give Licensee advance written notice of such inspections, and Licensee shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to Licensee.

- 15.1.2 Such inspections shall be conducted at BellSouth's expense; provided, however, that Licensee shall bear the cost of inspections as delineated in 3.12.

- 15.2 No Duty to Licensee. Neither the act of inspection by BellSouth of Licensee's facilities nor any failure to inspect such facilities shall operate to impose on BellSouth any liability of any kind whatsoever or to relieve Licensee of any responsibility, obligations or liability under this Section or otherwise existing.

16. NOTICE OF NONCOMPLIANCE

- 16.1 Notice of Noncompliance. If, at any time, BellSouth determines that Licensee's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Agreement, BellSouth may send written notice to Licensee specifying the alleged noncompliance. Licensee agrees to acknowledge receipt of the notice as soon as practicable. If Licensee does not dispute BellSouth's assertion that such facilities are not in compliance, Licensee agrees to provide BellSouth with a schedule for bringing such facilities into compliance, to bring the facilities into compliance within a reasonable time, and to notify BellSouth in writing when the facilities have been brought into compliance.
- 16.2 Disputes over Alleged Noncompliance. If Licensee disputes BellSouth's assertion that Licensee's facilities are not in compliance, Licensee shall notify BellSouth in writing of the basis for Licensee's assertion that its facilities are in compliance.
- 16.3 Failure to Bring Facilities into Compliance. If Licensee has not brought the facilities into compliance within a reasonable time or provided BellSouth with proof sufficient to persuade BellSouth that BellSouth erred in asserting that the facilities were not in compliance, and if BellSouth determines in good faith that the alleged noncompliance causes or is likely to cause material damage to BellSouth's facilities or those of other users, BellSouth may, at its option and Licensee's expense, take such non-service affecting steps as may be required to bring Licensee's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Agreement.
- 16.4 Correction of Conditions by BellSouth. If BellSouth elects to bring Licensee's facilities into compliance, the provisions of this Section shall apply.
- 16.4.1 BellSouth will, whenever practicable, notify Licensee in writing before performing such work. The written notice shall describe the nature of the work to be performed and BellSouth's schedule for performing the work.
- 16.4.2 If Licensee's facilities have become detached or partially detached from supporting racks or wall supports located within a BellSouth manhole, BellSouth may, at Licensee's expense, reattach them but shall not be obligated to do so. If BellSouth does not reattach Licensee's facilities, BellSouth shall endeavor to arrange with Licensee for the reattachment of any facilities affected.
- 16.4.3 BellSouth shall, as soon as practicable after performing the work, advise Licensee in writing of the work performed or action taken. Upon receiving such notice, Licensee shall inspect the facilities and take such steps as Licensee may deem necessary to insure that the facilities meet Licensee's performance requirements.
- 16.5 Licensee to Bear Expenses. Licensee shall bear all expenses arising out of or in connection with any work performed to bring Licensee's facilities into compliance with this Section; provided, however that nothing contained in this Section or any license issued hereunder shall be construed as requiring Licensee to bear any

expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.

17. UNAUTHORIZED OCCUPANCY OR UTILIZATION OF BELL SOUTH'S FACILITIES

17.1 Licensing or Removal of Unauthorized Attachments. If any of Licensee's attachments shall be found attached to pole(s) or occupying conduit systems for which no license is outstanding, BellSouth, without prejudice to its other rights or remedies under this Agreement, including termination of licenses, may impose a charge and require Licensee to submit in writing, within thirty (30) days after receipt of written notification from BellSouth of the unauthorized attachment or conduit occupancy, a pole attachment or conduit occupancy license application. If such application is not received by BellSouth within the specified time period, Licensee may be required at BellSouth's option to remove its unauthorized attachment or occupancy within sixty (60) days of the final date for submitting the required application, or BellSouth may at BellSouth's option remove Licensee's facilities without liability, and the expense of such removal shall be borne by Licensee. Charges for any such unauthorized occupancy shall be equal to the applicable license fees and charges which would have been payable from and after the date such facilities were first placed on BellSouth's poles or in BellSouth's conduit system, if Licensee provides reasonable documentation of such placement. If Licensee is unable to provide such reasonable documentation, then Licensee will pay two years worth of the applicable charges.

17.1.1 Nothing contained in the Agreement or any license issued hereunder shall be construed as requiring Licensee to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.

17.2 Prompt Payment of Applicable Fees and Charges. Fees and charges for pole attachments and conduit system occupancies, as specified herein and as modified from time to time, shall be due and payable immediately whether or not Licensee is permitted to continue the pole attachment or conduit occupancy. See Appendix I for applicable annual rental fees.

- 17.3 No Implied Waiver or Ratification of Unauthorized Use. No act or failure to act by BellSouth with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by BellSouth of any of its rights or privileges under this Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized use from its inception.

18. REMOVAL OF LICENSEE'S FACILITIES

- 18.1 Pole Attachments. Licensee, at its expense, will remove its attachments from any of BellSouth's poles within thirty (30) days after termination of the license covering such attachments. If Licensee fails to remove its attachments within such thirty (30) day period, BellSouth shall have the right to remove such attachments at Licensee's expense and without any liability on the part of BellSouth for damage or injury to Licensee's attachments unless caused by the negligence or intentional misconduct of BellSouth.

- 18.2 Conduit Occupancy. Licensee, at its expense, will remove its communications facilities from a conduit system within sixty (60) days after:

- 18.2.1 Termination of the license covering such conduit occupancy; or

- 18.2.2 The date Licensee replaces its existing facilities in one duct with substitute facilities in another duct.

- 18.2.3 If Licensee fails to remove its facilities within the specified period, BellSouth shall have the right to remove such facilities at Licensee's expense and without any liability on the part of BellSouth for damage or injury to such facilities unless caused by the negligence or intentional misconduct of BellSouth.

- 18.3 Continuing Responsibility for Fees and Charges. Licensee shall remain liable for and pay to BellSouth all fees and charges pursuant to provisions of this Agreement until all of Licensee's facilities are physically removed from BellSouth's poles or conduit system.

19. FEES, CHARGES, AND BILLING

- 19.1 License Charges. License charges commence on the first day of the calendar month following the date a license is issued. Such charges cease as of the final day of the calendar month preceding the month in which the attachment or occupancy is physically removed or the utilization is discontinued. A one-month minimum charge is applicable to all licenses.

- 19.2 Notice of Rate and Computation of Charges. On or about November 1 of each year, BellSouth will notify Licensee by certified mail, return receipt requested, of the rental rate and pole transfer rate to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by, the terms and conditions of this Agreement. Attachment and occupancy rates shall be applied to the number of pole(s) and duct feet of conduit for which licenses have been issued before December 1 of each calendar year. Charges for attachment(s) and occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.

20. ADVANCE PAYMENT AND IMPUTATION

- 20.1 Attachment and Occupancy Fees. Fees for pole attachment and conduit occupancy shall be based on the facilities for which licenses have been issued as of the date of billing by BellSouth, shall be computed as set forth herein.

- 20.1.1 Charges associated with newly licensed attachments or occupancies and other attachments or occupancies of less than the entire annual billing period shall be prorated.

- 20.1.2 Charges shall be prorated retroactively in the event of the removal of Licensee's facilities.

- 20.1.3 The amount of any advance payment required shall be due within sixty (60) days after receipt of an invoice from BellSouth.

- 20.2 Imputation. BellSouth shall impute to its costs of providing telecommunications services (and charge any affiliate, subsidiary, or associate company engaged in the provision of such services) an equal amount to the charges set forth in this Section for all of the conduits, ducts, and poles it occupies and uses.

21. ASSURANCE OF PAYMENT

- 21.1 Necessity and Level of Security. In the event Licensee fails to demonstrate credit worthiness, Licensee may be required to furnish a bond, letter of credit or other evidence of financial security having a minimum face amount of \$10,000.00 per state or \$50,000.00 per region. Such bond, letter of credit or other security shall be in a form satisfactory to BellSouth and may be increased from time to time as reasonably required by BellSouth to guarantee the performance of all obligations of Licensee hereunder. The amount of the bond, letter of credit or other security shall not operate as a limitation upon the obligations of Licensee hereunder.

22. INSURANCE

- 22.1 Licensee shall obtain and maintain insurance (or provide written evidence of being self-insured), including endorsements insuring the contractual liability and indemnification provisions of this Agreement, issued by an insurance carrier reasonably satisfactory to Licenser to protect the Licenser, other authorized Licensees, and Joint User(s) from and against all claims demands, causes of action, judgments, costs, including reasonable attorneys' fees, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in this Agreement including Article XIV preceding.
- 22.2 Licensee shall maintain the following amounts of insurance in compliance with (22.1) above:
- 22.2.1 Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate.
- 22.2.2 Umbrella or Excess Liability Insurance with limits of not less than \$10,000,000 per occurrence and in the aggregate.
- 22.3 Licensee shall submit to Licenser certificates by each company insuring Licensee with respect to any insurance required hereunder, such certificate(s) to specify the coverage provided and that such company will not cancel or change any such policy of insurance issued to Licensee except after sixty (60) days written notice to Licenser.
- 22.4 Licensee shall also carry such insurance as will protect it from all claims under any Worker's Compensation Law in effect that may be applicable to it as a result of work performed pursuant to this Agreement.
- 22.5 All insurance required in accordance with 22.2) and 22.3) preceding must be effective before Licenser will authorize attachment to a Pole and/or Anchor, or occupancy of a Conduit System and shall remain in force until such Licensee's facilities have been removed from all such Pole(s), Anchor(s), Conduit System, or Right of Way. In the event that the Licensee shall fail to maintain the required insurance coverage, Licenser may pay any premium thereon falling due, and the Licensee shall forthwith reimburse the Licenser for any such premium paid.
- 22.6 Licensee may self-insure any or all of the insurance coverages required in the Agreement.

23. AUTHORIZATION NOT EXCLUSIVE

- 23.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. BellSouth shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any Pole, Anchor, or Conduit System covered by this Agreement and Licensee's rights hereunder.

24. ASSIGNMENT OF RIGHTS

24.1 Licensee shall not assign or transfer this Agreement or any license or any authorization granted under this Agreement, and this Agreement shall not inure to the benefit of Licensee's successors or assigns, without the prior written consent of BellSouth. BellSouth shall not unreasonably withhold such consent.

24.2 In the event such consent or consents are granted by BellSouth, then the provisions of this Agreement shall apply to and bind the successors and assigns of the Licensee. Form NT-13 shall be used for this purpose.

25. FAILURE TO ENFORCE

25.1 Failure of BellSouth to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

26. TERM OF AGREEMENT

Unless sooner terminated as herein provided, this Agreement shall continue in effect as set forth in Section 1 of the General Terms and Conditions to the Interconnection Agreement and thereafter from year to year until either party hereto terminates this Agreement by giving the other party at least ninety (90) days prior written notice thereof. Such ninety (90) days notice of termination may be given to take effect at the end of the original one (1) year period or any time thereafter.

26.1 Termination of this Agreement or any licenses issued hereunder shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination.

27. SUPERSEDURE OF PREVIOUS AGREEMENT(S)

27.1 This Agreement supersedes all previous agreements, whether written or oral, between BellSouth and Licensee, including that certain License Agreement for Pole Attachments and/or Conduit Occupancy executed between City Signal and BellSouth Telecommunications, Inc. (agreement number TNOH931000, dated January 4, 1993) for attachment and maintenance of Licensee's Communications Facilities on Pole(s), Anchor(s), and in Conduit Systems within the geographical area covered by this Agreement; and there are no other provisions, terms or conditions to this Agreement except as expressed herein. All currently effective licenses heretofore granted pursuant to such previous agreements shall be subject to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year written below.

NEXTLINK Tennessee LLC, Inc.

BellSouth Telecommunications, Inc.

Name of Licensee

Name of Licensor

By:

By:

Signature

Signature

Printed Name

Stephen E. Market

Printed Name

Printed Title

Ntwk V P NP&Supp

Printed Title

Date

Date

APPENDIX I
1999 FCC Formula Supported Fees
(Re-calculated annually)

Licensee shall pay to Licensor the following fees:

| State | Poles (ea. / yr.) | Anchors (ea. / yr.) | Conduit | |
|-----------|----------------------|------------------------|---------|------------------|
| | | | | (\$ / ft. / yr.) |
| Tennessee | 4.57 | | | .30 |

Tennessee rates are negotiated with CATV Association

Conduit rates have been developed using the one-half (1/2) duct convention for 1999. This rate will apply to each passageway (innerduct).

- i) For the purpose of determining the Duct feet chargeable, the Duct considered occupied shall be measured from the center to center of adjacent Manhole(s), or from the center of a Manhole to the end of a Duct not terminated in a Manhole.
- ii) The above rates are not applicable for crossings of any navigable waterway. Rates for navigable waterway crossings will be calculated on an individual case basis.

Pole Attachment Transfer Rate

Per pole (throughout BellSouth region)

\$41.00

Appendix II

Records Maintenance Centers

For **Alabama** plant and right of way records:

Records Maintenance Center
S04
1876 Data Drive
Birmingham, AL 35244

For **Kentucky** plant and right of way records:

Records Maintenance Center
Room 2-SW
601 W. Chestnut Street
Louisville, KY 40203

For **Louisiana** plant and right of way records:

Records Maintenance Center
2nd Floor North
6767 Bundy Road
New Orleans, LA 70140

For **Mississippi** plant and right of way records:

Records Maintenance Center
5723 Hwy. 18 S
Jackson, MS 39209

For **Tennessee** plant and right of way records:

Records Maintenance Center
Room 9 B 15
333 Commerce Street
Nashville, TN 37201

For **Georgia, Florida, North Carolina, and South Carolina:**

Plant Records

Records Maintenance Center
5228 Central Avenue
Charlotte, NC 28212

Right of Way Records

Regional Landbase Admin. Center
Attn.: Right of Way Records
16 GG 1 BST
301 W. Bay Street
Jacksonville, FL 32201

Attachment C
Coutee Affidavit

BEFORE THE TENNESSEE REGULATORY AUTHORITY

In re:BELLSOUTH TELECOMMUNICATIONS,)
INC.'S, ENTRY INTO LONG DISTANCE) DOCKET NO.
(INTERLATA) SERVICE IN TENNESSEE) 97-00309
PURSUANT TO SECTION 271 OF THE)
TELECOMMUNICATIONS ACT OF 1996)

**AFFIDAVIT OF DOUGLAS R. COUTEE
ON BEHALF OF BELLSOUTH TELECOMMUNICATIONS, INC.**

I, DOUGLAS R. COUTEE, being of lawful age and duly sworn upon my oath, depose
and state:

1. My name is Douglas R. Coutee. I am employed by BellSouth
Telecommunications, Inc. ("BellSouth"). My business address is 3535 Colonnade
Parkway, Room SE5B1, Birmingham, AL 35243. I am a Senior Business Analyst in the
Operator Services department under the Network and Carrier Services organization. In
this position, I provide strategic support for the development, implementation, and life
cycle management of a family of number services and database listings products and
services. I have over 28 years of service at BellSouth with experience in consumer sales
and marketing, new product development, project management, and market plan
development. I have a degree in Business Administration from Louisiana State
University and a Masters Certificate in Project Management from George Washington
University.

2. The purpose of this affidavit is to discuss the means by which BellSouth provides nondiscriminatory access to BellSouth's Directory Assistance (DA) and Operator Services (OS) for Competitive Local Exchange Carriers ("CLECs") in compliance with Section 271(c)(2)(B)(vii) of the Telecommunications Act of 1996 ("the Act"). Following is a list of BellSouth region state proceedings that have found that BellSouth provides non-discriminatory access to OS/DA in compliance with Checklist Item 7: (1) Florida Public Service Commission ("FPSC") in Order No. PSC-97-1459-FOF-TL, Docket No. 960786-TL, issued November 19, 1997, pp. 118 (partial approval); (2) Louisiana Public Service Commission (LPSC) in Docket No. U-22252-A, Order dated September 5, 1997, p. 11; (3) Mississippi Public Service Commission (FPSC) in Docket No. 97-AD-0321, Order dated November 9, 1998, p. 38; (4) North Carolina Utilities Commission (NCUC) in its Order Regarding Section 271 Requirements, Docket No. P-55, Sub 1022, January 14, 1998, pp. 81-83; and (5) South Carolina Public Service Commission (SCPSC) in Docket No. 97-101-C, Order No. 97-640, dated July 31, 1997, p. 47. The provision of access remains to this day consistent with the affirmative conclusions reached by the FPSC, LPSC, MPSC, NCUC and SCPSC.

3. BellSouth's local exchange customers can obtain Directory Assistance Services (Directory Assistance and Directory Assistance Call Completion (DACC)), Operator Services (Operator Provided Call Assistance, Operator Call Completion Services, mechanized or operator assisted Alternate Billing Services (ABS) for billing a third number, calling card or collect call and Verification and Interruption Services) and Intercept Service through BellSouth's retail tariffs.

4. Typically, a BellSouth local exchange customer contacts a service representative in one of BellSouth's residence or business service centers to order a local telephone line that includes Directory Assistance and Operator Services. Depending upon whether the customer is a residence or business subscriber, the service representative uses a system known as the Regional Negotiation System (RNS) or the Regional Ordering System (ROS), respectively, to input the customer's order. These systems automatically forward the order into BellSouth's Service Order Control System (SOCS). The order is then transmitted to the appropriate assignment, installation, network and database work groups and/or mechanized systems to establish the customer's local telephone line. The customer's local telephone line automatically includes the provisioning of Directory Assistance and Operator Services and Intercept Service.

5. To make the BellSouth retail local exchange customer's listing (listed name, address, telephone number) available for Directory Assistance, the order flows from SOCS to the BellSouth Listing Information System (LIST) database, and then from the LIST database into BellSouth's Directory Assistance databases. Completed service orders containing the subscriber listings are accumulated, batched in a file and input to the DA databases once daily. To make the BellSouth retail local exchange customer's listing available for Intercept Service, the order flows from SOCS to the BellSouth Line Information for Open Networks (LION) system to establish the appropriate intercept message. To make the BellSouth retail local exchange customer's telephone number and Calling Card number, if requested, available for ABS, the order flows from SOCS to

BellSouth's Database Administration System (DBAS) and then to the BellSouth Line Information Database (LIDB).

6. For local exchange customers of CLEC resellers, all of the processes described above are identical and the service is provided in the same manner, timeliness and quality as is done for BellSouth retail local exchange customers through BellSouth retail tariffs. A CLEC that is reselling BellSouth service can generate a mechanized service request for a local telephone line with Directory Assistance, Operator Services, and Intercept Services through the Electronic Data Interchange (EDI) interface, the Telecommunications Access Gateway (TAG) interface, or the Local Exchange Navigation System (LENS) interface, to establish the service (these interfaces are discussed in the testimony of Ron Pate filed in Docket No. 01-00362). EDI, TAG, and LENS will then automatically forward a clean and correct service request into SOCS. From SOCS, the service order follows the same flow as orders that are submitted by BellSouth retail service representatives via RNS and ROS, as described above. The CLEC may also transmit a service request manually to the Local Carrier Service Center (LCSC). When a CLEC service request is transmitted manually, a LCSC service representative will input the service request into the Service Order Negotiation System (SONGS) or the Direct Order Entry (DOE) system. From SONGS or DOE, the service request will automatically flow into SOCS. From SOCS, the service order flow follows the same path as if it had been entered by a BellSouth service representative in RNS or ROS or by a CLEC service representative in EDI, TAG, or LENS.

7. BellSouth includes facilities-based CLEC subscribers' listings in BellSouth's Directory Assistance databases via the same process described in paragraph 5 above. The facilities-based CLEC can use EDI, TAG, or LENS to transmit the necessary listing information, which will be transmitted to SOCS. From SOCS, the order follows the same flow as described for BellSouth's retail customers. The facilities-based CLEC can also fax the necessary listing information to a LCSC service representative who issues a service order through SONGS or DOE which will automatically flow into SOCS. From SOCS, the CLEC subscriber's listing request follows the same flow as described above. After entry into the system via the CLEC electronic interfaces or by the LCSC service representative, the process for facilities-based CLECs is identical to the way BellSouth makes its own local exchange subscriber listings available in DA.

8. BellSouth also makes facilities-based CLECs subscribers' numbers available for Intercept Service and includes their line numbers and Calling Card numbers in BellSouth's LIDB. The CLEC submits a written request with the appropriate information to BellSouth's Database Administration Center (DBAC). Using an administrative terminal, a DBAC clerical person enters the information into the LION system for Intercept and the Database Administration System (DBAS), which automatically updates the line number and calling card in LIDB. The request can be sent via fax, US mail, email or internet mail. The CLEC and BellSouth together formulate appropriate procedures regarding lead time, timeliness, format and content of the CLEC's subscriber information. The CLEC requests for Intercept and LIDB are submitted to the appropriate systems within forty-eight hours of receipt of the requests, which is the same time frame

applicable to BellSouth retail customers. These requests are processed in a timely, accurate and quality manner and BellSouth has sufficient personnel available to handle the volume of requests being received from CLECs and reasonably foreseeable demand. Because the requests for Intercept and LIDB go directly to the DBAC and avoid service order system edit checks, CLEC subscribers' line numbers and calling card numbers may actually be processed more quickly than those of BellSouth's own retail customers. BellSouth's DBAC handles LIDB transactions for 13 CLECs and Intercept transactions for 2 CLECs for the BellSouth region. BellSouth's DBAC processed 5,620 LIDB transactions and 100 Intercept transactions monthly for these CLECs based on total transactions received during June, 2001. In Tennessee, there is one facilities-based CLECs subscribing to LIDB storage and no facilities-based CLEC subscribing to Intercept Service.

9. When a BellSouth retail local exchange customer dials 1-4-1-1 or 4-1-1 in BellSouth's service territory for Directory Assistance, the customer is connected to an automated system which brands the call with "BellSouth, we can now help you find a number anywhere in the country" and asks the customer, "what city? what state (if appropriate)? what listing?"¹ Depending upon the requested state and/or city, the customer is connected to an operator that handles in-region DA calls or an operator that handles national DA calls. The operator inputs the customer's listing request into the

¹ On April 11, 2000 the Federal Communications Commission (FCC) issued its Memorandum Opinion and Order (CC Docket No. 97-172) granting BellSouth's Petition for Forbearance for Nonlocal Directory Assistance Service. The FCC concluded that BellSouth may provide nonlocal directory assistance service on an integrated basis subject to the nondiscrimination requirements outlined in the order. BellSouth is in compliance with the FCC's order and fully intends to continue providing its nonlocal directory assistance

workstation and initiates the search. For in-region requests, the operator searches BellSouth's DA regional database. For nationwide DA (NDA) requests, the operator searches a NDA database. Based on the search request initiated by the operator, the matching listings are returned to the operator's workstation. The operator selects the correct listing and provides the telephone number to the customer verbally or by using an automated audio announcement. If the telephone number is provided via the automated audio announcement system, the customer will be given the option to have the call completed only if it is a local or intraLATA call. If the customer selects DACC, the call will be automatically completed by BellSouth's network.

10. CLECs that are reselling BellSouth services can provide their local exchange customers with the same access to BellSouth's DA using the same 1-4-1-1 or 4-1-1 dialing pattern as BellSouth provides its retail customers. The DA request will be handled in the same manner as BellSouth does for its own retail local exchange customers. The same operators, the same automated systems, and the same databases are used to provide the CLEC local exchange customer with DA. The CLEC can elect to brand the DA call with its name, the BellSouth brand, or elect no brand. Whether the CLEC elects to brand with its name or not brand, the call is handled with the same speed, care, accuracy, and quality that a BellSouth retail local exchange customer would receive. Calls to OS and DA are delivered to the serving switches via various trunking arrangements, placed in queue and answered on a first-come-first-serve basis. If a CLEC does not order customized branding for OS and/or DA, there is no way to differentiate the

service.

CLEC calls from BellSouth calls because both sets of calls are routed over the exact same trunking arrangement from the BellSouth central office. This is also true when BellSouth receives a call from a customer that dialed 1-FNPA²-5-5-5-1-2-1-2. Other types of customers such as interexchange carriers, facilities-based CLECs, and independent companies deliver calls directly to this switching arrangement. Accordingly, the only way to ensure parity of treatment to all customers is to serve the call that has waited the longest by connecting the next available operator.

11. A CLEC can elect to perform Directory Assistance for its local exchange customers using its own operators and facilities by ordering BellSouth's Direct Access Directory Assistance Service (DADAS) or Directory Assistance Database Service (DADS). DADAS provides the CLEC with access, on a per query basis, to the same BellSouth DA databases that BellSouth uses to provide DA to its own local exchange customers. The CLEC connects to the BellSouth DA database using its own switch, workstation, audio, and transport facilities. DADS provides the CLEC with a complete extract of the BellSouth DA database in bulk form on readily accessible tape or electronic formats and daily updates to allow the CLEC to establish its own Directory Assistance type service. DADS includes all eligible BellSouth subscriber listing information (e.g., for non-published numbers only, name and address with NP indicator is provided) and third party listings of CLECs and independent local exchange companies.

² FNPA (foreign numbering plan area) – First, a NPA is the area in which no two 7-digit telephone numbers are the same. Each such area is assigned a unique 3-digit number for use in dialing telephone numbers in that area. NPA is very often referred to as an area code as well. Second, a “foreign” NPA or FNPA is any NPA outside the “home” NPA that the customer resides in.

12. BellSouth local exchange customers dial 0 for Operator Services (OS). When a BellSouth local exchange customer in the BellSouth service territory dials 0 + the area code + the 7-digit number for a local or intraLATA call (referred to as 0+), the BellSouth switch brands the call "BellSouth" and routes the call to BellSouth's Automated Alternate Billing System (AABS) for mechanized handling of the call. The BellSouth customer hears a "bong tone" and then enters a calling card number. The call is then completed by BellSouth's network. When a BellSouth local exchange customer dials 0 and no other digits (referred to as 0-), the BellSouth switch brands the call "BellSouth" and connects the customer to an automated menu which gives the customer access to an operator. If the customer presses 0- again or stays on the line, the customer will be connected to a BellSouth operator. The operator generally provides call assistance and/or completes the call for the customer. Operator and Directory Assistance services are available to CLECs in their entirety including access to adjacent features, rating tables, customer information databases, etc.

13. CLECs can provide their local exchange customers with the same access to BellSouth's Operator Services as BellSouth's retail customers have by dialing 0 + the area code and the appropriate local or intra-LATA number or 0- for an operator. Calls are handled in precisely the same way as for a BellSouth retail customer, except that the CLEC can elect to brand the call with its name, the BellSouth brand, or elect no brand. Regardless of whether the CLEC elects to brand or not brand, the CLEC subscriber's call

is handled with the same timeliness and quality that a BellSouth local exchange customer would receive.

14. Based on the foregoing, BellSouth provides nondiscriminatory access to BellSouth DA and OS in accordance with Section 271(c)(2)(B)(vii) of the Act.

15. This concludes my affidavit.

The information contained in this affidavit and its Exhibits is true and correct to the best of my knowledge and belief.

Executed on July 30th, 2001.

Douglas R. Coutee
Douglas R. Coutee

STATE OF Georgia
COUNTY OF Cobb
Subscribed and sworn to before me
this 30th day of July, 2001.

Linda M. Bryant

Notary

Notary Public, Cobb County, Georgia
My Commission Expires June 19, 2005

Attachment D
Hudson Affidavit

BEFORE THE TENNESSEE REGULATORY AUTHORITY

In re:BELLSOUTH TELECOMMUNICATIONS,)
INC.'S, ENTRY INTO LONG DISTANCE) DOCKET NO.
(INTERLATA) SERVICE IN TENNESSEE) 97-00309
PURSUANT TO SECTION 271 OF THE)
TELECOMMUNICATIONS ACT OF 1996)

AFFIDAVIT OF TERRIE HUDSON
ON BEHALF OF BELLSOUTH TELECOMMUNICATIONS, INC.

I, Terrie Hudson, being of lawful age and duly sworn upon my oath, depose and state:

I. BACKGROUND AND PROFESSIONAL EXPERIENCE

1. My name is Terrie Hudson. I am employed by BellSouth Advertising & Publishing Corporation ("BAPCO"). My business address 2247 Northlake Parkway, Tucker, Georgia 30084. I have over 23 years of telecommunications experience, primarily in the areas of sales, product development, market development, and strategic planning in BellSouth Telecommunications, BellSouth Business Systems and BellSouth Services. I am Director – Local Exchange Carrier/Operations Support, and am responsible for negotiating directory contracts between local exchange carriers and BAPCO, providing support to the carriers that contract with BAPCO and ensuring that there are appropriate directory ordering processes in place between BAPCO and BST.

2. Prior to joining BAPCO, I was the Operations Assistant Vice President in Interconnection Customer Services. In that position, I was responsible for leading the development and management of OSS Systems functionality, focusing on Release Planning and Management, User Requirements Development, CLEC Testing, and BellSouth Change Management Process.

3. I have a Bachelor of Science degree from Morgan State University, Baltimore, Maryland. I have completed numerous business and telecommunications courses in the last 24 years.

II. PURPOSE OF AFFIDAVIT

4. The purpose of my affidavit is to prove that BellSouth provides nondiscriminatory appearance and integration of white page listings for CLEC subscribers in full compliance with Section 271(c) (2) (B) (viii) of the Act (Checklist Item 8). I describe the flow of orders received for the production of White Pages directories and how this process is accomplished for both BellSouth listings and CLEC listings. Further, I discuss the error detection process and extraction of listings from BAPCO's database to produce our White Pages directories, along with some of the measures and processes in place to ensure listing accuracy.

III. FINDINGS IN OTHER JURISDICTIONS

5. In the Application of BellSouth Corporation for Provision of In-Region, Inter-LATA Services in Louisiana, Memorandum Opinion and Order, 13 FCC Rcd at 20599 at 20747-50, paras. 252-259, ("LA II Order"), the Federal Communications Commission ("FCC") found that BellSouth met this Checklist Item. Additionally, following is a list of BellSouth region state proceedings that have found that BellSouth met the requirements of Checklist Item 8 (White pages directory listings for customers of the other carrier's telephone exchange service): (1) Florida Public Service Commission ("FPSC") in Order No. PSC-97-1459-FOF-TL, Docket No. 960786-TL, issued November 19, 1997, pp. 123; (2) Kentucky

Public Service Commission (KPSC) in Case No. 96-608, Advisory Opinion dated July 8, 1999, p. 6; (3) Louisiana Public Service Commission (LPSC) in Docket No. U-22252-A, Order dated September 5, 1997, p. 11; (4) Mississippi Public Service Commission (MPSC) in Docket No. 97-AD-0321, Order dated November 9, 1998, p. 39; (5) North Carolina Utilities Commission (NCUC) in its Order Regarding Section 271 Requirements, Docket No. P-55, Sub 1022, January 14, 1998, p. 85; and (6) South Carolina Public Service Commission (SCPSC) in Docket No. 97-101-C, Order No. 97-640, dated July 31, 1997, p. 48. The provision of Checklist Item 8 remains to this day consistent with the affirmative conclusions reached by the FCC, FPSC, KPSC, LPSC, MPSC, NCUC and SCPSC.

IV. SUMMARY OF THE PUBLICATION OF WHITE PAGE LISTINGS

6. BAPCO publishes White Pages directories to fulfill the directory responsibilities of BellSouth and includes within these directories the listings of CLEC subscribers. BAPCO does not charge CLECs for publishing their customers' listings or delivering directories to those customers. To publish these listings BAPCO receives business, residential and government orders from BellSouth's Local Carrier Service Center ("LCSC") for processing listings to its White Pages database. All of these listings are published and provided to CLECs in the same manner that BellSouth provides listings to its own customers.

7. One of three activities can occur regarding these listings. The listing may be added, deleted, or changed in the BAPCO database. Establishing new accounts or making changes to or deleting existing accounts requires listing information to be sent by the CLEC. If a CLEC chooses to do a "Switch As Is" (no change to an account, except in the billing), no listing change is required. All published listings will remain exactly the way they were when

BellSouth provided service to the end user. For these accounts, BAPCO will simply receive an order indicating a change in billing responsibility.

8. Exhibit TH-1, attached to this affidavit, provides a simple flowchart of the sequence of listing-related activities that occur from the initial request of the end-user to the production of the directory for CLECs and BellSouth accounts. I will first describe this process in general terms, and then discuss it in more detail. For a BellSouth end-user, a BellSouth representative provides listing information to BAPCO via a service order. The service order is the base document for all activity on an account and is the basis of all input to BAPCO.

9. In the case of a CLEC, irrespective of whether the CLEC is a reseller or a facilities-based provider, listing information is also provided via a service order. The order is forwarded to BAPCO from BellSouth. As described in other affidavits in support of BellSouth's application, all CLECs can submit local service requests ("LSR") and Directory Listing Requests ("DLR") via electronic or manual interfaces to BellSouth.

10. Each day BAPCO receives a file which contains all such orders from BellSouth and the CLECs. The entire file is processed by BAPCO without regard to which company initiated the order.

11. Several weeks in advance of publication, listings for the specific directory to be published are extracted from the BAPCO database and used to create a Closing Directory File for the upcoming directory. This Closing Directory File is formatted and sent to the printer to

be printed, bound, and shipped to its eventual destination for distribution. CLEC customers receive directories in the same time and manner as BellSouth customers. BAPCO distributes directories to all end user customers without knowing whether the customers are CLEC or BellSouth accounts. The number of directories that a residential or business customer receives is established by an entry made by the CLEC or BellSouth on the initial order establishing or changing the listing.

V. LISTING PROCESSING AND PUBLICATION

12. BAPCO examines each order received from the LCSC to determine whether it affects directory listings. For example, a change in coin telephone service, regardless of carrier, generally would not affect a directory listing. For any order that does affect a directory listing, BAPCO mechanically examines the individual components of the service order. This account is then processed to update BAPCO's database for eventual production of the directory. This same process is performed in the same way and at the same time for BellSouth and for CLEC orders, including both resale and facilities-based. All processing and updates are the same for all orders and are carried out for each directory in the order received.

13. BAPCO's computer system has certain built-in edits to detect listing errors for all accounts, both BellSouth's and CLECs'. The system flags an account if certain data presented are not correct. To the degree it can, BAPCO seeks to rectify many errors itself. If unable to do so, BAPCO will query back directly to the appropriate service provider, either BellSouth or the CLEC, for clarification or correction to the account. This usually occurs for only a small percentage of the accounts. This same process is followed for both CLEC and BellSouth accounts.

14. As previously mentioned, at the appropriate time, all of the listings for a given directory are extracted from BAPCO's database and formatted to be sent to the printer. BAPCO handles the CLEC listings in precisely the same way it handles the BellSouth listings. For example, a customer, whether from either BellSouth or a CLEC, would not be deleted from a directory without receipt by BAPCO of a disconnect order.

15. CLEC customers are not separately classified, or otherwise identified, on the printed directory pages. All listings are included alphabetically in the same font, size and typeface as BellSouth customers' listings and without any distinguishing characteristics. The listing for a CLEC customer looks identical to the listing for a BellSouth customer.

16. Every four months, BellSouth provides CLECs with its schedule of the Business Office Close Dates for directories. This date, the last scheduled day to send listings that are to appear in an upcoming directory, applies to BellSouth and all CLECs. BAPCO also accepts, from both CLECs and BellSouth, special listing orders that provide another short window of time after the Business Office close date to process orders. BellSouth or any CLEC can contact BAPCO to address any extenuating circumstances near a close date. Indeed, BAPCO has already assisted a number of CLECs in processing late activity.

17. BellSouth provides enhanced White Page Listings services, such as signature listings, to both BellSouth and to CLECs. This special type of listing is provided pursuant to the tariff (General Subscriber Services Tariff, Section A6). CLEC customers are also allowed

to request and negotiate enhanced listings that need not be identical to those of BellSouth customers.

18. BAPCO's methods and procedures for listing the subscribers of other local service providers have been successfully in place since March of 1996 and only minor changes have been made since that time. During that time, BAPCO has witnessed, and successfully published listings for, a steady growth of CLEC orders. BAPCO is fully equipped and prepared to continue to process and publish any anticipated increase in orders from any source in the future.

VI. LISTING ACCURACY

19. Maintaining the accuracy and reliability of BAPCO directories is fundamental to the success of our company as a directory publisher. This is true for the listings of any and all carriers' subscribers. The accuracy of BAPCO's White Pages listings has always been and remains outstanding. This accuracy applies equally to listings for BellSouth and CLEC customers. Our success as a publisher depends on maintaining our high accuracy standards. We use the same process and procedures to process all the listings we receive, and provide CLEC subscribers with the same accuracy and reliability as we do for BellSouth subscribers. From time to time, we find CLEC-caused errors in CLEC listing orders received by BellSouth, e.g., processing listings after the close of a directory or inadvertently dropping of additional listings for their subscribers. We monitor for any error trends or major error situations and report significant findings back to CLECs as needed.

20. Any error caused by either BAPCO or BellSouth results in an adjustment to BellSouth's charge to the CLEC for the customer's service pursuant to BellSouth tariff and contract with the CLEC. Whenever BAPCO is responsible for an error, it undertakes to correct the listing in its database to ensure the error will not recur. If the CLEC is responsible, BAPCO provides feedback to help ensure the CLEC corrects its database and avoids making the same error in the future. Three times each year, BAPCO provides CLECs instructional information addressing common CLEC concerns or questions that have occurred to date in order to assure a positive working relationship with CLECs. BAPCO makes available annually to requesting CLECs, under contract but at no charge, a Directory Review Listings report for each of its directories prior to directory publication that allows verification of listing accuracy for directories that are about to close. These printouts are used successfully by both resale and facilities-based CLECs throughout the BellSouth region and provide a record of the CLEC listings appearing in the particular directory in question. In addition, CLECs also have available to them confirmation orders sent by BellSouth indicating the receipt of their orders. A CLEC can, by comparing sent orders to confirmation copies received, confirm the processing of its listings before requesting a report from BAPCO. Finally, the CLEC can also review their listing on the BellSouth LENS system.

VII. CLEC LISTING SUPPORT

21. BAPCO provides to CLECs under contract, but at no charge, a schedule of all of its directories, showing when each directory closes and when it is delivered. BAPCO also provides a list of all headings and several other fields of information required for its

publication of listings. The list of BAPCO deliverables to CLECs is attached as Exhibit TH-

2. Updates are provided three times a year.

22. Finally, BAPCO provides, upon request, training for CLEC listing order takers at the carrier's location or centrally. Travel expense of the instructor is the only charge to the CLEC for this initial training.

23. Although it is not required by law to do so, BAPCO includes listings of CLECs' business subscribers in the appropriate Yellow Pages classified directory at no charge to either CLECs or their customers. BAPCO also makes available for those companies, under contract with BAPCO, the capability to list, at no charge, their company name and contact number under the heading of "Establishing Service, Billing and Repair" in the customer guide pages that appear in every directory.

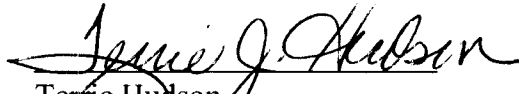
VIII. CONCLUSION

24. In summary, the result of the process I have described is that CLEC listings are published in the same manner as BellSouth listings and without distinction between the two from the time an order is processed through publication and delivery. The information in this affidavit as well as BellSouth's successful publication of CLEC listings over a substantial time clearly demonstrates BellSouth's satisfaction of Checklist Item 8.

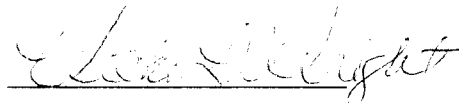
25. This concludes my affidavit.

The information contained in this affidavit and its Exhibits is true and correct to the best of my knowledge and belief.

Executed on July 30th, 2001.


Terrie Hudson

STATE OF Georgia
COUNTY OF Cobb
Subscribed and sworn to before me
this 30th day of July, 2001.



Notary

Notary Public, Cobb County, Georgia
My Commission Expires June 19, 2005

Exhibit No. TH-1

Flow of Orders to BAPCO

Flow of Orders to BAPCO

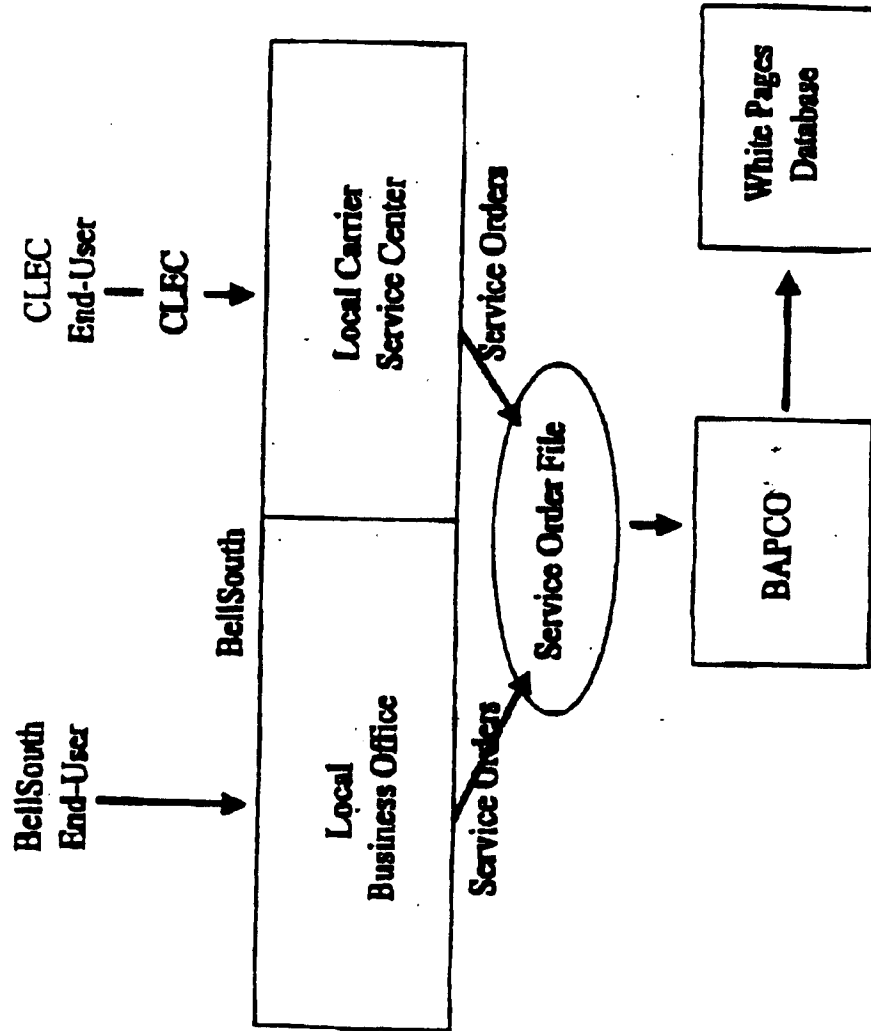


Exhibit No. TH-2

BellSouth Advertising & Publishing Corporation Deliverables

BellSouth Advertising & Publishing Corp.

Deliverables

The attached document provides a synopsis of the BAPCO deliverables that will be provided to each carrier upon completion of contract arrangements. Updates to these documents as appropriate would be provided to each carrier three times per year.

BAPCO Deliverables *

Abbreviations Table

BAPCO will provide copy of the standard abbreviations utilized for given names, titles of address, titles of lineage, military titles, degrees and professional affiliations standards. This information can be used to assist in effectively processing various listed name requests.

Central Office Table

BAPCO will provide what is called the ABC table. This report identifies by NPA and in sequence by central office the directory in which a customer is entitled to appear.

Coverage Maps

BAPCO will provide a coverage map for its major directories identifying broadly the geographic area served by the major directory. These maps will be provided only for the major directories in the area served by the carrier.

Customer Guide Pages Appearance Procedures

BAPCO will provide free listing appearance under the areas of Establishing Service, Billing and Repair in the Customer Guide Section of the White Pages for directories where a carrier operates. These procedures identify how to get your listing to appear and procedures for purchasing LEC specific pages.

Foreign Directory Name Table

BAPCO will provide all foreign directory names to be used in the processing of foreign listing requests. This field is a required element in the establishment of foreign listings.

Listing Guidelines

BAPCO will provide an example of the most common listing elements and their entitlement to appearance in the White and Yellow Pages.

Listing Standards and Regulations

BAPCO will provide a condensed version of listing specifications reflecting the rules and regulations regarding listing appearance in both the White and Yellow Pages.

Publication Schedules

BAPCO will provide to all carriers the publication schedules for all directories within the area served by the carrier. This schedule will include the name of the directory, the directory bolt code, the business office close date and the issue date. The business office close date represents the last day to receive activity for appearance in the subsequent directory. This date also represents the close date for advertising activity into the Yellow Pages.

The issue date represents the mid-point of delivery of the new directory and the date at which new directory billing will begin for the directory being delivered. The length of the delivery period will vary depending upon the size of directory.

Yellow Pages Headings

BAPCO will provide the Yellow Pages Heading file which will include all Yellow Pages headings allowed by BAPCO, the Yellow Pages heading code and the associated SIC code. This material would be utilized to assist the business customer in identifying where they would like representation in BAPCO's classified Yellow Pages directories.

** Information will be provided on disk in standard Microsoft Word format or via Internet download*

ATTACHMENT E

Davis Affidavit

BEFORE THE TENNESSEE REGULATORY AUTHORITY

| | |
|--|------------|
| In re: BELLSOUTH TELECOMMUNICATIONS,) | |
| INC.'S, ENTRY INTO LONG DISTANCE) | DOCKET NO. |
| (INTERLATA) SERVICE IN TENNESSEE) | 97-00309 |
| PURSUANT TO SECTION 271 OF THE) | |
| TELECOMMUNICATIONS ACT OF 1996) | |

**AFFIDAVIT OF DENNIS L. DAVIS
ON BEHALF OF BELLSOUTH TELECOMMUNICATIONS, INC.**

I, DENNIS L. DAVIS, being first duly sworn upon oath, do hereby depose and state as follows: I am employed by BellSouth Telecommunications, Inc. ("BellSouth") as Director, Local Number Portability Program Management.

I. PROFESSIONAL EXPERIENCE AND EDUCATION

- 1) I have 24 years of experience in telecommunications in a variety of areas: provisioning and billing of Key Systems, PBX, and ESSX products, methods development for access charge collection, and new service implementation, including strategic development and implementation of the 800 Database Product and Local Number Portability planning and project management. I graduated from the University of Alabama in Birmingham in 1979 with a Bachelor of Science Degree in Business Administration with areas of concentration in Finance and Management. I successfully completed certification programs from Duke University's Fuqua School of Business in October 1989 and received a Master's Certificate in Project Management from the George Washington University School of Business and Public Management in February 1997.

II. PURPOSE OF AFFIDAVIT

2) The purpose of this affidavit is to demonstrate that BellSouth has met the requirements of Section 271(c)(2)(B)(xi) of the Telecommunications Act of 1996 ("the Act"), as well as the Federal Communications Commission's ("FCC") implementing orders such as the First Report and Order¹ ("First Order"), First Memorandum Opinion and Order on Reconsideration² ("First Reconsideration Order"), Second Report & Order³ ("Second Order"), Third Report and Order⁴ ("Third Order"), and Second Memorandum Opinion and Order on Reconsideration⁵ ("Second Reconsideration Order") with respect to local number portability ("LNP"). This affidavit describes BellSouth's implementation of LNP on a permanent basis within its territory as ordered by the FCC. In addition, I discuss how BellSouth handles bona fide LNP service requests and the current status of LNP deployment in the BellSouth region. I also discuss the proactive approach BellSouth has taken to further implement LNP beyond the top 21 Metropolitan Statistical Areas ("MSAs") in the BellSouth area. Interim local number portability ("ILNP") is discussed in the testimony of Mr. Keith Milner. The local service request ("LSR") process flow for LNP orders is discussed in the testimonies of Ron Pate and Ken L. Ainsworth in Docket No. 01-00362.

¹ *In the Matter of Telephone Number Portability*, First Report & Order and Further Notice of Proposed Rulemaking, CC Docket No. 95-116 (1996) ("First Order").

² *In the Matter of Telephone Number Portability*, First Memorandum Opinion and Order on Reconsideration, CC Docket No. 95-116 (1997) ("First Order on Reconsideration").

³ *In the Matter of Telephone Number Portability*, Second Report & Order, CC Docket No. 95-116 (1997).

⁴ *In the Matter of Telephone Number Portability*, Third Report & Order, CC Docket No. 95-116 (1998).

⁵ *In the Matter of Telephone Number Portability*, Second Memorandum Opinion and Order on Reconsideration, CC Docket No. 95-116 (1998).

III. REGULATORY BACKGROUND

- 3) The Act defines number portability as “the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.”⁶ Under the Act, Local Exchange Carriers (“LECs”) are required to “provide, to the extent technically feasible, number portability in accordance with requirements prescribed by the Commission.”⁷ BellSouth provides LNP pursuant to its Interconnection Agreements with other local exchange carriers.
- 4) The LNP deployment requirements established in the FCC’s orders include the following:
- a) Specific performance criteria;
 - b) Implementation schedules;
 - c) Adherence to technical, operational, architectural and administrative requirements;
 - d) Cost recovery in accordance with FCC rules.
- 5) In the First Order, the FCC set forth nine performance criteria that local exchange carriers must meet when implementing LNP. The FCC approved the use of Location Routing Number (“LRN”) for providing number portability and precluded the use of the Query on Release (“QoR”) method. In the First Reconsideration Order, issued March 1, 1997, the FCC removed one of the

⁶ 47 U.S.C. § 153(30).

⁷ *Id.* §251(b)(2).

initial performance criteria and reaffirmed its decision. In order to comply with this Order, BellSouth's response must:

- a) Support existing network services, features and capabilities;
- b) Efficiently use numbering resources;
- c) Not result in a carrier having proprietary interest in any long-term method;
- d) Not result in any degradation of service quality or network reliability when customers switch carriers;
- e) Not result in unreasonable degradation in service quality or network reliability when implemented;
- f) Be able to accommodate location and service portability in the future;
- g) Have no significant impact outside areas where number portability is deployed.

IV. IMPLEMENTATION OF LNP

- 6) BellSouth has met all requirements established by the FCC's orders in providing long-term number portability. BellSouth has provided number portability through the use of the LRN methodology, which the FCC found would satisfy its performance criteria. BellSouth has met the implementation schedule for permanent number portability established in the FCC's orders, as modified at BellSouth's request. In addition, BellSouth has proactively worked with the industry to expand the implementation of LNP beyond the scope of the FCC's initial order. Finally, BellSouth has processed bona fide LNP service requests in accordance with the FCC rules and regulations.
- 7) Even prior to the First Order dated July 2, 1996, BellSouth was actively involved in efforts to begin the implementation of number portability in the Southeast Region. The Georgia Public Service Commission convened an

LNP workshop in 1995 that met over an extended period of time and that was ultimately comprised of a Steering Committee and several subtending committees. These subtending committees focused on requirements, operations, implementation, cost recovery, architecture and legal issues. BellSouth was active in all subcommittees and was co-chair of the Georgia Steering Committee with AT&T and chair of the Number Portability Administration Center ("NPAC") Service Management System Database Subcommittee. BellSouth, as well as AT&T, MCI and MediaOne, eventually formed a limited liability company ("L.L.C."), the Georgia L.L.C., which was later renamed the Southeast Region L.L.C. The purpose of the L.L.C. was to prepare a request for proposal for the regional number portability database, to select a local number portability database administrator ("LNPA"), and to finalize a contract for the ongoing administration. Because the Georgia effort to implement long-term number portability was ahead of the efforts of other states in the Southeast Region, the carriers in Tennessee believed it would be beneficial to use the extensive work done by the industry in Georgia and apply it to Tennessee. This approach minimized the duplication of efforts in areas that would be shared between states in a regional approach, such as the establishment of the number portability database. The Georgia L.L.C. evolved to include all the BellSouth states, and Perot Systems was selected by the L.L.C. to perform the database administrative functions as the LNPA throughout the Southeast region. Following release of the First Order by the FCC, Perot Systems was confirmed as the LNPA for the Southeast Region. However, Perot Systems was unable to fulfill its role of the LNPA for the

Southeast region and Lockheed Martin replaced Perot Systems as the LNPA for the Southeast Region and fulfilled this role until 1998. Ultimately, due to Lockheed Martin's involvement in a satellite telecommunications company, the FCC ruled that Lockheed Martin was not a neutral third party and ordered that Lockheed Martin divest itself from numbering administration duties such as the LNPA and the North American Numbering Administrator. As a result, NeuStar Corporation assumed the role of LNPA for the Southeast region. The FCC approved NeuStar as a neutral third party administrator for numbering administration for the Southeast Region (Region 4).

- 8) In its First Order, the FCC directed that long-term number portability be implemented in the 100 largest MSAs based on a five-phase deployment schedule that began October 1, 1997 and concluded December 31, 1998. See Exhibit DLD-1. On March 2, 1998, BellSouth filed a petition in CC Docket No. 95-116 requesting an extension of time to implement long-term number portability. BellSouth's petition was necessitated by the inability of the original LNPA (Perot Systems) to establish the Region 4 NPAC/SMS database. Timely availability of the NPAC/SMS database was beyond BellSouth's control. Perot System's failure to provide a working NPAC/SMS for the Southeast Region meant that BellSouth was unable to meet the FCC's original deadlines for implementing LNP within the Southeast Region.
- 9) The FCC concluded that BellSouth had demonstrated unique circumstances that justified additional time to implement number portability and granted a series of waivers to BellSouth that modified the implementation dates of LNP for Phases I-IV. The FCC's mandatory modified LNP deployment schedule

for BellSouth extended Phase I, II, III, and IV MSAs. BellSouth successfully completed the deployment of LNP for Phases I-V for the top 21 MSAs within the BellSouth territory. The Nashville MSA was included in Phase III, the Memphis MSA in Phase IV and the Knoxville MSA in Phase V of the FCC schedule.

- 10) Prior to implementation of LNP, end-to-end testing for LNP was conducted between BellSouth and Competitive Local Exchange Carriers ("CLECs"). This testing consisted of ordering and provisioning testing that included service order interface and validation testing, passing orders to BellSouth's Local Carrier Service Center, issuing preliminary subscription messages to the NPAC and sending final activate broadcast messages through the NPAC to BellSouth's LNP Gateway SMS. The testing also included call processing, which included actual porting of telephone numbers between the BellSouth and CLEC network elements, initiating test calls to the numbers to validate switch software, translations, database integrity and routing instructions. Although the First Order prescribed the deadlines for the implementation of these MSAs, the Order did not prescribe which specific carrier switches should be equipped for LNP within each MSA. Rather, in the First Order on Reconsideration, the FCC established rules for determining which switches in the top 100 MSAs should be equipped.
- 11) The FCC gave state commissions responsibility for overseeing the switch selection process and reviewing switch requests to ensure that the carriers' switch requests were reasonable. For each MSA, the ILEC was required to complete switch selections no later than nine months prior to the

implementation deadline for that MSA. The First Reconsideration Order also allowed for carriers to negotiate agreements to exclude specific switches within an MSA in exchange for conversion of other switches.

12) Based on the First Reconsideration Order, carriers in the Southeast Region Operations Workshop developed a mutually agreeable switch selection process that was applied to all MSAs in the BellSouth area. The process was as follows:

- a) Incumbent Local Exchange Carriers ("ILECs") provided a list of their switches within the MSA to the carriers.
- b) The carriers selected the switches of interest and prioritized them as high, medium and low.
- c) Based on the data, BellSouth developed an office-by-office schedule.
- d) The office-by-office schedule was presented to the carriers in the Southeast Region Operations Workshop.
- e) Carriers used this information to develop implementation plans.

This process was followed on a state-by-state basis for the 21 largest MSAs within the BellSouth territory, i.e., the BellSouth MSAs covered by Phases I-V.

13) In addition, the FCC ruled in the First Order that, after implementation of LNP in the initial 100 MSAs, each LEC must make number portability available in additional MSAs within six months after a bona fide request ("BFR") has been received from another telecommunications carrier.

14) To allow for an orderly scheduling and deployment of LNP in offices outside the top 21 MSAs, BellSouth developed an LNP deployment schedule similar to the schedule in the First Order. That is, as a general rule, the remaining MSAs

within each state would be ordered by size, with the largest MSAs in each state scheduled for LNP implementation first and the smallest last. BellSouth presented this schedule to the carriers at the Southeast Region Operations Workshop on August 18, 1998. During September 1998, carriers provided proposed modifications to the schedule. On November 11, 1998, BellSouth published the schedule based on the industry agreements and discussions. Due to requests from carriers to modify the schedule, on April 12, 1999, BellSouth issued a revised LNP deployment schedule. Under this schedule, BellSouth deployed LNP in a total of 1,452 of its 1,653 (87.8 %) end offices throughout its territory by end of first quarter 2000. By the end of first quarter 2000, more than 97.0 % of the access lines (approximately 26,316,000 lines) served by BellSouth were LNP capable. By March 31, 2000, 177 of the 201 of the BellSouth switches (88.1%) in Tennessee and 95.7% of the access lines in Tennessee (1,560,873 access lines) were LNP capable. Due to recent BFR requests, all BellSouth switches in Tennessee will be LNP capable by October 31, 2001. Exhibit DLD-2 lists the Tennessee offices equipped for LNP and the dates these offices became, or will become, LNP capable. As of June 30 2001, 267,232 access lines in Tennessee have been ported using LNP. This does not include the interim number portability ("INP") telephone numbers that are currently converting from the INP method to permanent number portability.

- 15) In the Second Order, the FCC adopted several modifications recommended by the North American Numbering Council ("NANC") with regard to technical, operational, architectural and administrative requirements for number portability. For example, in the Second Order, the FCC set forth rules to

determine which entity is required to make the database query to determine the service provider of the called party. These technical, operational and administrative requirements include:

- a) NPAC provisioning process flows;
- b) Compliance with the Functional Requirements Specifications (“FRS”) and the Interoperable Interface Specifications (“IIS”);⁸
- c) Policy of reserved and unassigned numbers;⁹
- d) N-1¹⁰ carrier call routing obligations and default routing;¹¹
- e) Policy on the treatment of disconnected ported numbers;¹²
- f) Change Management Process to ensure the consistent and uniform provision of number portability and that individual carriers or industry segments are not disadvantaged.¹³

BellSouth is in compliance with these procedures.

- 16) In its Third Order, the FCC adopted a federal cost recovery mechanism for long-term number portability. It allowed incumbent local exchange carriers to recover their costs directly related to implementing LNP through federally tariffed monthly number portability end user line charges and number portability query service charges.
- 17) BellSouth filed with the FCC a cost-recovery tariff (Transmittal No. 502)¹⁴ on

⁸ Id., 12 FCC Rcd at 12,317-19, ¶¶ 59-64.

⁹ Id., 12 FCC Rcd at 12,319-21, ¶¶ 65-67.

¹⁰ The “N” carrier is the entity terminating the call to the end user, and the “N-1” carrier is the entity transferring the call to the N, or terminating, carrier.

¹¹ Id., 12 FCC Rcd at 12,323-26, ¶¶ 73-78.

¹² Id., 12 FCC Rcd at 12,326-27, ¶ 79.

¹³ Id., 12 FCC Rcd at 12,321-22, ¶¶ 68-69.

¹⁴ *In the Matter of Long-Term Telephone Number Portability Tariff Filing*, BellSouth Telecommunications, Inc. Tariff F.C.C. No. 1 Transmittal No. 502.

April 30, 1999, with a scheduled effective date of May 15, 1999. On May 11, 1999, the FCC suspended BellSouth's tariff transmittal, and set it for investigation on May 14, 1999. Based on meetings with the FCC, BellSouth revised its tariff filing and, on June 11, 1999, it filed its revised tariff (Transmittal No. 510). Based on this revised tariff, on June 14, 1999, the FCC released its reconsideration order, *Reconsideration of Decision to Suspend and Investigate Tariff Filing of BellSouth Telecommunications, Inc.* In the Order, the FCC approved the end user line charge and the query charges submitted in the revised tariff.

- 18) In summary, BellSouth has worked diligently to implement long-term number portability. BellSouth has met the revised implementation dates for Phases I-V in Tennessee. In addition, BellSouth proactively implemented, or has established plans to implement, LNP widely throughout its nine-state region. BellSouth has complied with all requirements of governing statutes and the FCC implementation orders and related rules, including those for cost recovery.
- 19) Issues related to Operational Support Systems are covered in the Testimony of Ron Pate in Docket No. 01-00362.
- 20) This concludes my affidavit.

I declare under penalty of perjury that the foregoing is true and correct to the best of my belief and knowledge.

Executed on July 27, 2001

Dennis L. Davis

Dennis L. Davis

Director of Local Number Portability Program Management

Subscribed and sworn to before me

this 27th day of July, 2001.

Gay P. Dilz

Notary Public

Gay P. Dilz
NOTARY PUBLIC DEKALB COUNTY GEORGIA
MY COMMISSION EXPIRES FEBRUARY 10, 2002

EXHIBIT DLD-1

EXHIBIT 1

| | | | | | |
|--|------------|--|---|---|--|
| Original FCC Mandated Complete Date | 12/31/1997 | 03/31/1998 | 06/30/1998 | 09/30/1998 | 12/31/1998 |
| Revised FCC Mandated Complete Date for Southeast Region | 08/31/1998 | 09/30/1998 | 10/31/1998 | 11/30/1998 | No Change |
| Top 100 MSAs Located in Southeast Region | Atlanta | Miami, Orlando, Ft. Lauderdale, Tampa | New Orleans, Charlotte, Greensboro, Nashville | Memphis, Louisville, Jacksonville, Raleigh, W. Palm Beach, Greenville | Birmingham, Knoxville, B. Rouge, Charleston, Columbia, Mobile |
| | | | | | |

EXHIBIT DLD-2

| EXHIBIT DLD-2 | | | |
|------------------|-------------|---------------|------------|
| Wire Center Name | Switch CLLI | Ready to Port | MSA |
| PULASKI | PLSKTNMADS0 | 09/30/99 | AL - HNVI |
| CHTG-NINTH ST. | CHTGNNNSDS0 | 06/30/99 | TN - CHTG |
| CHTG-BRAINERD | CHGTGNBRDS0 | 06/30/99 | TN - CHTG |
| CHTG-DODDS | CHGTGNDTDS0 | 06/30/99 | TN - CHTG |
| CHTG-HARRISON | CHGTGNHTDS0 | 06/30/99 | TN - CHTG |
| CHTG-MIDD.VALLEY | CHGTGNMVDS0 | 06/30/99 | TN - CHTG |
| CHTG-SIGNAL MT. | CHGTGNSMRS5 | 06/30/99 | TN - CHTG |
| SODDY-DAISY | SDDSTNMARS5 | 06/30/99 | TN - CHTG |
| CHTG-NINTH ST. | CHTGNNNSDS1 | 06/30/99 | TN - CHTG |
| SOUTH PITTSBURG | SPBGTMARS0 | 06/30/99 | TN - CHTG |
| CHTG-RED BANK | CHGTGNRBDS0 | 06/30/99 | TN - CHTG |
| ROSSVILLE MAIN | CHGTGNRODS0 | 06/30/99 | TN - CHTG |
| CHTG-ST. ELMO | CHGTGNSDS0 | 06/30/99 | TN - CHTG |
| CLEVELAND | CLEVTNMADS0 | 06/30/99 | TN - CHTG |
| JASPER | JSPRTNMTDS0 | 07/31/01 | TN - CHTG |
| WHITWELL | WHWLTNMARS5 | 07/31/01 | TN - CHTG |
| SEWANEE | SEWNTNMWDS0 | 10/31/01 | TN - CHTG |
| CLARKSVILLE | CLVLTNMADS0 | 09/30/99 | TN - CLVL |
| CUNNINGHAM | CNHMTNMARS5 | 09/30/99 | TN - CLVL |
| FREDONIA | FRDNTNMARS5 | 09/30/99 | TN - CLVL |
| PALMYRA | PLMYTNMARS5 | 09/30/99 | TN - CLVL |
| SANGO | SANGTNMTRS5 | 09/30/99 | TN - CLVL |
| JACKSON MAIN | JCSNTNMADS0 | 09/30/99 | TN - JCSN |
| HUMBOLDT | HMBLTNMADS1 | 09/30/99 | TN - JCSN |
| JACKSON NRTHSIDE | JCSNTNNSDS0 | 09/30/99 | TN - JCSN |
| MEDINA | MEDNTNMADS0 | 10/31/01 | TN - JCSN |
| BETHEL SPRINGS | BTSPTNMARS0 | 09/30/99 | TN - JCSN |
| HENDERSON | HNSNTNMTRS0 | 09/30/99 | TN - JCSN |
| BOLIVAR | BLVRTNMADS0 | 10/31/01 | TN - JCSN |
| BULLS GAP | BLGPTNMARS0 | 12/31/99 | TN - JHCY |
| ROGERSVILLE | RRVLTNMADS0 | 07/31/01 | TN - JHCY |
| SURGOINSVILLE | SRVLTNMADS0 | 10/31/01 | TN - JHCY |
| DANDRIDGE | DNRGTNMADS0 | 07/31/01 | TN - KNLV |
| SWEETWATER | SWTWTNMTRS0 | 06/30/99 | TN - KNLV |
| SWEETWATER | SWTWTNMTDS0 | 07/31/01 | TN - KNLV |
| WHITEVILLE | WHVLTNMTRS0 | 06/30/99 | TN - MMPH |
| HARTSVILLE | HTVLTNMARS5 | 06/30/99 | TN - NSVL |
| SPRING HILL | SPHLTNMTRS0 | 07/30/99 | TN - NSVL |
| LYLES | LYLSTNMARS0 | 06/30/99 | TN - NSVL |
| CUMBERLAND GAP | CLDGTNMADS1 | 09/02/99 | TN - OSMSA |
| SPRING CITY | SPCYTNMTRS0 | 03/31/00 | TN - OSMSA |
| BENTON | BNTNTNMTRS0 | 03/31/00 | TN - OSMSA |
| CHARLESTON | CHTNTNMTRS0 | 03/31/00 | TN - OSMSA |
| COPPER HILL | CRHLTNCBRS0 | 03/31/00 | TN - OSMSA |

| | | | |
|----------------|-------------|----------|------------|
| DAYTON | DYTNTNMADS0 | 07/31/01 | TN - OSMSA |
| BROWNSVILLE | BWVLTNMADS1 | 03/31/00 | TN - OSMSA |
| BELLS | BLLSTNMARS0 | 03/31/00 | TN - OSMSA |
| CAMDEN | CMDNTNMADS0 | 10/31/01 | TN - OSMSA |
| DYERSBURG | DYBGTNMADS0 | 03/31/00 | TN - OSMSA |
| HALLS | HLLSTNMTRS5 | 03/31/00 | TN - OSMSA |
| HENNING | HNNGTNMARS5 | 03/31/00 | TN - OSMSA |
| NEWBERN | NWBRTNMARS5 | 03/31/00 | TN - OSMSA |
| RIDGELY | RDGLTNMARS5 | 03/31/00 | TN - OSMSA |
| TIPTONVILLE | TPVLTNMARS0 | 03/31/00 | TN - OSMSA |
| GREENFIELD | GNFDTNMTDS0 | 10/31/01 | TN - OSMSA |
| DYER | DYERTNMTRS0 | 03/31/00 | TN - OSMSA |
| GIBSON | GBSNTNMTRS0 | 03/31/00 | TN - OSMSA |
| GLEASON | GLSNTNMARS0 | 03/31/00 | TN - OSMSA |
| MILAN | MILNTNMARS0 | 03/31/00 | TN - OSMSA |
| HUNTINGDON | HNTGTNMADS0 | 10/31/01 | TN - OSMSA |
| LEXINGTON | LXTNTNMADS1 | 03/31/00 | TN - OSMSA |
| PARIS | PARSTNMADS1 | 03/31/00 | TN - OSMSA |
| BIG SANDY | BGSNTNMARS0 | 03/31/00 | TN - OSMSA |
| MCKENZIE | MCKNTNMARS0 | 03/31/00 | TN - OSMSA |
| RIPLEY | RPLYTNMADS0 | 03/31/00 | TN - OSMSA |
| SELMER | SLMRTNMTDS0 | 10/31/01 | TN - OSMSA |
| SAVANNAH | SVNHTNMTDS0 | 03/31/00 | TN - OSMSA |
| TRENTON | TRTNTNMADS0 | 10/31/01 | TN - OSMSA |
| UNION CITY | UNCYTNMADS0 | 03/31/00 | TN - OSMSA |
| HORNBEAK | HRNBTNMTS5 | 03/31/00 | TN - OSMSA |
| KENTON | KNTNTNMARS5 | 03/31/00 | TN - OSMSA |
| TROY | TROYTNMTRS5 | 03/31/00 | TN - OSMSA |
| JEFFERSON CITY | JFCYTNMADS1 | 03/31/00 | TN - OSMSA |
| SNEEDVILLE | SNVLTNMARS0 | 03/31/00 | TN - OSMSA |
| LAFOLLETTE | LFLTNTMADS0 | 03/31/00 | TN - OSMSA |
| JELICO | JLLCTNMARS0 | 03/31/00 | TN - OSMSA |
| MORRISTOWN | MRTWTNMADS0 | 03/31/00 | TN - OSMSA |
| NEWPORT | NWPTTNMTDS0 | 03/31/00 | TN - OSMSA |
| HARTFORD | HRFRTNMARS0 | 03/31/00 | TN - OSMSA |
| WHITE PINE | WHPITNMADS0 | 10/31/01 | TN - OSMSA |
| ATHENS | ATHNTNMADS0 | 03/31/00 | TN - OSMSA |
| DECATUR | DCTRTNMTRS5 | 03/31/00 | TN - OSMSA |
| HARRIMAN | HIMNTNMADS0 | 10/31/01 | TN - OSMSA |
| KINGSTON | KGNTNMTDS0 | 03/31/00 | TN - OSMSA |
| MADISONVILLE | MDVITNMTDS0 | 03/31/00 | TN - OSMSA |
| ETOWAH | ETWHTNMTRS0 | 03/31/00 | TN - OSMSA |
| ROCKWOOD | RKWDTNMADS0 | 10/31/01 | TN - OSMSA |
| MIDDLETON | MDTNTNMADS0 | 10/31/01 | TN - OSMSA |
| FAYETTEVILLE | FYVLTNMADS0 | 03/31/00 | TN - OSMSA |
| PETERSBURG | PTBGTNMARS0 | 03/31/00 | TN - OSMSA |
| HUNTLAND | HNLDTNMADS0 | 10/31/01 | TN - OSMSA |

| | | | |
|------------------|--------------|----------|------------|
| CARTHAGE | CRHTNMARS5 | 06/30/99 | TN - OSMSA |
| MANCHESTER | MNCHTNMADS0 | 10/31/01 | TN - OSMSA |
| BLANCHE | BLNCTNMTRS5 | 10/31/01 | TN - OSMSA |
| FLINTVILLE | FLVLTNMARS5 | 10/31/01 | TN - OSMSA |
| SHELBYVILLE | SHVLTNMADS0 | 03/31/00 | TN - OSMSA |
| WARTRACE | WRTRTNMTRS5 | 03/31/00 | TN - OSMSA |
| TULLAHOMA | TLLHTNMADS0 | 03/31/00 | TN - OSMSA |
| LYNCHBURG | LYBGTNMTRS0 | 03/31/00 | TN - OSMSA |
| WINCHESTER | WNCHTNMADS0 | 03/31/00 | TN - OSMSA |
| COLUMBIA | CLMATNMADS0 | 07/30/99 | TN - OSMSA |
| CULLEOKA | CULKTNMARS5 | 07/30/99 | TN - OSMSA |
| HOHENWALD | HHNWTNMARS5 | 07/30/99 | TN - OSMSA |
| HAMPSHIRE | HMPSTNMARS5 | 07/30/99 | TN - OSMSA |
| LYNNVILLE | LYVLTNMARS5 | 07/30/99 | TN - OSMSA |
| MOUNT PLEASANT | MNPLTNMARS5 | 07/30/99 | TN - OSMSA |
| SUMMERTOWN | SMTWTNMARS5 | 07/30/99 | TN - OSMSA |
| SANTA FE | SNTFTNMARS5 | 07/30/99 | TN - OSMSA |
| WILLIAMSPORT | WLPTTNMARS0 | 07/30/99 | TN - OSMSA |
| CUMBERLAND CITY | CMCYTNMTRS5 | 03/31/00 | TN - OSMSA |
| DOVER | DOVRTNMTRS5 | 03/31/00 | TN - OSMSA |
| CENTERVILLE | CNVLTNMARS0 | 03/31/00 | TN - OSMSA |
| WAVERLY | WVRLTNMTRS5 | 03/31/00 | TN - OSMSA |
| LAWRENCEBURG | LRBGTNMADS0 | 03/31/00 | TN - OSMSA |
| LEWISBURG | LWBGTNMADS0 | 03/31/00 | TN - OSMSA |
| MCEWEN | MCWNTNMTRS5 | 10/31/01 | TN - OSMSA |
| KNVL-MAIN | KNVLTNMADS0 | 12/15/98 | TN - KNLV |
| GATLINBURG | GTBGTNMADS0 | 12/15/98 | TN - KNLV |
| KNVL-FOUNTAIN CY | KNVLTNFCDS0 | 12/15/98 | TN - KNLV |
| KNVL-MAIN | KNVLTNMADS1 | 12/15/98 | TN - KNLV |
| KNVL-YOUNG HIGH | KNVLTNYHCG0 | 12/15/98 | TN - KNLV |
| MASCOT | MSCTTNMTDS0 | 12/15/98 | TN - KNLV |
| SEVIERVILLE | SVVLTNMTDS0 | 12/15/98 | TN - KNLV |
| KNVL-WEST HILLS | KNVLTNWHDS0 | 12/15/98 | TN - KNLV |
| CLINTON | CLTNTNMADS0 | 12/15/98 | TN - KNLV |
| KNVL-BEARDEN | KNVLTNBEDS0 | 12/15/98 | TN - KNLV |
| LAKE CITY | LKCYTNMADS0 | 12/15/98 | TN - KNLV |
| LENOIR CITY | LNCYTNMADS0 | 12/15/98 | TN - KNLV |
| GREENBACK | GRNBTNMAARS5 | 12/15/98 | TN - KNLV |
| LOUDON | LODNTNMARS5 | 12/15/98 | TN - KNLV |
| MARYVILLE | MAVLTNMADS0 | 12/15/98 | TN - KNLV |
| FRIENDSVILLE | FIVLTNMARS5 | 12/15/98 | TN - KNLV |
| TOWNSEND | TWNSTNMARS5 | 12/15/98 | TN - KNLV |
| OAK RIDGE | OKRGTNMTDS0 | 12/15/98 | TN - KNLV |
| MAYNARDVILLE | MYVLTNMARS0 | 12/15/98 | TN - KNLV |
| NORRIS | NRRSTNMARS0 | 12/15/98 | TN - KNLV |
| OLIVER SPRINGS | OLSPTNMARS0 | 12/15/98 | TN - KNLV |
| MMPH-MAIN | MMPHTNMADS0 | 11/20/98 | TN - MMPH |

| | | | |
|------------------|-------------|----------|-----------|
| GRAND JUNCTION | GDJTTNMARS0 | 11/20/98 | TN - MMPH |
| COLLIERVILLE | CRVLTNMADS0 | 11/20/98 | TN - MMPH |
| COVINGTON | CVTNTNMTDS1 | 11/20/98 | TN - MMPH |
| MMPH-BARTLETT | MPHTNBADS0 | 11/20/98 | TN - MMPH |
| MMPH-CHEROKEE | MPHTNCKDS0 | 11/20/98 | TN - MMPH |
| ARLINGTON | ARTNTNMTRS5 | 11/20/98 | TN - MMPH |
| MMPH-SOUTHWIND | GTWSTNSWRS5 | 11/20/98 | TN - MMPH |
| MMPH-CHICKASAW | MPHTNCTDS0 | 11/20/98 | TN - MMPH |
| MMPH-EASTLAND | MPHTNELDS0 | 11/20/98 | TN - MMPH |
| MMPH-FRAYSER | MPHTNFRDS0 | 11/20/98 | TN - MMPH |
| MMPH-GERMANTOWN | MPHTNGTDS0 | 11/20/98 | TN - MMPH |
| MMPH-HUMPHREYS | MPHTNHPRS5 | 11/20/98 | TN - MMPH |
| MMPH-MAIN | MPHTNMACG0 | 11/20/98 | TN - MMPH |
| MMPH-MAIN | MPHTNMACG1 | 11/20/98 | TN - MMPH |
| MMPH-MIDTOWN | MPHTNMTCG0 | 11/20/98 | TN - MMPH |
| MMPH-OAKVILLE | MPHTNOADS1 | 11/20/98 | TN - MMPH |
| MMPH-SOUTHLAND | MPHTNSLDS0 | 11/20/98 | TN - MMPH |
| MMPH-SOUTHSIDE | MPHTNSTDS0 | 11/20/98 | TN - MMPH |
| MMPH-WESTWOOD | MPHTNWWCG0 | 11/20/98 | TN - MMPH |
| SOMERVILLE | SOVLTNMTDS0 | 11/20/98 | TN - MMPH |
| MOSCOW | MSCWTNMARS0 | 11/20/98 | TN - MMPH |
| GALLATIN | GALLTNMADS0 | 10/26/98 | TN - NSVL |
| PORTLAND | PTLDTNMARS5 | 10/26/98 | TN - NSVL |
| GOODLETTSVILLE | GDVLTNMACG0 | 10/26/98 | TN - NSVL |
| HENDERSONVILLE | HDVLTNMADS0 | 10/26/98 | TN - NSVL |
| ADAMS-CEDAR HILL | ACHLTNMTRS0 | 10/26/98 | TN - NSVL |
| CROSS PLNS-ORLN | CRPLTNMARS0 | 10/26/98 | TN - NSVL |
| WHITE HOUSE | WHHSTNMARS0 | 10/26/98 | TN - NSVL |
| LEBANON | LBNNTNMADS0 | 10/26/98 | TN - NSVL |
| WATERTOWN | WTTWTNMARS5 | 10/26/98 | TN - NSVL |
| MURFREESBORO | MRBOTNMADS0 | 10/26/98 | TN - NSVL |
| EAGLEVILLE | EAVLTNMARS5 | 10/26/98 | TN - NSVL |
| NSVL-AIRPORT | NSVLTNAPDS0 | 10/26/98 | TN - NSVL |
| NSVL-DONELSON | NSVLTNDODS0 | 10/26/98 | TN - NSVL |
| NSVL-INGLEWOOD | NSVLTNINCG0 | 10/26/98 | TN - NSVL |
| NSVL-MADISON | NSVLTNMCDS0 | 10/26/98 | TN - NSVL |
| OLD HICKORY | OLHCTNMARS5 | 10/26/98 | TN - NSVL |
| NSVL-MAIN | NSVLTNMTDS1 | 10/26/98 | TN - NSVL |
| NSVL-BURTON HILL | NSVLTNBHRS5 | 10/26/98 | TN - NSVL |
| NSVL-MAIN | NSVLTNMTDS3 | 10/26/98 | TN - NSVL |
| NSVL-UNIVERSITY | NSVLTNUNDS0 | 10/26/98 | TN - NSVL |
| SMYRNA | SMYRTNMADS0 | 10/26/98 | TN - NSVL |
| SPRINGFIELD | SPFDTNMADS0 | 10/26/98 | TN - NSVL |
| GREENBRIER | GNBRTNMARS5 | 10/26/98 | TN - NSVL |
| NSVL-WEST MEADE | NSVLTNWMDS0 | 10/26/98 | TN - NSVL |
| FAIRVIEW | FRVWTNMTRS5 | 10/26/98 | TN - NSVL |
| NSVL-AIR-AUTH | NSVLTNAARS5 | 10/26/98 | TN - NSVL |

| | | | |
|---------------------|-------------|----------|-----------|
| NSVL-COCKRILL BD | NSVLTNCDRS5 | 10/26/98 | TN - NSVL |
| ASHLAND CITY | ASCYTNMADS0 | 10/26/98 | TN - NSVL |
| CHARLOTTE | CHRLTNMTDS0 | 10/26/98 | TN - NSVL |
| DICKSON | DKSNTNMTDS0 | 10/26/98 | TN - NSVL |
| PLEASANT VIEW | PSVWTNMTRS0 | 10/26/98 | TN - NSVL |
| VANLEER | VNLRTNMARS5 | 10/26/98 | TN - NSVL |
| FRANKLIN | FKLNTNMADS0 | 10/26/98 | TN - NSVL |
| TRIUNE | TRINTNMARS5 | 10/26/98 | TN - NSVL |
| NSVL-BELLEVUE | NSVLTNBVDS0 | 10/26/98 | TN - NSVL |
| NSVL-BRENTWOOD | NSVLTNBWDS0 | 10/26/98 | TN - NSVL |
| FKLN-COOL SPRINGS | FKLNTNCCRS5 | 10/26/98 | TN - NSVL |
| NSVL-CRIEVE HALL | NSVLTNCHDS0 | 10/26/98 | TN - NSVL |
| NSVL-HICKORY HOLLOW | NSVLTNHHR5 | 10/26/98 | TN - NSVL |
| NSVL-SHARONDALE | NSVLTNSTDS0 | 10/26/98 | TN - NSVL |
| NSVL-WHITESCREEK | NSVLTNWCDS0 | 10/26/98 | TN - NSVL |
| WHITE BLUFF | WHBLTNMTDS0 | 10/26/98 | TN - NSVL |

Attachment F
Sapp Affidavit

BEFORE THE TENNESSEE REGULATORY AUTHORITY

In re: BELLSOUTH TELECOMMUNICATIONS,)
INC.'S, ENTRY INTO LONG DISTANCE) DOCKET NO.
(INTERLATA) SERVICE IN TENNESSEE) 97-00309
PURSUANT TO SECTION 271 OF THE)
TELECOMMUNICATIONS ACT OF 1996)

**AFFIDAVIT OF VALERIE SAPP
ON BEHALF OF BELLSOUTH TELECOMMUNICATIONS, INC.**

I, Valerie Sapp, being first duly sworn upon oath, do hereby depose and state as follows:

1. My name is Valerie Sapp. My business address is 600 North 19 Street, Birmingham, Alabama 35203. I am employed by BellSouth Telecommunications, Inc. (hereinafter referred to as "BellSouth") as a Manager-911 Interconnection Implementation.

I. PROFESSIONAL EXPERIENCE AND EDUCATION

2. I joined Southern Bell (now BellSouth) in 1969. The majority of my career was spent in Miami, Florida where I spent approximately 20 years in the Executive Department performing various budget and regulatory duties. From 1992 until September 1998, I worked with Independent Telephone Companies ("ICOs") and Competitive Local Exchange Carriers ("CLECs") (since December, 1995) that interconnected to BellSouth for 911 service. From September 1998 until July 1, 2000, I worked as a Local Interconnection Product Manager dealing with Meet Point Billing and Reciprocal Compensation issues related to CLECs. Effective July 1, 2000, I returned as the BellSouth 911 Implementation Manager. In my current position, I am responsible for the coordination and implementation of CLEC interconnection to the BellSouth 911 network for the provision of 911 service to the CLECs' customers.

II. PURPOSE OF AFFIDAVIT

3. The purpose of this affidavit is to demonstrate that BellSouth offers CLECs nondiscriminatory access to 911 services. Specifically, I discuss: the documentation available to CLECs; the agreements needed to obtain 911 access; the databases used by BellSouth to provide this service; trunking arrangements; the general processes used including updates to the 911 databases; the access BellSouth provides to government bodies; and statistics regarding CLEC interconnection with BellSouth's 911 services and facilities in Tennessee.

4. In its South Carolina and Second Louisiana Orders, the Federal Communications Commission (FCC) found that BellSouth was providing non-discriminatory access to its 911 and E911 services. See Application of BellSouth Corp., et al. Pursuant to Section 271 of the Communications Act of 1934, as amended, To Provide In-Region InterLATA Services in South Carolina, 13 FCC Rcd 539, 666-67 (1997); Application of BellSouth Corporation, BellSouth Telcoms, Inc., and BellSouth Long Distance, Inc., for Provision of In-Region, InterLATA Services in Louisiana, 13 FCC Rcd 20599, 20738, & 236 (1998). The systems, processes and procedures that BellSouth uses to provide CLECs access to 911 and E911 services in Tennessee are the same as those approved by the FCC in these prior orders. Additionally, following is a list of BellSouth region state proceedings that have found that BellSouth provides non-discriminatory access to 911/E911 in compliance with Checklist Item 7: (1) Florida Public Service Commission ("FPSC") in Order No. PSC-97-1459-FOF-TL, Docket No. 960786-TL, issued November 19, 1997, pp. 113 & 118; (2) Louisiana Public Service Commission (LPSC) in Docket No. U-22252-A, Order dated September 5, 1997, p. 11; (3) Mississippi Public Service Commission (MPSC) in Docket No. 97-AD-0321, Order dated November 9, 1998, p. 38; (4)

North Carolina Utilities Commission (NCUC) in its Order Regarding Section 271 Requirements, Docket No. P-55, Sub 1022, January 14, 1998, p. 77; and (5) South Carolina Public Service Commission (SCPSC) in Docket No. 97-101-C, Order No. 97-640, dated July 31, 1997, p. 47. The provision of access remains to this day consistent with the affirmative conclusions reached by the FCC, FPSC, LPSC, MPSC, NCUC and SCPSC.

III. DISCUSSION

5. In Tennessee, access to 911 and E911 services is provided through existing tariffs to local government bodies. Once these local government bodies select a particular type of 911 service, BellSouth provides customers of CLECs with access to the 911 service selected for the area in which they reside, in a manner identical to the 911 service supplied to BellSouth's own customers.

6. The original 911 service, known as Basic 911 (911), routes a call to 911 to a centralized answering location known as a Public Safety Answering Point (PSAP). The following steps are involved in the 911 emergency call process:

- a. The subscriber requires emergency aid and dials 9-1-1.
- b. The dialed digits are received in the Telco end office that sends the Automatic Number Identification ("ANI") to the PSAP.
- c. The attendant at the PSAP obtains the pertinent information that identifies the call and the caller's need.
- d. The attendant then determines the appropriate agency and dials a 7-digit or 10-digit number, as appropriate, to transfer the caller to that agency. The calling party's emergency information is verbally relayed to the responding agency and a unit is dispatched to the caller's location.

7. Enhanced 911 service (“E911”) is a full featured electronic system that provides three (3) major enhancements to 911 service:

- a. Selective Routing electronically routes 911 emergency calls from a Telco 911 tandem to the proper PSAP based on the Emergency Services Number (“ESN”) routing code that has been assigned to the caller’s address. The tandem office is a central office designated for a geographical area to receive end office E911 calls and route to the appropriate PSAP.
- b. The ANI provides the calling party’s 7-digit or 10-digit telephone number, as appropriate, on a display at the PSAP.
- c. Automatic Location Identification (ALI) provides the name and address associated with the calling party’s telephone number on the display at the PSAP.

To receive the maximum benefit of E911, the area served must be assigned valid house numbers. Without a house number, dispatching is delayed and the responding agency has difficulty finding the correct address.

8. The following steps are involved in the E911 emergency call process:

- a. The subscriber requires emergency aid and dials 9-1-1.
- b. The digits are received in the Telco end office that sends the ANI to the E911 BellSouth tandem office.
- c. The tandem office finds the associated ESN for the calling telephone number via the Telephone Number/Emergency Services Number (TN/ESN) translation table.
- d. Based on the ESN, the call is switched, via a dedicated trunk, to the appropriate PSAP.
- e. The subscriber’s ANI from the serving Telco is displayed at the PSAP.
- f. The ANI information is sent to the Automatic Location Identification/Data Management System (ALI/DMS) processors for retrieval of subscriber information.
- g. The ALI/DMS processor returns the ALI to the PSAP for display.

- h. The PSAP attendant verifies the telephone number and the street address that has appeared on the screen and obtains information as to which emergency service is needed. The attendant then depresses the button corresponding to the agency request, e.g., fire, police or ambulance and the call is automatically transferred.
- i. The details for each call (calling number, answering attendant's number, time of answer, time of transfer and/or disconnect and the trunk number) are printed at the PSAP after the call is disconnected.
- j. The agency receives the call and, if it so chooses, the caller's telephone number, name and street address are displayed. The PSAP attendant remains on the line for as long as needed to relay the call.
- k. The agency then dispatches an emergency unit to the caller's address.

9. When a reseller or facilities-based CLEC customer dials 9-1-1, the call is treated just like that of any BellSouth customer. BellSouth routes the CLEC customer's E911 call to the appropriate PSAP, and it provides and validates the necessary customer information to the PSAP as outlined in ¶ 8, proceeding. A 911 call is also treated just like that of any BellSouth customer. In the case of 911, the reseller or facilities-based CLEC must deliver the ANI of their customer to the correct PSAP just as BellSouth is required to do.

10. When a reseller CLEC purchases BellSouth's local service for resale to its customers, 911 service is included. Similarly, a CLEC that purchases the Unbundled Network Element – Platform (UNE-P) from BellSouth also obtains 911 service automatically. BellSouth provides and maintains the service. Facilities-based providers have their own switch and are responsible for getting the 911 call to the appropriate PSAP or, if E911, to the appropriate BellSouth 911 tandem. They are also responsible for getting their customer information in the BellSouth 911 database in the proper format.

11. For resale customers, BellSouth updates and maintains the ALI/DMS database that supports 911/E911 services at the same time it updates and maintains the ALI/DMS database for BellSouth's end users. Facilities-based CLECs electronically provide BellSouth with updated data for their end user customers that are added to the ALI/DMS database as the records are received.

12. BellSouth provides 911/E911 services to resale/UNE CLECs exactly as set forth in BellSouth's retail tariffs. BellSouth provides facilities-based CLECs access to 911/E911 services through interconnection agreements making their customers' numbers and address information available to 911 governmental agencies that provide emergency services.

13. For 911 service, BellSouth provides CLECs a list consisting of each municipality that subscribes to 911 service. The list also provides, if known, the conversion date to E911. This list is provided via the internet at the following address:
http://www.interconnection.bellsouth.com/markets/lec/911/911_availability.html. In municipalities that subscribe to 911 service, a facilities-based CLEC must arrange to have 911 calls from its end users accepted at the appropriate PSAP.

14. In order to ensure reliability of the 911 system, a facilities-based CLEC, in the same manner as BellSouth, installs a minimum of two dedicated trunks connecting the CLEC's end office to the BellSouth 911 tandem serving the calling customer's PSAP. The trunk interface may be either a 2-wire analog interface or a digital DS1 interface. The CLEC is responsible for the trunks and any cost associated with providing the trunks needed to reach the appropriate BellSouth 911 tandem. If a municipality has converted to E911 service, a facilities-based CLEC forwards its 911 calls to the appropriate BellSouth E911 tandem, along with the caller's ANI,

according to which E911 tandem the end office information is loaded. If the E911 tandem trunks are not available (i.e., due to high levels of end user calls in an emergency situation), BellSouth allows the facilities-based CLEC to route the call over BellSouth's network using a designated 7-digit or 10-digit voice line number, as appropriate, for the appropriate PSAP. This call will be transported over BellSouth's interoffice network along with BellSouth calls and, because the line does not carry data, it will not carry the ANI of the calling party.

15. BellSouth has developed the E911 Local Exchange Carrier Guide for facilities-based providers ("CLEC Guide") (Exhibit VKS-1) that provides the information facilities-based providers need to interconnect to BellSouth for 911 services. In general, the process for a facilities-based carrier begins when it first contacts the BellSouth CLEC 911 Implementation Manager, who will provide the CLEC with a non-disclosure agreement for 911 services. Once the CLEC signs and returns the non-disclosure agreement, and any concerns are discussed and resolved, the CLEC, with the assistance of its BellSouth Trunking Project Manager, orders the necessary 911 trunks through BellSouth's Local Interconnection Switching Center (LISC). The BellSouth CLEC 911 Implementation Manager works with the CLEC to determine the appropriate 911 tandem for routing the CLEC's 911 calls.

16. BellSouth provides and maintains the necessary equipment at the E911 Control Office (E911 Tandem) and the Database Management System to perform E911 services for the requesting local E911 customer. These services include some or all of the following as needed:

- a. Transporting the E911 calls from the CLEC's switches to the E911 tandem of the E911 system;
- b. Switching the E911 calls through the E911 Tandem to the Public Safety Answering Point;

- c. Storing the names, addresses, and associated telephone numbers from the CLEC's customers in electronic data processing databases for the E911 Database Management System;
- d. Transmission of the information associated with the CLEC's customers to the PSAP upon the customer dialing 9-1-1.

17. The facilities-based CLEC furnishes lists of its NPA/NXXs and 911 tandems to BellSouth and obtains from BellSouth a Master Street Address Guide ("MSAG") which is a listing of standard street names, address ranges and ESN used for validation of subscriber data.

18. BellSouth has contracted with a third-party 911 database provider, SCC, located in Boulder, Colorado to provide 911 database services on its behalf for all subscribers, on a non-discriminatory basis, for whom BellSouth is the 911 host. The facilities-based CLEC uses the CLEC Guide and MSAG to format customer data correctly before sending an electronically mechanized file to SCC. These data are then included in BellSouth's 911 database, with subsequent updates processed on a daily basis. If these daily update records fail system validity edits when compared to the current MSAG, the erroneous record is marked with an error code (as specified in the CLEC Guide) and mechanically faxed back to the relevant CLEC for review, investigation, correction, and resubmission. The facilities-based CLEC is responsible for correcting the errors and mechanically resubmitting its subscriber information to SCC. The processing cycle is repeated daily until the record passes all validity edits and the data can be posted to the E911 databases. It is the CLEC's responsibility to review and correct its own errors since SCC does not have access to the facilities-based CLEC customer's records. In this fashion, SCC, on behalf of BellSouth, maintains CLEC customer 911 database listings with the same

accuracy and reliability as for BellSouth's customer listings. SCC receives a file every night from BellSouth containing E911/911 updates for BellSouth's own customers as well as BellSouth's Reseller and UNE-P customers. The data are processed and SCC corrects the errors on behalf of BellSouth. The CLEC also has the option of hiring SCC or another database vendor to perform error correction and other database functions on their behalf if they choose not to do it themselves.

19. During nightly E911 database processing, SCC creates an updated file and transmits it to BellSouth. This file contains 911 call routing information for BellSouth subscribers as well as subscribers of other service providers such as facilities-based and reseller CLECs. Information in this file is used to update the BellSouth network switches allowing 911 calls to be routed to the appropriate city or county agency for handling. This nightly process of updating end user subscriber information keeps the E911 network and database current, thereby allowing proper 911 call routing and display of location information to emergency service agencies.

20. The facilities-based CLEC also has a responsibility to remain in contact with the governmental body providing emergency services to determine the following information:

- a. Default ESN - a 3-digit number that translates to a specific PSAP where calls are routed in case the CLEC cannot deliver ANI from their switch to the BellSouth E911 tandem, and
- b. Surcharge information – the money billed by the CLEC on behalf of the county to their customers for providing E911 service. The CLEC must also obtain information from the county in order to remit these surcharges back to the county. A list of county coordinators for each state is provided, upon request, by the BellSouth CLEC E911 Implementation Manager.

21. Subscribers, regardless of their current local service provider, are able to choose the local service provider of their choice and retain their current telephone number as long as they are remaining in the same rate center. This is referred to Service Provider Local Number Portability (LNP). In order to reflect the correct dial tone provider during an emergency call, the National Emergency Number Association (NENA) implemented the assignment of a NENA Company ID for each Incumbent LEC and CLEC. When an end user changes local service providers (LSP), the NENA Company ID reflected in the E911 database must be updated to change from the former LSP to the new LSP. The E911 database is modified to accommodate this change so that the PSAP display reflects the current local service provider company by displaying their Company's NENA ID. There are two new function of change codes, U and M, that accomplish this. The current local service provider will issue a service order that will allow the record to be available or "unlocked" (coded as "U"). The new local service provider will issue an update to the record to "migrate" (coded as "M") the record with the information for the new company. This process is generally accepted nation-wide and allows the actual record to remain in the database "as is". The CLEC is fully responsible for submitting the needed U or M, as appropriate, to update the E911 database. In order to protect the integrity of the E911 data, BellSouth and SCC have implemented a validation process using the Number Portability Administration Center (NPAC) database to identify the correct dial tone owner. The U and M process, the error processes and the NPAC validation processes are provided in the CLEC Guide. This system insures that BellSouth is able to meet the requirements of any foreseeable reasonable demand for 911/E911 service.

22. BellSouth provides and maintains sufficient dedicated E911 circuits according to provisions of the E911 tariff and the specifications of the E911 customer. BellSouth routinely monitors service levels (including call blockages) on E911 trunk groups and takes appropriate, coordinated action with the responsible CLEC to provide additional trunks as needed. These trunk servicing activities are performed at the same time and in the same manner that BellSouth services the E911 trunk groups from its own switches, on a first come first served basis. For an extended discussion of BellSouth's trunking architecture and procedures, see testimony of Keith Milner.

23. BellSouth has had procedures in place since early 1996 for CLECs to connect their switches to BellSouth's E911 tandems. As of April 30, 2001, CLECs had requested and BellSouth had provided some 503 E911 trunks in Tennessee, and in its nine-state region, BellSouth had a total of 4,466 trunks in service connecting CLEC switches to BellSouth's E911 tandems.

24. As of April 30, 2001, 24 facilities-based CLECs in Tennessee were sending BellSouth mechanized updates for inclusion in the 911 database. Within BellSouth's entire nine-state region, 67 facilities-based CLECs were sending such mechanized updates. Because the methods and procedures that allow other carriers, including independent LECs, to access BellSouth's E911 and 911 updating capabilities have been in place for some time, it has become routine for CLECs to obtain such updating. For this reason, end-to-end testing of E911 database updating was not necessary.

25. When BellSouth makes any changes to the 911 system, it notifies all potentially affected CLECs. CLECs are notified officially on the BellSouth Interconnection website:

<http://www.interconnection.bellsouth.com/carrier/network/index.html>. This includes, but is not limited to, NPA split or overlay information, Central Office conversions and E911 Tandem re-homes. In addition to the official notification, the 911 Implementation Manager sends out correspondence informing the CLECs of any 911 specific information on these system changes that might affect them.

26. By this affidavit, I have shown, among other things, that:
- a. Education and assistance is given to CLECs to provide 911/E911 service by providing project managers for trunking, a CLEC Implementation Manager and the E911 Local Exchange Carrier Guide for Facilities-Based Providers
 - b. BellSouth's 911 network is non-discriminatory because it does not distinguish between BellSouth's customers and the customers of other service providers;
 - c. All calls are routed to the PSAP over the same trunks;
 - d. The same vendor maintains, in a nondiscriminatory manner, the ALI/DMS database for all other Local Service Providers that interconnect to BellSouth.
 - e. Maintenance and testing activities done by BellSouth on any 911 facilities are done without regard to the owner of the facilities;
 - f. All records remain in the 911 database with the implementation of the "unlocking" and "migrating" process with Service Provider Local Number Portability; and
 - g. BellSouth is able to meet any reasonable foreseeable demand for 911/E911 service.

Based on the foregoing, BellSouth has demonstrated that it offers CLECs nondiscriminatory access to 911/E911 services in the State of Tennessee in accordance with the rules of the Tennessee Regulatory Authority, the FCC and the requirements of the Telecommunications Act of 1996.

27. This concludes my affidavit.

The information contained in this affidavit and its Exhibits is true and correct to the best of my knowledge and belief.

Valerie Sapp
VALERIE SAPP

Subscribed and sworn to before me this 30th day of July, 2001.

NOTARY PUBLIC

[Signature]

My commission expires:

Notary Public, Cobb County, Georgia
My Commission Expires June 19, 2005

Exhibit No. VKS-1

E911
LOCAL EXCHANGE CARRIER
GUIDE
FOR FACILITY-BASED PROVIDERS
10/1/00

***NOTE: THIS DOCUMENT DOES NOT APPLY TO RESELLERS OF LOCAL
EXCHANGE TELEPHONE SERVICE***

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TAB 1

OVERVIEW

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DEFINITION OF E911

"911" has been designated in the United States as the number to be used by the public to summon emergency aid or to report a crime, fire or accident. Its main purpose is to make it easier for people in time of emotional stress to contact the proper emergency agency. An important advantage of 911 emergency service is improved (reduced) response time.

The original 911 service, known as Basic 911 (B911), routes a call to one centralized answering location. The attendant at the answering location obtains the pertinent information that identifies the call and the caller's need. The attendant then determines the appropriate agency and dials a 7-digit number to transfer the caller to that agency. The calling party's emergency information is verbally relayed to the responding agency and a unit is dispatched to the caller's location.

Enhanced 911 service, or E911, is a full featured electronic system that provides three (3) major enhancements to Basic 911 service:

Selective Routing

Electronically routes 911 emergency calls to the proper Public Safety Answering Point (PSAP) based on the Emergency Services Number (ESN) code that has been assigned to the caller's address.

Automatic Number Identification (ANI)

Provides the calling party's seven digit telephone number on a display at the PSAP.

Automatic Location Identification (ALI)

Provides the name and address associated with the calling party's telephone number on the display at the PSAP.

NOTE: To receive the maximum benefit of E911, the area served must be assigned valid house numbers. Without a house number, dispatching is delayed and the responding agency has difficulty finding the correct address.

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NENA COMPANY ID

Prior to submitting CLEC TN data to SCC for call though testing or production, the CLEC must register with NENA for assignment of a NENA Company ID. This Company ID provides identification of the relationship between the telecommunication company and telephone number. This need is driven by two factors:

Data Base Management

- supports tracking in 9-1-1 data record processing and quality management by both the 9-1-1 service provider and the data source Company
- administration and management of error processes with multiple data providers

Speed of identification by PSAPs

- when a PSAP needs to quickly contact the originating Company for line interrupt, call trace, and other emergency actions, the typical use of the NPA-NXX for Company identification will no longer be effective
- an identifier that can be applied to each telephone number record is needed to support individual telephone number portability
- a Company ID that associates 24 Hour access numbers with each telecommunications company is needed for the above functions

NENA COMPANY ID REGISTRATION SERVICE

A national Company ID for 9-1-1 service will allow the PSAP to identify the local service provider serving the caller, and to determine the 24 x 7 number of that LSP for emergency contact needs.

Use of the Internet allows telecommunications companies, state, county, city, and PSAP to access and use the ID information. In addition, the design of this service allows each telecommunications company to assign multiple IDs, so that individual service areas and 24 hour contact information can be identified.

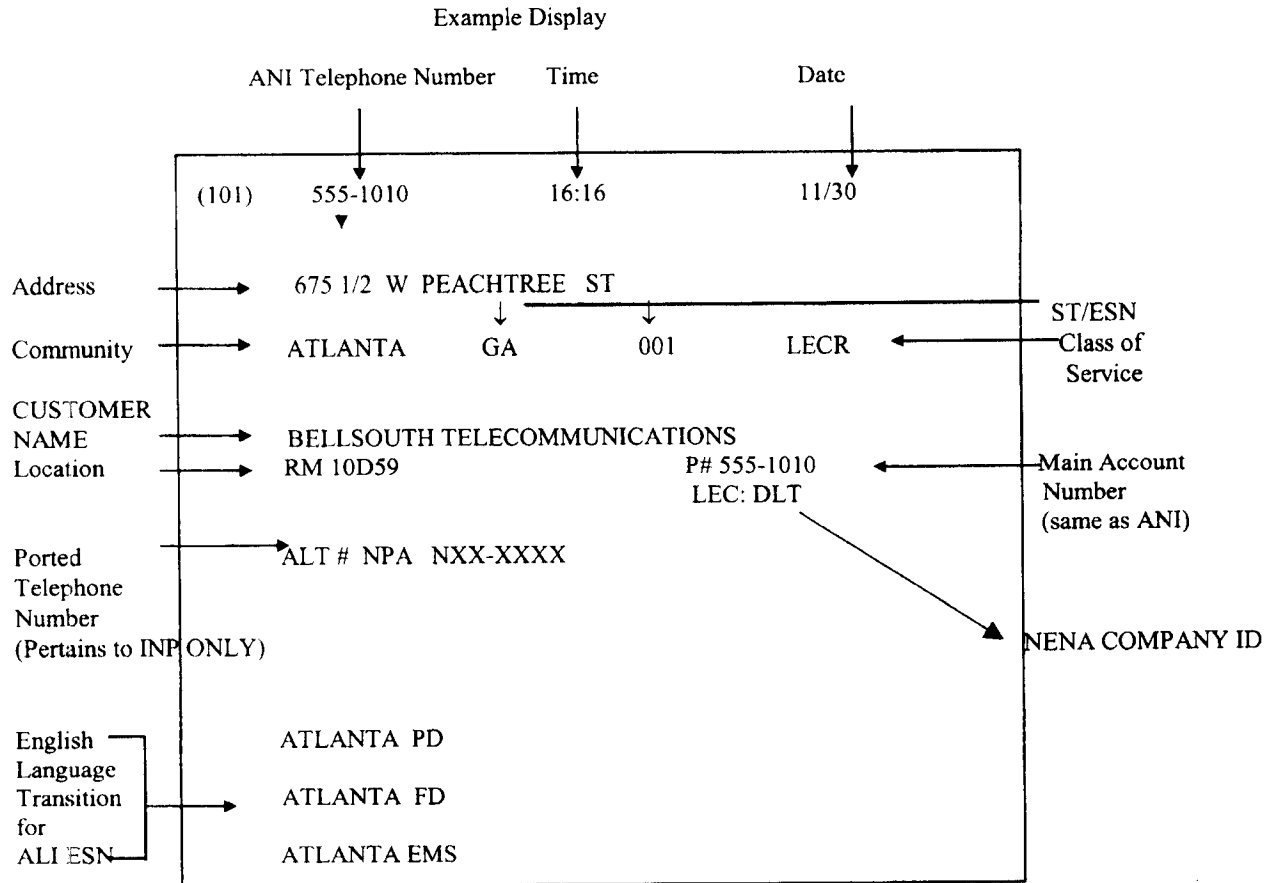
For your convenience, NENA has created an online Company Identifier Data Base Input Form that you can either print out and fill in or you can complete it online, hit the submit button, and you will be invoiced for the fee. The NENA Web page address is: WWW.nena9-1-1.org

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PSAP DISPLAY

Shown is an example of one PSAP display. This screen/display will vary based on which PSAP equipment is chosen by the E911 system.



NOTE: The Classes of Service that may be shown at the PSAP for CLEC account display are as follows:

| PSAP DISPLAY | TRANSLATION |
|--------------|--------------------------|
| LECB | CLEC BUSINESS |
| LECR | CLEC RESIDENCE |
| LECP | CLEC COIN (INWARD) |
| LECO | CLEC COIN (OUTWARD ONLY) |

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INTERIM LOCAL NUMBER PORTABILITY/LOCAL NUMBER PORTABILITY PSAP DISPLAY

In late 1996 the FCC mandated that Competitive Local Exchange Carriers (CLECs) would be allowed to offer Local Exchange Service in the areas currently served by the Incumbent Local Exchange Carrier (ILEC). The early arrangement for an end user to change Local Service Providers and maintain the current telephone number was called Interim Local Number Portability (ILNP). For PSAP equipment that can display comments, an ALT# would appear if the customer had service which had been ported to another local service provider. This ported number represented the telephone number that is known by the customer, however, the ANI number is the number assigned by the alternate service provider.

In 1998, ILNP was migrated into the first phase of full Local Number Portability, which allows the end user to change service providers and keep their current number without any assignment of alternate numbers by the Competitive Local Service Provider. Modifications in communications technology as a result of implementation of LNP now allow the end user's telephone number to be sent as ANI regardless of the Local Service Provider that is serving the customer.

DATABASES REQUIRED TO SUPPORT E911

MASTER STREET ADDRESS GUIDE (MSAG)

The MSAG contains all street information in the 911 service area. The Emergency Service Numbers (ESNs) are assigned to the streets for routing purposes and PSAP display purposes.

MSAG requests and MSAG maintenance processes are outlined in Tab 4

TELEPHONE NUMBER (TN) DATABASE

The TN database contains all of the working subscriber telephone numbers within the county with the name, address and location data (APT, etc.). It is created from customer account data from all local service providers (LSPs), including BellSouth, ICOs, Competitive Local Exchange Carriers (CLECs), which is processed against the MSAG so each subscriber line will be assigned the correct ESN based on an address match to an MSAG entry.

The TN database is thereafter maintained by each local service provider who updates the E911 data daily via a mechanized transfer of data. Data is submitted as required by the LSP to connect, disconnect, or modify the subscriber accounts. The TN database is used to provide data to the retrieval system that is used for display of the individual subscriber data at the PSAP.

Options for providing initial TN data and daily changes to SCC are explained later in this document.

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TANDEM INFORMATION

During initial County E911 implementation, the E911 tandem is initially populated with each telephone number and the three-digit ESN associated with the telephone number. As additions and changes to subscriber accounts are processed in the E911 system, any change in ESNs used for routing purposes on the subscriber's account are identified and mechanically transmitted to the appropriate E911 tandem. The English Language translation is also determined by the ESN that has been posted to the subscriber's account. In most cases CLECs will provide local service in areas that have already established E911 and the CLEC will not participate in the initial implementation process.

In addition to the individual ESN assignment by telephone number, each NPANXX is assigned a default routing ESN by the E911 Customer. The default ESN configuration allows the E911 Customer to designate a particular PSAP that should receive the emergency call in the event of an ANI only condition. Application of the default ESN assignment into the E911 tandem is coordinated between the County and the Local Service Provider for the NPANXX.

If the CLECs end office provides service to more than one E911 tandem area, an update of the ESN information for the telephone numbers in for that NPANXX will be sent by SCC to multiple E911 tandems as appropriate, however, it will be the CLECs responsibility provide end office to tandem trucks to each E911 tandem and to route the emergency call to the appropriate tandem that serves the physical address.

Questions or requests for emergency service trunks from the CLEC end office to the tandem office will be handled by the BellSouth Trunking Project Management Group and not by the BellSouth CLEC E911 representative.

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E911 CALL FLOW

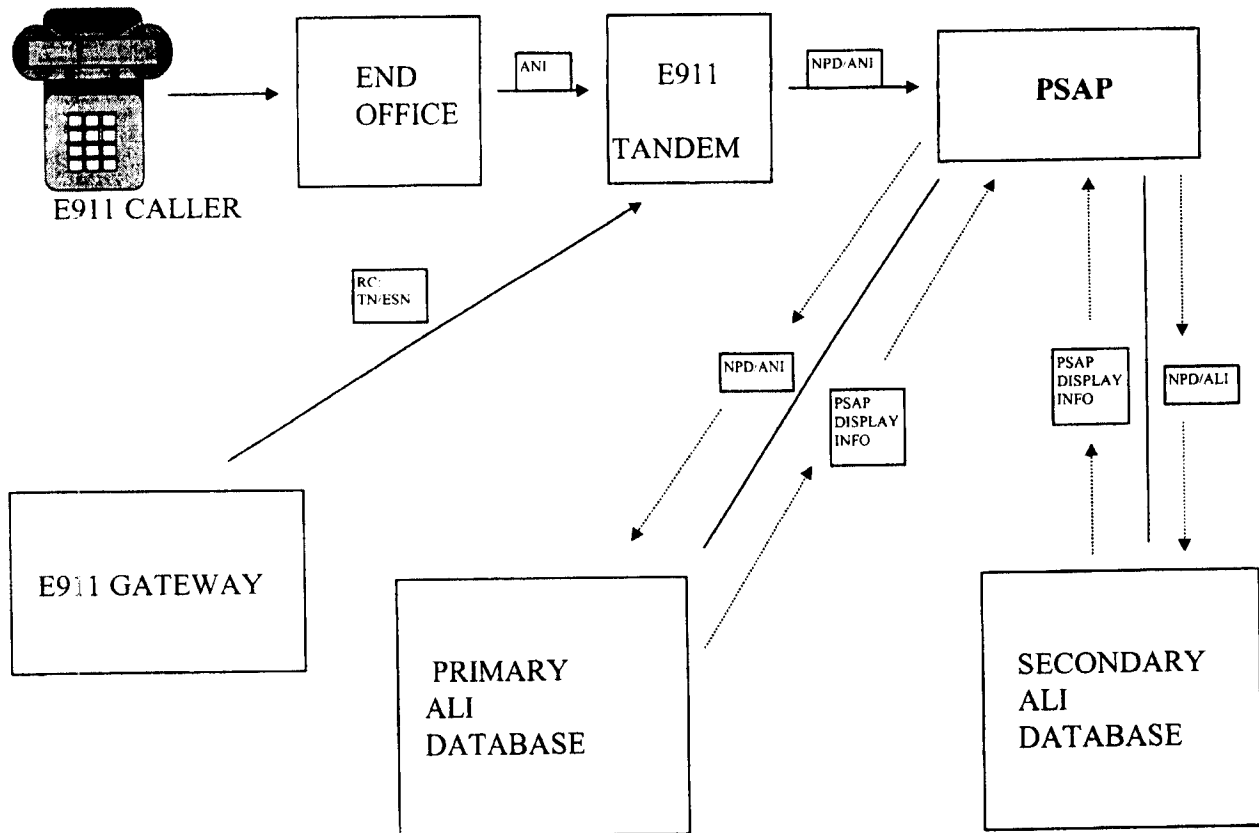
The following steps are involved in the E911 emergency call process:

1. The subscriber requires emergency aid and dials 911.
2. The digits are received in the Telco end office that sends the ANI (Automatic Number Identification) to the E911 BST tandem office.
3. The tandem office finds the associated ESN for the calling telephone number via the TN/ESN translation table.
4. Based on the ESN, the call is switched, via a dedicated trunk, to the appropriate PSAP.
5. The subscribers assigned telephone number (ANI) from the serving Telco is displayed at the PSAP.
6. The ANI information is sent to the primary and secondary ALI processors for retrieval of subscriber information.
7. The ALI processor returns the subscriber information (ALI) to the PSAP for display.
8. The PSAP attendant verifies the telephone number and the street address that has appeared on the screen and obtains information as to which emergency service is needed. The attendant then depresses the button corresponding to the agency request, e.g., fire, police or ambulance and the call is automatically transferred.
9. The details for each call (calling number, answering attendant's number, time of answer, time of transfer and/or disconnect and the trunk number) are printed at the PSAP after the call is disconnected.
10. The agency receives the call and (optional) a display of the caller's telephone number, name and street address. The PSAP attendant remains on the line for as long as needed to relay the call.
11. The agency then dispatches an emergency unit to the caller's address.

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CALL FLOW DIAGRAM



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GLOSSARY OF TERMS

| | |
|---|--|
| Address Verification Request (AVR) | A form issued by each Telco to refer and resolve address discrepancies with the E911 customer. |
| Alternate Routing (AR) | A standard feature provided to allow E911 Calls to be routed to a designated alternate location if (1) all E911 trunks to the primary PSAP are busy, or (2) the primary PSAP closes down for a period. (i.e., night service) |
| Automatic Location Identification (ALI) | A feature by which the address associated with the calling party's telephone number (ANI) is forwarded to the PSAP for display. |
| Automatic Number Identification (ANI) | Automatic number identification corresponds to the seven-digit telephone number assigned by the serving Telco. |
| BST | BellSouth Telecommunications, Inc. |
| Call Detail Recording | An optional feature of E911 service that provides a teleprinter record of all incoming E911 calls to a PSAP. |
| Call Through Testing | The process of testing the network, equipment and databases associated with an E911 system prior to the final cutover. |
| Central Office | A switching unit in a telephone system which provides service that has the necessary equipment and operating arrangements for terminating and interconnecting lines. |
| Competitive Local Exchange Carrier (CLEC) | A telecommunications company offering local service to subscribers. |
| Data Integrity Unit (DIU) | The group within SCC Communications (BellSouth's E911 data vendor) that manages the E911 data. |
| Default Emergency Service Number (ESN) | The ESN assigned to the trunk group from an end office to the E911 tandem. This ESN is used to route calls to a PSAP designated by the county/parish to receive calls when ANI can't be delivered to the PSAP (ANI Failure). CLEC must obtain the Default ESN (or PSAP name) from the county/parish. |
| Display & Transfer Unit | The PSAP control unit for an E911 system display panel for ANI, which has buttons to transfer calls. |
| E911 Coordinator | The individual responsible for county/parish management of the E911 system. |
| E911 Customer | A governmental agency responsible for providing public safety. |

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| | |
|--|--|
| E911 Tandem Central Office Switch | The central office designated for a geographical area to receive end office E911 calls and route to the appropriate PSAP. |
| Emergency Service Number (ESN) | A three-digit number associated with a geographical location serviced by the same fire, police and ambulance districts. |
| End Office | The Central Office(s) from each telco in the E911 system receiving E911 calls from end users. |
| Exchange | A geographical unit established for the administration of telephone service in a specified area. Multiple telephone companies may provide service in the same exchange. |
| Fixed Transfer | An optional feature of E911 Service which allows a PSAP attendant to transfer incoming E911 calls to a secondary PSAP by the use of a single button on the Display and Transfer unit. |
| ICO | Independent Telephone Company |
| Local Service Provider (LSP) | The company providing local service to the end user. |
| Manual Transfer | A feature of E911 service that enables the PSAP attendant to transfer an incoming call by depressing the switchhook of the telephone or the "add" button on the Display and transfer unit. |
| Master Street Address Guide (MSAG) | A listing of standard street names, address ranges and routing codes (ESNs) used for validation of subscriber data. |
| National Emergency Number Association (NENA) | A professional association of emergency number entities responsible for the planning, implementation, management and administration of national emergency number issues. |
| NPA/NXX | The area code (Number Plan Area) and first three digits of the subscriber's telephone number. |
| Public Safety Answering Point (PSAP) | The answering location for 911 calls. |
| Selective Routing (SR) | A standard feature that routes an E911 call from the tandem to the designated PSAP based upon the address of the ANI number of the calling party. |
| Selective Transfer | An optional feature of E911 service that enables the transfer of a 911 call to the correct agency using the one-button transfer feature. |
| Service Order Interface Record (SOIR) | A data record sent to the E911 host system, via a mechanized transfer. |
| Tandem Routing | An arrangement connecting 911 calls to the correct PSAP based on the ESN association to the ANI TN. |

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Telephone Company (Telco)

A term used interchangeably to designate a Bell Operating Company, an Independent Company or Alternative Local Exchange Carrier.

Wire Center

The geographical area served by a particular Central Office.

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TAB 2

ROLES AND RESPONSIBILITIES

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ROLES AND RESPONSIBILITIES

CLEC RESPONSIBILITIES

1. The CLEC obtains from the BellSouth CLEC E911 Implementation Manager a non-disclosure agreement in order to receive the 911 Local Exchange Carrier Guide for Facility Based Providers (a.k.a. E911 LEC Guide).
2. Order 911 trunks through BellSouth's LCSC (Local Carrier Service Center) with assistance from the CLEC's Interconnect Account Team and/or their Trunking Project Manager.
3. The CLEC has a responsibility to contact the county/parish to determine the following information:
 - Default ESN (The default ESN is a 3-digit number that translates to a specific PSAP where calls are routed in case the CLEC cannot deliver ANI from their switch to the BellSouth E911 tandem)
 - Surcharge information (Surcharge information refers to the money billed by the CLEC on behalf of the county/parish to their customers for providing E911 service. The CLEC must also obtain information from the county/parish in order to remit these surcharges back to the county/parish.

(NOTE: A list of county/parish coordinators for each state will be provided, upon request, by the BST CLEC E911 Implementation Manager.)

4. Determine the appropriate 911 tandem for routing 911 calls. To determine the appropriate 911 tandem, the CLEC will furnish the BellSouth CLEC Coordinator with a list of comparable NXXs and forward on the E911 Tandem Notification Form shown in Tab 3 of this guide. The Coordinator will tell the CLEC which 911 tandem BST routes them to. This will ensure the CLEC will route their 911 calls to the appropriate tandem.
5. Using the CLEC E911 Notification Form, the CLEC will furnish SCC with a list of their NPA/NXXs and E911 tandems in order for SCC to update the internal E911 tables. This form is found in Tab 3 of this guide.
6. The CLEC E911 Notification Form is also used to order a copy of the MSAG (Master Street Address Guide) for the E911 service area where the CLEC operates. The CLEC needs the MSAG in order to validate their street address data before sending updates to the E911 database.
7. The CLEC will work directly with BellSouth's E911 data vendor, SCC, to establish connectivity in order to send subscriber data to the E911 database.

NOTE: Contact the BST CLEC Implementation Manager when ready to establish connectivity to SCC.

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MSAG MAINTENANCE-ROLES AND RESPONSIBILITIES

OVERVIEW

The Master Street Address Guide (MSAG) is the portion of the E911 database which contains the address and ESN information. The MSAG associates the appropriate ESN based on the customer's address of the incoming subscriber record.

ROLES AND RESPONSIBILITIES

It is the responsibility of the E911 Coordinator to assign, maintain and resolve discrepancies in MSAG data for their serving area. The E911 Coordinator is also responsible for providing new address information and changes to address information to SCC for updates to the MSAG.

It is the responsibility of all Telcos participating in a E911 service area to ensure that customer records sent to the E911 database for their respective areas have a MSAG valid address. Each Telco will work directly with the authorized E911 County agent to resolve any address discrepancies for customer records that the Telco serves. It is SCC's responsibility to provide the CLEC with MSAG data for the areas they serve, as requested on the CLEC E911 Notification Form (Tab 3).

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TAB 3

CLEC E911 INTERCONNECTION

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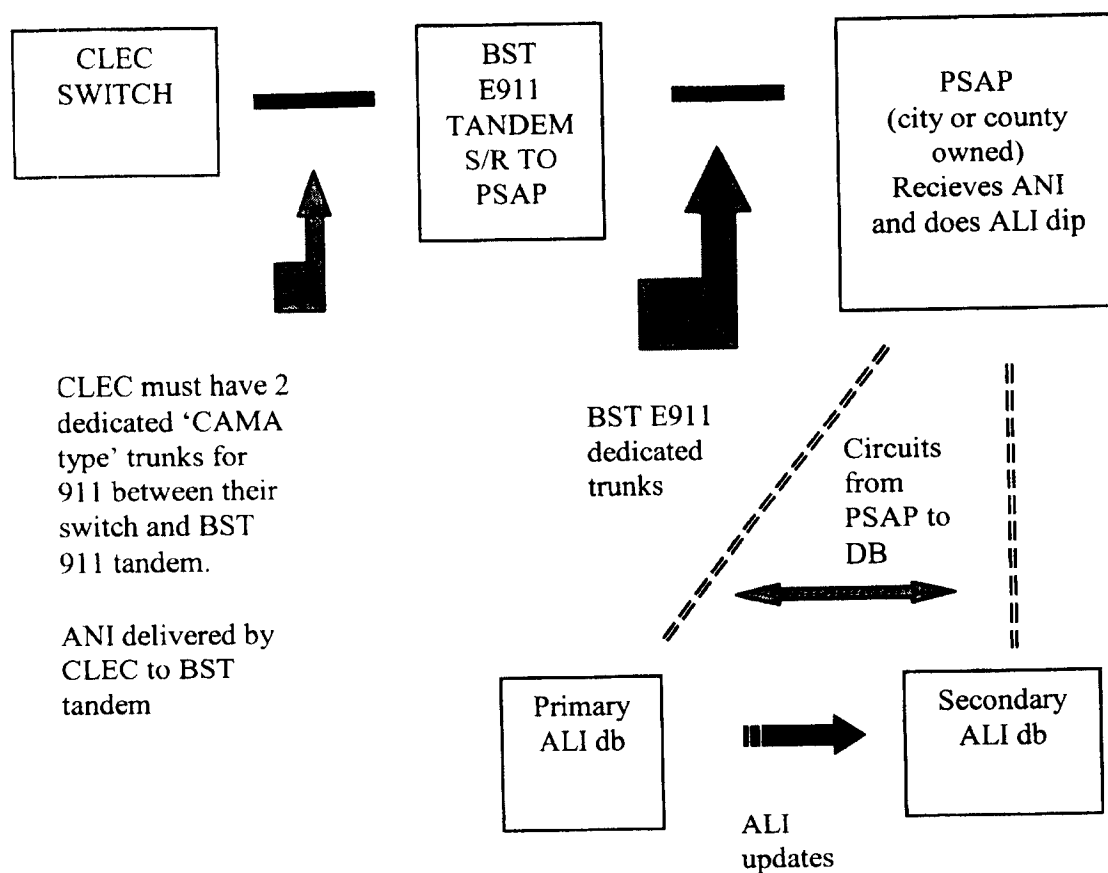
NETWORK INTERCONNECTION

TRUNKING CONFIGURATION

A typical E911 connection from the CLEC end office to the E911 Tandem is illustrated in TAB 1 of this document. The BellSouth E911 Tandem will route an CLEC end user's call to the appropriate Public Safety Answering Point (PSAP) based on the ANI sent by the CLEC switch.

Private dedicated trunks installed between the CLEC's switch and the E911 tandem(s) provide transport for E911 calls from the CLEC's switch network. The CLEC is required to install a minimum of two dedicated trunks from the CLEC switch to the E911 tandem. BellSouth will, upon request, assist the CLEC in determining if additional E911 trunks should be installed.

A diagram depicting the trunk arrangement is shown:



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TRAFFIC ROUTING RESTRICTIONS

The dedicated trunks between the CLEC switch and the E911 tandem are designed to carry only E911 traffic and will route the call to the appropriate PSAP. The CLEC switch must be able to differentiate 911 calls from other traffic. These calls must be routed over the dedicated trunks terminating to the appropriate E911 tandem. Any E911 calls sent with no or incorrect MF (Multifrequency) protocol to other incoming trunk groups in error will be routed to reorder.

INTERFACE SPECIFICATIONS

The interface between the CLEC switch and the E911 tandem will be a DSO level trunk either as a 2-wire analog interface or part of a digital (1.544 Mb/s) interface. These trunks will use CAMA type signaling with Multifrequency (MF) pulsing and will deliver Automatic Number Identification (ANI) with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention.

SIGNALING FORMAT

This section presents information on the protocol used by the CLEC switch to furnish Automatic Number Identification (ANI) to the BellSouth network. ANI is required for the provision of E911 features for a PSAP.

Automatic Number Identification (ANI) is the calling party's directory number that is passed on to the receiving switch (the E911 tandem) for identification of the dialing party and is used as input to the database system for retrieval of customer information.

Along with the calling telephone number, the CLEC switch must be capable of passing an ANI information digit. Traditional signaling requires 1 digit, while expanded signaling requires two digits. At this time, BellSouth will require only the traditional signaling, single digit information, be used.

The CLEC switch must be capable of recognizing an ANI request signal from the E911 tandem, directly after a KP (Key Pulse) signal, the called telephone number and a ST (Start Pulse) signal is sent.

KP+11+ST

KP+I(ANI Information Digit)+ 7 digit ANI+Start

The ANI will be forwarded by the PSAP equipment to the appropriate Automatic Location Information (ALI) database system to obtain the customer information pertaining to the call.

CALL SEQUENCE

When the CLEC switch seizes an E911 trunk, an "off hook" is detected by the E911 tandem and a wink is sent to the CLEC switch signaling its readiness to accept the called number from the far end switch. After the CLEC switch sends "KP+11+ST", the E911 sends a steady-state "off-hook" signal after receiving the called number. This is the request for the ANI outputting of the calling number. The ANI request signal persists until after the calling party disconnects or until 11 to 13 seconds after the called party disconnect is received at the E911 tandem office. The ANI is used by the E911 tandem to route the voice portion of the call and the ANI to the appropriate PSAP.

When the calling party disconnects first, the CLEC switch sends an "on-hook" signal to the E911 tandem. When the signal is received by the tandem, the connection in the tandem is released and an "on-hook" is sent back to the CLEC switch.

When the PSAP attendant disconnects from the call first, the PSAP equipment sends an "on-hook" to the E911 tandem. The E911 tandem begins a 1.2 second flash timing, which times out in this case, thus signaling a disconnect. The E911 tandem sends an "on-hook" signal to the CLEC switch and begins 4 to 5 second timing for receiving an "on-hook" from the CLEC switch. This 4 to 5 second timing is unique for E911 calls to the PSAP and is the forced disconnect service for the E911 feature.

REFERENCES

References which support E911 services and standard CAMA/ANI interface for BellSouth network requirements are shown below.

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Notes on the BOC Intra-LATA Network - TR-NPL-000275

E911 Public Safety Answering Point: Interface Between the 1/1A Switch and CPE.

ORDERING AND PROVISIONING

For ordering and provisioning of the CLEC E911 trunks please contact your Trunking Project Manager or BellSouth Account Executive.

MAINTENANCE AND TESTING

The access trunks will be tested and maintained by BellSouth ACAC.

The following are examples of an ANI failure on an E911 call and some of the possible causes.

1. The CLEC switch failed to pass ANI. The ANI display at the PSAP will be NPA-911-00XX. The XX is the Emergency Serving Central Office (ESCO) and is an indication that the E911 Tandem did not receive the ANI from the end office.
2. The E911 Tandem or the tandem-to-PSAP trunks fail to pass ANI. The display at the PSAP will be NPA-000-0000.
3. The seven (7) digit number assigned to tandem-to-PSAP trunk group is dialed erroneously by a caller. The display at the PSAP will be NPA-911-0000.

DATABASE COORDINATION

The Network configuration, database information and terminating PSAP equipment are all unique to each E911 Customer. E911 systems are designed based on different factors such as type of equipment, participating telcos, etc.

For these reasons, CLECs who initiate provisioning of local service in areas converted to E911 or in areas in the process of converting to E911 must be aware that they will have to work closely with the incumbent LEC and the E911 County Coordinator to integrate their E911 service into the existing network and database. This coordination effort is crucial to ensure that no subscriber is compromised in an emergency situation of any kind.

The BST CLEC E911 Implementation Manager and the Interconnect Account Team assigned to the CLEC will work closely with each CLEC to facilitate provisioning of E911 service for the CLEC subscribers. The BST CLEC E911 Implementation Manager's role will be to coordinate with BST personnel the resolution and/or response of any questions related to E911 interconnection covered in this Guide. Questions on ordering an interconnection of trunks should be referred to the appropriate Trunking Project Manager.

It is recommended that upon review of this document, the CLEC contact the BST CLEC E911 Implementation Manager to initiate the E911 process.

It is also recommended that each CLEC provide adequate resources dedicated to the implementation and ongoing maintenance of E911 service for the CLEC subscribers.

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E911 TANDEM IDENTIFICATION FORM

The E911 tandem identification form is completed by the CLEC and sent early in the interconnection process in order for the BST CLEC E911 Implementation Manager to determine the appropriate E911 tandem CLLI for CLEC end office routing. The BST CLEC E911 Implementation Manager will identify the correct Tandem CLLI code based on comparable NPANXXs used by BellSouth in the E911 County service area. Upon receipt of the returned form from BST, the CLEC will complete the CLEC E911 Notification Form shown in this tab. A copy of the E911 Tandem Identification form and instructions for completion are shown on the following page.

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E911 TANDEM IDENTIFICATION FORM

REV.: 10-01-00

| | |
|--|--------|
| TO: VAL SAPP | FROM: |
| VOICE: 205.321.2109 | VOICE: |
| FAX: 205.321.4002 | FAX: |
| EMAIL: valerie.sapp1@bridge.bellsouth.com | EMAIL: |

To assist you in getting your 911 calls routed to the correct BST E911 tandem please fill out this form as shown and BST will supply you with the proper E911 tandem for use on the CLEC E911 NOTIFICATION FORM.

PLEASE LIST ALL YOUR NEW NPANXX(S) BELOW WHICH HAVE BEEN ASSIGNED - USE SEPARATE SHEET IF NECESSARY

1. PUT YOUR NPA
2. PUT YOUR NXX
3. PUT BST COMPARABLE NPA
4. PUT BST COMPARABLE NXX
5. BST WILL SUPPLY YOU THE CORRECT E911 TANDEM AND RETURN TO YOU
6. FILL OUT CLEC E911 NOTIFICATION FORM APPROPRIATLY AND FAX TO:
 SCC/BST SUPERVISOR / 1-888-778-7876

| STATE | CLEC NPA | CLEC NXX | BST NPA | BST NXX | E911 TANDEM CLLI FOR USE ON E911 NOTIFICATION FORM | E911 TANDEM CLLI FOR USE ON ASR WHEN ORDERING TRUNKS |
|-------|----------|----------|---------|---------|--|--|
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CLEC E911 NOTIFICATION FORM

The CLEC E911 Notification Form is for the CLEC's use in providing the necessary information used by BellSouth's data vendor, SCC, for database maintenance of the CLEC's subscriber data. The form is submitted by the CLEC to SCC prior to initial testing of the CLEC data and, ongoing, to provide CLEC contact information, new NPANXXs, and to request changes in delivery of the MSAG to the CLEC. This form is for data purposes only and is not intended for network interconnection or tandem configuration. The form should be completed and returned to SCC as soon as possible but no later than **three (3) weeks** prior to the implementation of testing.

The form should be sent via fax to:

SCC Communications, Inc.
BellSouth DIU Supervisor
FAX Number: 888 778-7876 (Toll free)

The CLEC E911 Notification form is shown on the following page.

INITIAL MSAG REQUEST

The processing of the initial MSAG request is shown on the CLEC E911 Notification Form and requires a minimum of 2 weeks (10 business days) notice for distribution and delivery to the CLEC. An ongoing schedule is created to deliver the initial request quarterly. Changes to the initial requirements for MSAG delivery must be submitted on the CLEC E911 Notification form. Additional information regarding MSAG requests is shown in Tab 4 of this document.

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CLEC E911 NOTIFICATION FORM

Revised: 10-01-00

FAX TO: 1-888-778-7876

ATTENTION: SCC/BELLSOUTH SUPERVISOR

ACTION (circle one) A-ADD C-CHANGE M-MSAG ONLY

| | |
|---------------------|--|
| TODAY'S DATE | |
| COMPANY NAME | |
| COMPANY ADDRESS | |
| CONTACT NAME: | |
| CONTACT TEL. NUMBER | |
| TELCO ID/OCN | |
| NENA CO. IDENTIFIER | |
| EFFECTIVE DATE | |
| FAX NUMBER** | |

****NOTE: THIS NUMBER WILL BE USED FOR MECHANICAL TRANSMISSION OF DAILY REPORTS**

SERVICE REQUEST FOR: (check ONE only: One STATE per sheet)

| | | | | | | | | |
|----|----|----|----|----|----|----|----|----|
| AL | FL | GA | KY | MS | LA | SC | NC | TN |
|----|----|----|----|----|----|----|----|----|

PLEASE LIST YOUR NATIVE NPANXX's BELOW WHICH NEED TO BE ADDED TO THE E911 DATABASE

| NPA | NXX | E911 TANDEM CLLI | NPA | NXX | E911 TANDEM CLLI |
|-----|-----|------------------|-----|-----|------------------|
| | | | | | |
| | | | | | |
| | | | | | |
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| | | | | | |

MSAG REQUEST:

MEDIA DESIRED: (circle ONE only) CD ROM MAG TAPE PAPER 3.5 FLOPPY*

***NOTE: FLOPPIES MAY ONLY BE ORDERED BY COUNTY, NOT BY CLLI**

COUNTY NAMES OF SERVICE AREA OR E911 TANDEM CLLI (only)

| | | |
|----|----|----|
| 1. | 3. | 5. |
| 2. | 4. | 6. |

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TAB 4

MSAG MAINTENANCE AND ESN ASSIGNMENT

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OVERVIEW

This section provides general information on ESN assignments and MSAG maintenance, both of which are managed by the E911 Coordinator directly with SCC.

ESN ASSIGNMENTS

The E911 Coordinator is responsible for providing this ESN information to BST during the conversion to E911 and, ongoing, as emergency districts change.

During implementation, the E911 Coordinator provides BST mapping information depicting boundaries for each fire, police and EMS jurisdiction for the E911 serving area. After all emergency service boundaries have been defined, a different ESN number is assigned to each geographical area with the same set of responding agencies, i.e., fire, police, EMS, etc.

The ESN designates routing to the proper PSAP and provides emergency agency information for each 911 call. The ESN numbers are administered by BST and are assigned to the E911 County's serving area based on the 3 digit ESN numbers available in the serving tandem.

Streets that cross ESN boundaries are segmented by house number range in the MSAG so that the proper ESN may be associated to each segment of the street appropriately. If a street has not been numbered, then all routing for the entire street is assigned to one ESN.

DEFAULT ESN ASSIGNMENTS

The CLEC and the E911 Coordinator should discuss the default ESN that would route the CLEC's subscribers in the event of an ANI failure occurring from the CLEC end office. Once agreement has been reached between the CLEC and the E911 Coordinator regarding the appropriate answering PSAP and the ESN assigned for that PSAP, the CLEC should provide this information on the Access Service Request (ASR) provided to BST.

REQUESTING A COPY OF THE MSAG

Within 10 days upon receipt of the CLEC E911 Notification form, SCC will provide the CLEC an initial copy of the MSAG via CD-ROM. Subsequent copies of the MSAG will be provided by SCC quarterly via CD-ROM unless other media is requested. If requested, the MSAG may be provided on magnetic tape, 3.5 floppy, or paper.

MSAGS are extracted by one of the following criteria:

- E911 Tandem CLLI (Not available on paper or floppy)

- E911 System (An E911 system MSAG may be designated as a County or City. If both MSAGS are required, they both must be indicated on the CLEC E911 Notification Form.)

Requests for MSAG data should be submitted to SCC via the CLEC E911 Notification Form shown in Tab 2 of this guide.

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MSAG LEDGER PROCESS

OVERVIEW

The E911 Coordinator must notify SCC of all MSAG changes/additions/deletions. This is done via an E911 MSAG Ledger form. SCC documents the receipt of these forms on the E911 MSAG Ledger Log, acknowledges receipt of the form and updates the MSAG.

Since a CLEC could serve multiple addresses that may cover a broad geographical area, it would not be practical for the E911 Coordinator to forward copies of all MSAG Ledgers to each CLEC. For this reason, SCC will provide the CLEC with MSAG information quarterly for the areas that the CLEC serves. The MSAG will be used by the CLEC in validating addresses for subscriber account updates. Should the CLEC receive an error for an address not included in the quarterly MSAG, they may call SCC for validation prior to submitting an AVR to the E911 Coordinator.

If address discrepancies are detected on MSAG ledgers or from daily updates by SCC or any participating Telco, the E911 Coordinator is notified via an Address Verification Request Form (AVR). The AVR process is explained in more detail in Tab 8 of this guide.

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TAB 5

TN DATABASE UPDATES

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OVERVIEW

In most cases a CLEC will offer local exchange service in areas already converted to Enhanced 911. All subscriber accounts must be initially loaded into the E911 database and subsequently updated daily on an ongoing basis if changes occur.

CLECs will send daily updates to include all changes to the subscribers TN, name, and address information in each E911 serving area. Prior to a new NPANXX being implemented, the CLEC must furnish the CLEC E911 Notification Form BellSouth's data vendor, SCC. The form and instructions for its completion are shown in Tab 3. The CLEC would begin submitting Serving Order Interface Records (SOIRs) immediately as subscribers are connected to the CLEC's switch. At least one week prior to the **initial** CLEC customer activation test records should be electronically sent to SCC for testing purposes.

BellSouth technical specifications for loading and maintaining the CLEC's subscriber data are provided in this document. The CLEC should only use the header, trailer and BellSouth 512 record format provided in this guide. Other record formats should not be used.

Subscriber address data must match the E911 MSAG exactly before the account will be loaded to the E911 database. Any subscriber data that fails in the editing process will be returned as an error to the CLEC. All errors, with the exception of Migrate errors for Local Number Portability, **will go to an error file and will not display if a 911 call is made**. The PSAP attendant will see "NO RECORD FOUND". Further information relating to the MSAG, error conditions, and "NO RECORD FOUND" situations are found in this document.

CLEC DATA MANAGEMENT RESPONSIBILITIES

- Coordinate directly with SCC to transmit test data prior to local service implementation.
- Initially include every working CLEC subscriber line within each E911 service area.
- Update address related data on CLEC subscriber accounts as indicated by MSAG updates submitted on Maintenance Ledgers by the E911 Coordinator
- Any new service and all subsequent activity affecting the telephone number, listed name, or address data must be updated daily into the E911 database for all TNs capable of sending ANI. Each record affected must be sent individually with the appropriate changes.
- Resolve Daily Service Order Interface Record (SOIR) update errors **within 24 hours**.
- Resolve PSAP Inquiries and advise SCC of resolution within 24 hours.
- Update TN records with valid MSAG address to resolve misroute conditions.
- Handle special update requirements including area transfer updates and NPA splits.
- Prior to a new NXX being implemented to an existing CLEC switch, furnish the CLEC E911 Notification Form to SCC according to the guidelines in Tab 3.

E911 COORDINATOR RESPONSIBILITIES

The on-going maintenance responsibilities for the E911 Coordinator are shown below:

- Notify SCC of MSAG changes which affect TN records.
- Resolve Address Verification Requests (AVR) referred by SCC/CLEC.
- Submit PSAP Inquiry Forms to SCC.
- Submit ESN realignments/new ESN requirements to the BST marketing contact.

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HEADER RECORD LAYOUT - BellSouth 512 FORMAT

SOIR File Header Record - BellSouth 512 Character Format for Data Exchange

| Field Name | Position | Bytes | Type | BellSouth Description |
|-------------------|----------|-------|------|---|
| HEADER INDICATOR | 1-5 | 5 | A | Always "UHL " |
| EXTRACT DATE | 6-11 | 6 | N | Date formatted as MMDDYY |
| COMPANY NAME | 12-61 | 50 | AN | |
| CYCLE COUNTER | 62-67 | 6 | N | New customers start at 000001; each subsequent file cycle is incremented by 1 until reaching 999999 |
| COUNTY IDENTIFIER | 68-71 | 4 | AN | |
| STATE | 72-73 | 2 | A | |
| GENERAL USE | 74-93 | 20 | AN | |
| RELEASE NUMBER | 94-96 | 3 | N | |
| FORMAT VERSION | 97 | 1 | N | |
| RESERVED | 98-511 | 414 | AN | |
| END OF RECORD | 512 | 1 | | Always "*" |

Types: A= alphabetic; AN=alphanumeric; N=numeric NOTE: All fields are left-justified with trailing spaces.

TN RECORD LAYOUT - BellSouth 512 FORMAT

Note: All data will be left justified and space filled EXCEPT for the House Number field which is RIGHT-JUSTIFIED & SPACE filled. In those cases where there is no house number, the field will be space filled.

SOIR File Data Record - BellSouth 512 Character Format for Data Exchange

| Sent to PSAP | Stored in Database | Field Name | Position | Bytes | Type | BellSouth Description |
|--------------|--------------------|---------------|----------|-------|------|--|
| No | No | FUNCTION CODE | 1 | 1 | A | Type of activity the record is being submitted for. Valid entries: C - Change, D - Delete, I - Insert, E -Delete Error, U - Unlock (LNP), M - Migrate (LNP). |
| Yes | Yes | NPA | 2-4 | 3 | N | Three digit area code of the Calling Number. |

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| Sent to PSAP | Stored in Database | Field Name | Position | Bytes | Type | BellSouth Description |
|--------------|--------------------|--|----------|-------|------|---|
| Yes | Yes | CALLING NUMBER (TN) | 5-11 | 7 | N | Seven digit telephone number of the Calling Number. |
| Yes * | Yes | HOUSE NUMBER | 12-21 | 10 | AN | House number. The field should be space filled if no house number is available. * <u>Only 8 characters sent to PSAP.</u> |
| Yes | Yes | HOUSE NUMBER SUFFIX | 22-25 | 4 | AN | House number extension (e.g., 1/2). The field should be space filled if suffix does not apply. Do not lead with hyphen. |
| Yes | Yes | PREFIX DIRECTIONAL | 26-27 | 2 | A | Leading street direction prefix. The field should be space filled if no prefix applies. Valid entries: N, S, E, W, NE, NW, SE, SW. |
| Yes * | Yes | STREET NAME STREET SUFFIX POST DIRECTIONAL | 28-93 | 66 | AN | MSAG valid service address of the Calling Number. Include street name, street suffix (i.e. thoroughfare designation) and post directional. Street Suffixes must conform MSAG standards; valid Post Directional entries are: N, S, E, W, NE, NW, SE, SW. * <u>Only 48 characters sent to PSAP.</u> EX: Main St NW |
| Yes * | Yes | COMMUNITY NAME | 94-125 | 32 | A | Valid service community of the street name/house number as designated by the MSAG. * <u>Only 18 characters sent to PSAP.</u> |

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| Sent to PSAP | Stored in Database | Field Name | Position | Bytes | Type | BellSouth Description |
|--------------|--------------------|------------------|----------|-------|------|---|
| Yes | Yes | STATE | 126-127 | 2 | A | Alpha postal state abbreviation (e.g., AL, FL, GA, KY, LA, MS, NC, SC, and TN). |
| Yes * | Yes * | LOCATION | 128-187 | 60 | AN | Additional address information describing the exact location of the Calling Number. Although not edited, recommended BST standards should be used. (e.g., Apt 718). * <u>Only 20 characters stored and sent to PSAP.</u> |
| Yes | Yes | CUSTOMER NAME | 188-219 | 32 | AN | Subscriber name associated with the Calling Number. |
| Yes | Yes | CLASS OF SERVICE | 220 | 1 | AN | Valid values for CLEC: C = Business, D = Residence, E = Public Coin, F = Outdial Coin |
| No | Yes | TYPE OF SERVICE | 221 | 1 | N | Value of: 0=Not Non-Pub 3=Non-Pub |
| No | Yes | EXCHANGE | 222-225 | 4 | AN | Phone company exchange identifier for the serving telephone office of the customer; CLEC may be blank. |
| Yes * | Yes | ESN | 226-230 | 5 | AN | Emergency Service Number associated with the House Number and Street Name; this field is blank on input and derived from the MSAG validation process. * <u>Only 3 characters sent to PSAP.</u> |
| No | No | MAIN NPA | 231-233 | 3 | N | Area code of the Calling Number. |

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| Sent to PSAP | Stored in Database | Field Name | Position | Bytes | Type | BellSouth Description |
|--------------|--------------------|-------------------|----------|-------|------|--|
| Yes | Yes | MAIN NUMBER | 234-240 | 7 | N | Main telephone number associated with the Calling Number. (Same as Calling Number.) |
| No | Yes | ORDER NUMBER | 241-250 | 10 | AN | Service order number for the activity establishing this record. |
| No | Yes | EXTRACT DATE | 251-256 | 6 | N | Date on which the record was created in the format MMDDYY. |
| No | Yes | COUNTY IDENTIFIER | 257-260 | 4 | AN | County Identification code. Will be blank on input and derived from MSAG validation process. |
| Yes | Yes | COMPANY ID | 261-265 | 5 | AN | Company Identification code as assigned through NENA registration process. |
| No | Yes | SOURCE IDENTIFIER | 266 | 1 | AN | Code which indicates whether data is part of the initial database creation process or part of the daily update process. Daily=Space, Initial Load=C. |
| No | Yes | ZIP CODE | 267-271 | 5 | AN | Postal Zip Code. |
| No | Yes | ZIP + 4 | 272-275 | 4 | AN | Postal Zip Code Extension. |
| No | No | GENERAL USE | 276-286 | 11 | AN | This field is mutually used by data exchange partners to pass information not defined in previous fields. |

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| Sent to PSAP | Stored in Database | Field Name | Position | Bytes | Type | BellSouth Description |
|--------------|--------------------|------------------------------|----------|-------|------|---|
| No | Yes | CUSTOMER CODE | 287-289 | 3 | AN | Code used to uniquely identify a customer. For CLEC this code can be blank on input or filled with 999. TN processing will convert all blanks to 999. |
| No | Yes | COMMENTS | 290-319 | 30 | AN | Optional notes |
| No | No | X COORDINATE | 320-328 | 9 | AN | Reserved for future use. Longitude/X coordinate. |
| No | No | Y COORDINATE | 329-337 | 9 | AN | Reserved for future use. Latitude/Y coordinate. |
| No | No | Z COORDINATE | 338-342 | 5 | AN | Reserved for future use. Structure elevation. |
| No | No | CELL IDENTIFIER | 343-348 | 6 | AN | Reserved for future use. For Wireless, identification number indicating a geographic region of cellular coverage. |
| No | No | SECTOR IDENTIFIER | 349 | 1 | AN | Reserved for future use. For Wireless, subset/section of a cell. |
| No | Yes | TAR CODE | 350-355 | 6 | AN | Taxing Area Rate Code. CLEC will populate with zeros. |
| Yes | Yes | REMOTE CALL FOWARDING NUMBER | 356-365 | 10 | N | Remote Call Forward Number field; For use with INP. RCF will be sent to PSAP following field identifier of ALT# |
| No | No | RESERVED | 366-511 | 146 | AN | This field is reserved for the processing company's use. |
| No | No | END OF RECORD | 512 | 1 | AN | Always an asterisk (*) |

Types: A= alphabetic; AN=alphanumeric; N=numeric NOTE: All fields are left-justified with trailing spaces.

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TRAILER RECORD LAYOUT - BellSouth 512 FORMAT

| Field Name | Position | Bytes | Type | BellSouth Description |
|-------------------|----------|-------|------|---|
| TRAILER INDICATOR | 1-5 | 5 | A | Always "UTL " |
| EXTRACT DATE | 6-11 | 6 | N | Date formatted as MMDDYY |
| COMPANY NAME | 12-61 | 50 | AN | |
| RECORD COUNT | 62-70 | 9 | N | Does <u>not</u> include header and trailer record |
| RESERVED | 71-511 | 441 | AN | |
| END OF RECORD | 512 | 1 | AN | Always "*" |

Types: A= alphabetic; AN=alphanumeric; N=numeric

NOTE: All fields are left-justified with trailing spaces EXCEPT for Record Count. This field is right justified with trailing spaces

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DATA PROCESSING FOR FUNCTION OF CHANGE CODE

**FUNCTION OF CHANGE
 DATA VALUE:**

PROCESSING RULES:

| | |
|---|---|
| I | Insert this data record into the database. There must not be another data record with the same TN in the database or the insert will fail. |
| C | Change the corresponding record in the database. A data record must already exist in the database with the same TN. The entire database record is replaced by the new data record, therefore the incoming record must have all appropriate data fields populated. |
| D | Delete the corresponding record in the database. A data record must already exist in the database with the same TN. |
| E | Delete the corresponding record(s) in the <u>Error File</u> . No processing is performed against the E911 database. |
| M | Migrate the TN record from the donor NENA Company ID to the NSP NENA Company ID. (Used when the TN has been activated as a ported TN in NPAC.) The NSP will send the entire database record and include any changes in customer data. |
| U | Unlock the TN record from the donor NENA Company ID. (Used after notification of activation from NPAC.) |

ADDRESS FORMATTING FOR 512 RECORD LAYOUT

There are basic guidelines for the format of the address on the incoming subscribers TN in order for the TN record to find an exact match to the existing record in the MSAG.

TN records that do not match the MSAG exactly will error back to the CLEC for the resolution and re-transmission of the TN data.

An example of an MSAG street in the E911 database is shown below:

MSAG SAMPLE

| E911 MASTER STREET ADDRESS GUIDE MUNICIPAL ADDRESSES | | | | | | | | | |
|---|------------------|---------------|----------------|-----|-----------|----|-----------------|--------|------|
| 0008 | | | | | | | | | |
| 911 CUSTOMER: K07 POWELL COUNTY | | | | | | | | | |
| DIR | STREET NAME | LOW NUMBER | HIGH NUMBER | O/E | COMMUNITY | ST | TELCO ESN ID | DATE | EXCH |
| | POWELL RD | 1-100 | | | CLAY CITY | KY | 043 5182 | 030295 | SNTN |
| | POWELL VALLEY RD | 1-211 | | | CLAY CITY | KY | 043 5182 | 030295 | SNTN |
| E | RAILROAD ST | 1-344 | | | CLAY CITY | KY | 043 5182 | 030295 | SNTN |
| W | RAILROAD AV | 1-400 | | | CLAY CITY | KY | 043 5182 | 030295 | SNTN |
| W | RAILROAD ST | 345-400 | | | CLAY CITY | KY | 043 5182 | 030295 | SNTN |
| | REDBIRD ST | 1-1010 | | | CLAY CITY | KY | 043 5182 | 030295 | SNTN |
| | RIVER ST | 1-99 | | | CLAY CITY | KY | 043 5182 | 030295 | SNTN |

The address for the TN record being submitted would be formatted to match the MSAG format as shown:

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ADDRESS FORMATTING FOR 512 RECORD LAYOUT (Continued)

CORRECT FORMAT

125 N MAIN ST SW CHARLOTTE

The SOIR will be formatted as follows:

HOUSE NUMBER = 125

DIRECTIONAL PREFIX = N

STREET NAME = MAIN ST SW (includes street name, thoroughfare, & street suffix)

COMMUNITY = CHARLOTTE

INCORRECT FORMAT

125 NORTH MAIN STREET SW CHARLOTTE

125 N MAIN STREET SW CHARLOTTE

125 NORTH MAIN ST SW CHARLOTTE

All of the above examples shown in the incorrect format would have generated an error back to the CLEC.

Some other basic rules or guidelines for address format are:

- Avoid using punctuation such as periods, commas, and/or ampersands. Punctuation is only allowed as part of the street name (i.e., O'Henry)
- Standard thoroughfare and/or directional abbreviations should always be used. Refer to the list of standard abbreviations shown in this tab.

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STANDARD THOROUGHFARE DESIGNATIONS/DIRECTIONALS

The following table outlines the BellSouth thoroughfare abbreviations.

| T/F ABBREV | DESCRIPTION | T/F ABBREV | DESCRIPTION |
|------------|-------------|------------|---------------|
| ALY | ALLEY | LN | LANE |
| ANX | ANNEX | LOOP | LOOP |
| ARC | ARCADE | MKT | MARKET |
| AV | AVENUE | MRN | MANOR |
| BDWK | BOARDWALK | MT | MOUNT |
| BEND | BEND | MTN | MOUNTAIN |
| BLK | BLOCK | NK | NECK |
| BLVD | BOULEVARD | PASS | PASS |
| BR | BRANCH | PATH | PATH |
| BTM | BOTTOM | PD | POND |
| BYP | BYPASS | PK | PARK |
| CIR | CIRCLE | PKE | PIKE |
| CRES | CRESCENT | PKWY | PARKWAY |
| CRK | CREEK | PL | PLACE |
| CRSG | CROSSING | PLZ | PLAZA |
| CSWY | CAUSEWAY | PR | PIER |
| CT | COURT | PROM | PROM |
| CTR | CENTER | PT | POINT |
| CV | COVE | PVT DR | PRIVATE DRIVE |
| DR | DRIVE | RD | ROAD |
| ESPLND | ESPLANADE | RDG | RIDGE |
| EST | ESTATE | RDWY | ROADWAY |
| EXPWY | EXPRESSWAY | ROW | ROADWAY |
| EXT | EXTENSION | RT | ROUTE |
| FRK | FORK | RUN | RUN |
| FRWY | FREEWAY | SQ | SQUARE |
| GRDN | GARDEN | ST | STREET |
| HBR | HARBOR | STA | STATION |
| HL | HILL | TER | TERRACE |
| HLS | HILLS | THRWY | THRUWAY |
| HOLW | HOLLOW | TR | TRAIL |
| HT | HEIGHT | TRC | TRACE |
| HTS | HEIGHTS | TRNPK | TURNPIKE |
| HWY | HIGHWAY | VLG | VILLAGE |
| ISL | ISLAND | WAY | WAY |
| JCTN | JUNCTION | WHF | WHARF |
| LDC | LANDING | WK | WALK |
| LK | LAKE | YD | YARD |

When "Avenue" precedes a street name that is a letter or number, it is not considered a thoroughfare designation and is, therefore, spelled in full. Refer to examples shown below.

When the name of a street is an alphabetic character, the word "Street" is spelled in full. Refer to the examples shown below.

Directional words, North (N), South (S), East (E), West (W), North East (NE), North West (NW), South East (SE), South West (SW) are abbreviated except when used as lettered streets. Refer to the examples shown below.

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STANDARD THOROUGHFARE DESIGNATIONS/DIRECTIONALS (continued)

Street Examples:

| | |
|-----|----------------|
| 511 | 1ST |
| 600 | 1ST STREET |
| 411 | 1ST AV |
| 512 | 1ST NE |
| 622 | 22ND PL SW |
| 733 | 33RD |
| 733 | N 33RD TER |
| 985 | NW 5TH CT |
| 109 | E STREET |
| 735 | AVENUE K |
| 23 | STREET A NE |
| 25 | SOUTH RD |
| 60 | NORTHEAST BLVD |

STANDARD LOCATION DESIGNATIONS

A portion of the TN data record layout includes a field for additional location information. This field is not edited on incoming SOIRs for content, however, there are certain format standards that the PSAP customer is accustomed to viewing on the incoming call.

There are three (3) levels of identifiers used for different types of information. Those identifiers are shown as follows in the appropriate hierarchical level:

| | |
|----------|--------------------------------|
| Level 1: | BLDG, WNG, PIER |
| Level 2: | FLR |
| Level 3: | APT, RM, LOT, SLIP, SUIT, UNIT |

These identifiers may be used uniquely or combined. The identifiers and associated data cannot exceed the 20 character size limitation. Some examples are shown below:

EXAMPLE 1: APT 2-B

EXAMPLE 2: BLDG 6 APT 2-B

EXAMPLE 3: FLR 6 SUIT 2-B

If the existing TN record contains location information and the data is not changing, all subsequent SOIRs for that TN must recap the location information. If the location data is not recapped on the incoming SOIR being processed, it is assumed that the existing location data is to be removed and the current SOIR will overwrite the existing record to remove the data.

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ELECTRONIC TRANSFER OF DATA

The electronic transfer of subscriber data is managed between the CLEC, SCC and the BST CLEC E911 Implementation Manager.

After reviewing this document, the CLEC should contact the BST CLEC E911 Implementation Manager to discuss electronic connection to SCC. The BST CLEC Implementation Manager will notify SCC of the CLECs' readiness to send data. At that point the CLEC and SCC will discuss various electronic data transfer protocols and minimum system requirements and establish a firm date to begin sending test data. SCC will handle ongoing support for electronic transmission of data.

MECHANIZED FILE CONFIRMATIONS

When a file is sent, a check will be made to determine if any errors exist in the header, data, or trailer records. If no errors are detected, a positive response will be sent via fax to the CLEC. The fax number will be obtained from the TN header record. The positive confirmation detail record is shown below:

| | |
|----------------------------------|----------------------------|
| BELLSOUTH E911 FILE NOTIFICATION | |
| 4046144916 | (BELLSOUTH CONTACT NUMBER) |
| DATE/TIME FILE PROCESSED | (MM/DD/YYYY HH:MM:SS) |
| CYCLE # RECEIVED | (JULIAN DATE - 3 NUMERICS) |
| TOTAL # RECORDS RECEIVED | (6 NUMERICS) |

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If an error is detected, an error confirmation notice will be sent via fax. The following error conditions will be detected:

- Record Count Mismatch
- Cycle Mismatch
- Header Record Not Found
- Trailer Record Not Found
- Invalid SYSID in Trailer
- RCF # Non-Numeric

The error confirmation notice will be sent via fax if one of the error conditions above are detected. Although a File Error Notification is sent for the error condition "RCF # Non-Numeric", the file will still be processed to the TSS database. The file will not be processed if the other error conditions are detected. The error confirmation record is shown below.

| | |
|----------------------------------|----------------------------|
| BELLSOUTH E911 FILE NOTIFICATION | |
| 4046144916 | (BELLSOUTH CONTACT NUMBER) |
| DATE/TIME FILE PROCESSED | (MM/DD/YYYY HH:MM:SS) |
| ERROR TEXT | |
| CYCLE # RECEIVED | (JULIAN DATE - 3 NUMERICS) |
| CYCLE # EXPECTED | (JULIAN DATE - 3 NUMERICS) |
| TOTAL # RECORDS RECEIVED | (6 NUMERICS) |

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TAB 6

ERROR RESOLUTION

INDEX

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INDEX

OVERVIEW

This section provides procedures for correcting errors that are generated when updates to the E911 database do not pass database edits. CLEC records that fail the edits will be sent daily in an error report to the CLEC. Errors are sorted in TN order and an error code is provided on each error to aid the CLEC in identifying the erroneous information.

CLEC error records will not be manually corrected or processed to the E911 database. A corrective SOIR must be issued to update the TN information in the E911 database and/or to delete the error record as appropriate. The records which error must be corrected as quickly as possible for the subscriber's data to be included in the E911 database.

The CLEC carrier is expected to resolve the errors by:

- Issuing Address Verification Request's (AVR) to the E911 Coordinator, when applicable, for MSAG changes.
- Issuing corrective SOIRs **within 24 hours of receipt**.

DISTRIBUTION OF DAILY ERRORS

TN Errors will be sent to the CLEC each day electronically or via fax. A message will also be sent to reflect that no errors were found. Saturday and Sunday errors will be included in Monday's cycle. Each CLEC is responsible for keeping SCC apprised of any FAX number changes so that errors can be delivered in a timely manner. These changes should be made in writing by either a letter or noting the change in Fax number on the CLEC E911 Notification Form found in Tab 3. The CLEC also has the option of receiving daily reports, including error reports, electronically via SCC Connect. Contact the BST CLEC Implementation Manager for information related to establishing SCC Connect.

ERROR RECORD LAYOUT

In order to assist the CLEC in error resolution for error codes 702, 710, 711, 713 and 755 an image of the existing E911 database record is provided with the error. All other error codes will contain a copy of the error record only. The image record appears immediately above the SOIR error record and is separated from the error record with dashes (i.e. -----). Each individual error is separated from another error record with a solid line (i.e. _____). A page break will occur after the error and not after the image record, so the last record on a page will always be an error.

The error record in this sample is an error with the associated image record as it appears in the E911 database.

```
TN 101-555-3300 CUS CODE 999 CS D TYPE SVC 0
HOUSE # 111
DIR STREET MAPLE LN
LOCATION MAIN ACCOUNT 101-555-3300
COMMUNITY ANYTOWN EXCH ANTN STATE KY
NAME SMITH, JACK COMMENT NRF
TANDEM CLLI ANTNYMACGO ESN 002 TANDEM ESN 002 TELCO 11 TAR 000817
911 CUST ID K04 SO# SO REC DATE
LAST MOD TNUSIPUS 07-29-93 11:00:00 CP DATE USERID MARTIN

-----
ACT CODE I ERR1- 702 INS NOT ALLOWED; RECORD ALREADY EXIS ERR2- ERR3-
TN 101-555-3300 CUS CODE 999 CS G TYPE SVC 0 BATCH-SEQ 5710012001-109
HOUSE # 111 LOCATION
DIR STREET MAPLE LN
COMMUNITY ANYTOWN EXCH ANTN STATE KY TAR 000817
NAME SMITH, JACK MAIN ACCOUNT 101-555-3300 SO# NP2T55
COMMENT SO EXT DATE 07-30-93 SO REC DATE 07-30-93
LAST MOD TNUSIPUS 07-30-93 22:58:02 CP DATE 07-30-93 USERID
```

ERROR RECORD LAYOUT

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The TN Error record fields and allowable values are explained below:

1. ACT CODE Action code. Valid codes are: I=Insert Line, C=Change, D=deletes a TN, E=deletes an error record, M=migrates an existing TN to a different NENA Company ID, U=unlocks an existing TN from the current NENA Company ID
2. ERR 1/2/3 The first error condition encountered in processing the service order; the error codes are defined in this TAB; additional errors may be detected on the same SOIR and the error codes will be populated in ERR2 and ERR3
3. TN The 10 digit telephone number
4. CUS CODE 3 digit customer code; will always be 999
5. CS Class of service. Valid codes are:

 Business Customer = C Residence Customer = D
 Public Coin Customer = E Outdial Coin Customer = F
6. TYPE SVC Type of service. Valid codes are:

 0=Published
 3=Non-published
7. BATCH-SEQ A programmatic number assigned by SCC to identify the internal location of the error in the E911 database.
8. HOUSE # The house number may be 8 alpha/numeric characters, is right justified with leading spaces. If the customer has no house number, this field should be left blank.
9. LOCATION Additional address information, can be up to 20 characters. (Refer to TAB 4 for a description of the standard location designations.)
10. DIR Directional prefix, may be 1 or 2 characters. Valid entries are: "E", "N", "S", "W", "NE", "NW", "SE", "SW"
11. STREET Street name may be up to 66 characters; thoroughfare designation may be up to 6 alpha characters. BellSouth standard thoroughfare abbreviations should be used. (Refer to TAB 4 for BST abbreviations) This field may also contain a directional suffix. Valid entries are "E", "N", "S", "W", "NE", "NW", "SE", "SW". This field may not be blank and must match an entry in the MSAG. (Note: The PSAP is sent only 48 characters for display.)
12. COMMUNITY A 32 character field containing the fully spelled community name.
13. EXCH A 3 or 4 character code containing the exchange code of the main account. This will be sent as blank and derived from the MSAG.

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ERROR RECORD LAYOUT (continued)

- | | |
|---------------------|--|
| 14. STATE | A two character state code indicating the state where the line resides. Valid entries are: "AL", "KY", "LA", "MS", "TN", "GA", "SC", "NC", "FL". |
| 15. TAR | Six digit Taxing Area populated with zeros. |
| 16. NAME | A thirty-two character field containing the listed name of the customer account. This field may not be blank. |
| 17. MAIN ACCOUNT | A 10 digit telephone number which should be the same as the TN in item #3. |
| 18. SO# | The service order number if present on the SOIR. If not this field will be blank. |
| 19. COMMENT | Comment field used by SCC. May be used to explain why the update was made to the database, i.e., "NRF". |
| 20. SO REC DATE | Date the update is applied to the database. |
| 21. LAST MOD | Last modified. The program ID, date and time of the update to the database. |
| 22. CP DATE | The completion date of the service order. |
| 23. USERID | The user ID of the SCC employee making the update to the database. |

TN ERROR DELETION

When a CLEC SOIR is processed, a check is made to determine if an error record exists in the error file for the TN on the SOIR. If an error record other than a U (Unlock) or M (Migrate) exists, the error record will be deleted and the TN will be processed to the E911 Database if the subsequent SOIR is successful. If an error other than for a U (Unlock) or M (Migrate) SOIR occurs while processing the subsequent SOIR, a new error record will be written to the error file, thus only one SOIR record should ever be present in the error file for any given TN.

TN error records requiring deletion will be deleted by issuing a subsequent SOIR with an FOC = "E". When the FOC = "E" on the subsequent SOIR, the error file will be searched for a match on TN and, if found, the error will be deleted from the error file. SOIRs that are sent with a FOC of "E" are used ONLY to delete a TN from the error file and are not processed to a matching TN embedded record in the E911 database. An example of a situation where an "E" FOC might be used is to delete a TN error record where the original SOIR had been sent with an invalid TN.

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ERROR CODES AND ERROR DESCRIPTIONS

The following error codes may be generated and sent via fax. **NOTE: If an error code is received that is not reflected in this guide, please refer to the BST CLEC E911 Implementation Manager.**

| <u>Error</u> | <u>Description</u> |
|--------------|---|
| 100 | Customer Code not numeric |
| 101 | NPA/NXX not valid |
| 103 | Main TN not numeric |
| 105 | Name Missing |
| 106 | Address Missing |
| 107 | House number contains invalid characters |
| 108 | House number is too long |
| 109 | Street Direction is too long |
| 110 | Street Direction is invalid |
| 111 | Street name is too long |
| 112 | Street name has invalid characters |
| 113 | Community Name is too long |
| 114 | Community Name has invalid characters |
| 115 | Service class invalid |
| 116 | House Number Suffix is too long |
| 120 | TN is incorrectly formatted |
| 126 | Invalid type of service |
| 701 | House number is not in MSAG range |
| 702 | Record already exists, insert not allowed |
| 704 | Record does not exist for delete |
| 705 | Main record not found for delete |
| 709 | Street not found in MSAG |
| 710 | Customer code doesn't match on change |
| 711 | Customer code or street name does not match on delete |
| 712 | Record does not exist for change |
| 713 | TN and Main Account mismatch |
| 729 | Change failed, completion date conflict with disconnect file |
| 730 | Insert failed, completion date conflict with disconnect file |
| 731 | Change failed, completion date conflict with TN database |
| 732 | Record in disconnect with greater completion date |
| 735 | Delete failed, record in TN database has same completion date |
| 738 | MSAG update caused TN error |
| 739 | Invalid house number format |
| 741 | Update not allowed; flagged for PS/ALI |
| 751 | Invalid Function Code |
| 752 | Invalid Company ID |
| 753 | No record exists on Unlock |
| 754 | No record exists on Lock |
| 755 | Unable to migrate a locked record |
| 756 | Company Code mismatch on Change |
| 757 | Company Code mismatch on Delete |
| 758 | Company ID mismatch on Unlock |
| 760 | Lock exceeded number of retries |
| 762 | U or M Function Required for LNP |
| 781 | Error record does not exist for delete |
| 782 | Company Code mismatch on error delete |
| 783 | Unlock failed; Main account has sublines |
| 792 | Record exists with a Company Code mismatch |

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ERROR CODES AND CORRECTIVE ACTION

| Error Code | Error Message | Occurs when... | Corrective Action for CLEC |
|------------|--|--|--|
| 100 | Customer Code not numeric | A character other than 999 is sent in the customer code field of the incoming record | Issue corrective SOIR for errored TN showing 999 in the customer code field |
| 101 | NPA/NXX not valid | The incoming record contains a NPA/NXX combination that is not valid E911 database tables | Determine if NPANXX is correct and <ul style="list-style-type: none"> If correct, submit CLEC E911 Notification Form to SCC (See Tab 3) and resubmit I FOC SOIR for TN If incorrect, submit E FOC SOIR to delete TN error and submit new SOIR for correct TN |
| 103 | Main TN not numeric | The main telephone number shown on the SOIR is non-numeric | Submit E FOC SOIR to delete invalid TN error and resubmit new SOIR for correct TN |
| 105 | Name missing | The customer name field on the incoming SOIR is blank | Issue corrective SOIR for errored TN with correct customer name |
| 106 | Address missing | The address field on the incoming SOIR is blank | Issue corrective SOIR for errored TN with correct MSAG valid street address. |
| 107 | House number contains invalid characters | The house number on the incoming SOIR contains characters other than alpha or numeric. | Determine the correct MSAG valid house number and submit corrective SOIR for errored TN |
| 108 | House number is too long | The house number on the incoming SOIR contains too many characters | Determine the correct MSAG valid house number and submit corrective SOIR for errored TN |
| 109 | Street direction is too long | The directional prefix for the street on the incoming SOIR contains too many characters | Determine the correct MSAG valid street name and submit corrective SOIR for errored TN |
| 110 | Street direction is invalid | The directional prefix for the street on the incoming SOIR contains invalid characters | Determine the correct MSAG valid street name and submit corrective SOIR for errored TN |
| 111 | Street name is too long | The street name with thoroughfare and suffix on the incoming SOIR contains too many characters | Determine the correct MSAG valid street name and submit corrective SOIR for errored TN |
| 112 | Street name has invalid characters | The street name for the street on the incoming SOIR contains invalid characters | Determine the correct MSAG valid street name and submit corrective SOIR for errored TN |
| 113 | Community name is too long | The community name on the incoming SOIR contains too many characters | Determine the correct MSAG valid community name for the street address and submit corrective SOIR for errored TN |

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| Error Code | Error Message | Occurs when... | Corrective Action for CLEC |
|------------|---|---|--|
| 114 | Community name has invalid characters | The community name for the street on the incoming SOIR contains invalid characters | Determine the correct MSAG valid street name and community and submit corrective SOIR for errored TN |
| 115 | Service Class Invalid | The incoming record contains a class of service other than C, D,E,F and the NPA/NXX is identified as a CLEC. | Submit corrective SOIR with valid class of service C, D, E or F |
| 116 | House number suffix is too long | The house number suffix on the incoming SOIR contains too many characters | Determine the correct house number suffix and submit corrective SOIR for errored TN |
| 120 | TN is incorrectly formatted | The TN on an incoming SOIR is not made up of ten numeric characters. | Check the NPANXX in the record for all numeric and no blanks. Submit E FOC with NPANXX of errored TN to delete error record then re-submit SOIR with correct TN |
| 126 | Invalid type of service | The type of service on an incoming SOIR contains a type of service value other than 0 or 3 | Submit SOIR with valid type of service, 0 or 3 |
| 701 | House number is not in MSAG range | The house number on the incoming SOIR is not found in the house number range for the street and community on the MSAG | Determine if the street range exists in the MSAG. <ul style="list-style-type: none"> If the house number on the SOIR is correct but is not in the MSAG, issue an AVR to the E911 coordinator to update the MSAG house number range If the house number on the SOIR is incorrect issue a SOIR with the correct house number that matches the MSAG house number range |
| 702 | Record already exists, insert not allowed | The SOIR has a FOC of I and attempts to insert a TN into the database that already exists | Using the image of the existing record that is sent with the error, determine if the existing database TN is incorrect or if the SOIR error is incorrect. <ul style="list-style-type: none"> If the existing database TN is incorrect, resubmit the SOIR with a FOC of C to overlay the existing data with the SOIR data If the error record TN is incorrect, resubmit a SOIR with FOC of E to delete the errored record and then resubmit another SOIR for the correct TN |

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| Error Code | Error Message | Occurs when... | Corrective Action for CLEC |
|------------|---|--|--|
| 704 | Record does not exist for delete | The TN for the incoming SOIR does not exist in the database | Determine if the account has been disconnected: <ul style="list-style-type: none"> If disconnected, submit E FOC SOIR to delete error record If error record was issued for invalid TN, submit E FOC SOIR to delete error record and resubmit new D FOC SOIR for correct TN |
| 705 | Main account record not found for delete | The main account TN on the incoming SOIR does not exist in the database | Determine if the account has been disconnected: <ul style="list-style-type: none"> If disconnected, submit E FOC SOIR to delete error record If error record was issued for invalid TN, submit E FOC SOIR to delete error record and resubmit new D FOC SOIR for correct TN |
| 709 | Street not found in MSAG | The directional prefix, street name, community or state on the incoming SOIR cannot be found in the MSAG | Determine if the street exists in the MSAG: <ul style="list-style-type: none"> If the prefix, street, community and state shown on the error record is not found in the MSAG issue an AVR to the E911 Coordinator to have the MSAG updated (Note: Once the MSAG is updated the error record will process and load.) If the prefix, street, community or state on the error record is incorrect and a valid MSAG entry exists, resubmit a corrective SOIR |
| 710 | Customer code doesn't match on change | The customer code shown for the incoming SOIR doesn't match the customer shown on the existing database record | Determine the correct customer code and resubmit corrective SOIR with customer code of 999 or blanks |
| 711 | Customer code or street name does not match on delete | The customer code, directional prefix, street name and suffix on the incoming SOIR does not match the TN in the database | Using the image of the existing record that is sent with the error, determine if the TN in the database should be deleted <ul style="list-style-type: none"> If the existing database TN is should be deleted, resubmit a correct D FOC SOIR If the existing database TN should not be deleted and the error record TN is incorrect, resubmit a SOIR with FOC of E to delete the errored record and then resubmit another SOIR for the correct TN |

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| Error Code | Error Message | Occurs when... | Corrective Action for CLEC |
|------------|--|---|--|
| 712 | Record does not exist for change | The incoming C FOC SOIR TN is not found in the TN database | Determine if the error record TN is valid: <ul style="list-style-type: none"> If error record TN is valid, no action is necessary. Processing in the TN database will change the C FOC to an I FOC and insert the record. If the error record TN is invalid, resubmit a D FOC SOIR to delete the TN from the TN database and then resubmit the C FOC SOIR for the correct TN |
| 713 | TN and main account mismatch | The main account shown on the incoming SOIR doesn't match the main account shown on the database record. (NOTE: This error will occur frequently if the CLEC attempts to use main account/sub account processing.) | Submit D FOC on existing database record to delete TN with different main account and IFOC with appropriate changes on corrective SOIR showing the TN and the main account as the same number. |
| 729 | Change failed, completion date conflict with disconnect file | An incoming SOIR contains a completion date that is equal to or earlier than the completion date of the record that has been deleted | Determine if TN is valid and should be changed <ul style="list-style-type: none"> If TN is valid submit corrective SOIR with changes showing a completion date that is later than the disconnect date If the TN is invalid, submit E FOC to delete error record |
| 730 | Insert failed, completion date conflict with disconnect file | The incoming insert SOIR is for a TN that has been disconnected and the date on the insert SOIR is the same or prior to the date of the disconnected TN. | Determine if the insert record should have posted prior to the disconnect: <ul style="list-style-type: none"> If yes, issue E FOC SOIR to delete the error record If no, issue resubmit I FOC SOIR with completion date later than disconnect date |
| 731 | Change failed, completion date conflict with TN database | The incoming change SOIR has a completion date that is the same or prior to the date of the TN shown in the database | Determine the correct sequence of order activity for the TN: <ul style="list-style-type: none"> If the error record change is correct, resubmit C FOC SOIR with later completion date If error record is incorrect, submit E FOC SOIR to delete error record |
| 732 | Record in disconnect with greater completion date | The incoming change SOIR has a completion date that is the same or prior to the date of the TN in the disconnect file | Determine the correct sequence of order activity for the TN: <ul style="list-style-type: none"> If the error record change is correct, resubmit C FOC SOIR with later completion date If error record is incorrect, submit E FOC SOIR to delete error record |
| 735 | Delete failed, record in TN database has same completion | The incoming delete SOIR has a completion date that is the same completion date | Determine the correct sequence of order activity for the TN: <ul style="list-style-type: none"> If the error record delete is correct, |

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| Error Code | Error Message | Occurs when... | Corrective Action for CLEC |
|------------|---|---|--|
| | | of the TN in the database | resubmit D FOC SOIR with later completion date <ul style="list-style-type: none"> If error record is incorrect, submit E FOC SOIR to delete error record |
| 738 | MSAG update caused a TN error | This error is not generated as a result of incoming SOIR but is generated when SCC performs a MSAG update that deletes the address shown on the TN record | Contact SCC Data Analyst for resolution. |
| 739 | Invalid house number format | The incoming SOIR contain special or invalid characters for an alpha or alphanumeric house number | Determine correct house number for TN and resubmit correct SOIR |
| 741 | Update not allowed, flagged for PS-ALI/PinPoint | The TN on the incoming SOIR belongs to a TN that is shown for a PS-ALI or PinPoint PBX customer | Submit E FOC SOIR to delete error record |
| 751 | Invalid function code | The incoming SOIR contains an invalid function code. Valid function codes are: C=CHANGE D=DELETE I=INSERT E=DELETE ERROR U=UNLOCK M=MIGRATE | Resubmit the SOIR with valid function code |
| 752 | Invalid company ID | The incoming SOIR contains an invalid NENA ID | Resubmit the SOIR with a valid NENA ID |
| 753 | No record exists on unlock | The TN on the incoming unlock SOIR does not exist in the TN database | Determine if the correct TN was sent on the error record: <ul style="list-style-type: none"> If correct, submit IFOC SOIR for TN and then resubmit U FOC SOIR If incorrect, submit E FOC SOIR to delete error record |
| 754 | No record exists on lock | The TN on the incoming Migrate SOIR does not exist in the database. | Determine if the error record TN is valid: <ul style="list-style-type: none"> If error record TN is valid, no action is necessary. Processing in the TN database will change the M FOC to an I FOC and insert the record. If the error record TN is invalid, resubmit a E FOC SOIR to delete the error record |
| 755 | Unable to migrate locked record | The TN in the database for the incoming Migrate SOIR shows a locked status | Determine if the error record TN is valid: <ul style="list-style-type: none"> If valid, contact the donor company to issue an unlock SOIR. The error record will process once the unlock SOIR is received. |

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| Error Code | Error Message | Occurs when... | Corrective Action for CLEC |
|------------|--|--|--|
| | | | <ul style="list-style-type: none"> If the error record TN is invalid, resubmit a E FOC SOIR to delete the error record |
| 756 | Company code mismatch on change | The NENA ID on the incoming C FOC SOIR does not match the NENA ID of the TN record in the database | Determine if the error record NENA ID is valid: <ul style="list-style-type: none"> If valid, contact the donor company to issue an unlock SOIR and resubmit the SOIR as a M FOC with the appropriate changed data If the error record NENA ID is invalid, resubmit a E FOC SOIR to delete the error record |
| 757 | Company code mismatch on delete | The NENA ID on the incoming D FOC SOIR does not match the NENA ID of the TN record in the database | Determine if the error record NENA ID is valid: <ul style="list-style-type: none"> If valid, contact the donor company to issue an unlock SOIR and resubmit the SOIR as a M FOC to migrate the record and the a subsequent D FOC to delete the TN record If the error record NENA ID is invalid, resubmit a E FOC SOIR to delete the error record |
| 758 | Company code mismatch on unlock | The NENA ID on the incoming U FOC SOIR does not match the NENA ID of the TN record in the database | Determine if the error record NENA ID is valid: <ul style="list-style-type: none"> If valid <ul style="list-style-type: none"> contact the donor company to issue an unlock SOIR resubmit the SOIR as a M FOC to migrate the record resubmit a subsequent U FOC to unlock If the error record NENA ID is invalid, resubmit a E FOC SOIR to delete the error record |
| 760 | Lock exceeds number of retries | The 755 error for a Migrate order is unsuccessful for 30 days | No action required. SCC will take appropriate action based on dial tone ownership as shown in NPAC. CLEC will receive notification of action taken for the TN on the weekly NPAC Validation report. |
| 762 | NENA ID required for U or M FOC SOIR | The incoming U or M SOIR does not have a valid 3 to 5 digit NENA ID | Submit E FOC to delete SOIR record from error Resubmit correct U or M SOIR with valid NENA ID |
| 781 | Error record does not exist for delete | The incoming E FOC TN cannot be found in the error database | Verify the TN on the E FOC SOIR record matches the TN in the error database: <ul style="list-style-type: none"> If TN matches, no action required. The errored record has been previously deleted or resolved. If TN doesn't match re-submit E FOC SOIR for correct TN |

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| Error Code | Error Message | Occurs when... | Corrective Action for CLEC |
|------------|---|--|--|
| 782 | Company code mismatch on error delete | The incoming E FOC TN contains a NENA company ID that does not match the NENA ID shown on the TN in the error database | Verify the NENA ID on the E FOC SOIR record matches the TN in the error database: <ul style="list-style-type: none"> ▪ If NENA ID matches, no action required. The errored record has been deleted or resolved. ▪ If NENA ID doesn't match re-submit E FOC SOIR for correct NENA ID |
| 783 | Unlock failed; main account has sublines | The incoming U FOC TN is in the database as a main account with other TNs shown as sublines but no U FOC was received on the sublines (Note: Since the CLEC main account and Calling number TN are to be the same TN, this error would be received only if the TN in the database had been submitted with a different main account on a previous SOIR.) | There are two possible corrective actions: <ol style="list-style-type: none"> (1) If all accounts shown with the main account are to be unlocked submit a U FOC for each TN associated with the original main account. (2) If all accounts are not to be unlocked submit a D FOC for the existing subline showing the erroneous main account and then resubmit an I FOC for the TN shown with the Calling number TN as the main account. |
| 792 | I FOC record exists with a different Company ID | The TN shown on the I FOC SOIR has a different NENA Company ID than the existing TN in the database | Verify the TN on the errored record: <ul style="list-style-type: none"> ▪ If the TN is correct and is to be migrated, submit an E FOC on the error record SOIR and then resubmit a corrective SOIR with appropriate record changes as a M FOC ▪ If the TN on the error record is incorrect, submit an E FOC to delete the error record. |

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TN ERROR CORRECTION ESCALATION PROCEDURES

As stated earlier in this tab, it is imperative that all errors must be corrected as soon as possible. Until an error is corrected, the information for that subscriber will either be in the database incorrectly or not in the database at all. This could result in E911 calls being directed to the wrong PSAP and having to be transferred to the appropriate PSAP.

The following procedures have been established in an effort to ensure errors are resolved in an expeditious manner:

1. An error occurs when updates to the E911 database do not pass database edits. Errors are sent to the CLEC on a daily basis. Errors are sorted in TN order and an error code is provided on each error to aid the user in identifying the erroneous information.
2. When an error remains uncorrected in the database for 16 days, a letter will be sent to the CLEC with a list of their errors that are over 15 days old for correction. The SCC Data Analyst will send this letter to their CLEC counterpart. (TN error correction letter # 1)
3. When an error remains uncorrected in the database for 31 days, a letter will be sent to the CLEC with a list of their errors that are over 30 days old, for correction. The SCC Database Supervisor will send this letter to their CLEC counterpart. (TN error correction letter # 2)
4. When an error remains uncorrected in the database for 46 days, a letter will be sent to the CLEC with a list of their errors that are over 45 days old for correction. The SCC Database Manager will send this letter to the BellSouth CLEC E911 Implementation Manager for escalation. (TN error correction letter # 3)

The BellSouth CLEC E911 Implementation Manager will obtain the contacts for step 3 from the CLEC.

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TN ERROR CORRECTION LETTER #1

DATE:

TO: CLEC

FROM: (ANALYST'S NAME & PHONE NUMBER)
SCC Communications, Inc.

SUBJECT: PENDING E911 ERRORS

Attached is a list of account errors for your company which are currently in error status in the E911 database which are over 15 days old.

As a reminder, accounts that are in error are not available for retrieval in the event of an emergency call. We need your assistance in ensuring that corrections are made in a timely manner by reviewing the attached list and make corrections as appropriate. If MSAG changes are required, please contact the appropriate County coordinator or I may be contacted for assistance in notifying the County.

Your help with this matter is appreciated.

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TN ERROR CORRECTION LETTER #2

DATE:

TO: CLEC

FROM: (DIU SUPERVISOR & PHONE NUMBER)
SCC Communications, Inc.

SUBJECT: PENDING E911 ERRORS

On (ENTER DATE) a list of outstanding E911 errors over 15 days old was sent to your company for correction. Included in the attached list are errors that are now over 30 days old. Your immediate attention to these errors is required. Someone's life could depend on it. Each subscriber listed will not be included in the E911 database until such time as the error is resolved. If an emergency call is made from that account, the attendant would have voice contact only but no ALL information.

If MSAG changes are required, please contact the appropriate County coordinator or I may be contacted for assistance in notifying the County.

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TN ERROR CORRECTION LETTER #3

DATE:

TO: BST INTERCONNECTION SERVICES CLEC IMPLEMENTATION MANAGER

FROM: (Director of Data Operations & Phone Number)
SCC Communications, Inc.

SUBJECT: PENDING E911 ERRORS

The attached list of errors for (ENTER CO NAME) were escalated on _____ and on _____ for resolution. As of today's date, the attached errors are now over 45 days old.

I would appreciate your help by providing escalation of this matter to the Carrier company within 10 days. Please contact me if assistance is needed.

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TAB 7

LNP PROCESSES

| <u>INDEX</u> | <u>PAGE</u> |
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| NPAC VALIDATION PROCESS | 5 |
| NPAC VALIDATION REPORT | 5 |
| NPAC VALIDATION REPORT FORMAT | 5 |
| NPAC VALIDATION REPORT COLUMN DESCRIPTIONS/SUGGESTED ACTION | 6 |
| 1. MIGRATES DELETED/DELETE DATE: | 6 |
| 2. MIGRATES COMPLETED/MIGRATE DATE: | 6 |
| 3. UNLOCKED TNS/UNLOCK DATE: | 6 |
| 4. RELOCKED TNS/RELOCK DATE: | 6 |
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OVERVIEW

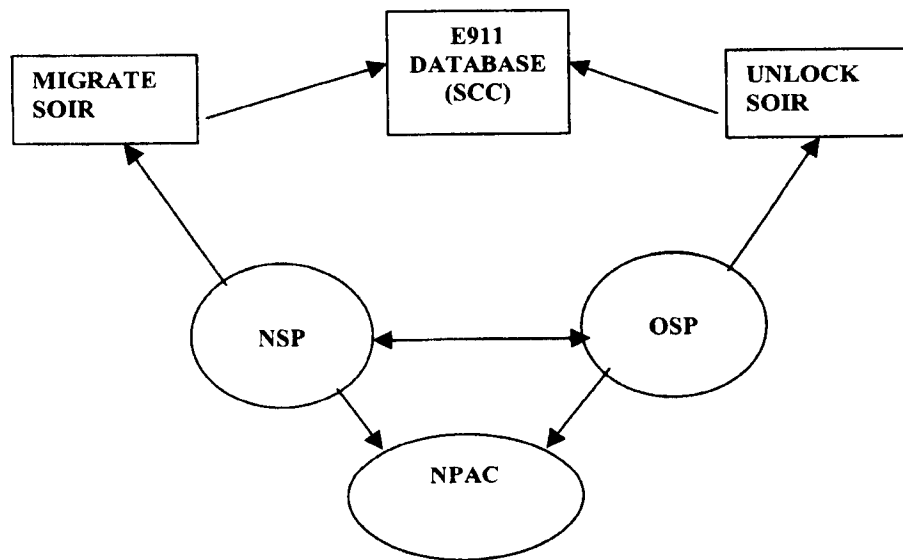
As mandated by the Telecommunications Act of 1996, subscribers, regardless of their current local service provider, will be able to choose the local service provider of their choice and retain their current telephone number.

The E911 database has been modified to accommodate this change so that the PSAP display reflects the current local service provider company. There are two new FOC (function of change) codes, U and M that accomplish this.

The current local service provider will issue a service order which will allow the TN record to be "unlocked" (U) or available. The new local service provider will issue an update on the TN to "lock" (M) the record with the information for the new company. Reports, shown in this tab are available to the CLEC for review and handling as appropriate.

The CLEC is **fully responsible** for submitting the needed U or M as appropriate to update the E911 database. In order to protect the integrity of the E911 data, SCC and BST has also implemented a validation process using the NPAC (Number Portability Administration Center) database to identify the correct dial tone owner. The U and M process, the error processes and the NPAC validation processes are discussed in detail in this tab.

The high level chart shown below depicts the LNP/E911 service order process:



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DAILY ERROR REPORT FORMAT

The error report is faxed daily to the CLEC for investigation and resolution. CLEC LNP E911 errors are resolved using the SOIR processes as outlined in the section for LNP error resolution.

```
ACT CODE M ERR1-755 UNABLE TO MIGRATE LOCKED REC  ERR2-  ERR3-
OSP BELSO
TN 101-555-3300  CUS CODE 999  CS C  TYPE SVC 0  BATCH #
57100120001-109
HOUSE # 111                LOCATION
DIR      STREET MAPLE LN
COMMUNITY ANYTOWN          EXCH ANTN
STATE KY  TAR 00817
NAME SMITH, JACK           MAIN ACCOUNT
101-555-3300 SO# NP2T55
COMMENT
SO REC DATE 07-30-93
LAST MOD TNUSIPUS 07-30-93 22:58:02  CP DATE 07-30-93  USERID
```

The example shown depicts the 755 error that includes the OSP ID in the upper left corner. This information is provided for the CLEC as the NSP to determine why the record is not unlocked from the donor company. Other error codes do not contain this information and will be formatted as shown in Tab 6.

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LNP ERROR CODES AND CORRECTIVE ACTION

| Error Code | Error Message | Occurs when... | Corrective Action for CLEC |
|------------|---------------------------------|---|---|
| 751 | Invalid function code | The incoming SOIR contains an invalid function code. Valid function codes are: C=CHANGE D=DELETE I=INSERT U=UNLOCK M=MIGRATE | If TN is in locked status <ul style="list-style-type: none"> Resubmit the SOIR with valid function code If TN is in unlocked status <ul style="list-style-type: none"> Resubmit SOIR with M FOC and any appropriate changed data |
| 752 | Invalid company ID | The incoming SOIR contains an invalid NENA ID | Resubmit the SOIR with a valid NENA ID |
| 753 | No record exists on unlock | The TN on the incoming unlock SOIR does not exist in the TN database | Determine if the correct TN was sent on the error record: <ul style="list-style-type: none"> If correct, submit IFOC SOIR for TN and then resubmit unlock SOIR If incorrect, submit E FOC SOIR to delete error record |
| 754 | No record exists on lock | The TN on the incoming Migrate SOIR does not exist in the database. | Determine if the error record TN is valid: <ul style="list-style-type: none"> If valid, no action is necessary. Processing in the TN database will change the M FOC to an I FOC and insert the record. If invalid, resubmit a E FOC SOIR to delete the error record |
| 755 | Unable to migrate locked record | The TN in the database for the incoming Migrate SOIR shows a locked status | Determine if the error record TN is valid: <ul style="list-style-type: none"> If valid, contact the donor company to issue an unlock SOIR. The error record will process once the unlock SOIR is received. If invalid, resubmit a E FOC SOIR to delete the error record |
| 756 | Company code mismatch on change | The NENA ID on the incoming C FOC SOIR does not match the NENA ID of the TN record in the database | Determine if the error record NENA ID is valid: <ul style="list-style-type: none"> If valid, contact the donor company to issue an unlock SOIR and resubmit the SOIR as a M FOC with the appropriate changed data If invalid, resubmit a E FOC SOIR to delete the error record |
| 757 | Company code mismatch on delete | The NENA ID on the incoming D FOC SOIR does not match the NENA ID of the TN record in the database | Determine if the error record NENA ID is valid: <ul style="list-style-type: none"> If valid, contact the donor company to issue an unlock SOIR and resubmit the SOIR as a M FOC to migrate the record and the a subsequent D FOC to delete the TN record If invalid, resubmit a E FOC SOIR to delete the error record |

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| Error Code | Error Message | Occurs when... | Corrective Action for CLEC |
|------------|---|---|--|
| 758 | Company code mismatch on unlock | The NENA ID on the incoming U FOC SOIR does not match the NENA ID of the TN record in the database | Determine if the error record NENA ID is valid. If valid: <ul style="list-style-type: none"> Contact the donor company to issue an unlock SOIR Resubmit the SOIR as a M FOC to migrate the record Resubmit a subsequent U FOC to unlock If invalid: <ul style="list-style-type: none"> Resubmit a E FOC SOIR to delete the error record |
| 760 | Lock exceeds number of retries | The 755 error for a Migrate order is unsuccessful for 30 days | No action required. SCC will take appropriate action based on dial tone ownership as shown in NPAC. CLEC will receive notification of action taken for the TN on the weekly NPAC Validation report. |
| 761 | Pilot company code mismatch | The incoming SOIR for a subline TN has a different NENA ID than the main account NENA ID | Determine if the error record NENA ID for the TN is valid. If valid: <ul style="list-style-type: none"> contact the donor company to issue an unlock SOIR on the main account TN submit a M FOC SOIR for the main account If invalid: <ul style="list-style-type: none"> resubmit a E FOC SOIR to delete the error record |
| 762 | NENA ID required for U or M FOC SOIR | The incoming U or M SOIR does not have a valid 3 to 5 digit NENA ID | Resubmit U or M SOIR with valid NENA ID |
| 792 | I FOC record exists with a different Company ID | The TN shown on the I FOC SOIR has a different NENA Company ID than the existing TN in the database | Verify the TN on the errored record: <ul style="list-style-type: none"> If the TN is correct and is to be migrated, submit an E FOC on the error record SOIR and then resubmit a corrective SOIR with appropriate record changes as a M FOC If the TN on the error record is incorrect, submit an E FOC to delete the error record. |

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NPAC VALIDATION PROCESS

The business goal of E911/LNP is to accurately display to the PSAP the correct dial tone owner company information in case of an emergency call. In support of that business goal, SCC and BST implemented a LNP E911 process with reports to ensure that the dial tone ownership of the E911 database record is accurate in the event that the normal SOIR process is delayed. *The new processes do not circumvent the CLEC's or BellSouth's responsibility to issue all appropriate Migrate and/or Unlock orders to SCC and to handle errors as they are received.*

A 755 Migrate error will now remain in an error status for a period of 30 days awaiting the corresponding unlock SOIR. This allows the donor and /or the recipient company additional time to receive and process the NPAC activate message and issue the corresponding record to SCC.

Once a 755 error has transitioned to a 760 error at the expiration of a 30-day interval, SCC will do an NPAC validation on the migrating TN. Based on the dial tone ownership as shown in NPAC, SCC will either (1) unlock the donor record so that the migrating record will be processed or (2) delete the 760 error caused by a migrating order that has not been activated in NPAC or (3) relock a record to the donor company or (4) change the company ID to the correct dial tone owner.

SCC will review all migrate and/or unlock service orders received after validation and processing for applicability.

NPAC VALIDATION REPORT

A report of NPAC validation activity has been developed for the CLECs' use in investigation and correction of their end user records to match the information as shown in NPAC. The report format, description of columns and suggested action for investigation is shown.

NPAC VALIDATION REPORT FORMAT

Delivered: xx/xx/xx

LNP/E911 NPAC VALIDATION REPORT
COMPANY ID: CLECX

Week of: xx/xx

| Migrates Deleted | Delete Date | Migrates Completed | Migrate Date | Unlocked TNs | Unlock Date | Relocked TNs | Relock Date | NENA ID Changed | Date |
|------------------|-------------|--------------------|--------------|--------------|-------------|--------------|-------------|-----------------|---------|
| 206-555-0911 | 2/27/00 | 206-555-0911 | 2/27/00 | 206-555-0911 | 2/27/00 | 206-555-0911 | 2/27/00 | 206-555-0911 | 2/27/00 |
| 206-555-0911 | 2/27/00 | 206-555-0911 | 2/27/00 | 206-555-0911 | 2/27/00 | 206-555-0911 | 2/27/00 | 206-555-0911 | 2/27/00 |
| 206-555-0911 | 2/28/00 | 206-555-0911 | 2/28/00 | 206-555-0911 | 2/28/00 | 206-555-0911 | 2/28/00 | 206-555-0911 | 2/27/00 |
| 206-555-0911 | 2/28/00 | 206-555-0911 | 2/28/00 | | | 206-555-0911 | 2/28/00 | 206-555-0911 | 2/27/00 |
| 206-555-0911 | 2/29/00 | 206-555-0911 | 2/29/00 | | | 206-555-0911 | 2/29/00 | 206-555-0911 | 2/27/00 |
| 206-555-0911 | 2/29/00 | 206-555-0911 | 2/29/00 | | | 206-555-0911 | 2/29/00 | 206-555-0911 | 2/27/00 |
| 206-555-0911 | 3/1/00 | 206-555-0911 | 3/1/00 | | | 206-555-0911 | 3/1/00 | 206-555-0911 | 2/27/00 |
| 206-555-0911 | 3/1/00 | 206-555-0911 | 3/1/00 | | | 206-555-0911 | 3/1/00 | 206-555-0911 | 2/27/00 |
| 206-555-0911 | 3/2/00 | | | | | 206-555-0911 | 3/2/00 | 206-555-0911 | 2/27/00 |
| 206-555-0911 | 3/2/00 | | | | | 206-555-0911 | 3/2/00 | 206-555-0911 | 2/27/00 |

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NPAC VALIDATION REPORT COLUMN DESCRIPTIONS/SUGGESTED ACTION

1. MIGRATES DELETED/DELETE DATE:

Description: This column depicts a migrate TN 760 error that has been deleted by SCC (after aging 30 days) because the Migrating company is not shown as the dial tone owner after NPAC validation. This situation depicts a migrate record that has been sent to SCC but no LSR has been sent to the NPAC to generate an activate message by the Donor company. The deleted date indicates the date action was taken by SCC. The record remains locked to the Donor company.

Action: Migrating company should verify that the TN is their valid customer. If so, a new LSR should be generated to the NPAC and a new migrate order submitted to SCC.

2. MIGRATES COMPLETED/MIGRATE DATE:

Description: This column depicts a TN 760 migrate error that aged 30 days. SCC has validated the TN in NPAC as belonging to the Migrating company, manually unlocked the record, and processed the migrate record for transition to the new dial tone owner. The unlocking of the record is completed without validation of the Donor company. The migrate date indicates the date action was taken by SCC.

Action: TNs migrated from 760 errors do not require additional action by the Migrating company.

3. UNLOCKED TNs/UNLOCK DATE:

Description: This column depicts a Donor company TN that has been unlocked by SCC based on validation in NPAC. NPAC shows that the TN dial tone owner is now the migrating company. The unlock action by SCC was completed without any unlock order received from the Donor company. The unlock date indicates the date action was taken by SCC.

Action: Investigate to determine why the unlock order was not sent to SCC.

4. RELOCKED TNs/RELOCK DATE:

Description: This column depicts TNs that were in an unlocked status and no migrate order had been received within the 30-day window. Based on SCC's NPAC validation, the Donor company is still the dial tone owner. The relock date indicates the date action was taken by SCC.

Action: No action required.

5. NENA ID CHANGED/DATE:

Description: This column depicts a Donor company TN that has been unlocked for 30 days. SCC has validated in NPAC the dial tone owner of this TN to be another CLEC other than the Donor company. Based on this NPAC validation, SCC's action is to change only the Company ID to that of the Recipient company/dial tone owner. However, no migrate record was received by SCC from the Recipient company. The date indicates the date action was taken by SCC.

Action: Investigate and send a migrate order to SCC to ensure the customer record information is accurate. Without a migrate order, the customer address information will remain that of the old donor company.

The new processes do not circumvent the CLEC's or BellSouth's responsibility to issue all appropriate Migrate and/or Unlock orders to SCC and to handle errors as they are received.

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TAB 8

ADDRESS VERIFICATION REQUEST

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INDEX

ADDRESS VERIFICATION REQUESTS PROCESS FLOW

The Address Verification Request (AVR) is initiated by SCC and/or the CLEC to forward address discrepancies to the E911 Coordinator when service orders for CLEC subscriber accounts are rejected due to invalid street information or when there is a CLEC address discrepancy that has been indicated on a PSAP Inquiry. Telephone contact with the E911 Coordinator and/or subscriber may be necessary to resolve these discrepancies.

It is recommended that the following procedures be followed when administering AVRs to the E911 Coordinator.

- An AVR should be handled via telephone when there is working telephone service at the address in question. Every effort must be made to resolve the discrepancy as quickly as possible.
- When mailing multiple AVRs, attach an AVR Cover Letter.
- Maintain an AVR Log and follow-up on outstanding AVRs every two(2) weeks.
- Send a follow-up letter if a response is not received within two(2) weeks.
- Make a telephone call if response is not received within two(2) weeks.

This process should be used only when the CLEC has investigated the discrepancies and is reasonably sure that no action is necessary on the part of the CLEC. It may be advisable for the CLEC to call their customers to assist in obtaining current street address information before issuing an AVR to the E911 Coordinator for investigation. If investigation determines that CLEC subscriber records are erroneous, it is the responsibility of the CLEC to submit a corrected SOIR.

If investigation determines that the problem is a result of MSAG records that need to be added or changed, the AVR is sent to E911 Coordinator to initiate a MSAG ledger to SCC. Once the MSAG update has been made by SCC, the AVR will be returned to the CLEC by either SCC or the E911 Coordinator noting the changes made. The CLEC subscriber record(s) may then be retransmitted.

The CLEC is responsible for the ordering of AVR forms and must use the format as described in this tab.

The AVR form with field descriptions, preparation procedures and administration are covered in this document.

E911 ADDRESS VERIFICATION REQUEST (AVR) FORM

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E911 Address Verification Request

| | | | | | | | | | |
|--|-------------------------|--------------------------------|---------------|---|--|---------------------|------------------|-----------------------------------|-----------------|
| Date | | County/City/Parish | | Prepared by | | Telco Name | | Serial Number | |
| For Telephone Company Use Only | | | | Verification of | | Service Order Error | | Other. See | |
| | | | | MSAG Ledger # | | MSAG Ledger # | | Comments <input type="checkbox"/> | |
| <input type="checkbox"/> AVR Handled Via Mail (Please Verify) | | | | <input type="checkbox"/> AVR Handle Via Telephone | | | | | |
| <input type="checkbox"/> Directional <input type="checkbox"/> Community <input type="checkbox"/> Other <input type="checkbox"/> Street Name <input type="checkbox"/> Range <input type="checkbox"/> Street Not in MSAG <input type="checkbox"/> O/E/B <input type="checkbox"/> Customer At <input type="checkbox"/> ESN | | | | Authorized By _____ Date _____ Time _____ * The date for this AVR was input into the MSAG as noted. If changes are required return this form with your corrections within ten days. | | | | | |
| Existing MSAG Entry | Directional | | | Street Name | | | State | | |
| | Low Range | High Range | O/E/B | Community | | | ESN | **Exchange | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Comments | | | | | | | | | |
| | | | | | | | | | |
| For County/City Parish Response <input type="checkbox"/> Insert <input type="checkbox"/> Change <input type="checkbox"/> Delete | | | | | | | | | |
| Desired MSAG Entry | Directional | | | Street Name | | | State | | |
| | Low Range | High Range | O/E/B | Community | | | ESN | **Exchange | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Comments | | | | | | | | | |
| | | | | | | | | | |
| Date Received | | Date Returned if Appropriate | | | | Authorized by | | | |
| For CLEC Use ➔ | Received | Referred to SCC if Appropriate | | | | | | Clerks Initials | |
| | For SCC Use ➔ | Received | Input to MSAG | | | | Returned to CLEC | | Clerks Initials |
| **Input Not Required By County/City/Parish | | | | | | | | | |

The field descriptions are shown on the following pages.

E911 ADDRESS VERIFICATION REQUEST (AVR) (Continued)

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Field Descriptions:

1. Date: Enter the date the form is prepared.
2. County/City/Parish: Enter the E911 County/city/parish name.
3. Prepared By: Enter the name of the employee who prepares the form.
4. Tel Co. Name: Enter the CLEC Company name.
5. Serial Number: Enter the appropriate serial number. (Begin the first AVR of each year with the year, then the number of AVR sequence. For example, in 2000, the numbering begins with 00-001, 00-002, etc.)

***** FOR TELEPHONE COMPANY USE ONLY *****

6. Verification of: Check the appropriate box to reflect that the AVR was due to:
 - a. A service order error.
 - b. An MSAG Ledger (include ledger #).
 - c. Other (explain in the comments section).
7. AVR Handled via Mail: Check the appropriate box for the specific reason the AVR is prepared.
8. AVR Handled via Telephone: Enter the name of the person authorizing the update, as well as the date and time discussed.
9. Existing MSAG Entry: Enter only current MSAG information that is being changed or deleted.
10. Directional: Enter the directional indicator, N, S, E, W, NE, NW, SE OR SW. If no direction, leave blank.
11. Street Name: Enter the name of the street including the standard thoroughfare designation (ST, AV, etc.)
12. State: Enter the standard abbreviation for the state.
13. Low Range: Enter the lowest number in the street address range. If there is only one numbered address in the range, the low number will equal the high number. If the range is unnumbered, enter a line.
14. High Range: Enter the highest number in the street address range. If there is only one numbered address in the range, the low number will equal the high number. If the range is unnumbered, enter a line.
15. O/E/B: This describes the range. O = Only odd numbers in the range
E = Only even numbers in the range
B = Both odd and even numbers in the range.
16. Community: The name of the community in which the street and range exist.
17. ESN: Emergency Service Number.

***** FOR CLEC/SCC COMPANY USE ONLY *****

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18. Exchange: Entered by SCC when appropriate. This data represents the exchange area for the local exchange office. This field is left blank for CLEC.

19. Comments: Enter pertinent information not included elsewhere on the form.

***** FOR COUNTY/CITY/PARISH *****

20. Response: Check the appropriate box for your response: Insert, Change, Delete

21. Desired MSAG Entry: The E911 Coordinator will enter the MSAG information to be input into the system. (See #9 for explanation of fields.)

22. Comments: Any additional information is entered here.

23. Date Received: The date the form is received by the E911 Coordinator is entered here.

24. Date returned (I.A.): If the form is returned by the E911 Coordinator, the date is entered here. The form does not have to be returned unless the AVR is being handled via mail or if changes are required on a AVR handled via telephone.

25. Authorized by: The E911 Coordinator's clerk's initials are entered here.

26. **FOR CLEC USE:**
Received: Enter the date the AVR is received from the county/parish.

Referred to SCC: Enter the date referred to SCC for MSAG update (I.A.)

Clerk's initials: Enter the initials of the CLEC representative who handled the form.

27. **FOR SCC USE:**
Received: The date the AVR is received from CLEC.

Input to MSAG: Enter the date the information is entered into the MSAG.

Returned to CLEC: The date returned to CLEC.

Analyst's initials: Enter the initials of the SCC analyst who handled the form.

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AVR LOG

CLEC AVR tracking is the responsibility of the CLEC. An example of the log and the explanation of the fields follows:

| AVR LOG | | | | | | |
|---------------|-------------|-----------|-----------------------|---------------------|---------------|---------|
| Serial Number | Serial Name | Date Sent | Follow up Letter Sent | Telephone Call Made | Date Returned | Remarks |
| ① | ② | ③ | ④ | ⑤ | ⑥ | ⑦ |
| | | | | | | |
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Fields Identified

- SERIAL NUMBER: The serial number of the AVR.
- STREET NAME: The name of the street in jeopardy.
- DATE SENT: The date the AVR is sent to E911 Coordinator.
- TELEPHONE CALL MADE: The date the call is made to check status of AVR.
- FOLLOW-UP LETTER SENT: The date the follow-up letter is mailed.
- DATE RETURNED(I.A.): The date the AVR is returned, if appropriate.
- REMARKS: Add remarks here as appropriate.

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AVR COVER LETTER

The AVR Cover Letter is included when multiple AVRs are sent to the county/city/parish. An example of this letter is shown below:

| | | | |
|---|-------|---------------|-------|
| <u>AVR COVER LETTER</u> | | | |
| DATE: _____ ① | | | |
| TO: _____ ② | | FROM: _____ ③ | |
| _____ | | _____ | |
| _____ | | _____ | |
| <p>The following AVRs are being sent to you to resolve. Each address listed represents potential Record Not Found or Misroute conditions in your database, should those customers call 911.</p> | | | |
| <u>AVR SERIAL NUMBERS:</u> ④ | | | |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| Please forward the resolved AVRs back as soon as possible, but no later than _____ ⑤ | | | |
| If I can assist in any way, please call me at _____ ⑥ | | | |
| Attachment (s): | | | |

Instructions for Completing the AVR Cover Letter

1. Date: Enter the date the AVRs are completed.
2. To: Enter the name and address of the E911 Coordinator contact.
3. From: Enter the name and address of the CLEC Supervisor.
4. AVR Serial Numbers: List the serial numbers of the AVRs to be forwarded to the E911 Coordinator. (For example, in 1997, the numbering begins with 97-001, 97-002, 97-003, etc.)
5. Date AVRs Must Be Returned: Enter the date two (2) weeks from the date the AVRs are mailed, or ten (10) days, if resolved via telephone conversation.
6. Telephone Number: Enter the E911 Assistant Manager's telephone number.

AVR FOLLOW-UP LETTER AND TELEPHONE CALLS

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An AVR Follow-Up Letter is forwarded to the E911 Coordinator after telephone attempts to handle the AVR have been unsuccessful. The date the AVR Follow-Up Letter is sent to the E911 Coordinator must be noted in the Follow-Up Letter Sent section of the AVR Log.

If after two (2) weeks, the E911 Coordinator has not responded to the AVR Follow-up Letter, another telephone call should be made to the E911 Coordinator. The date the telephone call is made must be noted in the "Telephone Call Made" section of the AVR Log. An example of the AVR Follow-Up Letter is shown as follows:

| | | | |
|---|-------|-------------|-------|
| <u>AVR FOLLOW-UP LETTER</u> | | | |
| DATE: _____ | | | |
| TO: _____ | | FROM: _____ | |
| _____ | | _____ | |
| _____ | | _____ | |
| The following AVRs were sent to resolve and are still outstanding. | | | |
| <u>AVR SERIAL NUMBERS:</u> _____ | | | |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| Each street listed could represent subscribers not included in the E911 database. The caller will have voice communication with your dispatchers, but your dispatchers will not have ALI information displayed. Therefore, you are urged to provide a response as soon as possible. | | | |
| If I can assist in any way, please call me at _____. | | | |

FORMS

Blank forms are provided to be produced locally as needed.

1. AVR Verification Request
2. AVR Log
3. AVR Cover Letter
4. AVR Follow-Up Letter

E911 Address Verification Request

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| | | | | | | |
|---|--------------------|--|--|--|-----------------|-----------------|
| Date | County/City/Parish | Prepared by | Telco Name | Serial Number | | |
| For Telephone Company Use Only | | | Verification of Service Order Error _____ MSAG Ledger # _____ | Other, See Comments <input type="checkbox"/> | | |
| <input type="checkbox"/> AVR Handled Via Mail (Please Verify) <input type="checkbox"/> Directional <input type="checkbox"/> Community <input type="checkbox"/> Other <input type="checkbox"/> Street Name <input type="checkbox"/> Range <input type="checkbox"/> Street Not in MSAG <input type="checkbox"/> O/E/B <input type="checkbox"/> Customer At <input type="checkbox"/> ESN | | <input type="checkbox"/> AVR Handle Via Telephone Authorized By _____ Date _____ Time _____ * The date for this AVR was input into the MSAG as noted. If changes are required return this form with your corrections within ten days. | | | | |
| Existing MSAG Entry | Directional | | | Street Name | | State |
| | Low Range | High Range | O/E/B | Community | ESN | **Exchange |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Comments | | | | | | |
| | | | | | | |
| For County/City Parish Response <input type="checkbox"/> Insert <input type="checkbox"/> Change <input type="checkbox"/> Delete | | | | | | |
| Desired MSAG Entry | Directional | | | Street Name | | State |
| | Low Range | High Range | O/E/B | Community | ESN | **Exchange |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Comments | | | | | | |
| | | | | | | |
| Date Received | | Date Returned if Appropriate | | Authorized by | | |
| For CLEC Use ➡ | Received | Referred to BOC if Appropriate | | | | Clerks Initials |
| | Received | Input to MSAG | | Returned to NBEC | Clerks Initials | |
| **Input Not Required By County/City/Parish | | | | | | |

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[illegible]

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DATE: _____

TO: _____ FROM: _____

AVR SERIAL NUMBERS:

Please forward the resolved AVR's back as soon as possible, but no later than _____.

If I can assist in any way, please call me at _____

AVR FOLLOW-UP LETTER

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If I can assist in any way, please call me at _____

TAB 9

PSAP INQUIRIES

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OVERVIEW

E911 is a critical emergency service. Therefore, any address condition that interferes with a caller reaching the appropriate PSAP, and having an accurate display, must be corrected as quickly as possible. For this reason, the E911 Inquiry Form has been developed as a tool for the PSAP attendants to use in reporting address problems encountered with the E911 system.

PSAP Inquiry Forms will be forwarded to the CLEC from either SCC or directly from the E911 Coordinator. The inquiry form should be logged by the CLEC when received. An inquiry log form and instructions are provided in this tab. Once the inquiry has been handled, it should be returned to the originator or to SCC as appropriate.

The E911 Inquiry Form is divided into five (5) sections. (sample on the following page)

- GENERAL: information relating to the PSAP attendant preparing the form
- DATABASE: problems relating to the ALI data displayed at the PSAP
- REPAIR: problems relating to the network or equipment
- COMMENTS: input of additional pertinent information
- ACTION: response section

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E911 PSAP INQUIRY FORM

| E911 Inquiry | | | | | | | | | | | | | | | | | | | | |
|--|-----------|---|--|-----------|-----------|-------------------------------|--|--|----------------------------------|--|--|-----------------------------------|--|--|------------------------------------|--|--|------------------------------|--|--|
| PSAP Name | | System Name | | | | | | | | | | | | | | | | | | |
| Date of Call | | Time of Call | | | | | | | | | | | | | | | | | | |
| Did You Transfer Call? <input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, To _____ | | Serial # | | | | | | | | | | | | | | | | | | |
| Did You Receive Transfer? <input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, From _____ | | Operator | | | | | | | | | | | | | | | | | | |
| ANI TN | | ALI TN | | | | | | | | | | | | | | | | | | |
| Database Reason For Inquiry (Check All Boxes That Apply Complete Form and Provide Form to 911 Coordinator) | | | | | | | | | | | | | | | | | | | | |
| 1 <input type="checkbox"/> ALI Record Not Found (Display Shows Record Not Found) | | | | | | | | | | | | | | | | | | | | |
| 2 <input type="checkbox"/> Wrong ALI Display of | | | | | | | | | | | | | | | | | | | | |
| <table style="width: 100%;"><thead><tr><th></th><th style="text-align: center;">Displayed</th><th style="text-align: center;">Should Be</th></tr></thead><tbody><tr><td style="padding: 5px;"><input type="checkbox"/> Name</td><td style="border-bottom: 1px solid black; width: 300px;"></td><td style="border-bottom: 1px solid black; width: 300px;"></td></tr><tr><td style="padding: 5px;"><input type="checkbox"/> Address</td><td style="border-bottom: 1px solid black;"></td><td style="border-bottom: 1px solid black;"></td></tr><tr><td style="padding: 5px;"><input type="checkbox"/> Location</td><td style="border-bottom: 1px solid black;"></td><td style="border-bottom: 1px solid black;"></td></tr><tr><td style="padding: 5px;"><input type="checkbox"/> Community</td><td style="border-bottom: 1px solid black;"></td><td style="border-bottom: 1px solid black;"></td></tr><tr><td style="padding: 5px;"><input type="checkbox"/> ESN</td><td style="border-bottom: 1px solid black;"></td><td style="border-bottom: 1px solid black;"></td></tr></tbody></table> | | | | Displayed | Should Be | <input type="checkbox"/> Name | | | <input type="checkbox"/> Address | | | <input type="checkbox"/> Location | | | <input type="checkbox"/> Community | | | <input type="checkbox"/> ESN | | |
| | Displayed | Should Be | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Name | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Address | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Location | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Community | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> ESN | | | | | | | | | | | | | | | | | | | | |
| 3 <input type="checkbox"/> Misroute ... ESN Displayed _____ | | | | | | | | | | | | | | | | | | | | |
| 4 <input type="checkbox"/> Other _____ | | | | | | | | | | | | | | | | | | | | |
| Comments | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | |
| Repair Reason For Inquiry (Check All Boxes That Apply Report to Repair and Provide Form to 911 Coordinator For Records Only) | | | | | | | | | | | | | | | | | | | | |
| 1 <input type="checkbox"/> ANI Display <div style="margin-left: 20px;"><input type="checkbox"/> No ANI <input type="checkbox"/> Wrong ANI <input type="checkbox"/> ANI Failure (911-000x or 000-0000) <input type="checkbox"/> Anonymous Call</div> | | Comments | | | | | | | | | | | | | | | | | | |
| 2 <input type="checkbox"/> No ALI Display | | | | | | | | | | | | | | | | | | | | |
| 3 <input type="checkbox"/> Spurious Call (Caller Didn't Dial 911 - Static on Line) | | | | | | | | | | | | | | | | | | | | |
| 4 <input type="checkbox"/> Other | | | | | | | | | | | | | | | | | | | | |
| For Telco Use Only | | | | | | | | | | | | | | | | | | | | |
| Action <input type="checkbox"/> Trouble Cleared As of _____ <div style="margin-left: 20px;">Investigation Concluded. No Action Required as of _____</div> | | <input type="checkbox"/> Trouble Referred to ICO on _____ <div style="margin-left: 20px;">Trouble Referred to Other on _____</div> | | | | | | | | | | | | | | | | | | |
| Comments | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | |
| Part 1 - Resolution Copy Part 2 - File Copy Part 3 - Customer Copy | | | | | | | | | | | | | | | | | | | | |

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PSAP INQUIRY LOG

The following is an example of a PSAP Inquiry Log and instructions for completion:

| PSAP INQUIRY LOG | | | | RESPONSE CODE | | |
|--|-----------------------------|----------------------------|----------------------|---|------------------|--------------|
| County/City/Parish _____ Month/Year _____ | | | | 1 - Trouble Cleared, Enter Date 2 - No Trouble Found 3 - Referred to Repair | | |
| SERIAL NUMBER | DATE RECEIVED IN AFIG | NPA TELEPHONE NUMBER | E911 CALL DATE | ACTION TAKEN | DATE RETURNED | RESP CODE |
| ① | ② | ③ | ④ | ⑤ | ⑥ | ⑦ |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
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| | | | | | | |

Instructions For Completion

1. Serial Number Enter the serial number assigned by the E911 Customer
2. Date Received Enter the date the Inquiry was received
3. NPA/Telephone Number Enter the customer's NPA and telephone being referred on the Inquiry
4. 911 Call Date Enter the date of the 911 call
5. Action taken Enter the action taken to handle the inquiry
6. Date Returned Enter the date the Inquiry was returned to SCC
7. Response Code Enter the appropriate response code as follows:
1-Trouble Cleared, Enter date
2-No trouble found
3-Referred to repair

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PSAP INQUIRY FLOW

PSAP Inquiry Forms will be forwarded to the CLEC either directly from the E911 Coordinator or from SCC as appropriate. The inquiry form should be logged by the CLEC and the disposition noted. An inquiry log form and instructions are provided in this tab. Once the inquiry has been resolved, it should be returned to the originator or to SCC as appropriate. PSAP Inquiries returned to SCC should be sent to:

FAX: 888-778-7876
SCC Communications, Inc.
BellSouth Data Analyst
6285 Lookout Road
Boulder, CO 80301-3343

PSAP INQUIRY INVESTIGATION PROCEDURES

ALI RECORD NOT FOUND

The CLEC should investigate to determine why the TN record is not in the database. If the TN is found on the NRF report, check to see if the TN is valid. If valid, a SOIR should be sent to insert the TN record into the E911 database. If it is determined that the TN record is in the TN error file, a corrective SOIR should be sent to resolve the error. Once resolved, check action: "Trouble cleared as of (enter date) and return the form to the originator.

WRONG ALI DISPLAY OF:

The E911 Coordinator will complete the "Should be" section detailing correct information on the E911 Inquiry form, when the ALI displays incorrect information. The CLEC should investigate the discrepancies and make the appropriate database updates as described below:

• ADDRESS - COMMUNITY - LOCATION

Investigate as necessary with the E911 Coordinator to determine the correct address including a check for MSAG validity. Update the address information for the TN record by submitting a corrected SOIR with the valid information. Once resolved, check action: "Trouble cleared as of (enter date) and return the PSAP Inquiry to the originator or SCC, as appropriate.

If no change is needed to the TN record, check action: "Investigation Completed. No action required as of" (enter date) and return the PSAP Inquiry to the originator or SCC, as appropriate.

Return the original Inquiry to SCC.

ESN

Compare the ESN on the TN record to the MSAG ESN, for the address. If the ESNs match, forward the inquiry to SCC for further investigation noting action taken in the comment field.

If the ESN for the TN record does not match the ESN for the MSAG, submit a corrective SOIR record with the valid address. Check action: "Trouble cleared as of (enter date) and return the PSAP Inquiry to the originator or SCC, as appropriate.

If the MSAG is incorrect, issue an Address Verification Request (AVR) to the E911 Coordinator requesting a MSAG ledger for the appropriate change be forwarded to SCC. The E911 Inquiry should indicate the AVR sent in the comment section of the Inquiry. Check action: "Trouble cleared as of (enter date) and return the PSAP Inquiry to the originator or SCC, as appropriate.

MISROUTES

A misroute indicates the E911 call routed to the wrong PSAP. Routing is determined by the ESN associated with the matching address record in the MSAG database. Investigate as necessary with the E911 Coordinator to determine

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the correct address and submit a SOIR with the corrected address information. Check action: "Trouble cleared as of (enter date) and return the PSAP Inquiry to the originator or SCC, as appropriate.

If it is determined that the address for the TN record and the MSAG match, check action: "Trouble referred to other on (enter date)" and return to SCC for further investigation. If it is determined that a correction in the TN record is necessary, SCC will contact the CLEC for a new SOIR to be sent.

BLANK FORMS

Blank Forms may be reproduced locally as needed.

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E911 INQUIRY LOG

[illegible]

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TAB 10

NO RECORD FOUND (NRF)

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OVERVIEW

A No Record Found (NRF) condition occurs when a subscriber calls 911 and the system is unable to retrieve the database information and/or no information exists. The purpose of a NRF investigation is to:

- identify the reason a NRF occurred
- take corrective action to update the database, as necessary.

There are several reasons a record may not be available for retrieval:

- the record may be in an Error File
- the record may be "in the pipeline", between the time the subscriber has dial tone and the time the record is processed and entered into the database
- the record may not have been sent to be inserted into the database

NO RECORD FOUND (NRF) PROCESSING

Each PSAP in the region is served by a primary ALI processor and a secondary ALI processor. These processors alternate responses to ALI retrieval requests (bids) coming from the PSAP. Therefore, audit data, including NRF data, is found on the audit files from both the primary and secondary ALI processors. This data is combined to produce one NRF report.

NO RECORD FOUND (NRF) REPORT SCHEDULE

The NRF report will be generated every day, Sunday through Saturday. This report provides information about NRFs for investigation and is faxed daily to the CLEC. The following schedule has been developed for the distribution of daily NRF reports.

| | |
|--------------------|-------------------------------------|
| Fri/Sat/Sun's NRFs | NRF report distributed on Mon |
| Monday's NRFs | NRF report distributed on Tuesday |
| Tuesday's NRFs | NRF report distributed on Wednesday |
| Wednesday's NRFs | NRF report distributed on Thursday |
| Thursday's NRFs | NRF report distributed on Friday |

The Fri/Sat/Sun NRF reports printed on Monday will provide separate totals for each day.

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NO RECORD FOUND (NRF) REPORT LAYOUT

The NRF report is separated by CLEC and by state and sorted by telephone number.

Following is an example of the NRF report and the cover sheet used for the fax:

| DAILY NRF REPORT | | | | | |
|--------------------------------------|-----------------------|--------------------------------|--|------------------------|----------------|
| RUN DATE: 2000-04-11 12:05:38 | | | FOR COMPANY: BELLSOUTH MOBILITY | | |
| STATE | TN | BID DATE | COUNTY NAME | PSAP ID | STATUS |
| FL | (404) 555-1212 | 2000-04-10 14:32:41 MON | FULTON | C193-GAFULTONCO | OPENED |
| FL | (770) 529-2345 | 2000-04-10 15:23:01 MON | DEKALB | C145-GADEKALBCO | PENDERR |
| TOTAL NRFS: | | | | | 2 |

The NRF Report includes:

| | |
|-------------|--|
| Company | The name of the CLEC Company |
| Run Date | Date and time of NRF report creation |
| State | Two character state identifier |
| TN | The telephone number of the caller that resulted in the NRF, including NPA |
| Bid Date | Date, time and day of the week of the PSAP query (bid) that resulted in the NRF |
| County Name | The name of the county for the PSAP receiving the NRF |
| PSAP ID | 2 character state identifier, 8-10 character PSAP name and 4 character PSAP ID of the agency that received the NRF |
| Status | SCC status of referral: OPENED, PENDERR, REF-LEC |
| Total NRFS | Total number of NRFS for report |

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NO RECORD FOUND (NRF) REPORT INVESTIGATION

The CLEC will only be required to investigate and correct NRFs either not found in the E911 database or was in the error file at the time of the call.

The CLEC should:

- Determine if the TN should be in the E911 database.
 - If the TN should be in the database, a SOIR should be submitted to SCC to insert the TN or to resolve an outstanding error in the error file.
- Research why the record was not in the E911 database and take action to prevent further NRF occurrences.
- Advise SCC resolution action of NRF.

When all NRFs have been resolved and reported to SCC, the CLEC should file the NRF report and retain for a period of one (1) year from the date of the 911 call that resulted in the NRF.

All NRFs are initially assigned a system status of OPENED. This status may be changed by the SCC Data Analyst during an initial investigation prior to the NRF report being sent to the CLEC.

The status codes that will be sent on the report are:

PENDERR- the TN on the NRF report was found in the TN error file. The CLEC should refer to Tab6 of this document for resolution of the TN error.

REF-LEC- the TN is not found in the TN error file or in the TN database. The CLEC should investigate and submit the appropriate SOIR record to insert the subscriber data.

Once the CLEC has advised the SCC Data Analyst of the resolution, the status of the NRF TN will be changed to CLOSED, indicating that the TN has been successfully added to the E911 database, if appropriate.

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ESCALATION PROCEDURES

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CLEC DATABASE ESCALATION PROCEDURES

The following procedures have been established for CLEC escalation of E911 database issues related to SCC management of E911 data. Examples of these issues include, but are not limited to MSAG problems, NPA/NXX loads/forms, reconciliations, etc.

The initial trouble/problem referral made by the CLEC should go to the SCC DIU Data Analyst. The escalation process will normally begin after a referral is made to the Data Analyst with unsatisfactory or no resolution.

CONTACTING SCC DATA ANALYSTS

To reach the SCC Data Analyst you may dial directly to the specific Analyst telephone number, if known, or you may dial toll-free, 1-888-584-3810. The telephone system will recognize the ANI from the state you are calling from and, when prompted, you would depress "1" to be connected to the state Data Analyst for that particular NPA.

When you are calling from a state outside the region or you want to speak to an analyst in a state other than the one you are calling from, your call can be transferred by the Analyst that you reach by depressing "1". The extensions for Analysts in the BellSouth region are shown on the following page.

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SCC DATA ANALYSTS BY STATE RESPONSIBILITY

| State | Telephone |
|--------------------|------------------|
| | |
| Florida | 303-581-6082 |
| | 303 581 5770 |
| | 303-581-6081 |
| | 303-581-5778 |
| | 303 581-6037 |
| | 303-581-6032 |
| N. Carolina | 303-581-2243 |
| | 303-581-6055 |
| | 303-581-5676 |
| | 303-581-2254 |
| S. Carolina | 303-581-6070 |
| | 303-581-5723 |
| | 303-581-5634 |
| Kentucky | 303-581-6061 |
| Mississippi | 303-581-6011 |
| | 303-581-5629 |
| Tennessee | 303-581-6476 |
| | 303 581 6079 |
| Alabama | 303-581-6073 |
| | 303 581 6477 |
| | 303-581-6039 |
| Georgia | 303-581-5711 |
| | 303-581-6474 |
| | 303 581-6442 |
| | 303-581-5754 |
| | 303-581-5792 |
| Louisiana | 303-581-5731 |

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Level One Escalation: SCC

Alabama, Kentucky, Louisiana,
Joe Schumacher (303) 581-6093 Pager 1-800-PAGESCC PIN 9110216

Florida & Georgia,
Holly Stone (303) 581-2204 Pager 1-800-PAGESCC PIN 9110087

Mississippi, Tennessee North Carolina, South Carolina
Karen Francia (303) 581 6446 Pager 1-800 PAGE SCC PIN 911 0049

Level Two Escalation: SCC

Joe Schumacher (303) 581 6093 Pager 1-800-PAGESCC PIN 9110216
Mary Hester (303) 581-5685 Pager 1-800-PAGESCC PIN 9110039

Level Three Escalation: BELLSOUTH CLEC E911 Implementation Manager

BellSouth CLEC E911 Implementation Manager-Val Sapp (205) 321-2109

CLEC TN ERROR ESCALATION

SCC uses the TN Error escalation procedure described in Tab 6 of this guide when CLEC errors are not resolved in a timely or accurate manner.

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TAB 12

FORMS

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E911 TANDEM IDENTIFICATION FORM**REV.: 10-01-00**

| | |
|--|--------|
| TO: VAL SAPP | FROM: |
| VOICE: 205.321.2109 | VOICE: |
| FAX: 205.321.4002 | FAX: |
| EMAIL: valerie.sapp1@bridge.bellsouth.com | EMAIL: |

To assist you in getting your 911 calls routed to the correct BST E911 tandem please fill out this form as shown and BST will supply you with the proper E911 tandem for use on the CLEC E911 NOTIFICATION FORM.

PLEASE LIST ALL YOUR NEW NPANXX(S) BELOW WHICH HAVE BEEN ASSIGNED - USE SEPARATE SHEET IF NECESSARY

1. PUT YOUR NPA
2. PUT YOUR NXX
3. PUT BST COMPARABLE NPA
4. PUT BST COMPARABLE NXX
5. BST WILL SUPPLY YOU THE CORRECT E911 TANDEM AND RETURN TO YOU
6. FILL OUT CLEC E911 NOTIFICATION FORM APPROPRIATLY AND FAX TO:
SCC/BST SUPERVISOR / 1-888-778-7876

| STATE | CLEC NPA | CLEC NXX | BST NPA | BST NXX | E911 TANDEM CLLI FOR USE ON E911 NOTIFICATION FORM | E911 TANDEM CLLI FOR USE ON ASR WHEN ORDERING TRUNKS |
|-------|----------|----------|------------|------------|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
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CLEC E911 NOTIFICATION FORM

Revised: 10-01-00

FAX TO: 1-888-778-7876

ATTENTION: SCC/BELLSOUTH SUPERVISOR

ACTION (circle one) A-ADD C-CHANGE M-MSAG ONLY

| | |
|---------------------|--|
| TODAY'S DATE | |
| COMPANY NAME | |
| COMPANY ADDRESS | |
| CONTACT NAME: | |
| CONTACT TEL NUMBER | |
| TELCO ID/OCN | |
| NENA CO. IDENTIFIER | |
| EFFECTIVE DATE | |
| FAX NUMBER** | |

**NOTE: THIS NUMBER WILL BE USED FOR MECHANICAL TRANSMISSION OF DAILY REPORTS

SERVICE REQUEST FOR: (check ONE only: One STATE per sheet)

| | | | | | | | | |
|----|----|----|----|----|----|----|----|----|
| AL | FL | GA | KY | MS | LA | SC | NC | TN |
|----|----|----|----|----|----|----|----|----|

PLEASE LIST YOUR NATIVE NPANXX's BELOW WHICH NEED TO BE ADDED TO THE E911 DATABASE

| NPA | NXX | E911 TANDEM CLLI | NPA | NXX | E911 TANDEM CLLI |
|-----|-----|------------------|-----|-----|------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

MSAG REQUEST:

MEDIA DESIRED: (circle ONE only) CD ROM MAG TAPE PAPER 3.5 FLOPPY*

*NOTE: FLOPPIES MAY ONLY BE ORDERED BY COUNTY, NOT BY CLLI

COUNTY NAMES OF SERVICE AREA OR E911 TANDEM CLLI (only)

| | | |
|----|----|----|
| 1. | 3. | 5. |
| 2. | 4. | 6. |

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E911 ADDRESS VERIFICATION REQUEST

| | | | | |
|------|--------------------|-------------|------------|---------------|
| Date | County/City/Parish | Prepared by | Telco Name | Serial Number |
|------|--------------------|-------------|------------|---------------|

For Telephone Company Use Only

Verification of Service Order Error _____
 MSAG Ledger # _____

Other. See Comments ☐

☐ AVR Handled Via Mail (Please Verify)

☐ Directional
☐ Street Name
☐ Street Not in MSAG
☐ Customer At

☐ Community
☐ Range
☐ O/E/B
☐ ESN

☐ Other

☐ AVR Handle Via Telephone
 Authorized By _____
 Date _____ Time _____
* The date for this AVR was input into the MSAG as noted. If changes are required return this form with your corrections within ten days.

| | | | | | | |
|----------------------------|-------------|-------------|-------|-----------|-------|------------|
| Existing MSAG Entry | Directional | Street Name | | | State | |
| | Low Range | High Range | O/E/B | Community | ESN | **Exchange |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Comments

For County/City Parish Response
☐ Insert
 ☐ Change
 ☐ Delete

| | | | | | | |
|---------------------------|-------------|-------------|-------|-----------|-------|------------|
| Desired MSAG Entry | Directional | Street Name | | | State | |
| | Low Range | High Range | O/E/B | Community | ESN | **Exchange |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Comments

| | | |
|---------------|------------------------------|---------------|
| Date Received | Date Returned if Appropriate | Authorized by |
|---------------|------------------------------|---------------|

| | | | |
|--------------------------|----------|--------------------------------|-------------------------------------|
| For CLEC Use ➡ | Received | Referred to SCC if Appropriate | Clerks Initials |
| For SCC Use ➡ | Received | Input to MSAG | Returned to CLEC Clerks Initials |

**Input Not Required By County/City/Parish

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