BellSouth Telecommunications, Inc.   615 214-6301   **Guy M. Hicks**
Suite 2101   Fax 615 214-7406   General Counsel
333 Commerce Street
Nashville, Tennessee 37201-3300

January 19, 2000

VIA HAND DELIVERY

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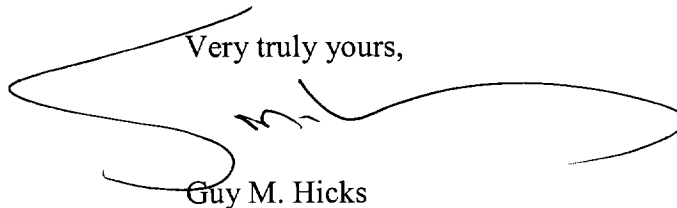460 James Robertson Parkway
Nashville, TN 37238

> Re: *Petition for Arbitration of the Interconnection Agreement Between BellSouth
>   Telecommunications, Inc. and Intermedia Communications Inc. Pursuant to
>   Section 252(b) of the Telecommunications Act of 1996*
>   Docket No. 99-00948

Dear Mr. Waddell:

Enclosed are the original and thirteen copies of the affidavit of Patrick C. Finlen for filing in the above-referenced matter. BellSouth Telecommunications, Inc. is filing this affidavit in response to the affidavit of Mr. Carl Jackson, filed with Intermedia Communications Inc.'s Answer and New Matter (filed January 3, 2000). The affidavit is being filed to respond to statements made by Mr. Jackson, which were relied upon by counsel, so that the Authority is presented with both sides' positions on the negotiating history between the parties.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Guy M. Hicks

GMH:ch
Enclosure

FILE

193740

BEFORE THE

TENNESSEE REGULATORY AUTHORITY

In re:	)	
	)	
Petition for Arbitration of the Interconnection	)	
Agreement Between BellSouth Telecommunications,	)	Docket No. 99-00948
Inc. and Intermedia Communications, Inc.	)	
Pursuant to Section 252(b) of the Telecommunications	)	
Act of 1996.	)	
	)	

STATE OF GEORGIA)
COUNTY OF FULTON)

AFFIDAVIT OF
PATRICK C. FINLEN

I, Patrick C. Finlen, being duly sworn, do hereby depose and state as follows:

1.   My name is Patrick C. Finlen, and I am employed by BellSouth

Telecommunications, Inc. ("BellSouth"), 675, West Peachtree Street, Atlanta, GA

30375. For the past 22 years I have held various positions with BellSouth, including

Installation and Repair, Business Office Service Representative, Assistant Staff Manager

for Inbound/Outbound WATS Services and Switched Access, Revenue Demand and

Analysis for Switched Access Services, and Consumer Forecasting. I assumed my

current position as Manager – Contract Negotiations for Interconnection Services in

September of 1997. One of my primary responsibilities includes negotiating

interconnection agreements with competing local exchange carriers. In the past two and

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one-half years, I have negotiated numerous interconnection agreements on behalf of BellSouth.

2.   I submit this affidavit to respond to the Affidavit of J. Carl Jackson of Intermedia Communications, Inc. ("ICI"), which was filed with the Answer and New Matter of Intermedia Communications, Inc. to BellSouth Telecommunications, Inc. Petition for Section 252(b) Arbitration, Docket No. P-55, Sub 1178 (the "Jackson Affidavit").

3.   Paragraph 2 of the Jackson Affidavit states that "it was BellSouth's inability to meet with ICI that ultimately hampered Intermedia's ability to raise some of the issues which are the subject of the Petition." This statement is simply untrue, as set forth below in this affidavit.

4.   Pursuant to the terms of the BellSouth/ICI Interconnection Agreement dated July 1, 1996, as amended February 16, 1999, I sent a letter dated June 28, 1999, to Pat Kurlin of ICI requesting renegotiations of the BellSouth/ICI interconnection agreement. I enclosed a hard copy and a soft (electronic) copy of BellSouth's proposed interconnection agreement as a starting point for negotiations. A copy of such letter is attached hereto as Exhibit A. On August 16, 1999, Julia Strow of ICI sent an acknowledgement letter advising that Carl Jackson and Tammy Hunley would be ICI's representatives for the negotiations. A copy of Ms. Strow's letter is attached hereto as Exhibit B. On September 16, 1999, I left a voice mail message with Tammy Hunley advising that I was concerned that I had not heard anything from ICI regarding negotiations. Late on September 16, 1999, Carl Jackson returned my call and provided me his e-mail address and telephone numbers. Mr. Jackson also requested another

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electronic copy of the BellSouth proposed interconnection agreement. During this telephone conversation, we also scheduled our first meeting for October 12, 1999, in order to give ICI's subject matter experts time to review BellSouth's proposal prior to the meeting. I forwarded a second electronic copy of BellSouth's proposed agreement, pursuant to Mr. Jackson's request, on September 17, 1999.

5.   I met with Carl Jackson and Tammy Hunley of ICI on October 12, 1999. Despite my having offered to set aside a full day for negotiations, at ICI's request, we met only from approximately 9:00am to 11:30am. I was ready to discuss in detail the agreement, but even at this late date, ICI was unprepared to discuss any substantive issues regarding the contract in any detail or to propose contract language. Ms. Hunley advised that ICI wanted to include in the new agreement HDSL compatible loops. I advised that would not be a problem. Ms. Hunley also wanted BellSouth to include Frame Relay UNEs. I advised that I would have to investigate that issue. Other than a brief mention of these two issues in general terms, the meeting focused primarily on issues that had been raised by another carrier in arbitration with BellSouth. At this meeting Mr. Jackson assured me that although ICI was still reviewing BellSouth's proposed agreement, he did not expect that there would be many disputed issues.

6.   During a meeting in Washington, D.C. on October 28, 1999, unrelated to ICI, Brad Mutschelknaus of Kelley Drye & Warren, LLP, outside counsel for ICI, inquired about the status of the ICI negotiations. I advised Mr. Mutschelknaus of the meeting of October 12, 1999, and stated that I was still awaiting information from ICI. I also expressed my concern that the opening of the arbitration window was a mere two weeks away, and ICI had yet to propose any contract language or raise any substantive

issues other than the Frame Relay UNE issue. On October 29, 1999, Mr. Mutschelknaus, advised that he had spoken with Heather Gold, an ICI executive, the previous evening and that I should receive some information shortly.

7.   As a result of Mr. Mutschelknaus's discussion with Ms. Gold, Ms. Julia Strow, Assistant Vice President of ICI, telephoned me the morning of October 29, 1999, to discuss the negotiations. I returned Ms. Strow's telephone call the afternoon of October 29. Mr. Scott Sapperstein of ICI was in Ms. Strow's office when I returned the call. Ms. Strow assured me that ICI would not be proposing a lot of new language and that there would only be about 5 or 6 "religious issues" that ICI may arbitrate. She also advised that Mr. Jackson would be getting in touch with me shortly regarding the new Interconnection Agreement.

8.   Mr. Jackson e-mailed me on November 3, 1999, to advise that I would receive a list of ICI's issues by November 8, 1999, in preparation for our next meeting, which was to take place on November 10, 1999. I received Mr. Jackson's initial issues matrix via e-mail the afternoon of November 8, 1999, five days prior to the opening of the arbitration window. The matrix identified 25 issues, questions, and corrections for resolution between the parties. The November 3 e-mail and the November 8 e-mail, along with the issues matrix, are attached hereto as Exhibits C and D, respectively.

9.   On November 10, 1999, I met with Mr. Jackson and Ms. Hunley. I had scheduled an all day meeting with ICI to review the issues listed in the matrix and to discuss changes to the proposed interconnection agreement. I had resolved many of the issues, questions and corrections listed in the matrix, and during the meeting, we closed

11 issues, identified 3 issues as in dispute, and left the remainder open for further review

by the parties. The meeting lasted only two hours.

10. On November 23, 1999, Mr. Jackson sent me a revised issues matrix. This

matrix included the original 25 issues plus 12 additional issues. The e-mail and revised

matrix is attached hereto as Exhibit E. The parties had scheduled an issue identification

meeting for November 29, 1999. BellSouth had requested that this meeting be an issue

identification meeting in preparation for arbitration so that the parties could discuss the

open issues, resolve as many of these as possible, and get a clear understanding of each

party's positions regarding disputed issues. Parkey Jordan, negotiation counsel for

BellSouth, and Langley Kitchings, regulatory counsel for BellSouth, had planned to

attend the November 29 meeting with me to discuss the issues on the matrix and to

prepare for filing the arbitration petition.

11. On November 29, 1999, Ms. Jordan and I met with ICI from

approximately 10:00am to 6:00pm. Mr. Kitchings joined us in the afternoon. Mr.

Jackson and John Heitmann of Kelley Drye & Warren, LLP, counsel for ICI, attended the

meeting in person, and Ms. Hunley joined by conference call. Although the original

purpose of this meeting was to identify arbitration issues and resolve as many of the open

issues as possible, when BellSouth arrived for the meeting ICI presented 10 pages of

issues in bullet point format, most of which had not been raised by ICI previously. The

list of issues presented by ICI on November 29 is attached hereto as Exhibit F. This was

the first time ICI had provided any revised contract language. The parties spent the entire

day resolving or attempting to resolve issues raised by ICI for the first time. Because of

the number of new issues and because the arbitration window would close December 7,

1999, the parties agreed to meet again on Friday, December 3, 1999. At the December 3 meeting, ICI presented BellSouth with a 19 page document, which included proposed contract language for some of the issues that had been raised in bullet format during the November 29 meeting. ICI did not bring any subject matter experts to the meeting to explain the intent of proposed language or why the language was necessary. Thus, ICI could not fully explain its position with respect to the issues. Further, even though the parties met for the entire day, there was still insufficient time for the parties to complete their review of all of the language proposed by ICI. BellSouth did not have an opportunity prior to filing the arbitration to discuss ICI's proposed language with BellSouth's subject matter experts, as the language was proposed on Friday, December 3, 1999, just two business days prior to the close of the arbitration window on Tuesday, December 7, 1999.

12.   As paragraph 3 of the Jackson Affidavit states, I am involved in contract negotiations with multiple carriers at any given time. As referenced by Mr. Jackson in paragraphs 3 and 4 of the Jackson Affidavit, I did inform Mr. Jackson that my calendar was filling quickly, thereby limiting my availability for scheduling meetings with ICI. However, the statement, as submitted in the Jackson Affidavit is taken completely out of context in ICI's effort to blame BellSouth for ICI's failure to negotiate its interconnection agreement with BellSouth in a timely manner. As stated above, ICI made no effort to meet with BellSouth until October 12, 1999, approximately thirty (30) days prior to the opening of the arbitration window. My statements regarding limited availability were intended to instill a sense of urgency in ICI to identify issues and provide proposed contract language.   Both parties would naturally have scheduling conflicts, and in fact,

BellSouth offered to schedule meetings on dates when ICI was unavailable, just as ICI may have suggested meeting dates when BellSouth was unavailable. With the arbitration window opening on November 13, 1999, and with the Thanksgiving holiday falling during the arbitration window, there was little time remaining to discuss and resolve issues.

13.   Paragraph 5 of the Jackson Affidavit accurately states that BellSouth was unwilling to extend the negotiations in order to permit the parties to discuss and resolve remaining issues. Having been ready and willing to negotiate for the full 160 days set aside for negotiations pursuant to Section 252 of the Telecommunications Act of 1996, BellSouth was unwilling to delay further the execution of a new interconnection agreement simply because ICI failed to raise the majority of its issues until a week before the arbitration window closed.

14.   Paragraph 6 of the Jackson Affidavit states that ICI raised issues on December 3, 1999, that it was unable to raise previously due to BellSouth's inability to meet with ICI. Mr. Jackson is wrong. As stated above, BellSouth received ICI's first list of issues on November 8, 1999, and an additional list adding 12 new issues on November 23, 1999. As the arbitration window opened on November 13, 1999, BellSouth was making every effort to address all the issues raised. While some of ICI's issues related to the UNE Remand Order, many others that were raised a matter of days before the close of the arbitration window could have been raised earlier.
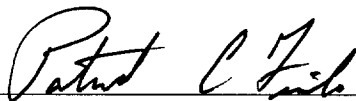
15.   Paragraph 7 of the Jackson Affidavit states that if BellSouth had made time for negotiations with ICI, all ICI's issues could have been raised and addressed. ICI fails to explain why it did not make any effort to propose contract language or even

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articulate specific issues prior to November 8, 1999. To the extent ICI had issues it wanted to discuss, it could readily have brought these issues to the negotiations at anytime after BellSouth requested negotiations in June, 1999. Further, ICI's assertion that BellSouth "was generally aware" of ICI's issues due to a prior year's negotiations is ludicrous. As stated in paragraph 1 of the Jackson Affidavit, Mr. Jackson, the primary negotiator for ICI, was employed by a different company during the previous negotiations between BellSouth and ICI. I also was not involved in any prior negotiations with ICI. Any issues that either party would like to discuss and resolve should be raised within the statutory negotiations period and cannot be gleaned from supposition based on negotiations of prior agreements, especially when the parties' individual negotiators were not involved in those prior negotiations.

16.   In response to paragraph 8 of the Jackson Affidavit, I never contended that issues were required to be raised by either party at any particular time during the negotiation process. However, the parties should negotiate in such a way so that the disputed issues and the positions of each party are clear prior to filing the arbitration. Despite ICI's failure to discuss any substantive matters with BellSouth prior to the November 10, 1999 meeting, BellSouth worked diligently to answer ICI's questions, clarify contract language, and provide its position on unresolved issues raised in November. BellSouth believes it unreasonable for ICI to use a meeting scheduled one week prior to the close of the arbitration window, the purpose of which was to clarify each party's positions on the outstanding issues, to raise additional issues which could not possibly be discussed prior to the filing of arbitration.

FURTHER AFFIANT SAYETH NOT.

(signature)

Patrick C. Finlen

Subscribed and sworn to before me this 18th day of January, 2000.

(signature)

Notary Public
My Commission Expires: _____

193509

EXHIBIT A

BellSouth Telecommunications, Inc.
Room 34S91 BellSouth Center
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

June 28, 1999

Pat Kurlin
Intermedia Communications, Inc.
3625 Queen Palm Drive
Tampa, Florida 33619

Dear Mr. Kurlin:

The Amendment to the Interconnection Agreement dated February 16, 1999, between
BellSouth Telecommunications, Inc. and Intermedia Communications, Inc., which amended
Section III of the Agreement, provides that the term of the Interconnection Agreement is from
July 1, 1996 to December 31, 1999. Pursuant to the terms of this Section; "the Parties agreed
to commence negotiations with regard to the terms, conditions and prices of resale and or local
interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent
Agreement")." Please be advised that this correspondence is official notification that BellSouth
does not intend to extend the term of the existing Agreement. Also BellSouth regards this
correspondence as official notification that it considers July 1, 1999 as the start date for
negotiations and that the window for resolving differences before the Commissions will open on
November 13, 1999 and close on December 8, 1999.

As such, enclosed is a copy of the proposed Interconnection Agreement BellSouth would like to
use as a basis for negotiation of the new Interconnection Agreement between our two
companies. I will be your negotiator for this Agreement. Also enclosed for your use and
convenience are diskettes containing an electronic copy of the proposed Interconnection
Agreement.

Please contact me at your earliest convenience. I can be reached at (404) 927-8389.

Sincerely,

Michael Willis for Pat Finlen

Pat Finlen – Manager, Interconnection Services

Enclosures

Cc: Jerry Hendrix – Senior Director, Interconnection Services
      Parkey Jordan, Esq.
      Julia Strow – Assistant Vice President

EXHIBIT B

intermedia
COMMUNICATIONS

August 16, 1999

Mr. Pat Finlen
BellSouth Telecommunications, Inc.
Room 34S91 BellSouth Center
675 West Peachtree Street, N.E.
Atlanta, GA 30375

      RE: Local Interconnection Negotiations

Dear Mr. Finlen:

We are in receipt of your notice letter dated June 28, 1999. This letter will serve to provide you with the names of the negotiation team.

Carl Jackson who will be lead negotiator for Intermedia will contact you. In the interim, if you have any questions, or should require any information, you can also contact Tammy Hunley, who will be assisting Mr. Jackson during these negotiations.

We look forward to working with you on this matter.

      Sincerely,

      Julia O. Strow
      Assistant Vice President

JOS/tlh

EXHIBIT C

Dated: 11/3/99 at 14:42
Contents: 3

MESSAGE
Subject: Meeting
Creator: JCJackson /Internet (JCJackson@intermedia.com)

Item 1

FROM: JCJackson /Internet (JCJackson@intermedia.com)
  TO: Patrick C. Finlen /m6,mail6a
  CC: TLHunley /Internet (TLHunley@exchange.intermedia.com)

Item 2

ARPA MESSAGE HEADER

Item 3

Pat,

I left a voice mail for you earlier today.

I want to confirm our next negotiation meeting on November 10, 1999 at 9:00
am at the BellSouth Center in Atlanta.

I will provide you with a current list of our issues and concerns by
November 8.
Please verify that this is your correct e mail address.

By now, Tammy Hunley should have contacted you concerning setting up a
meeting with your SME (and ours) on Performance Measures as we discussed.

If you have any questions or comments prior to the meeting, please direct
them to me via e mail or by phone at 404-720-5745.

Thanks.

Carl Jackson
Senior Director, Industry Policy/
Lead Corporate Negotiator
Intermedia Communications

EXHIBIT D

Dated: 11/8/99 at 14:49
MESSAGE   Contents: 4
Subject: Interconnection agreement issues for 11/10/99 meeting
Creator: JCJackson /Internet (JCJackson@intermedia.com)

Item 1

FROM: JCJackson /Internet (JCJackson@intermedia.com)
  TO: Patrick C. Finlen /m6,mail6a
  CC: TLHunley /Internet (TLHunley@exchange.intermedia.com)
      BPSHEVER /Internet (BPSHEVER@exchange.intermedia.com)

Item 2

ARPA MESSAGE HEADER

Item 3

Pat,

As promised, here are our initial issue for the 11/10/99 meeting. There are
other issues that wee need to discuss as well, but this list contains many
of our issues and concerns. We'll bring the other items for discussion with
us.

Please call me if you have any questions. Tammy and I will see you on
Wednesday.

Thanks.

Carl Jackson
Senior Director, Industry Policy
Intermedia Communications
404.720.5745

 <<Bell SouthMaster Issue Log.xls>>

Item 4

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BellSouth
Interconnection Agreement
Master Issue Log

Item #	Issue by	Section/Paragraph	Page	NOTES:	Date	Department	Legal Apprvl	Date	Status
1	UNE Availability	Att 2. Ex C	51	UNE's are not available throughout the different serving areas. All UNE's should have uniform availability in all areas.		Engineering			open
2	Electronic LSR	Att 2, 17.2	51	Need Clarification on when charges are applied. Per PON or per version of PON.		Engineering; Service			open
2.1	800 Billing	Att 3, 6.7.4	16	We need clarification.		IS Billing			open
3	Service Inquiry	Att 2, 2.2.2	5	Need order interval defined. Can these be expedited?		Service Delivery			open
4	Performance Measurments	Att 9,	2 thru 9	Need terms defined for order entry and maintenance measurement. Need penalties for not meeting standards. Want 48 business Hours for all FOC and DS1 and lower circuits installed in 7 days, 14 days for DS3. Overall, we request Texas ordered standards and penalties at the very least.		Engineering			open
5	Non standard copper loops	Att 2, 2.3.1.2.	7	This section needs clarification. In what instances is this applied? Last paragraph, Intermedia should not pay under these circumstances.		Service Delivery			open
6	Unbundled Voice Loops	Att 2, 2.2.3	5	Need clarification on how to distinguish SL1 from SL2 at time of order.		Service Delivery			open
7	Dual Entrance	Att 4, 5.2.1	8	Need timeframe for Bellsouth's capacity to accomodate access. Need interval on application response.		Field Ops			open
8	Manhole Access	Att 4, 5.2.1	8	We would like input regarding selection of manhole entrance.		Field Ops			open
8	Drawings	Att 4, 5.4	8	How will BellSouth designate the interconnection points? We need them to provide a CAD drawing of the appropriate space. This applies to other sections of contract as well.		Field Ops			open
9	Easement Space	Att 4, 5.7	9	Need to better define reasonable notice. Also need to designate a Point of Contact in the NOC.		Field Ops			open
10	Application Reponse	Att 4		Need to designate the time allowed to respond (for BS) to an application.		Field Ops			open
12	CNAM Records	Att 1. Ex G. 4.01	35	Needs to be more specific. What is the update process?		Marketing			open
13	Local Traffic, Recip Comp.	Att 3, 6.1.1	12	ISP traffic cannot be excluded until regulatory decision is made. We will not accept language that will exclude ISP traffic or tandem rate.		Marketing			open
14	Local Traffic, Recip Comp.	Att 3, 6.1.7	13	ISP traffic cannot be excluded until regulatory decision is made. We will not accept language that will exclude ISP traffic or tandem rate.		Marketing			open
15	Toll Traffic Rates	Att 3, 6.7.2	16	We will use our own tariffed rates.		Marketing			open
16	800 Billing Records	Att 3, 6.7.4	16	We do not currently track this information. We are not billing BellSouth and they are not billing us.		IS Billing			open
17	Definition of taxes	Part A, 13.1	10	Does this mean that BS wants to bill us for franchise fees they pay to cities. Franchise fees should be excluded.		Tax Accounting			open
18	Tax Liability	Part A, 13.3.2	11	This section needs clarification. Is this an additional liability for us?		Tax Accounting			open
19	Tax Liability	Part A, 13.3.7	11	This section is too broad, needs to be narrowed down. Time frames to respond are not sufficient.		Tax Accounting			open
20	Tax Liability	Part A, 13.4.2	12	This section needs clarification. Is this an additional liability for us?		Tax Accounting			open
21	Tax Responsibility	Part A, 13.4.3	12	This section needs clarification. Is this an additional liability for us?		Tax Accounting			open
22	Terms and Conditions	Part A and All Attachments		Remove the phrase "The rates, terms and conditions contained within this attachment were negotiated as a whole and each rate, term and condition within the attachment is interdependent upon other rates, terms and conditions." Also remove any other language that ties sections or attachments together.		Regulatory			open
23	Terms and Conditions	Cover Page	Cover Page and Execution and signature page.	Correct name to "Intermedia Communications Inc."		Legal			open

Item #	Issue by	Section/Paragraph	Page	NOTES:	Date	Department	Legal Apprvl	Date	Status
24	Terms And Conditions	General Terms and Conditions, Part A, 8.4.1	6	Change Language to read: "Each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of the Agreement whether in contract or tort, shall be limited to a credit for the actual cost of the services or functions not performed, for the duration of the service impairment, not to exceed the monthly recurring charge for such service."				open	
25	Terms and Conditions	General Terms and Conditions, Part A Section 20.1	15	Change notice information, replacing Julia Strow's name with Carl Jackson, Senior Director. Also add General Counsel, 3625 Queen Palm Drive Tampa, Florida 33619.		Regulatory / Legal			open

EXHIBIT E

MESSAGE   Dated: 11/23/99 at 10:05
Subject: Interconnection agreement issues   Contents: 4
Creator: JCJackson /Internet (JCJackson@intermedia.com)

Item 1

FROM: JCJackson /Internet (JCJackson@intermedia.com)
  TO: Patrick C. Finlen /m6,mail6a

Item 2

ARPA MESSAGE HEADER

Item 3

Pat,

As discussed, we are in our final interconnection agreement review by our
legal group. I have enclosed the current issues list with their status
along with the new issues attached. Please review them and let me know if
you have any questions. I anticipate that there may a few more issues as
our review completes and will forward them to you immediately.

I have reserved a conference room here at 360 Interstate North Parkway. We
are in Suite 500. The building is located off the Windy Hill Road exit of I
75.

John Heitmann is our attorney and he and I will attend the meeting for
Intermedia. His flight gets him in on Monday morning and we will be ready
to start no later than 10:30 am. We have scheduled the entire day for our
discussions.

Please call me at 404.720.5745 if you have any questions.

Thanks.

Carl Jackson
Senior Director, Industry Policy
Intermedia Communications.

 <<Bell SouthMaster Issue Log2.xls>>

Item 4

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BellSouth
Interconnection Agreement
Master Issue Log

Item #	Issue	Issue by	Section/Paragraph	Page	Intermedia NOTES:	Date	Department	Legal Apprvl	Date	Status
1	UNE Availability		Att 2, Ex C		UNE's are not available throughout the different serving areas. All UNE's should have uniform availability in all areas. Per BellSouth, anything is available through BFR process. All rates are commission approved except NC & TN. Florida rates are based on AT&T, MFS MCI Arbitration. BST looks at these rates as permanent. Some CLEC's consider them Interim because it is not a generic proceeding. True up only applies to NC & TN. We will "opt in" to lower rates if someone else gets them. Geographic deaveraging considered in costs		Engineering			11/10 - Closed
2	Electronic LSR		Att 2, 17.2	51	Need Clarification on when charges are applied. Per BellSouth, per PON or per version of PON.		Engineering, Service Delivery			11/10 - Closed per PON
2.1	800 Billing		Att 3, 6.7.4	16	We need clarification.		IS Billing			see #16
3	Service Inquiry		Att 2, 2.2.2	5	Need order intervals defined. Can these be expedited? We want to add "Service Inquiry Interval" to this language. Can we expedite SI? How much will it cost....		Service Delivery			open - Pat to take back (BST Action Item)
4	Performance Measurements		Att 9.	2 thru 9	Need terms defined for order entry and maintenance measurement. Need penalties for not meeting standards. Want 48 business Hours for all FOC and DS1 and lower circuits installed in 7 days, 14 days for DS3. Overall, Intermedia requests the Texas ordered standards and penalties at the very least.		Engineering			open
5	Non standard copper loops		Att 2, 2.3.1.2.	7	This section needs clarification. In what instances is this applied? Last paragraph, Intermedia should not pay under these circumstances. Per BellSouth, non standard copper loops - you get what you pay for, if you need loops that are "pre-conditioned" you must ORDER it that wa (i.e. HDSL).		Service Delivery			open - BST to take this back
6	Unbundled Voice Loops		Att 2, 2.2.3	5	Need clarification on how to distinguish SL1 from SL2 at time of order.		Service Delivery			Closed
7	Dual Entrance		Att 4, 5.2.1	8	Need timeframe for Bellsouth's capacity to accommodate access. Need interval on application response.		Field Ops			open - BST To Take Back. BST Action Item
8	Manhole Access		Att 4, 5.2.1	8	We would like input regarding selection of manhole entrance.					
8	Drawings		Att 4, 5.4	8	How will BellSouth designate the interconnection points? We need them to provide a CAD drawing of the appropriate space. This applies to other sections of contract as well.		Field Ops			open - BST To Take Back - Pat will supply language. BST Action Item
9	Easement Space		Att 4, 5.7	9	Need to better define reasonable notice. Also need to designate a Point of Contact in the NOC. 24 hours		Field Ops			open - BST To Take Back - Pat will supply language
10	Application Response		Att 4		Need to designate the time allowed to respond (for BS) to an application.		Field Ops			open - Intermedia Action Item
12	CNAM Records		Att 1, Ex G, 4.01	35	Needs to be more specific. What is the update process? BellSouth gave us implementation manual to answer question.		Marketing			closed
13	Local Traffic, Recip Comp.		Att 3, 6.1.1	12	ISP traffic cannot be excluded until regulatory decision is made. BellSouth advised that they will arbitrate this issue in all states, including those where they have lost the issue in other CLEC arbitration proceedings.		Marketing			open
14	Local Traffic, Recip Comp.		Att 3, 6.1.7	13	ISP traffic cannot be excluded until regulatory decision is made. Intermedia will not accept language that will exclude ISP traffic or tandem rate. Per BellSouth, they will not agree to include ISP traffic. BellSouth advises that they will arbitrate this issue in all states, even those where they have lost the issue in other CLEC arbitration proceedings.		Marketing			open
15	Toll Traffic Rates		Att 3, 6.7.2	16	Intermedia will use our own tariffed rates. Get rates to Pat from our Tariff. Pat has crafted language (see contract)		Marketing			open

BellSouth
Interconnection Agreement
Master Issue Log

Item #	Issue by	Section/Paragraph	Page	Intermedia NOTES:	Date	Department	Legal Apprvl	Date	Status
16	800 Billing Records	Att 3, 6.7.4	16	We do not currently track this information. We are not billing BellSouth and they are not billing us. BellSouth advises that there should be very little or no 800 traffic.		IS Billing			closed
17	Definition of taxes	Part A, 13.1	10	Does this mean that BS wants to bill us for franchise fees they pay to cities. Franchise fees should be excluded.		Tax Accounting			open - Pat to supply tax info contact to Jamie Hankinson. BST Action Item
18	Tax Liability	Part A, 13.3.2	11	This section needs clarification. Is this an additional liability for us?		Tax Accounting			open - Pat to supply tax info contact to Jamie Hankinson
19	Tax Liability	Part A, 13.3.7	11	This section is too broad, needs to be narrowed down. Time frames to respond are not sufficient.		Tax Accounting			open - Pat to supply tax info contact to Jamie Hankinson. BST Action Item
20	Tax Liability	Part A, 13.4.2	12	This section needs clarification. Is this an additional liability for us?		Tax Accounting			open - Pat to supply tax info contact to Jamie Hankinson. BST Action Item
21	Tax Responsibility	Part A, 13.4.3	12	This section needs clarification. Is this an additional liability for us?		Tax Accounting			open
22	Terms and Conditions	Part A and All Attachments		Remove the phrase "The rates, terms and conditions contained within this attachment were negotiated as a whole and each rate, term and condition within the attachment is interdependent upon other rates, terms and conditions." Also remove any other language that ties sections or attachments together, ie. found in section 16.1.		Regulatory			closed - per Pat
23	Terms and Conditions	Cover Page	Cover Page and Execution and signature page.	Correct name to "Intermedia Communications Inc."		Legal			closed
24	Terms And Conditions	General Terms and Conditions, Part A, 8.4.1	6	Change Language to read: "Each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of the Agreement whether in contract or tort, shall be limited to a credit for the actual cost of the services or functions not performed, for the duration of the service impairment, not to exceed the monthly recurring charge for such service."					open - Carl to talk to Jean Hulse. Intermedia Action Item
25	Terms and Conditions	General Terms and Conditions, Part A Section 20.1	15	Change notice information, replacing Julia Strow's name with Carl Jackson, Senior Director. Also add General Counsel, 3625 Queen Palm Drive Tampa, Florida 33619.					
26	Terms and Conditions	General T's and C's Part A Section 1	1	Remove all language under Purpose.		Regulatory / Legal			closed per pat
27	Terms and Conditions	Part A Section 2.3	2	Add language stating that the parties will continue to interconnect pursuant to this agreement, until it is replaced with a subsequent agreement.		Legal			open
28	Terms and Conditions	Part A Section 3	3	Remove entire section, already in other sections of contract.		Legal			open
29	Terms and Conditions	Part A Section 4	3	Language should be added to indicate that a lack of parity is a breach of the agreement. Parity should be measure via Performance Measurements.		Legal			open
30	Terms and Conditions	Part A Section 6	5	BFR process needs details. Spell out process and time intervals.		Legal			open

BellSouth
Interconnection Agreement
Master Issue Log

Item #	Issue by	Section/Paragraph	Page	Intermedia NOTES:	Date	Department	Legal Apprvl	Date	Status
31	Terms and Conditions	Part A Section 12	10	Add AAA alternative for dispute resolution.		Legal			open
32	Terms and Conditions	Part A Section 16.5	14	Remove "nonappealable" and change to "effective".		Legal			open
33	Definitions	Part B Intermediary Function	19	Wording should include ISP traffic.		Legal			open
34	Definitions	Part B Local Traffic	20	Wording should include ISP traffic.		Legal			open
35	Definitions	Part B Network Element	20	Change to as defined in Act.		Legal			open
36	Definitions	Part B Telecommunications	21	Change to anything excluded will be defined as in Act.		Legal			open
37	OSS	Attachment 2 17.2	52	Manual Fees should not apply if mechanized complex ordering is not available.		Legal			open

EXHIBIT F

Dated: 11/30/99 at 15:04
MESSAGE   Contents: 4
Subject: BellSouth Intermedia IA Issues List
Creator: JCJackson /Internet (JCJackson@intermedia.com)

Item 1

FROM: JCJackson /Internet (JCJackson@intermedia.com)
  TO: Patrick C. Finlen /m6,mail6a
  CC: TLHunley /Internet (TLHunley@exchange.intermedia.com)

Item 2

ARPA MESSAGE HEADER

Item 3

Pat,

It was good to see you, Parkey and Langley yesterday.

As requested, I am forwarding a list of the issues. I went ahead and
labeled them as agreed, closed, open or arbitrate.

Agreed means that we are in agreement with our issue change.
Closed means that you answered our question or that we closed out the issue
with no further action.
Open means that you or I have it as an action item. I have not yet noted
who has the action, just that it is open.
Arbitrate means that this should be on our arbitration list, unless
something changes in the next several days.

As I have hurried to put this together, I may have made a mistake here or
there and I will re check the status on each to be sure it is captured
correctly. Please do the same and compare against your notes.

I have reserved a conference room for Friday here, if you would like to com
out to my office. I am setting up a bridge to conference Parkey, Tammy and
John.

One final important question. Are the rates that are in Attachment 2 and 3
current? Are they the most recent ordered commission ordered or arbitrated
rates (for example are the local interconnection rates the most recent)?

Call me if you have any questions.

Thanks.

Carl Jackson
Senior Director, Industry Policy
Intermedia Communications

 <<BlsIAissues_.doc>>

Item 4

Microsoft Word (all versions) cannot be displayed or printed.

Intermedia/BST Interconnection Issues

General Terms and Conditions

Part A

p.1   "negotiated as a whole" anti-252(i) language must be deleted throughout the agreement, including all attachments.

ACTION: Agreed.

1.   Purpose – not sure what the purpose of this section is – delete it.

ACTION: Agreed

2.3   Add language stating that parties will continue to interconnect pursuant to this agreement, until it is replaced with a subsequent agreement

ACTION: Closed.

3.   Ordering should be covered in separate attachment

ACTION: Ok as is. Closed.

4.   Need to work in the concept of Performance Standards and Measurements and that failure to meet them constitutes a breach; also need to work in "equal in quality" concept from FCC orders

ACTION: Arbitrate Issue.

6.   BFR process should be set forth in detail in separate attachment

ACTION: BST Agreed. They will provide language.

12.   Add a AAA alternative – want to avoid state commission arbitrations in LA, MS and SC, if possible

ACTION: Issue closed. We took of table.

Taxes Not reviewed by KDW

16.1   Add (i) to all 252 references, delete second sentence

ACTION: AGREED

16.5   Change "final and nonappealable" to "effective", legal obligations are tied to effective orders, not final and nonappealable ones

ACTION: Arbitrate issue.

1

Part B (Definitions)

Issues Definitions of:

- Intermediary Function (defined to include ISP-bound traffic).

ACTION: Closed - Bst agreed to remove definition.

- Local Traffic (defined to exclude ISP-bound traffic),

ACTION: Open. John Heitman to provide a definition.

- Network Element (change to As Defined by the Act),

ACTION: Agreed.

- Telecommunications (change to As Defined by the Act).

ACTION: Agreed.

Add Definitions for numerous terms, should include As Defined by the Act

ACTION: Closed.

1. Resale

p.1 Delete "negotiated as a whole" language.

ACTION: Agreed.

3.1 (Second para.) Change "BellSouth does not however waive" to "However, neither Party hereby waives".

ACTION: Agreed.

3.10 Telephone numbers are not the property of BellSouth – neither Party has a property right.

ACTION: Agreed.

3.24 Change "may" to "shall".

ACTION: Agreed.

3.25 Delete.

ACTION: Agreed.

5.1, 5.6, 5.7   Insert "reasonable and nondiscriminatory" before any reference to BellSouth standards, guidelines, etc.

ACTION: Agreed.

6.X   Add section requiring BellSouth to give advance notice of any End User's switch from Intermedia to BellSouth (a "winback") or another LEC

ACTION: Agreed.

8.1.6   Make certain that this applies only when the customer has switched from Intermedia and not simply when they have contacted BellSouth for a new line (clarify the meaning of "when a facility is in a denied state").

ACTION: Closed issue.

Add   Section requiring BellSouth to give advance notice, on par with its own retail unit, of new services and changes to services (prices, terms or conditions). BellSouth shall provide service description materials to Intermedia, on par with its own retail unit.

ACTION: Agreed.

2.   **Network Elements and Services**
      *   Change name of attachment by deleting word "Other"

ACTION: Closed.

**   Entire section is at issue – BellSouth has yet to propose language incorporating the FCC's UNE Remand Orders (including the Supplemental Order).

ACTION: Open.

- New and modified UNEs

ACTION: John Heitman to provide language to BellSouth.

- Combinations, including UNE-P and EEL

ACTION: Open - John Heitman to provide language.

- Conversion of Special Access to EELs

ACTION: Arbitration Issue.

- All sections must be reviewed and revised for compliance with FCC's UNE Remand Orders

ACTION: Open issue.

In advance of a new draft from BellSouth, the following issues are among the items that need to be addressed.

p.1   Delete "negotiated as a whole" language.

ACTION: Closed issue.

1.3   Revise to reflect restoration of 315(b) and FCC Order on UNE-P and EELs

ACTION: Open.

1.7   Any reference to BellSouth standards and guidelines should be preceded by "reasonable and nondiscriminatory".

ACTION: Agreed.

2.2   Add new loop types (definition now includes multiplexing and inside wire) and FCC DSLAM unbundling.

ACTION: Open.

2.2.2   Loop provisioning intervals needed, if loop not available, conditioning required, etc. Why FCC tariffed charges? FOC intervals must be established.

ACTION: Open.

14.   Fold dark fiber section back into loop and transport sections.

ACTION: Agreed.

3.   Local Interconnection   *May arbitrate this section.

p.1   Delete "negotiated as a whole" language.

ACTION: Agreed.

DC01/HEITJ/97031.2

1.0 Interconnection terms need not be reciprocal. BellSouth is subject to Section 251(c)(2) – cost-based interconnection – Intermedia is not.

ACTION: Closed.

2.0 1.1 Interconnection is not limited to collocation or a fiber meet – it must be provided at any technically feasible point – this could include Intermedia's POP or switch, or a BellSouth RT or signal transfer point (spell out all possibilities Intermedia is interested in today – avoid the BFR and unnecessary delay this way). Intermedia may purchase facilities, including UNEs and UNE combinations converted from Special Access, to interconnect.

ACTION: Agreed.

1.2 "Homed" NXX concept is in need of clarification and explanation – cannot agree to language, as written.

ACTION: Open issue.

1.2.1 Intermedia will not agree to be bound to BellSouth's local calling areas or restricted by BellSouth's choice in network architecture.

ACTION: Open - John to provide language.

1.5 Last sentence must be explained (I doubt that Intermedia should agree to it).

ACTION: Agreed.

1.6, 1.7 Change "intraLATA toll" to "exchange access".

ACTION: Open.

1.8.1 Does this provision offer two ways – Special Access and UNEs? NRCs must be set forth in Attachment 2 (at least for UNEs). In light of the explanation, consider definitions in 1.8.2, 1.8.3, and 1.8.4

ACTION: Closed.

1.8.2 1.9, 1.9.1 Homing concept must be fleshed-out. Provisions are difficult to comprehend.

ACTION: Open.

1.9.2 MTA should not be required for BellSouth to deliver transit traffic.

ACTION:

1.9.3   This section appears to speak only to how BellSouth will bill Intermedia. I fear, however, that BellSouth's intent is to do more and that it is trying to undo the FCC's rule that treats Intermedia's switch as a tandem.

1.10   Modify language to read "BellSouth end offices subtending the local tandem" – reference to BellSouth local calling areas does not appear to be necessary.

1.10.1 Homing provision must be explained.

1.10.2 Provision needs to be explained (especially with regard to CMRS traffic).

1.10.3 Delete. Intermedia does not have agreements with all carriers – where is this required in the Act?

1.11.2 Change "their transmission . . ." to "networks". Strike last sentence (the previous sentence requires compatibility – that's enough).

1.11.6 Replace "as promptly as possible" with a set time period.

1.11.9 Last line: replace "BellSouth" with "providing Party's".

2.1, 2.2   Incorporate terms and replace references to BellSouth's Guide or insert "all revisions must be pre-approved by Intermedia".

2.3   Two other options for trunk group facilities must be included: (1) Intermedia facilities for which BellSouth must pay half of Intermedia's tariffed rate, and (2) UNEs, for which Intermedia pays half the UNE rate. Does Intermedia pay full-freight for two-way trunks carrying transit traffic today?

2.X   Add "BellSouth shall provide Intermedia with all available data needed to control trunk blockage, including all such data which BellSouth possesses and may use for itself."

4.   First sentence: change "equal" to "Equal in Quality". After first sentence, insert sentence: "Equal in Quality" shall have the meaning accorded in Section 51.305 of the FCC's Rules, 47 C.F.R. § 51.305.

6.1   Change heading to read "Reciprocal Compensation".

ACTION: Arbitration Issue.

6.1.1   Replace with old definition of local traffic. Intermedia proposes that ISP-bound should continue to be treated as local traffic and that reciprocal compensation will apply until the FCC or state commission establishes an alternative cash compensation mechanism.

6.1.2   Requires clarification: if elemental rates are agreed to, Intermedia will bill BellSouth a symmetrical composite rate consisting of transport, tandem and end office switching (consistent with FCC Rule 51.711). To the extent that 6.1.3, 6.1.4, and 6.1.5 are designed to upend FCC Rule 51.711, they should be deleted.

ACTION: Arbitrate.

6.1.6   Requires explanation. Intermedia should set rates, not BellSouth.

6.1.7   Delete parenthetical.

6.2   Delete – Intermedia will not agree to be bound by BellSouth's local calling areas. Intermedia will not segregate BellSouth-originated ISP-bound traffic for BellSouth.

6.3   What is "intermediary traffic"? If it includes ISP-bound traffic, Intermedia will not agree. Delete sentence starting with "Detailed requirements . . ." (BellSouth should propose additional language to incorporate into this agreement, if it so desires).

6.6.2   First sentence: replace "final order (including any appeals)" with "final and effective order". Additional provisions may be added to account for reversal or modification of such an order on an appeal.

6.7   Change heading to "Compensation for Exchange Access Traffic" (which includes all toll traffic).

6.7.1   Delete.

6.7.2   Replace "intraLATA toll" with "exchange access" and change reference to BellSouth access tariff to the "the providing Party's applicable access tariff". Make last sentence reciprocal.

6.7.3   Break 800 traffic provisions into a separate section (6.7.3, 6.7.4, 6.7.5). Last line: change reference to BellSouth tariff to the "providing Party's" tariff.

6.8.1   Delete.

6.8.2   Sixth line: change BellSouth to "The Parties"; add "including traffic terminated to ported numbers and non-geographic NPAs" at the end of that sentence. Last sentence: add "by mutual agreement of the Parties".

6.8.3   Explanation needed – probably want to delete this section.

6.8.X   Add provisions regarding:

- BellSouth notification to all switched access users with a CIC in a an affected LATA that the Parties have entered an MPB arrangement.
- A procedure for estimating lost or damaged data, if reconstruction is not possible.
- Liability of up to $10,000/month for lost revenue associated with lost or damaged data.
- Data format and data transfer.

6.9.   Revert to "Transit Traffic" provisions from earlier agreements. Otherwise, BellSouth must:

- Explain wireless exceptions.

ACTION: Open - John to check.

- Language of 6.9.1 needs to be adjusted to reflect the reality that Intermedia will not have entered into agreements with all parties (change "will" to "should" in eighth line).

ACTION: Agreed.

- Clarify which carrier gets charged in various instances, including 800 traffic.

6.10 Delete. Intermedia will not agree to provide service to BellSouth for free.

ACTION: Arbitrate Issue.

7.5.1 Replace "remain within the LATA" with "originate and terminate within the LATA" (terminate will have its ordinary meaning which corresponds to the final point of switching by Intermedia or BellSouth).

7.5.3 Last sentence: change "BellSouth's" to "either Party's" and "BellSouth" to "either Party"; change "Intermedia" to "the other".

7.5.4 Change "zero" to "one hundred".

ACTION: Open.

7.5.5, 7.6 Set forth rates in Exhibit and replace two-step payment mechanism with a one-step process.

ACTION: Open to Pat Finland.

7.8 Set forth rates in Exhibit.

7.9.1, 7.9.2 Replace with:
For PVCs between the BellSouth Frame Relay switch and the Intermedia Frame Relay switch, BellSouth will invoice, and Intermedia will pay, the total non-recurring DLCI charges, in those cases where the VC is not Local.

There shall be no CIR charges for any PVCs between the BellSouth Frame Relay switch and the Intermedia Frame Relay switch regardless of whether the VC is Local or non-Local. Compensation for the traffic capacity between the two switches shall be limited to the trunk facility charges referred to in paragraph X of this Section.

If Intermedia orders an interLATA VC connection between a BellSouth subscriber and a BellSouth Frame Relay switch, BellSouth will invoice, and Intermedia will pay, the total non-recurring and recurring PVC charges set forth in Exhibit X.

ACTION: Open

7.9.3 Set forth rates in Exhibit.

ACTION: Open.

7.X   Add section providing that BellSouth's frame relay interconnection rates shall be at TELRIC:

> BellSouth's rates for frame relay interconnection referred to in this section shall be at or below TELRIC-based rates consistent with Section 252(d)(1) of the Act. If it is determined at any time during the effectiveness of this Agreement that BellSouth's rates for frame relay interconnection are at levels in excess of TELRIC-based rates and are not consistent with Section 252(d)(1), the parties shall work cooperatively to replace those rates with TELRIC-based rates expeditiously. If any of the frame relay interconnection rates provided in Exhibit X are replaced pursuant to this paragraph, there shall be a true up retroactive to the effective date of this Agreement of any charges paid under this Agreement in excess of TELRIC–based rates.

7.9.6   Delete.

ACTION: Arbitrate. Rate issue.

7.10   Insert: "Until such time as BellSouth obtains authority to provide in-region interLATA service, Intermedia".

Add   Provisions for:
   • BLV/BLVI traffic.
   • 911 traffic.

4.   **Physical Collocation**

p.1   Delete "negotiated as a whole" language.

ACTION: Agreed.

1.2   Define "Premise" broadly to include any building or structure used by BellSouth to house equipment. Change references from "central office premise" to "Premise" throughout.

ACTION: Agreed.

1.2.1   Time runs from completion of space; modify language so that plans to use within 6 months is included in percentage of space considered used.

ACTION: Open.

1.3   Modify last sentence so that it reads "for any purpose consistent with FCC Rules and Decisions regarding the use of ILEC premises, and generic state commission rules and decisions that are not inconsistent therewith."

ACTION: Agreed.

2.1   FCC Rule 51.321(h) says 10 days (not "business" days) for space availability (if the FCC meant "business days", it would have said so, *see* 51.323(b)).

ACTION: Arbitration Issue.

2.2.2   Last sentence appears to make intervals optional. Tack-on best efforts to respond within 30 days for requests of more than 5.

ACTION: Closed issue.

2.3   Modify last sentence so that it reads "within five (5) business days of *Intermedia's receipt* of the Denial".

ACTION: Agreed.

2.4   Add: "and FCC Rules and Decisions."

ACTION: Agreed.

3.2   Delete reference to local building code – those issues have been resolved; insert "reasonable and nondiscriminatory" in front of BellSouth guidelines.

ACTION: Agreed.

3.2.1   BellSouth should have to go to the state commission, if unable to resolve construction dispute with Intermedia.

ACTION: Agreed.

3.3   Delete exceptions. Modify second to last sentence so that it merely requires notice of Guest and its intended use of space and certification that Guest is subject to the terms and conditions of this attachment.

ACTION: Agreed.

3.3.1   If Intermedia is sole interface, why would its guest have to file an application with and pay a fee to BellSouth?

10

ACTION: Issue closed.

3.3.2 Limit responsibility to that agreed to in the GT&Cs.

ACTION: Open.

3.4   Rates should be established pursuant to the BFR process – this process should not delay construction. An interim rate set forth in Exhibit A (the floor space rate) should be paid subject to true-up.

ACTION: Agreed.

3.4.1   Add "reasonable and nondiscriminatory" in front of BellSouth guidelines. Compliance with more stringent local building codes should be limited to the extent that BellSouth itself complies with those codes and to the extent that such codes are applicable, enforceable and not inconsistent with FCC Rules and Decisions.

ACTION: Agreed.

3.4.2   Add "reasonable and nondiscriminatory" in front of BellSouth guidelines. Strike "up to and including removal of the Adjacent Arrangement" from the last sentence. Add sentence: "If the nature and gravity of the deviation implicates reasonable and nondiscriminatory safety requirements such that removal of the entire adjacent enclosure is required, the Parties mutually will agree to an alternative timeframe not to exceed thirty (30) business days."

ACTION: Agreed.

3.X   Add provision for shared cageless collocation.

ACTION: Agreed.

5.1   Revise language to mirror Rule 51.323 (b) and (c).

ACTION: Agreed.

5.1.1   Modify by adding "to the extent that BellSouth's own equipment meets these standards."

ACTION: Agreed.

5.2.1   Modify provision regarding location of manhole to read "at the *reasonable and nondiscriminatory* discretion of BellSouth and after consultation and input from Intermedia". Add sentence: "BellSouth shall not deny a

collocation application solely for the reason that dual entrance facilities are not available."

ACTION: Agreed.

5.4   Demarcation language needs to ensure that we can convert virtuals to physicals, without moving them.

ACTION: Open.

5.8.1   Change $250 to the cost of the keys.

ACTION: Agreed.

6.1.1   Add period and spaces after subheading.

ACTION: Agreed.

6.1.2   Change "desireS" to "desires".

ACTION: Agreed.

6.2   FCC Rule 51.321(h) says 10 days (not "business" days) for space availability (if the FCC meant "business days", it would have said so, see 51.323(b)). 30 business day response time is exceedingly long. Suggested compromise: keep BellSouth's numbers, but use "days", as opposed to "business days". Last sentence: no amendment of application needed – change should be reflected in the Bona Fide Firm Order. Construction and provisioning intervals must be established – intervals should be shorter for cageless. No exclusion for government licenses and permits.

ACTION: Arbitration Issue.

6.5   BellSouth must provide certification requirements and must commit that it will not unreasonably withhold certification.

ACTION: Agreed.

6.6   Second sentence: perhaps it should only apply to caged collocation space.

ACTION: Closed.

6.8   Last sentence: "Intermedia's".

ACTION: Agreed.

6.9   Virtual to physical collocation language needs to be modified. Two issues: (1) under what circumstances will equipment be moved and at whose expense and (2) non-recurring charges.

ACTION: Open Issue.

7.6   Add "and" between "6.2.2" and "prior".

ACTION: Agreed.

8.3   Delete – BellSouth should be able to establish concrete limits for the two-year duration of this agreement.

ACTION: Agreed.

8.6   Delete – this is vague – Intermedia does not have a relationship with BellSouth's fire insurance company.

ACTION: Closed Issue.

8.7   Delete – "material Breach" is not a defined term.

ACTION: Closed.

Ex. A   All rates should be TELRIC based and consistent with FCC Rules and Decisions and state commission rules and decisions to the extent consistent therewith (this statement should be incorporated into the Exhibit – for example, we may want to explore why the application fee and other rates in Alabama are generally more than 100% higher than they are in Florida – application fee in Kentucky is three times higher than it is in Florida). KDW has not performed an analysis to determine the compliance of rates with FCC and state commission rules and orders. Difference between caged and cageless not clear. Cageless application and all other rates should be lower than caged. Will POT bays no longer be an option after 6/1/99? No minimum space enclosure requirements.

ACTION: Closed.

Ex. B   1.5 Modify the "owned by Intermedia" language.

ACTION: Closed.

5.   Access to Numbers and Number Portability

p.1   Delete "negotiated as a whole" language.

ACTION: Agreed.

Add   New section establishing that nothing in the agreement limits or adversely affects either Party's right to use, or to request and be assigned NXX codes.

ACTION: Closed.

1.1   Delete "Intermedia acknowledges" the first time it appears (after nine (9) days).

ACTION: Closed.

2   Change heading to "Local Number Portability" (it should be generic) and add language requiring LNP in compliance with FCC rules.

ACTION: Agreed.

2.X   Update language on Permanent Number Portability to reflect LRN solution adopted by FCC, conversion to permanent LNP, and recovery of End User Line Charge (applicable if Intermedia uses unbundled switching or resale).

ACTION: Agreed.

4.2   Reference to BellSouth tariff must be changed to "Intermedia or BellSouth local exchange services tariff filed with the appropriate state commission" (Intermedia may define its own local calling areas).

ACTION: Open/agreed (subject to check)

4.3   Replace reference to BellSouth Access Tariff with a reference to Attachment 2.

ACTION: Open

4.9   Reword second sentence – it's confusing.

ACTION: Agreed.

4.10   Replace "nonappealable" with "effective" – Intermedia will not agree to BellSouth's deferring compliance until an order becomes "nonappealable".

ACTION: Agreed.

6. Ordering and Provisioning

p.1 Delete "negotiated as a whole" language.

ACTION: Agreed.

1.1 First sentence, delete: "where technically feasible".

ACTION: Agreed.

2.1 First sentence, add: "nondiscriminatory".

ACTION: Agreed.

2.6 replace with: "Charges for use of BellSouth's OSS are as set forth in this Agreement."

ACTION: Agreed.

3.2 Change "Un PIC" to "no PIC". Second to last sentence, change: "may disconnect" to "shall not disconnect . . . without providing prior notice to Intermedia".*

ACTION: Agreed.

Add Provisions regarding:
- BellSouth to perform all pre-testing necessary to ensure that services ordered meet specifications and shall provide copies of test and turn-up results to Intermedia upon request.

ACTION: Agreed/closed.

- Any written "leave behind" materials shall be non-branded.

ACTION: Agreed.

- Procedure for expediting orders.

ACTION: Open

- FOC intervals: within 24 hours electronically; 48 hours manually (these are BellSouth's current numbers).

ACTION: Open.

- Timing for notification of order rejections or errors.

ACTION: Open.

7.   Billing

p.1   Delete "negotiated as a whole" language.

ACTION: Agreed.

1.1.1   Allow for billing in CABS format *or* in accordance with industry standards.

ACTION: Agreed to language.

1.1.2   1.3, 1.4, 1.6   Payment provisions should be applicable both ways (*i.e.,* change references to BellSouth to the Billing Party and those to Intermedia to the Billed Party). For Section 1.6, replace tariff references to a late payment rate acceptable to both parties (*i.e.,* 12%). *See also* 3.2.

ACTION: Open.

1.7.4   Clarification: BellSouth's notice will be voided and its right to disconnect should cease once payment has been made.

ACTION: Closed

5.5   Delete the "the" before Intermedia (throughout paragraph). *See also* 7.2, 7.5., 7.6.1.1.

ACTION: Agreed.

8.   ROWs, Conduits and Pole Attachments

p.1   Delete "negotiated as a whole" language.

ACTION: Agreed.

9.   Performance Measurements   ***OPEN/ARBITRATION

*   Current version is needed. SQM was scheduled to be replaced 6/30/99.

**   Liquidated damages and penalties for failing to meet standards.
***   Add language which allows amendment to include more stringent standards adopted, ordered or imposed by FCC or *any* state commission – BellSouth will meet the most stringent standards region-wide.

p.1   Delete "negotiated as a whole" language.

**p.1 is closed.

OSS Rates (in each attachment)

*   Intermedia should consider these rates carefully and may want to negotiate better terms for the "Threshold Billing Plan" – may want to preserve entire topic as an issue.

ACTION: Open.

CERTIFICATE OF SERVICE

I hereby certify that on January 19, 2000, a copy of the foregoing document was served on the parties of record, via the method indicated:

[✓] Hand
[ ] Mail
[ ] Facsimile
[ ] Overnight

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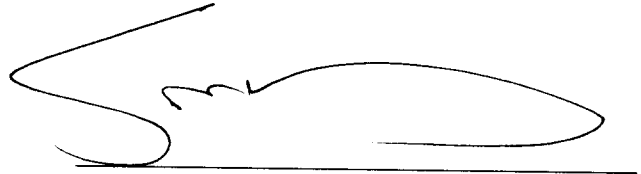
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