COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

| | | |
|---|---|---|
| BELLSOUTH TELECOMMUNICATIONS, INC. | ) | |
| | ) | |
| COMPLAINANT | ) | |
| | ) | |
| v. | ) | CASE NO. 2004-00295 |
| | ) | |
| NUVOX COMMUNICATIONS, INC. | ) | |
| | ) | |
| DEFENDANT | ) | |

ORDER TO SATISFY OR ANSWER

NuVox Communications, Inc. ("NuVox") is hereby notified that it has been named as defendant in a formal complaint filed on July 26, 2004, a copy of which is attached hereto.

Pursuant to 807 KAR 5:001, Section 12, NuVox is HEREBY ORDERED to satisfy the matters complained of or file a written answer to the complaint within 10 days from the date of service of this Order.

Should documents of any kind be filed with the Commission in the course of this proceeding, the documents shall also be served on all parties of record.

Done at Frankfort, Kentucky, this 6th day of August, 2004.

By the Commission

ATTEST:

Executive Director

BD

**BELLSOUTH**

**BellSouth Telecommunications, Inc.**
601 W. Chestnut Street
Room 407
Louisville, KY 40203

Dorothy.Chambers@BellSouth.com

**Dorothy J. Chambers**
General Counsel/Kentucky

502 582 8219
Fax 502 582 1573

RECEIVED
JUL 2 6 2004
PUBLIC SERVICE COMMISSION

July 23, 2004

Ms. Beth O'Donnell
Executive Director
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

2004-00295

Re: Enforcement of Interconnection Agreement between BellSouth Telecommunications, Inc. and NuVox Communications, Inc.

Dear Ms. O'Donnell:

Enclosed for filing in the above-captioned case are the original and ten (10) copies of Complaint of BellSouth Telecommunications, Inc. to Enforce Interconnection Agreement.

Sincerely,

Dorothy J. Chambers

Enclosures

cc: Hamilton E. Russell, III, NuVox Communications, Inc.

545071

**COMMONWEALTH OF KENTUCKY**

**BEFORE THE PUBLIC SERVICE COMMISSION**

| | | |
|---|---|---|
| In Re: | ) | |
| | ) | |
| Enforcement of Interconnection Agreement between BellSouth Telecommunications, Inc and NuVox Communications, Inc. | ) ) ) | Case No.: _____ |

**COMPLAINT OF BELLSOUTH TELECOMMUNICATIONS, INC. TO ENFORCE INTERCONNECTION AGREEMENT**

BellSouth Telecommunications, Inc. ("BellSouth"), by counsel, respectfully files this Complaint, pursuant to KRS 278.260(1) and 807 KAR 5:001, Section 12, to enforce the audit provisions in Attachment 2, Section 10.5.4 of BellSouth's Interconnection Agreement ("Agreement") with NuVox Communications, Inc. ("NuVox,"), and for appropriate relief for NuVox's breach of the parties' Agreement. Pursuant to that provision, which was agreed to by the parties and approved by the Kentucky Public Service Commission ("Commission"), BellSouth is entitled to audit NuVox's records to verify the type of traffic being placed over combinations of loop and transport network elements. BellSouth has given NuVox notice of its intent to conduct such an audit and to seek appropriate relief as dictated by the results of such audit. NuVox has failed and refused to allow such audit in contravention of NuVox's obligations under its Interconnection Agreement. In support of this Complaint, BellSouth alleges and says that:

**PARTIES**

1. BellSouth, a Georgia corporation, is an incumbent local exchange carrier providing telecommunications service in various states, including Kentucky, Alabama, Florida, Georgia, Louisiana, North Carolina, Mississippi, South Carolina and Tennessee.

2. NuVox is a competing local exchange provider (CLEC) that has entered into a nine-state Interconnection Agreement with BellSouth, and that is currently providing service to end users in several states in which BellSouth provides service, including Kentucky.

3. BellSouth's representative for purposes of this proceeding is:

Dorothy J. Chambers
General Counsel – Kentucky
BellSouth Telecommunications, Inc.
601 W. Chestnut Street, Room 407
P.O. Box 32410
Louisville, KY 40232
(502) 582-8219

4. The name and address of the respondent to this Complaint is:

Hamilton E. Russell, III
NuVox Communications, Inc.
Senior Vice President – Legal and Regulatory Affairs
Southeast Region
Suite 500
301 North Main Street
Greenville, South Carolina 29601

## JURISDICTION

5. BellSouth and NuVox have entered into an Interconnection Agreement pursuant to Sections 251 and 252 of the Federal Telecommunications Act of 1996 (the "Act") that governs their relationship in each of the nine states in which BellSouth operates, including Georgia, Florida, South Carolina, Tennessee, North Carolina, Kentucky, Alabama, Mississippi and Louisiana. The Interconnection Agreement is presently in force and, although it expired on June 30, 2003, it continues, by agreement of the Parties, to govern the Parties' relationship until the Parties enter into a new Interconnection Agreement. The Interconnection Agreement has been submitted to the individual state public service commissions in each of the aforementioned states and duly approved by those commissions, including this Commission.

6. Section 15 of the General Terms and Conditions – Part A of the Interconnection Agreement provides that "if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the Commission, the FCC or a court of law for resolution of the dispute." This Complaint is a dispute concerning the interpretation and implementation of the Interconnection Agreement and, therefore, within the jurisdiction of this Commission. BellSouth attempted to resolve this dispute informally, but was not able to do so because of NuVox's refusal to comply with the audit provision contained in Section 10.5.4 of the Interconnection Agreement.

7. The Commission has jurisdiction over this matter pursuant to KRS 278.260(1) and 807 KAR 5:001, Section 12.

## FACTUAL ALLEGATIONS

8. BellSouth and NuVox are parties to an Interconnection Agreement previously submitted to and approved by this Commission.

9. Section 10.5.4 of Attachment 2 to that Interconnection Agreement authorizes BellSouth, upon 30 days' notice to NuVox, to audit NuVox's records to verify the type of traffic being transmitted over combinations of loop and transport network elements purchased by NuVox from BellSouth and to determine whether, based on the audit results, Nuvox is providing a significant amount of local exchange service over the loop and transport combinations. Agreement, Attachment 2, § 10.5.4. (Exhibit A)

10. The facilities to be audited were purchased as special access facilities, but were subsequently converted to Extended Enhanced Links ("EELs") based upon NuVox's self-certification that such facilities were being used to provide a "significant amount of local exchange service."

11. The price paid by NuVox for these facilities when NuVox characterizes the facilities as EELs providing a "significant amount of local exchange service" is less than NuVox would pay if the facilities continued to be treated as special access facilities.

12. Pursuant to the Agreement's terms regarding conversion of special access facilities to EELs, NuVox requested the conversion of 159 circuits in Kentucky starting in 2000.

13. NuVox self-certified, pursuant to Agreement Attachment 2's § 10.5.2, that the circuits qualified for conversion because they were used, or would be used, to provide a "significant amount of local exchange service" for its Kentucky customers.

14. In support of its self-certification, NuVox further certified that it was the "exclusive provider of local exchange service" to the end users to be served by the converted circuits.

15. When BellSouth observed, in the months leading up to March 2002, that the local exchange traffic passing from NuVox to BellSouth was inordinately low in Florida and Tennessee, BellSouth began to question whether NuVox's EELs were in compliance with NuVox's self-certification.

16. Accordingly, on March 15, 2002, BellSouth gave its audit notification to NuVox to determine its EELs compliance, as authorized per the Agreement. (Exhibit B)

17. NuVox's cooperation is required in order for the audit to proceed. To date, NuVox has refused to allow the audit.

18. After NuVox's refusal to permit its EELs circuits to be audited by BellSouth, BellSouth examined its own records to determine whether NuVox was the exclusive local exchange provider for its end users served by EELs. This review was initially confined to Georgia, and was conducted in the June-July 2003 time frame.

19. BellSouth's review consisted of comparing its retail end user records with the name and location of NuVox's end users served by the Georgia EEL circuits.

20. As a result of the review, BellSouth identified 44 EELs in Georgia that were being used by NuVox to provide service to end users who also receive, or received at that time, local exchange service from BellSouth. This number represented 18% of NuVox's EELs circuits in Georgia at that time.

21. Because BellSouth's review used only its own customers' records for the comparison, BellSouth did not ascertain whether other local exchange carriers also provided local exchange service to NuVox's end users, as was the case with 44 of BellSouth's customers in Georgia.

22. After reviewing the Georgia results, BellSouth extended its examination to the remainder of the states in the Southeast region. That examination revealed 271 additional EEL circuits in these other states, including 21 in Kentucky, that NuVox is using, or used, to serve end users who also receive(d) local exchange service from BellSouth. This examination was performed in July 2003.

23. Subsequent examination by BellSouth in early 2004 further revealed that there were, as of January 2004, 363 EELs, including 15 in Kentucky, that NuVox is using, or used, to serve end users who also receive(d) local exchange service from BellSouth. This number represented 15% of NuVox's EELs circuits in Kentucky at the time of the examination.

24. Pursuant to the Agreement, BellSouth is and was entitled to tariffed special access rates for circuits that did or do not comply with NuVox's self-certification.

25. For these circuits, and for any additional circuits that might be found --after an audit -- not to comply with NuVox's self-certification, BellSouth is entitled to the difference in rates as of the date of non-compliance.

26. The audit sought by BellSouth will confirm the facts of NuVox's compliance or non-compliance, and will establish and/or clarify the amount of BellSouth's damages claim(s) against NuVox.

27. NuVox's persistent refusal to permit the audit not only prevents the facts from being confirmed, and proper adjustments to the applicable charges made, but, in light of the findings in the minimal review BellSouth was able to conduct, NuVox's conduct suggests that it is avoiding the audit in an effort to conceal the facts of its non-compliance.

28. NuVox's stated reasons for refusing to allow the audit to commence all deal with matters that are not relevant to the commencement of the audit, or that do not need to be resolved prior to the commencement of the audit.

29. For instance, NuVox insists that BellSouth provide NuVox with a reason for conducting the audit that is satisfactory to NuVox prior to the initiation of the audit. The provision of the Interconnection Agreement authorizing the audit imposes no such requirement. Nor does any other such requirement exist elsewhere. If such a requirement in fact existed, audits would never commence, particularly if the audited company had a reason to want to prevent the audit.

30. Similarly, NuVox objects to the independent auditor selected by BellSouth to conduct the audit. Again, the provision of the Interconnection Agreement authorizing the commencement of the audit does not empower NuVox to stop or delay an audit because it objects to the auditor chosen, on "independence" or any other grounds. There is no requirement in the Interconnection Agreement or in any relevant Commission or FCC order that requires the parties to agree upon an auditor prior to the commencement of the audit. Again, if a company to be audited could stall or prevent an audit merely by objecting to the auditor selected by

BellSouth, no audit would ever occur, particularly if the company involved had a reason to want to prevent the audit.

31. In addition, there are other issues raised by NuVox, including whether NuVox would be required to reimburse BellSouth for the audit, which initially will be at BellSouth's sole expense, should the audit disclose that NuVox has improperly certified that the facilities in question were providing a "significant amount of local exchange service." Such issues would certainly be germane at the conclusion of the audit, should the audit reveal that NuVox had in fact misrepresented that a "significant amount of local exchange service" was being provided using the facilities in question, but cannot be used to block the initiation of such an audit.

32. BellSouth has an unconditional right, after giving 30 days' notice, which it has done, to initiate an audit, at its sole expense, of NuVox's records. NuVox refused, and continues to refuse, to comply with the notice provided, or to allow the audit to proceed. BellSouth is entitled to commence such an audit.

## CAUSES OF ACTION

33. The preceding paragraphs in this Complaint are incorporated by reference as though fully set forth herein.

34. By its refusal to permit the audit, of which it has been duly and properly notified, NuVox has breached, and continues to breach, the Agreement (a contract governed by Georgia law).

35. Although BellSouth cannot, due to NuVox's conduct, ascertain the amount of its damages flowing from NuVox's breach of the Agreement, BellSouth asserts that its own review of the circuits in question reveals that it has been damaged, at a minimum, by the loss of special access rates to which it was entitled for all non-compliant circuits in Kentucky, per circuit, from

the starting date of NuVox's non-compliance through the present, or such shorter period indicated by cessation of use of the circuit or the cessation of NuVox's non-compliance with its certification for any other reason, such as the termination of service provided by a party other than NuVox.

36. Despite NuVox's past and continuing breach of the Agreement by its persistent refusal to permit BellSouth to audit the circuits in question, NuVox remains under a contractual duty to permit the audit sought by BellSouth. BellSouth continues to want an audit of NuVox's circuits and, thus, NuVox's compliance with the Agreement continues to be required.

## REQUEST FOR RELIEF

WHEREFORE, BellSouth requests that the Commission:

1. Enter an order declaring that NuVox has breached, and continues to breach, its Interconnection Agreement with BellSouth by having failed, and by failing, to allow BellSouth to audit NuVox's EELs circuits that NuVox has self-certified as providing "a significant amount of local exchange service."

2. Enter an order requiring NuVox to allow such an audit of its records immediately, or as soon thereafter as BellSouth can arrange to have auditors available, and to cease and desist from any further activity designed to delay, stall, or otherwise obstruct the audit.

3. Enter an order requiring NuVox to cooperate in such audit by providing the auditors selected by BellSouth with appropriate working facilities, and access to any required records in a manner that will allow the timely conduct and completion of the audit in question. The Order should also clarify that BellSouth is authorized to provide the auditor with whatever BellSouth records the auditor may reasonably require in conducting the audit, including records in BellSouth's possession that contain proprietary information of another carrier.

4. Grant BellSouth interest on the amount of the difference between the applicable special access rate(s) and the EEL rates paid by NuVox, per circuit ultimately found to be non-compliant, from the date of non-compliance or any earlier date on which use of the circuits ceased for the circuits identified already by BellSouth, and any circuits later identified as a result of the audit so ordered.

5. Grant BellSouth such other and further relief as the Commission deems fair and equitable.

This 23rd day of July, 2004.

Respectfully submitted,

Dorothy J. Chambers
601 W. Chestnut Street, Room 407
P.O. Box 32410
Louisville, KY 40232
(502) 582-8219

R. DOUGLAS LACKEY
E. EARL EDENFIELD
THEODORE C. MARCUS
BellSouth Center – Suite 4300
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375
(404) 335-0743

COUNSEL FOR BELLSOUTH
TELECOMMUNICATIONS, INC.

544884

# EXHIBIT A

# AGREEMENT

**THIS AGREEMENT** is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and TriVergent Communications, Inc. ("TCI"), a South Carolina corporation, on behalf of itself and its certificated operating affiliates identified in Part C hereof, and shall be deemed effective as of June 30, 2000. This Agreement may refer to either BellSouth or TCI or both as a "Party" or "Parties ".

## WITNESSETH

WHEREAS, BellSouth is an incumbent local exchange telecommunications company ("ILEC") authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, TCI is an alternative local exchange telecommunications company ("CLEC") authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, the Parties wish to resell BellSouth's telecommunications services and/or interconnect their facilities, for TCI to purchase network elements and other services from BellSouth, and to exchange traffic specifically for the purposes of fulfilling their applicable obligations pursuant to sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, BellSouth and TCI agree as follows:

1. **Purpose**

The resale, access and interconnection obligations contained herein enable TCI to provide competing telephone exchange service to residential and business subscribers within the territory of BellSouth. The Parties agree that TCI will not be considered to have offered telecommunications services to the public in any state within BellSouth's region until such time as it has ordered services for resale or interconnection facilities for the purposes of providing business and/or residential local exchange service to customers. Furthermore, the Parties agree that execution of this agreement will not preclude either party from advocating its position before the Commission or a court of competent jurisdiction.

# Attachment 2

## Network Elements and Other Services

10.3.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

10.3.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

10.4 Other Network Element Combinations

In the state of Georgia, BellSouth shall make available to TCI, at the rates set forth in Section 10.6 below: (1) Existing Combinations of network elements other than EELs; and (2) combinations of network elements other than EELs that are not Existing Combinations but that BellSouth ordinarily combines in its network. In all other states, BellSouth shall make available to TCI, at the rates set forth in Section 10.6 below, combinations of network elements other than EELs only to the extent such combinations are Existing Combinations.

10.5 Special Access Service Conversions

10.5.1 TCI may not convert special access services to combinations of loop and transport network elements, whether or not TCI self-provides its entrance facilities (or obtains entrance facilities from a third party), unless TCI uses the combination to provide a "significant amount of local exchange service" (as described in Section 10.5.2 below), in addition to exchange access service, to a particular customer.

10.5.2 For the purpose of special access conversions, a "significant amount of local exchange service" is as defined in the FCC's Supplemental Order Clarification, released June 2, 2000, in CC Docket No. 96-98 ("June 2, 2000 Order"). The Parties agree to incorporate by reference paragraph 22 of the June 2, 2000 Order. When TCI requests conversion of special access circuits, TCI will self-certify to BellSouth in the manner specified in paragraph 29 of the June 2, 2000 Order that the circuits to be converted qualify for conversion. In addition there may be extraordinary circumstances where TCI is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in paragraph 22 of June 2, 2000 Order. In such case, TCI may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon TCI's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

10.5.3 Upon request for conversions of up to 15 circuits from special access to EELs, BellSouth shall perform such conversions within seven (7) days from BellSouth's receipt of a valid, error free service order from TCI. Requests for conversions of

fifteen (15) or more circuits from special access to EELs will be provisioned on a project basis. Conversions should not require the special access circuit to be disconnected and reconnected because only the billing information or other administrative information associated with the circuit will change when TCI requests a conversion. The Access Service Request process will be used for conversion requests.

10.5.4 BellSouth may, at its sole expense, and upon thirty (30) days notice to TCI, audit TCIs records not more than one in any twelve month period, unless an audit finds non-compliance with the local usage options referenced in the June 2, 2000 Order, in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. If, based on its audits, BellSouth concludes that TCI is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in this Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from TCI.

10.6 Rates

10.6.1 Georgia

10.6.1.1 The non-recurring and recurring rates for the EEL combinations set forth in 10.3, whether or not such EELs are Existing Combinations, are as set forth in Exhibit A of this Attachment.

10.6.1.2 On an interim basis, for combinations of loop and transport network elements not set forth in Section 10.3, where the elements are not Existing Combinations but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.

10.6.1.3 To the extent that TCI seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, TCI, at its option, can request that such rates be determined pursuant to the Bona Fide Request/New Business Request (NBR) process set forth in this Agreement.

10.6.2 All Other States

10.6.2.1 Subject to Section 10.2.3 and 10.4 preceding, for all other states, the non-recurring and recurring rates for the Existing Combinations of EELs set forth in

# EXHIBIT B

BELLSOUTH

BellSouth Telecommunications
Interconnection Services
675 W. Peachtree Street, NE
Room 34S91
Atlanta, GA 30075

Jerry D. Hendrix
Executive Director

(404) 927-7503
Fax (404) 529-7839
e-mail: jerry.hendrix@bellsouth.com

March 15, 2002

VIA ELECTRONIC AND OVERNIGHT MAIL

Hamilton E. Russell, III
Regional Vice President – Legal and Regulatory Affairs
NuVox Communications, Inc.
Suite 500
301 North Main Street
Greenville, SC 29601

Dear Mr. Russell:

NuVox has requested BellSouth to convert numerous special access circuits to Unbundled Network Elements (UNEs). Pursuant to those request, BellSouth has converted many of those circuits in accordance with BellSouth procedures. Some of the circuits were not converted due to various reasons, (e.g., previously disconnected, duplicates, etc.).

Consistent with the FCC Supplemental Order Clarification, Docket No. 96-98, BellSouth has selected an independent third party, American Consultants Alliance (ACA), to conduct an audit. The purpose of this audit is to verify NuVox's local usage certification and compliance with the significant local usage requirements of the FCC Supplemental Order.

In the Supplemental Order Clarification, Docket No. 96-98 adopted May 19, 2000 and released June 2, 2000 ("Supplemental Order"), the FCC stated:

> "We clarify that incumbent local exchange carriers (LECs) must allow requesting carriers to self-certify that they are providing a significant amount of local exchange service over combinations of unbundled network elements, and we allow incumbent LECs to subsequently conduct limited audits by an independent third party to verify the carrier's compliance with the significant local usage requirements."

Accompanying this letter, please find a Confidentiality and Non-Disclosure Agreement on proprietary information and Attachment A, which provides a list of the information ACA needs from NuVox.

NuVox is required to maintain appropriate records to support local usage and self-certification. ACA will audit NuVox's supporting records to determine compliance of

each circuit converted with the significant local usage requirements of the Supplemental Order.

In order to minimize disruption of NuVox's daily operations and conduct an efficient audit, ACA has assigned senior auditors who have expertise in auditing, special access circuit records and the associated facilities, minutes of use traffic studies, CDR records recorded at the switch for use in billing, and Unbundled Network Elements.

BellSouth will pay for American Consultants Alliance to perform the audit. In accordance with the Supplemental Order, NuVox is required to reimburse BellSouth for the audit if the audit uncovers non-compliance with the local usage options on 20% or more of the circuits audited. This is consistent with established industry practice for jurisdictional report audits. Circuits found to be non-compliant with the certification provided by NuVox will be converted back to special access services and will be subject to the applicable non-recurring charges for those services. BellSouth will seek reimbursement for the difference between the UNE charges paid for those circuits since they were converted and the special access charges that should have applied.

Per the Supplemental Order, BellSouth is providing at least 30 days written notice that we desire the audit to commence on April 15 at NuVox's office in Greenville, SC, or another NuVox location as agreed to by both parties. Our experience in other audits has indicated that it typically takes two weeks to complete the review. Thus, we request that NuVox plan for ACA to be on-site for two weeks. Our audit team will consist of three auditors and an ACA partner in charge.

NuVox will need to supply conference room arrangements at your facility. Our auditors will also need the capability to read your supporting data, however you choose to provide it (file on PC, listing on a printout, etc.). It is desirable to have a pre-audit conference next week with your lead representative. Please have your representative call Shelley Walls at (404) 927-7511 to schedule a suitable time for the pre-audit planning call.

BellSouth has forwarded a copy of this notice to the FCC, as required in the Supplemental Order. This allows the FCC to monitor implementation of the interim requirements for the provision of unbundled loop-transport combinations.

If you have any questions regarding the audit, please contact Shelley Walls at (404) 927-7511. Thank you for your cooperation.

Sincerely,

Jerry D. Hendrix
Executive Director

Enclosures

cc: Michelle Carey, FCC (via electronic mail)
Jodie Donovan-May, FCC (via electronic mail)

Larry Fowler, ACA (via electronic mail)
John Heitmann, Kelley Drye & Warren LLP (via electronic mail)
Tony Nelson, NuVox (via electronic mail)
Jim Schenk, BellSouth (via electronic mail)

Audit to Determine the Compliance Of Circuits Converted by NuVox From BellSouth's Special Access Tariff to Unbundled Network Elements With The FCC Supplemental Order Clarification, Docket No. 96-98

## Information to be Available On-site April 15

Prior to the audit, ACA or BellSouth will provide NuVox the circuit records as recorded by BellSouth for the circuits requested by NuVox that have been converted from BellSouth's special access services to unbundled network elements. These records will include the option under which NuVox self-certified that each circuit was providing a significant amount of local exchange service to a particular customer, in accordance with the FCC's Supplemental Order Clarification.

## Please provide:

NuVox's supporting records to determine compliance of each circuit converted with the significant local usage requirements of the Supplemental Order Clarification.

First Option: NuVox is the end user's only local service provider.

- Please provide a Letter of Agency or other similar document signed by the end user, or
- Please provide other written documentation for support that NuVox is the end user's only local service provider.

Second Option: NuVox provides local exchange and exchange access service to the end user customer's premises but is not the exclusive provider of an end user's local exchange service.

- Please provide the total traffic and the local traffic separately identified and measured as a percent of total end user customer local dial tone lines.
- For DS1 circuits and above please provide total traffic and the local voice traffic separately identified individually on each of the activated channels on the loop portion of the loop-transport combination.
- Please provide the total traffic and the local voice traffic separately identified on the entire loop facility.
- When a loop-transport combination includes multiplexing (e.g., DS1 multiplexed to DS3 level), please provide the above total traffic and the local voice traffic separately identified for each individual DS1 circuit.

Third Option: NuVox provides local exchange and exchange access service to the end user customer's premises but is not the exclusive provider of an end user's local exchange service.

- Please provide the number of activated channels on a circuit that provide originating and terminating local dial tone service.

- Please provide the total traffic and the local voice traffic separately identified on each of these local dial tone channels.
- Please provide the total traffic and the local voice traffic separately identified for the entire loop facility.
- When a loop-transport combination includes multiplexing (e.g., DS1 multiplexed to DS3 level), please provide the above total traffic and the local voice traffic separately identified for each individual DS1 circuit.

Depending on which one of the three circumstances NuVox chose for self certification, other supporting information may be required.

## CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served on Hamilton E. Russell, III, NuVox Communications, Inc. Suite 500, 301 North Main Street, Greenville, SC 29601, by mailing a copy thereof, this 23rd day of July 2004.

Dorothy J. Chambers