

**CASE**

**NUMBER:**

99- 443

IN THE MATTER OF THE PETITION OF THE ELECTRIC AND WATER  
PLANT BOARD OF THE CITY OF FRANKFORT FOR ARBITRATION OF AN  
INTERCONNECTION AGREEMENT WITH BELLSOUTH COMMUNICATIONS,  
INC., PURSUANT TO SECTIONS 252(B) OF THE TELECOMMUNICATIONS  
ACT OF 1996

SEQ NBR	ENTRY DATE	REMARKS
0001	11/24/1999	Application.
0002	11/29/1999	Acknowledgement letter.
M0001	12/17/1999	DOROTHY CHAMBERS BELLSOUTH-RESPONSE TO PETITION FOR ARBITRATION
M0002	01/14/2000	JOHN HUGHES FRANKFOR WATER PLANT BOA-INTERCONNECTION AGREEMENT BETWEEN BELLSOUTH & FRANKFOR
M0003	01/25/2000	BELLSOUTH CREIGHTON MERSHON-LETTER WITH CONCERN TO UNSIGNED INTERCONNECTION AGREEMENT WITH
0003	01/28/2000	Order entered; Briefs due 2/17; Replies due 2/28
M0004	02/17/2000	FRANKFORT WATER PLANT BOARD-BRIEF
M0005	02/18/2000	-
M0006	02/18/2000	DOROTHY CHAMBERS BELLSOUTH-BRIEF
M0008	02/25/2000	DOROTHY CHAMBERS BELLSOUTH-REPLY BRIEF
M0007	02/28/2000	ELECTRIC WATER PLANT BOARD-REPLY BRIEF
0004	03/13/2000	Order entered; executed interconnection agreement with FEWPB due 4/12 for review
M0009	03/20/2000	BELLSOUTH DOROTHY CHAMBERS-RESPONSE TO ORDER OF MARCH 13,00
M0010	04/12/2000	DOROTHY CHAMBERS BELLSOUTH-RESPONSE TO MARCH 13,00 ORDER EXECUTED AGREEMENT
0005	04/19/2000	FINAL ORDER APPROVING AGREEMENT

BellSouth Telecommunications, Inc. 502 582-1475  
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Dorothy.J.Chambers@bridge.bellsouth.com

Dorothy J. Chambers  
General Attorney

or  
BellSouth Telecommunications, Inc.  
601 West Chestnut Street, Room 407  
Louisville, Kentucky 40203

April 11, 2000

RECEIVED

APR 12 2000

PUBLIC SERVICE  
COMMISSION

Mr. Martin J. Huelsmann, Jr.  
Executive Director  
Public Service Commission  
211 Sower Boulevard  
P. O. Box 615  
Frankfort, KY 40602

Re: Petition of the Electric and Water Plant Board of the  
City of Frankfort for Arbitration of an  
Interconnection Agreement with BellSouth  
Telecommunications, Inc. Pursuant to Sections 252(b)  
of the Telecommunications Act of 1996  
PSC 99-443

Dear Mr. Huelsmann:

Pursuant to the Commission's March 13, 2000, Order in the  
above-captioned case, enclosed is the executed Interconnection  
Agreement between BellSouth and the Electric and Water Plant  
Board of the City of Frankfort. Also enclosed are diskettes  
containing the Agreement.

Six copies of the Agreement and eight copies of the  
transmittal letter are filed. The two extra copies of the  
letter are provided for Amanda Hale and Becky Dotson.

Sincerely,

  
Dorothy J. Chambers

Enclosure

cc: Parties of Record (letter only)  
205018

**ATTACHMENT TO TRANSMITTAL LETTER**

The Agreement entered into by and between Frankfort Plant Board and BellSouth Telecommunications, Inc., dated 04/10/2000, for the state of Kentucky consists of the following:

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<b>TOTAL</b>	<b>299</b>

**AGREEMENT  
BETWEEN  
BELLSOUTH TELECOMMUNICATIONS INC.  
AND  
THE ELECTRIC AND WATER PLANT BOARD  
OF THE  
CITY OF FRANKFORT, KENTUCKY**

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## AGREEMENT

**THIS AGREEMENT** is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and The Electric and Water Plant Board of the City of Frankfort, Kentucky, ("Frankfort Plant Board"), a Kentucky municipality, and shall be deemed effective as of April 10, 2000. This Agreement may refer to either BellSouth or Frankfort Plant Board or both as a "Party" or "Parties."

### WITNESSETH

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

WHEREAS, Frankfort Plant Board is an alternative local exchange telecommunications company ("CLEC") providing telecommunications services in the state of Kentucky; and

WHEREAS, the Parties wish to resell BellSouth's telecommunications services and/or interconnect their facilities, purchase network elements and other services, and exchange traffic specifically for the purposes of fulfilling their 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 Frankfort Plant Board agree as follows:

1. **Purpose**

The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform with each Parties' obligations under sections 251 and 252 of the Act. The resale, access and interconnection obligations contained herein enable Frankfort Plant Board to provide competing telephone exchange service to residential and business subscribers within the territory of BellSouth. The Parties agree that Frankfort Plant Board 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.

**2. Term of the Agreement**

2.1 The term of this Agreement shall be three years, beginning  
April 10, 2000.

2.2 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall 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"). The Parties further agree that any such Subsequent Agreement shall be for a term of no less than two (2) years unless the Parties agree otherwise.

2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2, above, the Parties are unable to satisfactorily negotiate new resale and/or local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection and/or resale arrangements pursuant to 47 USC 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection and/or resale arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection and/or resale arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement. Until the Subsequent Agreement becomes effective, the Parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

**3. Ordering Procedures**

3.1 Frankfort Plant Board shall provide BellSouth its Carrier Identification Code (CIC), Operating Company Number (OCN), Group Access Code (GAC) and Access Customer Name and Address (ACNA) code as applicable prior to placing its first order.

3.2 Detailed procedures for ordering and provisioning BellSouth services are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate.

3.3 BellSouth has developed electronic systems for placing most resale and some Unbundled Network Element (UNE) orders. BellSouth has also developed electronic systems for accessing data needed to place orders



including valid address, available services and features, available telephone numbers, due date estimation on pre-order and calculation on firm order, and customer service records where applicable. Charges for Operational Support Systems (OSS) shall be as set forth in this Agreement in Attachment 1 and/or in Attachment 2, 3, 5 and 7 as applicable.

**4. Parity**

The services and service provisioning that BellSouth provides Frankfort Plant Board for resale will be at least equal in quality to that provided to BellSouth, or any BellSouth subsidiary, affiliate or end user. In connection with resale, BellSouth will provide Frankfort Plant Board with pre-ordering, ordering, maintenance and trouble reporting, and daily usage data functionality that will enable Frankfort Plant Board to provide equivalent levels of customer service to their local exchange customers as BellSouth provides to its own end users. BellSouth shall also provide Frankfort Plant Board with network elements, and access to those elements, that is at least equal in quality to that which BellSouth provides BellSouth, or any BellSouth subsidiary, affiliate or other CLEC. BellSouth will provide number portability to Frankfort Plant Board and their customers with minimum impairment of functionality, quality, reliability and convenience.

**5. White Pages Listings**

BellSouth shall provide Frankfort Plant Board and its customers access to white pages directory listings under the following terms:

- 5.1 Listings. BellSouth or its agent will include Frankfort Plant Board residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between Frankfort Plant Board and BellSouth subscribers.
- 5.2 Rates. Subscriber primary listing information in the White Pages shall be provided at no charge to Frankfort Plant Board or its subscribers provided that Frankfort Plant Board provides subscriber listing information to BellSouth at no charge.
- 5.3 Procedures for Submitting Frankfort Plant Board Subscriber Information. BellSouth will provide to Frankfort Plant Board a magnetic tape or computer disk containing the proper format for submitting subscriber listings. Frankfort Plant Board will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. These

procedures are detailed in BellSouth's Local Interconnection and Facility Based Ordering Guide.

- 5.4 Unlisted/Non-Published Subscribers. Frankfort Plant Board will be required to provide to BellSouth the names, addresses and telephone numbers of all Frankfort Plant Board customers that wish to be omitted from directories.
- 5.5 Inclusion of Frankfort Plant Board Customers in Directory Assistance Database. BellSouth will include and maintain Frankfort Plant Board subscriber listings in BellSouth's Directory Assistance databases at no charge. BellSouth and Frankfort Plant Board will formulate appropriate procedures regarding lead time, timeliness, format and content of listing information.
- 5.6 Listing Information Confidentiality. BellSouth will accord Frankfort Plant Board's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to Frankfort Plant Board's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.
- 5.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.
- 5.8 Delivery. BellSouth or its agent shall deliver White Pages directories to Frankfort Plant Board subscribers at no charge.

6. **Bona Fide Request/New Business Request Process for Further Unbundling**

**If Frankfort Plant Board is a facilities based provider or a facilities based and resale provider, this section shall apply.** BellSouth shall, upon request of Frankfort Plant Board, provide to Frankfort Plant Board access to its network elements at any technically feasible point for the provision of Frankfort Plant Board's telecommunications service where such access is necessary and failure to provide access would impair the ability of Frankfort Plant Board to provide services that it seeks to offer. Any request by Frankfort Plant Board for access to a network element, interconnection option, or for the provisioning of any service or product, that is not already available shall be treated as a Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth following.

- 6.1 A Bona Fide Request/New Business Request shall be submitted in writing to Frankfort Plant Board's Account Manager by Frankfort Plant Board and shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include Frankfort Plant Board's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.

7. **Liability and Indemnification**

- 7.1 **BellSouth Liability.** BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible Frankfort Plant Board revenues.

- 7.2 **Liability for Acts or Omissions of Third Parties.** Neither BellSouth nor Frankfort Plant Board shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Agreement.

7.3 **Limitation of Liability.**

- 7.3.1 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 this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

- 7.3.2 **Limitations in Tariffs.** A Party may, in its sole discretion, provide in its tariffs and contracts with its Customer and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to Customer or third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such Loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a Loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such Loss.

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- 7.3.3 Neither BellSouth nor Frankfort Plant Board shall be liable for damages to the other's terminal location, POI or other company's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.
- 7.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 7.4 Indemnification for Certain Claims. BellSouth and Frankfort Plant Board providing services, their affiliates and their parent company, shall be indemnified, defended and held harmless by each other against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the other company's customer arising from one company's use or reliance on the other company's services, actions, duties, or obligations arising out of this Agreement.
- 7.5 No Liability for Certain Inaccurate Data. Neither BellSouth nor Frankfort Plant Board assumes any liability for the accuracy of data provided by one Party to the other and each Party agrees to indemnify and hold harmless the other for any claim, action, cause of action, damage, or injury that might result from the supply of inaccurate data in conjunction with the provision of any service provided pursuant to this Agreement.
- 7.6 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE,

ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

7.7 Limitation of Obligation. It is expressly agreed that all obligations of each Party under this Agreement, including but not limited to any indemnification obligations, shall be payable solely in accordance with applicable federal, state and municipal laws, ordinances and regulations.

8. Intellectual Property Rights and Indemnification

8.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Frankfort Plant Board is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark.

8.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

8.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 7 of this Agreement.

8.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense, but subject to the limitations of liability set forth below:

which is  
a Party's

- 8.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 8.4.2 obtain a license sufficient to allow such use to continue.
- 8.4.3 In the event 8.4.1 or 8.4.2 are commercially unreasonable, then said Party may terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.
- 8.5 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 8.6 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

9. Treatment of Proprietary and Confidential Information

- 9.1 Confidential Information. It may be necessary for BellSouth and Frankfort Plant Board to provide each other with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). All Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. The Information shall not be copied or reproduced in any form. BellSouth and Frankfort Plant Board shall receive such Information and not disclose such Information. BellSouth and Frankfort Plant Board shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and Frankfort Plant Board with a need to know such Information and ~~with~~ employees agree to be bound

by the terms of this Section. BellSouth and Frankfort Plant Board will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

- 9.2 Exception to Obligation. Notwithstanding the foregoing, there will be no obligation on BellSouth or Frankfort Plant Board to protect any portion of the Information that is: (1) made publicly available by the owner of the Information or lawfully disclosed by a Party other than BellSouth or Frankfort Plant Board; (2) lawfully obtained from any source other than the owner of the Information; (3) previously known to the receiving Party without an obligation to keep it confidential; or (4) required by applicable federal, state or local law, order or regulation to be disclosed.

10. Assignments

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void, however, such consent shall not be unreasonably withheld. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate company of the Party without the consent of the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

11. Resolution of Disputes

Except as otherwise stated in this Agreement, the Parties agree 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 for a resolution of the dispute after attempts to resolve the dispute at all management levels for each of the respective Parties have failed. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

12. Taxes

- 12.1 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the Information furnished

hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

12.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

12.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

12.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

12.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.

12.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

12.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

12.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

12.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party, the purchasing



the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

- 12.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 12.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 12.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 12.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- 12.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 12.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 12.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees;

provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

12.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

12.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

12.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

12.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

12.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

13. Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or

negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

**14. Year 2000 Compliance**

Each Party warrants that it has implemented a program the goal of which is to ensure that all software, hardware and related materials (collectively called "Systems") delivered, connected with BellSouth or supplied in the furtherance of the terms and conditions specified in this Agreement: (i) will record, store, process and display calendar dates falling on or after January 1, 2000, in the same manner, and with the same functionality as such software records, stores, processes and displays calendar dates falling on or before December 31, 1999; and (ii) shall include without limitation date data century recognition, calculations that accommodate same century and multicentury formulas and date values, and date data interface values that reflect the century.

**15. Modification of Agreement**

**15.1** BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Frankfort Plant Board any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are interrelated or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.

**15.2** If Frankfort Plant Board changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Frankfort Plant Board to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

- 15.3 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.
- 15.4 Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).
- 15.5 In the event that any final and nonappealable legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Frankfort Plant Board or BellSouth to perform any material terms of this Agreement, Frankfort Plant Board or BellSouth may, on thirty (30) days written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 11.
- 15.6 If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be affected thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

**16. Waivers**

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

**17. Governing Law**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state in which dispute arises, without regard to its conflict of laws principles.

18. **Arm's Length Negotiations**

This Agreement was executed after arm's length negotiations between the undersigned Parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all Parties.

19. **Notices**

19.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, addressed to:

**BellSouth Telecommunications, Inc.**

CLEC Account Team  
9<sup>th</sup> Floor  
600 North 19<sup>th</sup> Street  
Birmingham, Alabama 35203

and

General Attorney - COU  
Suite 4300  
675 W. Peachtree St.  
Atlanta, GA 30375

**Frankfort Plant Board**  
Assistant General Manager  
317 West Second Street  
Frankfort, KY 40601

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

19.2 Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

19.3 BellSouth shall provide Frankfort Plant Board 45-day advance notice via Internet posting of price changes and of changes to the terms and conditions of services available for resale. To the extent that revisions occur between the time BellSouth notifies Frankfort Plant Board of changes under this Agreement and the time the changes are scheduled to

be implemented, BellSouth will immediately notify Frankfort Plant Board of such revisions consistent with its internal notification process. Frankfort Plant Board may not hold BellSouth responsible for any cost incurred as a result of such revisions, unless such costs are incurred as a result of BellSouth's intentional misconduct. Frankfort Plant Board may not utilize any notice given under this subsection concerning a service to market resold offerings of that service in advance of BellSouth.

**20. Rule of Construction**

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

**21. Headings of No Force or Effect**

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

**22. Multiple Counterparts**

This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

**23. Implementation of Agreement**

23.1 The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. The Parties further agree that it is not feasible for this Agreement to set forth each of the applicable and necessary procedures, guidelines, specifications and standards that will promote the Parties' provision of Telecommunications Services to their respective Customers. Accordingly, the Parties each agree to designate a representative to coordinate all implementation activities and where necessary to include technical specialists for each Party or other individuals as may be reasonably required to address a specific task, matter or subject.

23.2 **If Frankfort Plant Board is a facilities based provider or a facilities based and resale provider, this section shall apply.** Within 2 years of the execution of this Agreement, or as may be otherwise mutually agreed upon by the Parties, the parties will adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to:

- 1) Network design;
- 2) Interconnection points;
- 3) Collocation arrangement requests;
- 4) Pre-sales testing;
- 5) Full operational time frames for the business and residential markets.
- 6) Other matters agreed upon by the Parties as required.

An implementation template to be used for the implementation schedule is contained in Attachment 10 of this Agreement.

**24. Filing of Agreement**

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, said costs shall be borne by Frankfort Plant Board.

**25. Entire Agreement**

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior Agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

**This Agreement may include attachments with provisions for the following services:**

Network Elements and Other Services  
Local Interconnection  
Resale  
Collocation

**The following services are included as options for purchase by Frankfort Plant Board. Frankfort Plant Board shall elect said services by written request to its Account Manager if applicable:**

Optional Daily Usage File (ODUF)  
Enhanced Optional Daily Usage File (EODUF)  
Account Specific Usage File (ADUF)

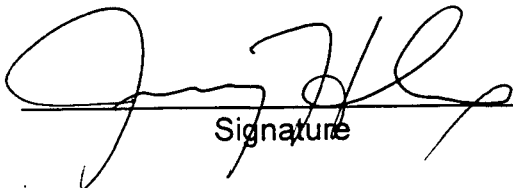
Line Information Database (LIDB) Storage  
Centralized Message Distribution Service (CMDS)  
Calling Name (CNAM)

26. Non Exclusive Nature

Nothing contained herein shall prevent or penalize the Frankfort Plant Board from opting to use similar services to those provided by BellSouth from any third party if and when such services become available.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year above first written.

**BellSouth Telecommunications, Inc:**

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Jerry D. Hendrix  
Name

\_\_\_\_\_  
Senior Director  
Title

\_\_\_\_\_  
4/10/00  
Date

**Electric and Water Plant Board of the  
City of Frankfort, Kentucky**

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
E. Bruce Dungan  
Name

\_\_\_\_\_  
Board Chairperson  
Title

\_\_\_\_\_  
April 4, 2000  
Date

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
James Liebman  
Name

\_\_\_\_\_  
Board Secretary & Treasurer  
Title

\_\_\_\_\_  
April 4, 2000  
Date



## Definitions

**Affiliate** is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

**Centralized Message Distribution System** is the Telcordia (formerly BellCore) administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Interface (EMI) formatted data among host companies.

**Commission** is defined as the appropriate regulatory agency in each of BellSouth's nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

**Daily Usage File** is the compilation of messages or copies of messages in standard Exchange Message Interface (EMI) format exchanged from BellSouth to a CLEC.

**Exchange Message Interface** is the nationally administered standard format for the exchange of data among the Exchange Carriers within the telecommunications industry.

**Information Service** means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.

**Intercompany Settlements (ICS)** is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls and is administered by Telcordia (formerly BellCore)'s Calling Card and Third Number Settlement System (CATS). Included is traffic that originates in one Regional Bell Operating Company's (RBOC) territory and bills in another RBOC's territory.

**Intermediary function** is defined as the delivery of traffic from Frankfort Plant Board; a CLEC other than Frankfort Plant Board or another telecommunications carrier through the network of BellSouth or Frankfort Plant Board to an end user of Frankfort Plant Board; a CLEC other than Frankfort Plant Board or another telecommunications carrier.

**Local Interconnection** is defined as 1) the delivery of local traffic to be terminated on each Party's local network so that end users of either Party have the ability to reach end users of the other Party without the use of any access code or substantial delay in the processing of the call; 2) the LEC network features, functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability sometimes referred

to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.

**Local Traffic** is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS"). The terms Exchange and EAS exchanges are defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Until the Commission, the FCC or a court of competent jurisdiction determines, in a final and non-appealable order ("Order"), whether Enhanced Service Provider ("ESP") and Information Service Provider ("ISP") traffic is within the definition of Local Traffic, such traffic will be held for payment until the jurisdiction of such traffic is determined. The Parties will maintain billing records identifying all such ESP and ISP traffic and will adjust, if necessary, their mutual compensation billing for such local traffic termination consistent with the final Commission, FCC or court decision. The period of adjustment shall be from the effective date of this Agreement to the date the order of the Commission, the FCC or the court becomes final and nonappealable.

**Message Distribution** is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.

**Multiple Exchange Carrier Access Billing ("MECAB")** means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Telcordia (formerly BellCore) as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or CLECs or by one LEC in two or more states within a single LATA.

**Network Element** is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers access to the Network Elements, unbundled loops; network interface device; sub-loop elements; local switching; transport; tandem switching; operator systems; signaling; access to call-related databases; dark fiber as set forth in Attachment 2 of this Agreement.

**Non-Intercompany Settlement System (NICS)** is the Telcordia (formerly BellCore) system that calculates non-intercompany settlements amounts due from one company to another within the same RBOC region. It includes credit card, third number and collect messages.

**Percent of Interstate Usage (PIU)** is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "non-intermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "non-intermediary", local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating Party pays services.

**Percent Local Usage (PLU)** is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "non-intermediary" local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating Party pays minutes of use.

**Revenue Accounting Office (RAO) Status Company** is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

**Service Control Points ("SCPs")** are defined as databases that store information and have the ability to manipulate data required to offer particular services.

**Signal Transfer Points ("STPs")** are signaling message switches that interconnect Signaling Links to route signaling messages between switches and databases. STPs enable the exchange of Signaling System 7 ("SS7") messages between switching elements, database elements and STPs. STPs provide access to various BellSouth and third party network elements such as local switching and databases.

**Signaling links** are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a set of two or four dedicated 56 kbps transmission paths between Frankfort Plant Board designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point.

**Telecommunications** means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

**Telecommunications Service** means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

**Telecommunications Act of 1996 ("Act")** means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 USC Section 1 et. seq.).

**Attachment 1**

**Resale**

## RESALE

### 1 Discount Rates

The rates pursuant by which Frankfort Plant Board is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

### 2 Definition of Terms

- 2.1 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.
- 2.2 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.
- 2.3 END USER means the ultimate user of the telecommunications services.
- 2.4 END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the telecommunications services.
- 2.5 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- 2.6 OTHER/COMPETITIVE LOCAL EXCHANGE COMPANY (OLEC/CLEC) means a telephone company operating pursuant to law within BellSouth's franchised area to provide local exchange service within BellSouth's franchised area.

- 2.7 RESALE means an activity wherein a CLEC operating pursuant to law, such as Frankfort Plant Board, subscribes to the telecommunications services of BellSouth and then reoffers those telecommunications services to the public (with or without "adding value").
- 2.8 RESALE SERVICE AREA means the area within which a CLEC, such as Frankfort Plant Board, may legally offer resold local exchange telecommunications service.

### 3 General Provisions

- 3.1 Frankfort Plant Board may resell the tariffed local exchange and toll telecommunications services of BellSouth contained in the General Subscriber Service Tariff and Private Line Service Tariff subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other services specified in this Attachment. BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this Agreement and subject to the exclusions and limitations set forth in Exhibit B to this Agreement. BellSouth does not however waive its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. The Parties reserve the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.

- 3.2 Frankfort Plant Board may purchase resale services from BellSouth for their own use in operating their business. The resale discount will apply to those services under the following conditions:

3.2.1 Frankfort Plant Board must resell services to other end users.

- 3.2.2 Frankfort Plant Board must order services through resale interfaces, i. e., the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant to Section 3 of the General Terms and Conditions.
- 3.2.3 Frankfort Plant Board cannot be an alternative local exchange telecommunications company for the single purpose of selling to themselves.
- 3.3 The provision of services by BellSouth to Frankfort Plant Board does not constitute a joint undertaking for the furnishing of any service.
- 3.4 Frankfort Plant Board will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from Frankfort Plant Board for all services.
- 3.5 Frankfort Plant Board will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the end user except to the extent provided for herein.
- 3.6 BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth.
- 3.7 BellSouth maintains the right to serve directly any end user within the service area of Frankfort Plant Board. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of Frankfort Plant Board.
- 3.8 Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- 3.9 Current telephone numbers may normally be retained by the end user. However, telephone numbers are the property of BellSouth and are assigned to the service furnished. Frankfort Plant Board has no property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business.



- 3.10 For the purpose of the resale of BellSouth's telecommunications services by Frankfort Plant Board, BellSouth will provide Frankfort Plant Board with an on line access to telephone numbers for reservation on a first come first serve basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of nine (9) days. Frankfort Plant Board acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC) and in such instances BellSouth may request that Frankfort Plant Board cancel its reservations of numbers. Frankfort Plant Board shall comply with such request.

Further, upon Frankfort Plant Board's request, and for the purpose of the resale of BellSouth's telecommunications services by Frankfort Plant Board, BellSouth will reserve up to 100 telephone numbers per CLLIC, for Frankfort Plant Board's sole use. Such telephone number reservations shall be valid for ninety (90) days from the reservation date. Frankfort Plant Board acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity of Frankfort Plant Board's reasonable need in that particular CLLIC.

- 3.11 BellSouth may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to Frankfort Plant Board.
- 3.12 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.13 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.14 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.15 BellSouth accepts no responsibility to any person for any unlawful act committed by Frankfort Plant Board or its end users as part of providing service to Frankfort Plant Board for purposes of resale or otherwise.
- 3.16 BellSouth will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with BellSouth's end users. Law enforcement agency subpoenas and court orders regarding end users of Frankfort Plant Board will be directed to Frankfort Plant Board.

BellSouth will bill Frankfort Plant Board for implementing any requests by law enforcement agencies regarding Frankfort Plant Board end users.

- 3.17 The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:
- 3.17.1 Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service;
  - 3.17.2 Cause damage to BellSouth's plant;
  - 3.17.3 Impair the privacy of any communications; or
  - 3.17.4 Create hazards to any BellSouth employees or the public.
- 3.18 Frankfort Plant Board assumes the responsibility of notifying BellSouth regarding less than standard operations with respect to services provided by Frankfort Plant Board.
- 3.19 Facilities and/or equipment utilized by BellSouth to provide service to Frankfort Plant Board remain the property of BellSouth.
- 3.20 White page directory listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Service Tariff and will be available for resale.
- 3.21 BellSouth provides electronic access to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. Frankfort Plant Board agrees not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission, and further agrees that Franklin Plant Board will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.
- 3.22 All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from Resellers who utilize the services. Charges for use of Operational Support Systems (OSS) shall be as set forth in Exhibit A of this attachment.

3.23 Where available to BellSouth's end users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:

- Simplified Message Desk Interface - Enhanced ("SMDI-E")
- Simplified Message Desk Interface ("SMDI") Message Waiting Indicator ("MWI") stutter dial tone and message waiting light feature capabilities
- Call Forward on Busy/Don't Answer ("CF-B/DA")
- Call Forward on Busy ("CF/B")
- Call Forward Don't Answer ("CF/DA")

Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.

3.24 BellSouth's Inside Wire Maintenance Plan may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.

3.25 All costs incurred by BellSouth for providing services requested by Frankfort Plant Board that are not covered in the BellSouth tariffs shall be recovered from Frankfort Plant Board if Frankfort Plant Board utilizes those services.

3.26 Recovery of charges associated with implementing Number Portability through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be billed to Resellers of BellSouth's telecommunications services and will be as filed in FCC No. 1. This charge will not be discounted.

#### **4 BellSouth's Provision of Services to Frankfort Plant Board**

4.1 Frankfort Plant Board agrees that its resale of BellSouth services shall be as follows:

4.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.

- 4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider (IPP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.
  - 4.1.3 BellSouth reserves the right to periodically audit services purchased by Frankfort Plant Board to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Frankfort Plant Board shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit.
  - 4.2 Resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features (e.g. a usage allowance per month), shall not be aggregated across multiple resold services.
  - 4.3 Frankfort Plant Board may resell services only within the specific resale service area authorized by law.
  - 4.4 Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.
- 5 Maintenance of Services**
- 5.1 Frankfort Plant Board will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service.
  - 5.2 Services resold under BellSouth's Tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth.
  - 5.3 Frankfort Plant Board or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth,

other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.

- 5.4 Frankfort Plant Board accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.5 Frankfort Plant Board will be BellSouth's single point of contact for all repair calls on behalf of Frankfort Plant Board's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.
- 5.6 Frankfort Plant Board will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.7 For all repair requests, Frankfort Plant Board accepts responsibility for adhering to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.8 BellSouth will bill Frankfort Plant Board for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.
- 5.9 BellSouth reserves the right to contact Frankfort Plant Board's end users, if deemed necessary, for maintenance purposes.

## 6 **Establishment of Service**

- 6.1 Upon the filing of this Agreement, and, if applicable, after receiving certification as a local exchange company from the appropriate regulatory agency, Frankfort Plant Board will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for Frankfort Plant Board. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, BellSouth will begin taking orders for the resale of service.
- 6.2 Service orders will be in a standard format designated by BellSouth.

- 6.3 When notification is received from Frankfort Plant Board that a current end user of BellSouth will subscribe to Frankfort Plant Board's service, standard service order intervals for the appropriate class of service will apply.
- 6.4 BellSouth will not require end user confirmation prior to establishing service for Frankfort Plant Board's end user customer. Frankfort Plant Board must, however, be able to demonstrate end user authorization upon request.
- 6.5 Frankfort Plant Board will be the single point of contact with BellSouth for all subsequent ordering activity resulting in additions or changes to resold services except that BellSouth will accept a request directly from the end user for conversion of the end user's service from Frankfort Plant Board to BellSouth or will accept a request from another CLEC for conversion of the end user's service from Frankfort Plant Board to the other LEC. BellSouth will notify Frankfort Plant Board that such a request has been processed.
- 6.6 If BellSouth determines that an unauthorized change in local service to Frankfort Plant Board has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess Frankfort Plant Board as the CLEC initiating the unauthorized change, the unauthorized change charge described in FCC Tariff No. 1, Section 13 or applicable state tariff. Appropriate nonrecurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, will also be assessed to Frankfort Plant Board. These charges can be adjusted if Frankfort Plant Board provides satisfactory proof of authorization.
- 6.7 In order to safeguard its interest, BellSouth reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.
- 6.7.1 Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to BellSouth. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
- 6.7.2 If a security deposit is required, such security deposit shall be made prior to the inauguration of service.

- 6.7.3 Such security deposit may not exceed two months' estimated billing.
- 6.7.4 The fact that a security deposit has been made in no way relieves Frankfort Plant Board from complying with BellSouth's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth.
- 6.7.5 BellSouth reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 6.7.6 In the event that Frankfort Plant Board defaults on its account, service to Frankfort Plant Board will be terminated and any security deposits held will be applied to its account.
- 6.7.7 Interest on a security deposit shall accrue and be refunded in accordance with the terms in the appropriate BellSouth tariff.

## 7 Payment And Billing Arrangements

- 7.1 Prior to submitting orders to BellSouth for local service, a master account must be established for Frankfort Plant Board. Frankfort Plant Board is required to provide the following before a master account is established: proof of PSC/PUC certification, if applicable, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.
- 7.2 BellSouth shall bill Frankfort Plant Board on a current basis all applicable charges and credits.
- 7.3 Payment of all charges will be the responsibility of Frankfort Plant Board. Frankfort Plant Board shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by Frankfort Plant Board from Frankfort Plant Board's end user. BellSouth will not become involved in billing disputes that may arise between Frankfort Plant Board and its end user. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

- 7.4 BellSouth will render bills each month on established bill days for each of Frankfort Plant Board's accounts.
- 7.5 BellSouth will bill Frankfort Plant Board in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. BellSouth will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges (TRS), and franchise fees, to Frankfort Plant Board.
- 7.6 The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.
- 7.6.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in section 7.8 following, shall apply.
- 7.6.2 If Frankfort Plant Board requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to Frankfort Plant Board.
- 7.6.3 Billing Disputes
- 7.6.3.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:



7.6.3.2 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution

7.6.3.3 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.

7.6.3.4 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.

7.7 Upon proof of tax exempt certification from Frankfort Plant Board, the total amount billed to Frankfort Plant Board will not include any taxes due from the end user to reflect the tax exempt certification and local tax laws. Frankfort Plant Board will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.

7.8 If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to

BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff and Section B2 of the Private Line Service Tariff.

- 7.9 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to Frankfort Plant Board.
- 7.10 BellSouth will not perform billing and collection services for Frankfort Plant Board as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.
- 7.11 Pursuant to 47 CFR Section 51.617, BellSouth will bill Frankfort Plant Board end user common line charges identical to the end user common line charges BellSouth bills its end users.
- 7.12 In general, BellSouth will not become involved in disputes between Frankfort Plant Board and Frankfort Plant Board's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, Frankfort Plant Board shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with Frankfort Plant Board to resolve the matter in as timely a manner as possible. Frankfort Plant Board may be required to submit documentation to substantiate the claim.

## 8 Discontinuance of Service

- 8.1 The procedures for discontinuing service to an end user are as follows:
- 8.1.1 Where possible, BellSouth will deny service to Frankfort Plant Board's end user on behalf of, and at the request of, Frankfort Plant Board. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Frankfort Plant Board.
- 8.1.2 At the request of Frankfort Plant Board, BellSouth will disconnect a Frankfort Plant Board end user customer.

- 8.1.3 All requests by Frankfort Plant Board for denial or disconnection of an end user for nonpayment must be in writing.
  - 8.1.4 Frankfort Plant Board will be made solely responsible for notifying the end user of the proposed disconnection of the service.
  - 8.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise Frankfort Plant Board when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by Frankfort Plant Board and/or the end user against any claim, loss or damage arising from providing this information to Frankfort Plant Board. It is the responsibility of Frankfort Plant Board to take the corrective action necessary with its end users who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.
  - 8.1.6 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from an end user or an end user's CLEC at the same address served by the denied facility.
- 8.2 The procedures for discontinuing service to Frankfort Plant Board are as follows:
- 8.2.1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Frankfort Plant Board of the rules and regulations of BellSouth's Tariffs.
  - 8.2.2 If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to Frankfort Plant Board, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition BellSouth may, at the same time, give thirty days notice to the person designated by Frankfort Plant Board to receive notices of noncompliance, and discontinue the provision of existing services to Frankfort Plant Board at any time thereafter.

- 8.2.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
- 8.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Frankfort Plant Board's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Frankfort Plant Board without further notice.
- 8.2.5 If payment is not received or arrangements made for payment by the date given in the written notification, Frankfort Plant Board's services will be discontinued. Upon discontinuance of service on a Frankfort Plant Board's account, service to Frankfort Plant Board's end users will be denied. BellSouth will also reestablish service at the request of the end user or Frankfort Plant Board upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. Frankfort Plant Board is solely responsible for notifying the end user of the proposed disconnection of the service.
- 8.2.6 If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

**APPLICABLE DISCOUNTS**

The telecommunications services available for purchase by Frankfort Plant Board for the purposes of resale to Frankfort Plant Board end users shall be available at the following discount off of the retail rate.

DISCOUNT*			
STATE	RESIDENCE	BUSINESS	CSAs**
KENTUCKY	16.79%	15.54%	

\*When a CLEC provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.

\*\* Unless noted in this column, the discount for Business will be the applicable discount rate for CSAs.

**OPERATIONAL SUPPORT SYSTEMS (OSS RATES)**

	Electronic Per LSR received from the CLEC by one of the OSS interactive interfaces	Manual Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
OSS LSR Charge	\$3.50	\$19.99
USOC	SOMEK	SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

Threshold Billing Plan

The Parties agree that Frankfort Plant Board will incur the electronic rate for all LSRs, both electronic and manual, if the percentage of electronic LSRs to total LSRs meets or exceeds the threshold percentages shown below:

Year	Ratio: Electronic/Total LSRs
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the electronic LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

## Exhibit B

**EXCLUSIONS AND LIMITATIONS  
ON SERVICES AVAILABLE FOR RESALE**

Type of Service	KY	
	Resale?	Discount?
1. Grandfathered Services (Note 1)	Yes	Yes
2. Contract Service Arrangements	Yes	Yes
3. Promotions > 90 Days (Note 2)	Yes	Yes
4. Promotions < 90 Days (Note 2)	No	No
5. Lifeline/Link Up Services	Note 3	Note 3
6. 911/E911 Services	Yes	Yes
7. N11 Services	No	No
8. AdWatch <sup>SM</sup> Svc (See Note 4)	Yes	No
9. MemoryCall <sup>®</sup> Service	Yes	No
10. Mobile Services	Yes	No
11. Federal Subscriber Line Charges	Yes	No
12. Non-Recurring Charges	Yes	Yes
13. End User Line Charge – Number Portability	Yes	No
14. Public Telephone Access Service (PTAS)	Yes	Yes

**Applicable Notes:**

1. Grandfathered services can be resold only to existing subscribers of the grandfathered service.
2. Where available for resale, promotions will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly.
3. Lifeline/Link Up services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services as set forth in Sections A3 and A4 of the GSST.
4. AdWatch<sup>SM</sup> Service is tariffed as BellSouth<sup>®</sup> AIN Virtual Number Call Detail Service.

Message  
 1. Message  
 2. Message  
 3. Message  
 4. Message  
 5. Data Tran  
 6. Data Tran  
 7. Data Tran  
 8. Data Tran  
 9. Data Tran  
 10. Data Tran  
 11. Data Tran  
 12. Data Tran  
 13. Data Tran  
 14. Data Tran

BELLSOUTH/Frankfort Plant Board Rates  
ODUF/EDOUF/CMDR/CNAM

DESCRIPTION	USOC	KY
ODUF/EDOUF/CMDR	N/A	\$0.0008611
ODUF: Receiving, per message	N/A	\$0.0032357
ODUF: Transmitting, per message	N/A	\$0.004
EDOUF: Receiving, per message	N/A	\$0.004
EDOUF: Transmitting, per message	N/A	\$55.68
CMDR: Receiving, per magnetic tape provisioned	N/A	\$47.30
CMDR: Transmitting, per magnetic tape provisioned	N/A	\$0.0000365
EC: Receiving, per magnetic tape provisioned	N/A	\$0.0000364
EC: Transmitting, per magnetic tape provisioned	N/A	\$0.001
EQ: Receiving, per magnetic tape provisioned	N/A	\$0.016
EQ: Transmitting, per magnetic tape provisioned	N/A	\$0.01
CNAM (Database Owner), Per Query	N/A	\$595.00
CNAM (Non-Database Owner), Per Query *	N/A	
* Volume and term arrangements are also available.		
<b>NOTES:</b> If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by parties upon request by either party.		

**Attachment 2**  
**Network Elements and Other Services**



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## ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

### 1. Introduction

- 1.1 Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers access to the Network Elements, unbundled loops; network interface device; sub-loop elements; local switching; transport; tandem switching; operator systems; signaling; access to call-related databases; dark fiber as set forth in this Attachment.
- 1.2 BellSouth shall, upon request of Frankfort Plant Board, and to the extent technically feasible, provide to Frankfort Plant Board access to its network elements for the provision of Frankfort Plant Board's telecommunications service. If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.
- 1.3 Frankfort Plant Board may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner Frankfort Plant Board chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop elements which are located outside of the central office, BellSouth shall deliver the network elements purchased by Frankfort Plant Board for combining to the designated Frankfort Plant Board collocation space. The network elements shall be provided as set forth in this Attachment.
- 1.4 BellSouth will provide the following combined network elements for purchase by Frankfort Plant Board. The rate of the following combined network elements is the sum of the individual element prices as set forth in this Attachment. Order Coordination as defined in Section 2 of Attachment 2 of this Agreement is available for each of these combinations:
- SL2 loop and cross connect
  - Port and cross connect
  - Port and cross connect and common (shared) transport

- Port and vertical features
- SL2 Loop with loop concentration
- Port and common (shared) transport
- SL2 Loop and Local Number Portability ("LNP")

1.5 BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.

1.6 In the event that any final and nonappealable legislative, regulatory, judicial or other legal action modifies or redefines the "Network Elements" in a manner which materially affects the terms of this Attachment or the Network Elements and/or prices set forth herein, either Party may, on thirty (30) days written notice, require renegotiation of such terms, and the Parties shall renegotiate in good faith such new terms in accordance with such legislative, regulatory, judicial or other legal action. In the event such new terms are not renegotiated within ninety (90) days after the notice for renegotiation, either Party may petition the Commission for resolution of the dispute between the Parties. Each Party reserves the right to seek judicial review of any Commission ruling concerning this Attachment.

1.7 Frankfort Plant Board will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service.

**2. Unbundled Loops, Integrated Digital Loop Carriers, Network Interfaces Device, Unbundled Loop Concentration (ULC) System, Sub loops and Dark Fiber**

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of unbundled loops.

**2.1 Unbundled Loops**

**2.1.1 Definition**

The loop is the physical medium or functional path on which a subscriber's traffic is carried from the Main Distribution Frame ("MDF") or similar terminating device in a central office up to the termination at the Network Interface Device ("NID") at the customer's premise. Each loop will be provisioned with a NID.

- 2.1.2 The provisioning of service to a CLEC will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in collocation space. These cross-connects are a separate element and are not considered a part of the loop.
- 2.1.3 BellSouth Order Coordination referenced in Attachment 2 includes two types: "Order Coordination" and "Order Coordination - Time Specific."
- 2.1.3.1 Order Coordination (OC) refers to standard BellSouth service order coordination involving SL2 voice loops and all digital loops. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and Frankfort Plant Board advised.
- 2.1.3.2 Order Coordination – Time Specific (OC-TS) refers to service order coordination in which Frankfort Plant Board requests a specific time for a service order conversion to take place. Loops on a single service order of 14 or more loops will be provisioned on a project basis. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. Frankfort Plant Board may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If Frankfort Plant Board specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.
- 2.1.4 Where facilities are available, BellSouth will install loops within a 5 -7 business days interval. For orders of 14 or more loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by Frankfort Plant Board, expedite charges will apply for intervals less than 5 days. The charges outlined in BellSouth's FCC No. 1, Section 5.1.1, will apply. If Frankfort Plant Board cancels an order for network elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1, Section 5.4.
- 2.1.5 If Frankfort Plant Board modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to

accommodate the modification will be reimbursed by Frankfort Plant Board.

- 2.1.6 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2).
- 2.1.6.1 SL1 loops will be non-designed, will not have test points, and will not come with any Order Coordination (OC) or engineering information/circuit make-up data. Upon issuance of an order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers. If Frankfort Plant Board requests work to be done for SL1s that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.
- 2.1.6.2 SL2 loops shall have test points, will be designed with a Design Layout Record provided to Frankfort Plant Board, and will be provided with Order Coordination. The OC feature will allow Frankfort Plant Board to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.
- 2.1.7 BellSouth will also offer Unbundled Digital Loops (UDL). They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a Design Layout Record (DLR).
- 2.1.8 As a chargeable option on all loops except UVL-SL1 and UCL, BellSouth will offer Order Coordination - Time Specific (OC-TS). This will allow Frankfort Plant Board the ability to specify the time that the coordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.
- 2.1.9 Frankfort Plant Board will be responsible for testing and isolating troubles on the loops. Once Frankfort Plant Board has isolated a trouble to the BellSouth provided loop, Frankfort Plant Board will issue a trouble to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers.

- 2.1.9.1 If Frankfort Plant Board reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge Frankfort Plant Board for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.1.9.2 If Frankfort Plant Board reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge Frankfort Plant Board for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.1.10 In addition to the UVLs and UDLs, BellSouth shall make available an Unbundled Copper Loop (UCL). The UCL will be a copper twisted pair loop up to eighteen (18) kilofeet in length that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL may contain up to 6,000 ft of bridge tap in addition to the loop itself.
- 2.1.10.1 The UCL loop will be a designed circuit, provisioned with a test point and come standard with a DLR. OC will be offered as a chargeable option on all UCL loops. OC-TS will not be offered on UCLs.
- 2.1.10.2 The UCL is a dry cooper loop and is not intended to support any particular telecommunications service. Frankfort Plant Board may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of Frankfort Plant Board's choosing. Frankfort Plant Board will determine the type of service that will be provided over the loop.
- 2.1.10.3 Because the UCL shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, Frankfort Plant Board agrees that BellSouth's UCL will not be held to the service level and performance expectations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCLs.
- 2.1.10.4 The UCL loop shall be provided to Frankfort Plant Board in accordance with BellSouth's Technical Reference 73600.
- 2.1.11 Technical Requirements
- 2.1.11.1 To the extent available within BellSouth's Network at a particular location, BellSouth will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, ADSL, HDSL, DS1 and digital data (up to 64 kb/s).

- 2.1.11.1.1 Additional services may include digital PBXs, primary rate ISDN, and Nx64 kb/s. If a requested loop type not available, then Frankfort Plant Board can use the Special Construction process to request that BellSouth place facilities or otherwise modify facilities in order to meet the CLEC's request.
- 2.1.11.2 Frankfort Plant Board will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.
- 2.1.11.3 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.1.11.1 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by Frankfort Plant Board will be consistent with industry standards and BellSouth's TR73600.
- 2.1.11.4 Frankfort Plant Board may utilize the unbundled loops to provide any telecommunication service it wishes. However, BellSouth will only provision, maintain and repair the loops to the standards that are consistent with the type of loop ordered. For example, if Frankfort Plant Board orders an ISDN-capable loop but wants to use the loop for a service other than ISDN, BellSouth will only support that the loop is capable of providing ISDN service. For non-service specific loops (e.g. UCL, loops modified by Frankfort Plant Board using the Special Construction process), BellSouth will only support that the loop has copper continuity and balanced tip-and-ring.
- 2.1.11.5 In some instances, Frankfort Plant Board will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that Frankfort Plant Board can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. Frankfort Plant Board will determine the type of service that will be provided over the loop. In some cases, Frankfort Plant Board may be required to pay additional charges for the removal of certain types of equipment. BellSouth's Special Construction process will be used to determine the costs and feasibility of these activities.
- 2.1.11.5.1 In cases in which Frankfort Plant Board has requested that BellSouth remove equipment from the BellSouth loop, BellSouth will no longer be expected to maintain and repair the loop to the standards specified for that loop type in the TR73600 and other standards referenced in this Agreement. BellSouth will only support that these loops provide electrical continuity and balance relative to tip-and-ring.

2.1.11.5.2 Frankfort Plant Board, in performance of its obligations pursuant to the preceding Section, shall maintain records that will reflect that pursuant to Frankfort Plant Board's request BellSouth has removed certain equipment from BellSouth provided loops and as such the loop may not perform within the technical specifications associated with that loop type. Frankfort Plant Board will not report to BellSouth troubles on said loops where the loops are not performing within the technical specifications of that loop type.

2.1.11.5.3 In addition, Frankfort Plant Board recognizes there may be instances where a loop modified in this manner may be subjected to normal network configuration changes that may cause the circuit characteristics to be changed and may create an outage of the service that Frankfort Plant Board has placed on the loop. If this occurs, BellSouth will work cooperatively with Frankfort Plant Board to restore the circuit to its previous modified status as quickly as possible. Frankfort Plant Board will pay the Time and Materials costs associated with BellSouth's work efforts needed to bring the loop back to its previous modified status.

2.1.12 The loop shall be provided to Frankfort Plant Board in accordance with the following Technical References:

2.1.12.1 BellSouth's TR73600, Unbundled Local Loop Technical Specification

2.1.12.2 Telcordia (formerly BellCore) TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.

2.1.12.3 Telcordia (formerly BellCore) TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.

2.1.12.4 ANSI T1.102 - 1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.

2.1.12.5 ANSI T1.403 - 1989, American National Standard for Telecommunications - Carrier to Customer Installation, DS1 Metallic Interface Specification.

## **2.2 Integrated Digital Loop Carriers**

2.2.1 Where BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local loop and BellSouth has a suitable alternate facility available, BellSouth will make arrangements to permit Frankfort Plant Board to order a contiguous local loop. To the extent it is technically feasible, these arrangements will provide Frankfort Plant Board with the capability to serve end users at a level that is at parity with the level of



service BellSouth provides its customers. If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. Frankfort Plant Board will then have the option of paying the one-time SC rates to place the loop facilities or Frankfort Plant Board may chose some other method of providing service to the end-user (e.g., Resale, private facilities, etc.).

## **2.3 Network Interface Device**

### **2.3.1 Definition**

The Network Interface Device (NID) is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the end user customer's premises. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end user. The NID features two independent chambers or divisions which separate the service provider's network from the end user's inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider, and the end-user customer each make their connections. The NID provides a protective ground connection, and is capable of terminating cables such as twisted pair cable.

### **2.3.2 Technical Requirements**

2.3.2.1 The Network Interface Device shall provide a clean, accessible point of connection for the inside wiring and for the Distribution Media and shall maintain a connection to ground that meets the requirements set forth below.

2.3.2.2 The NID shall be capable of transferring electrical analog or digital signals between the end user's inside wiring and the Distribution Media.

2.3.2.3 All NID posts or connecting points shall be in place, secure, usable and free of any rust or corrosion. The protective ground connection shall exist and be properly installed. The ground wire will also be free of rust or corrosion and have continuity relative to ground.

2.3.2.4 The NID shall be capable of withstanding all normal local environmental variations.

2.3.2.5 Where feasible, the NID shall be physically accessible to Frankfort Plant Board designated personnel. In cases where entrance to the end user's

premises is required to give access to the NID, Frankfort Plant Board shall obtain entrance permission directly from the end user.

2.3.2.6 BellSouth shall offer the NID as a stand-alone component. Additionally, Frankfort Plant Board may connect its loop to any spare capacity on the BellSouth NID. Where necessary to comply with an effective Commission order, BellSouth will allow Frankfort Plant Board to disconnect the BellSouth loop from the BellSouth NID in order to connect Frankfort Plant Board's loop to the BellSouth NID. In these cases, Frankfort Plant Board accepts all liability associated with this process and it is Frankfort Plant Board's responsibility to make sure the disconnected BellSouth loop is properly grounded.

### 2.3.3 Interface Requirements

2.3.3.1 The NID shall be equal to or better than all of the requirements for NIDs set forth in the following technical references:

2.3.3.1.1 Telcordia (formerly BellCore) Technical Advisory TA-TSY-000120 "Customer Premises or Network Ground Wire";

2.3.3.1.2 Telcordia (formerly BellCore) Generic Requirement GR-49-CORE "Generic Requirements for Outdoor Telephone Network Interface Devices";

2.3.3.1.3 Telcordia (formerly BellCore) Technical Requirement TR-NWT-00239 "Indoor Telephone Network Interfaces";

2.3.3.1.4 Telcordia (formerly BellCore) Technical Requirement TR-NWT-000937 "Generic Requirements for Outdoor and Indoor Building Entrance"

## 2.4 Unbundled Loop Concentration (ULC) System

2.4.1 BellSouth will provide to Frankfort Plant Board Unbundled Loop Concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.

2.4.2 ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high speed connection from the concentrator will be at the electrical DS1 level and may connect to Frankfort Plant Board at Frankfort Plant Board's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto

multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to Frankfort Plant Board's collocation space. ULC service is offered with or without concentration and with or without protection. A Line Interface element will be required for each loop that is terminated onto the ULC system. Rates for ULC are as set forth in this Attachment.

## **2.5 Sub-loop Elements**

Where facilities permit and where necessary to comply with an effective Commission order, BellSouth shall offer access to its voice grade Unbundled Sub-Loop (USL), Unbundled Sub-Loop Concentration (USLC) System and Unbundled Network Terminating Wire (UNTW) elements.

### **2.5.1 Unbundled Sub-Loop (USL)**

#### **2.5.1.1 Definition**

The voice grade Unbundled Sub-Loop provides connectivity between the NID component of the sub-loop and the terminal block on the customer-side of a Feeder Distribution Interface (FDI). This termination and cross-connect field may be in the form of an outside plant distribution closure or remote terminal. Riser cable that extends from BellSouth's point-of-entry into a building (e.g., equipment closet, terminal room, etc.) to the NID on a particular floor or office space in a multi-tenant building is also classified as a USL. Unbundled Sub-Loops will be provisioned as voice grade 2-wire or 4-wire circuits and will include a NID.

2.5.1.2 The Unbundled Sub-Loop will consist of a copper twisted pair. In areas with fiber distribution, Unbundled Sub-Loops cannot be provided.

#### **2.5.1.3 Requirements for All Unbundled Sub-Loops**

2.5.1.3.1 Voice grade Unbundled Sub-Loops were originally built as part of the entire voice grade loop from the BellSouth central office to the customer network interface. Therefore, the voice grade Unbundled Sub-Loop may have load coils which are necessary for transmission of voice grade services. The voice grade Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.

2.5.1.3.2 Unbundled Sub-Loop shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. In a scenario that involves connection at a BellSouth cross-box located in the field, Frankfort

Plant Board would be required to deliver a cable to the BellSouth remote terminal or cross-box to provide continuity to Frankfort Plant Board's feeder facilities. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box. Frankfort Plant Board's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician. In a scenario that requires connection in a building equipment room, BellSouth will install a cross connect panel on which access to the requested sub-loops will be connected. The CLEC's cable pairs can then be connected to the Unbundled Sub-Loop pairs on this cross-connect panel by the BellSouth technician.

- 2.5.1.3.3 BellSouth will provide Unbundled Sub-Loops where possible. Through the firm order Service Inquiry (SI) process, BellSouth will determine if it is feasible to place the required facilities where Frankfort Plant Board has requested access to Unbundled Sub-Loops. If existing capacity is sufficient to meet the CLEC demand, then BellSouth will perform the set-up work as described in section 2.5.1.3.4. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in 2.5.1.3.4) to accommodate Frankfort Plant Board's request for Unbundled Sub-Loops, BellSouth will use its Special Construction (SC) process to determine the additional costs required to provision the Unbundled Sub-Loops. Frankfort Plant Board will then have the option of paying the one-time SC charge to modify the facilities to meet Frankfort Plant Board's request.
- 2.5.1.3.4 During the initial set-up in a BellSouth cross-connect box in the field, the BellSouth technician will perform the necessary work to splice the CLEC's cable into the cross-connect box. For the set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel that will be used to provide access to the requested USLs. Once the set-up is complete, the CLEC requested sub-loop pairs would be provisioned through the service order process based on the submission of a LSR to the LCSC.
- 2.5.1.4 Interface Requirements
  - 2.5.1.4.1 Unbundled Sub-Loop shall be equal to or better than each of the applicable interface requirements set forth in the following technical reference:
    - 2.5.1.4.1.1 Telcordia (formerly BellCore) TR-NWT-000049, "Generic Requirements for Outdoor Telephone Network Interface Devices," Issued December 1, 1994;

2.5.2 Unbundled Sub-Loop Concentration System (USLC)

2.5.2.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth will provide to Frankfort Plant Board with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into Frankfort Plant Board's collocation space. TR-008 and TR303 interface standards are available.

2.5.2.2 USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of Frankfort Plant Board's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of Frankfort Plant Board's sub-loops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to Frankfort Plant Board's collocation space within the SWC that serves the RT where Frankfort Plant Board's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.

2.5.2.3 In these scenarios Frankfort Plant Board would be required to place a cross-box, RT, or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow Frankfort Plant Board's sub-loops to then be placed on the ULSC and transported to their collocation space at a DS1 level.

2.5.3 Unbundled Network Terminating Wire (UNTW)

2.5.3.1 BellSouth agrees to offer its Unbundled Network Terminating Wire (UNTW) to Frankfort Plant Board pursuant to the following terms and conditions at rates as set forth in this Attachment.

2.5.3.2 Definition

UNTW is twisted copper wire that extends from BellSouth's point-of-entry into a multi-dwelling unit (MDU) complex or multi-tenant unit (MTU) complex to the point of demarcation at the end-users location. The UNTW will not include a Network Interface Device (NID).

2.5.3.3 Requirements

2.5.3.3.1 BellSouth will retain the first pair of NTW going into each end user premises. BellSouth will offer spare pairs that are available to an end users premises to Frankfort Plant Board. Available spare pairs are defined as pairs that are not being utilized by BellSouth or by a third party to provide an end user with working service at the time of Frankfort Plant Board's request for UNTW. If no spare pairs are available and the end user is no longer using BellSouth's local service, BellSouth will relinquish the first pair to Frankfort Plant Board. If after BellSouth has relinquished the first pair to Frankfort Plant Board and the end user decides to change local service providers to BellSouth, Frankfort Plant Board will relinquish the first pair back to BellSouth.

2.5.3.3.2 Notwithstanding the foregoing, should BellSouth subsequently require the use of additional pair(s) to provide for the activation of additional lines in an end users premises in response to a request from such end user, Frankfort Plant Board agrees to surrender their spare pair(s) upon request by BellSouth.

2.5.3.3.3 If an end user of Frankfort Plant Board desires to receive local exchange service from a service provider who is not a Party to this Agreement, and such third party service provider needs access to the BellSouth UNTW to provide local exchange service to the end user, then Frankfort Plant Board agrees to surrender the requisite number of its inactive spare pair(s) if no other spare pair is available and upon request by BellSouth.

2.5.3.3.4 If Frankfort Plant Board has placed NTW at a location and an end user desires to receive local exchange service from BellSouth and BellSouth needs access to Frankfort Plant Board's NTW to provide local exchange service to the end user, then Frankfort Plant Board agrees to surrender the requisite number of its spare pair(s) upon request by BellSouth.

2.5.3.3.5 In new construction, where possible, both Parties may at their option and with the property owner's agreement install their own NTW. In existing construction, BellSouth shall not be required to install new or additional NTW beyond existing NTW to provision the services of Frankfort Plant Board.

2.5.3.4 Technical Requirements

2.5.3.4.1 In these scenarios, BellSouth will connect the requested UNTW pairs to a cross-connect panel designed for CLEC access to BellSouth's NTW. Frankfort Plant Board will be required to place a cross-box, terminal, or other similar device and deliver a cable to this cross-connect panel.

Frankfort Plant Board will then connect their cable to the cross-connect panel to access the requested UNTW pairs.

## **2.6 Dark Fiber**

2.6.1 BellSouth agrees to offer access to Dark Fiber pursuant to the terms and conditions following and at the rates set forth in this Attachment. In Kentucky, if BellSouth has plans to use the fiber in a three year planning period, there is no requirement to provide it. The Parties agree that Dark Fiber will be used in the provisioning of local service.

2.6.2 Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available. No regeneration or optical amplification will be included with this element.

### **2.6.3 Requirements**

2.6.3.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. BellSouth shall offer all Dark Fiber to Frankfort Plant Board pursuant to the prices set forth in this Attachment.

2.6.3.2 Frankfort Plant Board may test the quality of the Dark Fiber to confirm its usability and performance specifications.

2.6.3.3 BellSouth shall use its best efforts to provide to Frankfort Plant Board information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from Frankfort Plant Board ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation").

2.6.3.4 BellSouth shall use its best efforts to make Dark Fiber available to Frankfort Plant Board within thirty (30) business days after it receives written confirmation from Frankfort Plant Board that the Dark Fiber previously deemed available by BellSouth is wanted for use by Frankfort Plant Board. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Frankfort Plant Board to connect or splice Frankfort Plant Board provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

2.7 **Rates**

The prices that Frankfort Plant Board shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

2.8 **Operational Support Systems (OSS)**

BellSouth has developed and made available the following mechanized systems by which Frankfort Plant Board may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	KY
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50 SOMEK
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	\$19.99 SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

2.8.1 Denial/Restoral OSS Charge

In the event Frankfort Plant Board provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

2.8.2 Cancellation OSS Charge

Frankfort Plant Board will incur an OSS charge for an accepted LSR that is later canceled by Frankfort Plant Board.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

2.8.3 Threshold Billing Plan

The Parties agree that Frankfort Plant Board will incur the electronic rate for all LSRs, both electronic and manual, if the percentage of electronic



LSRs to total LSRs **meets or exceeds** the threshold percentages shown below:

Year	Ratio: Electronic/Total LSRs
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

### **3. Switching**

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of local and tandem switching.

#### **3.1 Local Switching**

##### **3.1.1 Definition**

Local Switching is the Network Element that provides the functionality required to connect the appropriate originating lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired terminating line or trunk. Such functionality shall include access to all of the features, functions, and capabilities that the underlying BellSouth switch that is providing such Local Switching function is then capable of providing, including but not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including call processing), CENTREX, Automatic Call Distributor (ACD), Carrier pre-subscription (e.g. long distance carrier, intraLATA toll), Carrier Identification Code (CIC) portability capabilities, testing and other operational features inherent to the switch and switch software. It also provides access to transport, signaling (ISDN User Part (ISUP)) and

Transaction Capabilities Application Part (TCAP), and platforms such as adjuncts, Public Safety Systems (911), operator services, Directory Assistance Services and Advanced Intelligent Network (AIN). Remote Switching Module functionality is included in the Local Switching function. The switching capabilities used will be based on the line side features they support. Local Switching will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g., call forwarding) and CENTREX capabilities. Where required to do so in order to comply with an effective Commission order, Local Switching, including the ability to route to Frankfort Plant Board's transport facilities, dedicated facilities and systems, shall be unbundled from all other Network Elements and other services, i.e., Operator Systems, Common (Shared) Transport, and Dedicated Transport. BellSouth and Frankfort Plant Board shall continue to work with the appropriate industry groups to develop a long-term solution for selective routing.

- 3.1.1.1 A featureless port is one that has a line port, switching functionality, and an interoffice port. A featured port is a port that includes all features then capable or a number of then capable features specifically requested by Frankfort Plant Board. Any features that are not currently then capable but are technically feasible through the switch can be requested through the BFR process.
- 3.1.1.2 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to Frankfort Plant Board purchasing local BellSouth switching and reselling BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. Frankfort Plant Board customers may use the same dialing arrangements as BellSouth customers, but obtain a Frankfort Plant Board branded service.
- 3.1.2 Technical Requirements
  - 3.1.2.1 The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function of Local Switching.
  - 3.1.2.2 Local Switching shall be equal to or better than the requirements for Local Switching set forth in Telcordia (formerly BellCore)'s Local Switching Systems General Requirements (FR-NWT-000064).
  - 3.1.2.3 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.
  - 3.1.2.4 Subject to this section, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network

Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by Frankfort Plant Board will be made pursuant to the Bona Fide Request/ New Business Request Process as set forth in General Terms and Conditions.

- 3.1.2.5 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.
- 3.1.2.6 BellSouth shall activate service for a Frankfort Plant Board customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to Frankfort Plant Board's services without loss of switch feature functionality as defined in this Agreement.
- 3.1.2.7 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.
- 3.1.2.8 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.
- 3.1.2.9 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non-discriminatory manner.
- 3.1.2.10 BellSouth shall perform manual call trace and permit customer originated call trace.
- 3.1.2.11 Special Services provided by BellSouth will include the following:
  - 3.1.2.11.1 Telephone Service Prioritization;
  - 3.1.2.11.2 Related services for handicapped;
  - 3.1.2.11.3 Soft dial tone where required by law; and
  - 3.1.2.11.4 Any other service required by law.
- 3.1.2.12 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STP). These capabilities shall adhere to Telcordia (formerly BellCore) specifications - TCAP (GR-1432-CORE), ISUP (GR-905-CORE), Call Management (GR-1429-CORE), Switched Fractional DS1 (GR-1357-CORE), Toll Free Service (GR-1428-CORE), Calling Name (GR-1597-CORE), Line Information Database (GR-954-CORE), and Advanced Intelligent Network (GR-2863-CORE).

- 3.1.2.13 BellSouth shall provide interfaces to adjuncts through Telcordia (formerly BellCore) standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.
- 3.1.2.14 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to Frankfort Plant Board, upon a reasonable request from Frankfort Plant Board. Frankfort Plant Board will pay BellSouth for all costs incurred to provide such performance data through the Business Opportunity Request process.
- 3.1.2.15 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party. Such feature offerings shall include but are not limited to:
  - 3.1.2.15.1 Basic and primary rate ISDN;
  - 3.1.2.15.2 Residential features;
  - 3.1.2.15.3 Customer Local Area Signaling Services (CLASS/LASS);
  - 3.1.2.15.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and
  - 3.1.2.15.5 Advanced intelligent network triggers supporting Frankfort Plant Board and BellSouth service applications.
- 3.1.3 BellSouth shall offer to Frankfort Plant Board all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services. Triggers that are currently available are:
  - 3.1.3.1 Off-Hook Immediate
  - 3.1.3.2 Off-Hook Delay
  - 3.1.3.3 Termination Attempt
  - 3.1.3.4 6/10 Public Office Dialing Plan
  - 3.1.3.5 Feature Code Dialing
  - 3.1.3.6 Customer Dialing Plan
- 3.1.4 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to Frankfort Plant Board:
  - 3.1.4.1 Private EAMF Trunk

- 3.1.4.2 Shared Interoffice Trunk (EAMF, SS7)
- 3.1.4.3 N11
- 3.1.4.4 Automatic Route Selection
- 3.1.5 Where capacity exists, BellSouth shall assign each Frankfort Plant Board customer line the class of service designated by Frankfort Plant Board (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from Frankfort Plant Board customers to Frankfort Plant Board directory assistance operators at Frankfort Plant Board's option.
- 3.1.6 Where capacity exists, BellSouth shall assign each Frankfort Plant Board customer line the class of services designated by Frankfort Plant Board (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from Frankfort Plant Board customers to Frankfort Plant Board operators at Frankfort Plant Board's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to a Frankfort Plant Board Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.
- 3.1.7 Local Switching shall be offered in accordance with the requirements of the following technical references:
  - 3.1.7.1 Telcordia (formerly BellCore) GR-1298-CORE, AIN Switching System Generic Requirements, as implemented in BellSouth's switching equipment;
  - 3.1.7.2 Telcordia (formerly BellCore) GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements;
  - 3.1.7.3 Telcordia (formerly BellCore) TR-NWT-001284, AIN 0.1 Switching System Generic Requirements;
  - 3.1.7.4 Telcordia (formerly BellCore) SR-NWT-002247, AIN Release 1 Update.
- 3.1.8 Interface Requirements
  - 3.1.8.1 BellSouth shall provide the following interfaces to loops:
    - 3.1.8.1.1 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
    - 3.1.8.1.2 Coin phone signaling;

- 3.1.8.1.3 Basic Rate Interface ISDN adhering to appropriate Telcordia (formerly BellCore) Technical Requirements;
- 3.1.8.1.4 Two-wire analog interface to PBX;
- 3.1.8.1.5 Four-wire analog interface to PBX;
- 3.1.8.1.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);
- 3.1.8.1.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia (formerly BellCore) Technical Requirements;
- 3.1.8.1.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and
- 3.1.8.1.9 Loops adhering to Telcordia (formerly BellCore) TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.
- 3.1.8.2 BellSouth shall provide access to the following but not limited to:
  - 3.1.8.2.1 SS7 Signaling Network or Multi-Frequency trunking if requested by Frankfort Plant Board;
  - 3.1.8.2.2 Interface to Frankfort Plant Board operator services systems or Operator Services through appropriate trunk interconnections for the system; and
  - 3.1.8.2.3 Interface to Frankfort Plant Board Directory Assistance Services through the Frankfort Plant Board switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other Frankfort Plant Board required access to interexchange carriers as requested through appropriate trunk interfaces.

## 3.2 Tandem Switching

### 3.2.1 Definition

Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

### 3.2.2 Technical Requirements

- 3.2.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:

- 3.2.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;
- 3.2.2.1.2 Tandem Switching will provide screening as jointly agreed to by Frankfort Plant Board and BellSouth;
- 3.2.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;
- 3.2.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by Frankfort Plant Board;
- 3.2.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));
- 3.2.2.1.6 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
- 3.2.2.1.7 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.
- 3.2.2.1.8 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXCs, ICOs, CAPs and CLEC switches.
- 3.2.2.1.9 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLECs (e.g., between a CLEC end office and the end office of another CLEC).
- 3.2.2.1.10 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
- 3.2.2.1.11 Tandem Switching shall record billable events and send them to the area billing centers designated by Frankfort Plant Board. Tandem Switching will provide recording of all billable events as jointly agreed to by Frankfort Plant Board and BellSouth.
- 3.2.2.1.12 Upon a reasonable request from Frankfort Plant Board, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to Frankfort Plant Board.

- 3.2.2.1.13 BellSouth shall maintain Frankfort Plant Board's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.
- 3.2.2.1.14 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non-discriminatory manner.
- 3.2.2.1.15 Selective Call Routing through the use of line class codes is not available through the use of tandem switching. Selective Call Routing through the use of line class codes is an end office capability only. Detailed primary and overflow routing plans for all interfaces available within BellSouth's switching network shall be mutually agreed to by Frankfort Plant Board and BellSouth.
- 3.2.2.1.16 Tandem Switching shall process originating toll-free traffic received from Frankfort Plant Board's local switch.
- 3.2.2.1.17 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.
- 3.2.2.2 Interface Requirements
- 3.2.2.2.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
- 3.2.2.2.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.
- 3.2.2.2.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.
- 3.2.2.2.4 Tandem Switching shall interconnect with Frankfort Plant Board's switch, using two-way trunks, for traffic that is transiting via BellSouth's network to interLATA or intraLATA carriers. At Frankfort Plant Board's request, Tandem Switching shall record and keep records of traffic for billing.
- 3.2.2.2.5 Tandem Switching shall provide an alternate final routing pattern for Frankfort Plant Board's traffic overflowing from direct end office high usage trunk groups.
- 3.2.2.3 Tandem Switching shall meet or exceed (i.e., be more favorable to Frankfort Plant Board) each of the requirements for Tandem Switching set forth in the following technical references:



- 3.2.2.3.1 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;
- 3.2.2.3.2 GR-905-CORE covering CCSNIS;
- 3.2.2.3.3 GR-1429-CORE for call management features; and
- 3.2.2.3.4 GR-2863-CORE and Telcordia (formerly BellCore) GR-2902-CORE covering CCS AIN interconnection.

**3.3 Rates**

The prices that Frankfort Plant Board shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

**3.4 Operational Support Systems (OSS)**

BellSouth has developed and made available the following mechanized systems by which Frankfort Plant Board may submit LSRs electronically.

- LENS Local Exchange Navigation System
- EDI Electronic Data Interface
- EDI-PC Electronic Data Interface – Personal Computer
- TAG Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS		KY
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces		\$3.50 SOMEK
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces		\$19.99 SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

3.4.1 Denial/Restoral OSS Charge

In the event Frankfort Plant Board provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

3.4.2 Cancellation OSS Charge

Frankfort Plant Board will incur an OSS charge for an accepted LSR that is later canceled by Frankfort Plant Board.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

3.4.3 Threshold Billing Plan

The Parties agree that Frankfort Plant Board will incur the electronic rate for all LSRs, both electronic and manual, if the percentage of electronic LSRs to total LSRs **meets or exceeds** the threshold percentages shown below:

Year	Ratio: Electronic/Total LSRs
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

**4. Transport and Dark Fiber**

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of unbundled transport and dark fiber.

**4.1 Common (Shared) Transport**

**4.1.1 Definition of Common (Shared) Transport**

Common (Shared) Transport is an interoffice transmission path between two BellSouth end-offices, BellSouth end-office and a local tandem, or

between two local tandems. Where BellSouth Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Common (Shared) Transport. Common (Shared) Transport consists of BellSouth inter-office transport facilities and is unbundled from local switching.

4.1.2 Technical Requirements of Common (Shared) Transport

4.1.2.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards.

4.1.2.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.

4.1.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.

4.1.2.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the following technical references (as applicable for the transport technology being used):

4.1.2.4.1 ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;

4.1.2.4.2 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;

4.1.2.4.3 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;

4.1.2.4.4 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;

4.1.2.4.5 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching;

4.1.2.4.6 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;

- 4.1.2.4.7 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;
- 4.1.2.4.8 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;
- 4.1.2.4.9 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;
- 4.1.2.4.10 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;
- 4.1.2.4.11 ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;
- 4.1.2.4.12 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;
- 4.1.2.4.13 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);
- 4.1.2.4.14 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
- 4.1.2.4.15 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
- 4.1.2.4.16 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;
- 4.1.2.4.17 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);
- 4.1.2.4.18 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;
- 4.1.2.4.19 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;

- 4.1.2.4.20 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);
- 4.1.2.4.21 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;
- 4.1.2.4.22 Telcordia (formerly BellCore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 4.1.2.4.23 Telcordia (formerly BellCore) GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
- 4.1.2.4.24 Telcordia (formerly BellCore) GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;
- 4.1.2.4.25 Telcordia (formerly BellCore) TR-NWT 000507, Transmission, Section 7, Issue 5 (Telcordia (formerly BellCore), December 1993). (A module of LSSGR, FR-NWT-000064.);
- 4.1.2.4.26 Telcordia (formerly BellCore) TR-NWT-000776, Network Interface Description for ISDN Customer Access;
- 4.1.2.4.27 Telcordia (formerly BellCore) TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;
- 4.1.2.4.28 Telcordia (formerly BellCore) ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue 1 May 1989;
- 4.1.2.4.29 Telcordia (formerly BellCore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987.

## **4.2 Dedicated Transport**

### **4.2.1 Definitions**

- 4.2.1.1 Dedicated Transport is defined as BellSouth transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers.

- 4.2.1.2 Unbundled Local Channel
- 4.2.1.2.1 Unbundled Local Channel is the dedicated transmission path between Frankfort Plant Board's Point of Presence and the BellSouth Serving Wire Center's collocation.
- 4.2.1.3 Unbundled Interoffice Channel.
- 4.2.1.3.1 Unbundled Interoffice Channel is the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.
- 4.2.2 BellSouth shall offer Dedicated Transport in each of the following ways:
  - 4.2.2.1 As capacity on a shared UNE facility.
  - 4.2.2.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to Frankfort Plant Board. This circuit shall consist of an Unbundled Local Channel or an Unbundled Interoffice Channel or both.
- 4.2.3 When Dedicated Transport is provided it shall include:
  - 4.2.3.1 Transmission equipment such as, line terminating equipment, amplifiers, and regenerators;
  - 4.2.3.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable.
- 4.2.4 Rates for Dedicated Transport are listed in this Attachment.
- 4.2.5 Technical Requirements
  - 4.2.5.1 This Section sets forth technical requirements for all Dedicated Transport.
  - 4.2.5.2 When BellSouth provides Dedicated Transport, the entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to Frankfort Plant Board designated traffic.
  - 4.2.5.3 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, (1) DS0, DS1 and DS3 transport services, and (2) SONET at available transmission bit rates.
  - 4.2.5.4 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards.

- 4.2.5.5 Where applicable, for DS3, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.
- 4.2.5.6 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
  - 4.2.5.6.1 DS0 Equivalent;
  - 4.2.5.6.2 DS1 (Extended SuperFrame - ESF);
  - 4.2.5.6.3 DS3 (signal must be framed);
  - 4.2.5.6.4 SDH (Synchronous Digital Hierarchy) Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
- 4.2.5.7 When Dedicated Transport is provided, BellSouth shall design it according to BellSouth's network infrastructure to allow for the termination points specified by Frankfort Plant Board.
- 4.2.5.8 National References:
  - 4.2.5.8.1 ANSI T1.101-1994 American National Standard for Telecommunications – *Synchronization Interface for Digital Networks*;
  - 4.2.5.8.2 ANSI T1.105.01-1995 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Automatic Protection Switching*;
  - 4.2.5.8.3 ANSI T1.105.02-1995 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Payload Mappings*;
  - 4.2.5.8.4 ANSI T1.105.03-1994 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Jitter at Network Interfaces*;
  - 4.2.5.8.5 ANSI T1.105.03a-1995 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Jitter at Network Interfaces – DS1 Supplement*;
  - 4.2.5.8.6 ANSI T1.107-1995 American National Standard for Telecommunications – *Digital Hierarchy – Formats Specifications*;

- 4.2.5.8.7 ANSI T1.403-1995 American National Standard for Telecommunications – *Network-to-Customer Installation – DS1 Metallic Interface*;
- 4.2.5.8.8 ANSI T1.404-1994 American National Standard for Telecommunications – *Network-to-Customer Installation – DS3 Metallic Interface Specification*;
- 4.2.5.8.9 ANSI T1.404a-1996 American National Standard for Telecommunications – *Network-to-Customer Installation – DS3 Metallic Interface Specification (supplement)*;
- 4.2.5.8.10 IEC 825-1 Safety of Laser Products, Part 1: Equipment classifications, requirements and user's guide, First Edition, 1999-11;
- 4.2.5.8.11 IEC 825-2 Safety of Laser Products, Part 2: Safety of optical fiber communication systems, First Edition, 1993-09;
- 4.2.5.8.12 ANSI T1.102-1993, American National Standard for Telecommunications – *Digital Hierarchy – Electrical Interfaces*;
- 4.2.5.8.13 ANSI T1.107-1995, American National Standard for Telecommunications – *Digital Hierarchy – Formats Specifications*;
- 4.2.5.9 Telecordia (formerly Bellcore) Technical Documents:
  - 4.2.5.9.1 GR-20-CORE Generic Requirements for Optical Fiber and Optical Fiber Cables, Issue 1, December 1994;
  - 4.2.5.9.2 GR-253-CORE Synchronous Optical Network (SONET) Transport Systems: Common Criteria Physical Layer, Issue 1, December 1994;
  - 4.2.5.9.3 GR-342-CORE High-Capacity Digital Special Access Service Transmission Parameter Limits and Interface Combination, Issue 1, December 1995;
  - 4.2.5.9.4 GR-436-CORE Digital Network Synchronization Plan, Issue 1, June 1994
  - 4.2.5.9.5 GR-1365-CORE SONET Private Line Service Interface Generic Criteria for End Users, Issue 1, December 1994;
  - 4.2.5.9.6 Telecordia (formerly Bellcore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
  - 4.2.5.9.7 Telecordia (formerly Bellcore) GR-820-CORE, Generic Transmission Surveillance; DS1 & DS3 Performance;



- 4.2.5.9.8 Telecordia (formerly Bellcore) TR-NWT 000507, Transmission, Section 7, Issue 5 (Telecordia (formerly BellCore), December 1993). (A module of LSSGR, FR-NWT-000064.);
- 4.2.5.9.9 Telecordia (formerly Bellcore) GR-342-CORE, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 December 1995;
- 4.2.5.9.10 Telecordia (formerly Bellcore) ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue 1 May 1989;
- 4.2.5.9.11 Telecorida (formerly Bellcore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1, August 1987;
- 4.2.5.10 BellSouth Technical References:
  - 4.2.5.10.1 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
  - 4.2.5.10.2 TR 73501 LightGate<sup>®</sup> Service Interface and Performance Specifications, Issue D, June 1995.
  - 4.2.5.10.3 TR 73525 MegaLink<sup>®</sup> Service, MegaLink Channel Service & MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.
- 4.3 **Dark Fiber**
  - 4.3.1 BellSouth agrees to offer access to Dark Fiber pursuant to the terms and conditions following and at the rates set forth in this Attachment. In Kentucky, if BellSouth has plans to use the fiber in a three year planning period, there is no requirement to provide it. The Parties agree that Dark Fiber will be used in the provisioning of local service.
  - 4.3.2 Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available. No regeneration or optical amplification will be included with this element.
  - 4.3.3 Requirements
    - 4.3.3.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it

becomes available. BellSouth shall offer all Dark Fiber to Frankfort Plant Board pursuant to the prices set forth in this Attachment.

4.3.3.2 Frankfort Plant Board may test the quality of the Dark Fiber to confirm its usability and performance specifications.

4.3.3.3 BellSouth shall use its best efforts to provide to Frankfort Plant Board information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from Frankfort Plant Board ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation").

4.3.3.4 BellSouth shall use its best efforts to make Dark Fiber available to Frankfort Plant Board within thirty (30) business days after it receives written confirmation from Frankfort Plant Board that the Dark Fiber previously deemed available by BellSouth is wanted for use by Frankfort Plant Board. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Frankfort Plant Board to connect or splice Frankfort Plant Board provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

#### 4.4 Rates

The prices that Frankfort Plant Board shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

#### 4.5 Operational Support Systems (OSS)

BellSouth has developed and made available the following mechanized systems by which Frankfort Plant Board may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway

4.5.1 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS		KY
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces		\$3.50 SOMEK
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces		\$19.99 SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

4.5.2 Denial/Restoral OSS Charge

In the event Frankfort Plant Board provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

4.5.3 Cancellation OSS Charge

Frankfort Plant Board will incur an OSS charge for an accepted LSR that is later canceled by Frankfort Plant Board.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

4.5.4 Threshold Billing Plan

The Parties agree that Frankfort Plant Board will incur the electronic rate for all LSRs, both electronic and manual, if the percentage of electronic LSRs to total LSRs **meets or exceeds** the threshold percentages shown below:

Year	Ratio: Electronic/Total LSRs
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

**5. BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service**

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of 8XX Access Ten Digit Screening Services.

**5.1 BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database**

5.1.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (herein known as 8XX SCP) is a SCP that contains customer record information and functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (herein know as 8XX TFD), utilizes the 8XX SCP to provide identification and routing of the 8XX calls, based on the ten digits dialed. 8XX TFD is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by Frankfort Plant Board. BellSouth shall provide 8XX TFD in accordance with the following:

**5.1.2 Technical Requirements**

5.1.2.1 BellSouth shall provide Frankfort Plant Board with access to the 8XX record information located in the 8XX SCP. The 8XX SCP contains current records as received from the national SMS and will provide for routing 8XX originating calls based on the dialed ten digit 8XX number.

5.1.2.2 The 8XX SCP is designated to receive and respond to queries using the American National Standard Specification of Signaling System Seven (SS7) protocol. The 8XX SCP shall determine the carrier identification based on all ten digits of the dialed number and route calls to the carrier, POTS number, dialing number and/or other optional feature selected by Frankfort Plant Board.

5.1.2.3 The SCP shall also provide, at Frankfort Plant Board's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Telcordia (formerly BellCore), April 1994)) as are available to BellSouth. These may include but are not limited to:

5.1.2.3.1 Network Management;

5.1.2.3.2 Customer Sample Collection; and

5.1.2.3.3 Service Maintenance.

5.2 **Rates**

The prices that Frankfort Plant Board shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

6. **Line Information Database (LIDB)**

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of LIDB.

6.1 BellSouth will store in its LIDB only records relating to service in the BellSouth region. The LIDB Storage Agreement is included in this Attachment.

6.1.1 Definition

The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with end user Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

6.1.2 Technical Requirements

6.1.2.1 BellSouth will offer to Frankfort Plant Board any additional capabilities that are developed for LIDB during the life of this Agreement.

6.1.2.2 BellSouth shall process Frankfort Plant Board's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to Frankfort Plant Board what additional functions (if any) are performed by LIDB in the BellSouth network.

6.1.2.3 Within two (2) weeks after a request by Frankfort Plant Board, BellSouth shall provide Frankfort Plant Board with a list of the customer data items which Frankfort Plant Board would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

and a

- 6.1.2.4 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked, shall not exceed 30 minutes per year.
- 6.1.2.5 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.
- 6.1.2.6 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.
- 6.1.2.7 All additions, updates and deletions of Frankfort Plant Board data to the LIDB shall be solely at the direction of Frankfort Plant Board. Such direction from Frankfort Plant Board will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 6.1.2.8 BellSouth shall provide priority updates to LIDB for Frankfort Plant Board data upon Frankfort Plant Board's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.
- 6.1.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of Frankfort Plant Board customer records will be missing from LIDB, as measured by Frankfort Plant Board audits. BellSouth will audit Frankfort Plant Board records in LIDB against DBAS to identify record mismatches and provide this data to a designated Frankfort Plant Board contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to Frankfort Plant Board within one business day of audit. Once reconciled records are received back from Frankfort Plant Board, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact Frankfort Plant Board to negotiate a time frame for the updates, not to exceed three business days.
- 6.1.2.10 BellSouth shall perform backup and recovery of all of Frankfort Plant Board's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.
- 6.1.2.11 BellSouth shall provide Frankfort Plant Board with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between Frankfort Plant Board and BellSouth.

- 6.1.2.12 BellSouth shall prevent any access to or use of Frankfort Plant Board data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by Frankfort Plant Board in writing.
- 6.1.2.13 BellSouth shall provide Frankfort Plant Board performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by Frankfort Plant Board at least at parity with BellSouth Customer Data. BellSouth shall obtain from Frankfort Plant Board the screening information associated with LIDB Data Screening of Frankfort Plant Board data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to Frankfort Plant Board under the Bona Fide Request/New Business Process as set forth in General Terms and Conditions .
- 6.1.2.14 BellSouth shall accept queries to LIDB associated with Frankfort Plant Board customer records, and shall return responses in accordance with industry standards.
- 6.1.2.15 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 6.1.2.16 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.
- 6.1.3 Interface Requirements
- 6.1.3.1 BellSouth shall offer LIDB in accordance with the requirements of this subsection.
- 6.1.3.2 The interface to LIDB shall be in accordance with the technical references contained within.
- 6.1.3.3 The CCS interface to LIDB shall be the standard interface described herein.
- 6.1.3.4 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

6.2

**Rates**

The prices that Frankfort Plant Board shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

7.

**Signaling**

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of Signaling Transport Services.

BellSouth agrees to offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

7.1

Signaling Link Transport

7.1.1

Definition

Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

7.1.2

Technical Requirements

7.1.2.1

Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.

7.1.2.2

Of the various options available, Signaling Link Transport shall perform in the following two ways:

7.1.2.2.1

As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STP) pair; and

7.1.2.2.2

As a "B-link" which is a connection between two STP pairs in different company networks (e.g., between two STP pairs for two Competitive Local Exchange Carriers (CLECs)).

7.1.2.3

Signaling Link Transport shall consist of two or more signaling link layers as follows:

7.1.2.3.1

An A-link layer shall consist of two links.

7.1.2.3.2

A B-link layer shall consist of four links.



- 7.1.2.4 A signaling link layer shall satisfy a performance objective such that:
  - 7.1.2.4.1 There shall be no more than two minutes down time per year for an A-link layer; and
  - 7.1.2.4.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.
- 7.1.2.5 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
  - 7.1.2.5.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and
  - 7.1.2.5.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).

7.1.3 Interface Requirements

- 7.1.3.1 There shall be a DS1 (1.544 Mbps) interface at the Frankfort Plant Board designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

7.2 Signaling Transfer Points (STPs)

7.2.1 Definition

Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

7.2.2 Technical Requirements

- 7.2.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:
  - 7.2.2.1.1 BellSouth Local Switching or Tandem Switching;
  - 7.2.2.1.2 BellSouth Service Control Points/DataBases;
  - 7.2.2.1.3 Third-party local or tandem switching;

- 7.2.2.1.4 Third-party-provided STPs.
- 7.2.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This explicitly includes the use of the BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (*i.e.*, transient messages). When the BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.
- 7.2.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an Frankfort Plant Board local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between Frankfort Plant Board local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.
- 7.2.2.4 STPs shall provide all functions of the MTP as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. This includes:
  - 7.2.2.4.1 Signaling Data Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements;
  - 7.2.2.4.2 Signaling Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements; and
  - 7.2.2.4.3 Signaling Network Management functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements.
- 7.2.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a Frankfort Plant Board or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a Frankfort Plant Board database, then Frankfort Plant Board agrees to

provide BellSouth with the Destination Point Code for the Frankfort Plant Board database.

- 7.2.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 7.2.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:
- 7.2.2.6.1 MTP Routing Verification Test (MRVT); and
  - 7.2.2.6.2 SCCP Routing Verification Test (SRVT).
- 7.2.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is a Frankfort Plant Board or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPs, and if mutually agreed upon by Frankfort Plant Board and BellSouth.
- 7.2.2.8 STPs shall be on parity with BellSouth.
- 7.2.2.9 SS7 Advanced Intelligent Network (AIN) Access
- 7.2.2.9.1 When technically feasible and upon request by Frankfort Plant Board, SS7 Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the Frankfort Plant Board SS7 network to exchange TCAP queries and responses with a Frankfort Plant Board SCP.
  - 7.2.2.9.2 SS7 AIN Access shall provide Frankfort Plant Board SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and Frankfort Plant Board SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the Frankfort Plant Board SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.

7.2.3 **Interface Requirements**

- 7.2.3.1 BellSouth shall provide the following STP options to connect Frankfort Plant Board or Frankfort Plant Board-designated local switching systems or STPs to the BellSouth SS7 network:
- 7.2.3.1.1 An A-link interface from Frankfort Plant Board local switching systems; and,
- 7.2.3.1.2 A B-link interface from Frankfort Plant Board local STPs.
- 7.2.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links.
- 7.2.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting Frankfort Plant Board local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and Frankfort Plant Board will work jointly to establish mutually acceptable SPOIs.
- 7.2.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and Frankfort Plant Board will work jointly to establish mutually acceptable SPOIs.
- 7.2.3.5 BellSouth shall provide MTP and SCCP protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:
- 7.2.3.5.1 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
- 7.2.3.5.2 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

7.2.3.6 Message Screening

7.2.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from Frankfort Plant Board local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the Frankfort Plant Board switching system has a legitimate signaling relation.

7.2.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from Frankfort Plant Board local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the Frankfort Plant Board switching system has a legitimate signaling relation.

7.2.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from Frankfort Plant Board from any signaling point or network interconnected through BellSouth's SS7 network where the Frankfort Plant Board SCP has a legitimate signaling relation.

7.2.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:

7.2.4.1 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);

7.2.4.2 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;

7.2.4.3 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);

7.2.4.4 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;

7.2.4.5 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);

7.2.4.6 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);

- 7.2.4.7 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); and
- 7.2.4.8 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

### 7.3 **Service Control Points/Databases**

#### 7.3.1 Definitions

7.3.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

7.3.1.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

#### 7.3.2 Technical Requirements for SCPs/Databases

7.3.2.1 Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to Frankfort Plant Board in accordance with the following requirements.

7.3.2.1.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

7.3.2.1.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).

7.3.2.1.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

7.3.3 Database Availability

7.3.3.1 Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.

7.3.3.2 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for Frankfort Plant Board customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

7.4 Local Number Portability Database

7.4.1 Definition

The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

7.5 SS7 Network Interconnection

7.5.1 Definition

SS7 Network Interconnection is the interconnection of Frankfort Plant Board local Signaling Transfer Point Switches (STP) and Frankfort Plant Board local or tandem switching systems with BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), Frankfort Plant Board local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

7.5.2 Technical Requirements

7.5.2.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:

7.5.2.1.1 BellSouth local or tandem switching systems;

7.5.2.1.2 BellSouth DBs; and

- 7.5.2.1.3 Other third-party local or tandem switching systems.
- 7.5.2.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and Frankfort Plant Board or other third-party switching systems with A-link access to the BellSouth SS7 network.
- 7.5.2.3 If traffic is routed based on dialed or translated digits between a Frankfort Plant Board local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the Frankfort Plant Board local STPs and BellSouth or other third-party local switch.
- 7.5.2.4 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).
- 7.5.2.5 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:
  - 7.5.2.5.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
  - 7.5.2.5.2 Signaling Link functions, as specified in ANSI T1.111.3; and
  - 7.5.2.5.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 7.5.2.6 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a Frankfort Plant Board local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Frankfort Plant Board local STPs, and shall not include SCCP Subsystem Management of the destination.



- 7.5.2.7 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.
- 7.5.2.8 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.
- 7.5.2.9 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection shall provide these functions of the OMAP.
- 7.5.2.10 SS7 Network Interconnection shall be equal to or better than the following performance requirements:
  - 7.5.2.10.1 MTP Performance, as specified in ANSI T1.111.6;
  - 7.5.2.10.2 SCCP Performance, as specified in ANSI T1.112.5; and
  - 7.5.2.10.3 ISDNUP Performance, as specified in ANSI T1.113.5.
- 7.5.3 Interface Requirements
  - 7.5.3.1 BellSouth shall offer the following SS7 Network Interconnection options to connect Frankfort Plant Board or Frankfort Plant Board-designated local or tandem switching systems or STPs to the BellSouth SS7 network:
    - 7.5.3.1.1 A-link interface from Frankfort Plant Board local or tandem switching systems; and
    - 7.5.3.1.2 B-link interface from Frankfort Plant Board STPs.
  - 7.5.3.2 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting Frankfort Plant Board local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and Frankfort Plant Board will work jointly to establish mutually acceptable SPOI.
  - 7.5.3.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a

BellSouth STP. BellSouth and Frankfort Plant Board will work jointly to establish mutually acceptable SPOI.

- 7.5.3.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the following specifications:
  - 7.5.3.4.1 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
  - 7.5.3.4.2 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;
  - 7.5.3.4.3 Telcordia (formerly BellCore) GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and
  - 7.5.3.4.4 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).
- 7.5.3.5 BellSouth shall set message screening parameters to block accept messages from Frankfort Plant Board local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Frankfort Plant Board switching system has a legitimate signaling relation.
- 7.5.3.6 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the following technical references:
  - 7.5.3.6.1 ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;
  - 7.5.3.6.2 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);
  - 7.5.3.6.3 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
  - 7.5.3.6.4 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);

- 7.5.3.6.5 ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;
- 7.5.3.6.6 ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);
- 7.5.3.6.7 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
- 7.5.3.6.8 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);
- 7.5.3.6.9 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
- 7.5.3.6.10 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
- 7.5.3.6.11 Telcordia (formerly BellCore) GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;
- 7.5.3.6.12 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;
- 7.5.3.6.13 Telcordia (formerly BellCore) GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and,
- 7.5.3.6.14 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

7.6 **Rates**

The prices that Frankfort Plant Board shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

**8. Operator Call Processing, Inward Operator Services and Directory Assistance Services**

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of Operator Call Processing, Inward Operator Services and Directory Assistance Services.

**8.1 Operator Systems**

**8.1.1 Definition.**

Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, end user telephone listings and optional call completion services. The Operator Systems, Network Element provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below.

**8.2 Operator Service**

**8.2.1 Definition**

Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the end user has dialed the called number (for example, credit card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, Operator-assisted Directory Assistance, and Rate Quotes.

**8.2.2 Requirements**

**8.2.2.1** When Frankfort Plant Board requests BellSouth to provide Operator Services, the following requirements apply:

**8.2.2.1.1** BellSouth shall complete 0+ and 0- dialed local calls.

**8.2.2.1.2** BellSouth shall complete 0+ intraLATA toll calls.

**8.2.2.1.3** BellSouth shall process calls that are billed to Frankfort Plant Board end user's calling card that can be validated by BellSouth.

**8.2.2.1.4** BellSouth shall complete person-to-person calls.

**8.2.2.1.5** BellSouth shall complete collect calls.

**8.2.2.1.6** BellSouth shall provide the capability for callers to bill to a third party and complete such calls.

- 8.2.2.1.7 BellSouth shall complete station-to-station calls.
- 8.2.2.1.8 BellSouth shall process emergency calls.
- 8.2.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.
- 8.2.2.1.10 BellSouth shall process emergency call trace, as they do for their end users prior to the Effective Date. Call must originate from a 911 provider.
- 8.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.
- 8.2.2.1.12 BellSouth shall adhere to equal access requirements, providing Frankfort Plant Board local end users the same IXC access as provided to BellSouth end users.
- 8.2.2.1.13 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to Frankfort Plant Board that BellSouth provides for its own operator service.
- 8.2.2.1.14 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
- 8.2.2.1.15 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by Frankfort Plant Board.
- 8.2.2.1.16 BellSouth shall provide a feed of customer call records in "EMI" format to Frankfort Plant Board in accordance with CLEC ODUF standards specified in Attachment 7.

8.2.3 Interface Requirements

- 8.2.3.1 With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of Frankfort Plant Board, the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.

8.3 **Directory Assistance Service**

8.2.1 Definition

Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.

8.2.2 Requirements

8.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by Frankfort Plant Board's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings, equal to that which BellSouth provides its end users. If not available, Frankfort Plant Board may request such requirement pursuant to the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.

8.3.3 Directory Assistance Service Updates

8.3.3.1 BellSouth shall update end user listings changes daily. These changes include:

8.3.3.1.1 New end user connections: BellSouth will provide service to Frankfort Plant Board that is equal to the service it provides to itself and its end users;

8.3.3.1.2 End user disconnections: BellSouth will provide service to Frankfort Plant Board that is equal to the service it provides to itself and its end users; and

8.3.3.1.3 End user address changes: BellSouth will provide service to Frankfort Plant Board that is equal to the service it provides to itself and its end users;

8.3.3.2 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

8.3.4 Branding for Operator Call Processing and Directory Assistance

8.3.4.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to Frankfort Plant Board end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows Frankfort Plant Board to have its calls custom branded with Frankfort Plant Board's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for Custom Branding, Operator Call Process and Directory Assistance are set forth in this Attachment.

8.3.4.2 BellSouth offers four service levels of branding to Frankfort Plant Board when ordering Directory Assistance and/or Operator Call Processing.

8.3.4.2.1 Service Level 1 - BellSouth Branding

- 8.3.4.2.2 Service Level 2 - Unbranded
- 8.3.4.2.3 Service Level 3 - Custom Branding
- 8.3.4.2.4 Service Level 4 - Self Branding (applicable only to Frankfort Plant Board for Resale or use with an Unbundled Port when routing to an operator service provider other than BellSouth).
- 8.3.5 For Resellers and Use with an Unbundled Port
- 8.3.5.1 BellSouth Branding is the Default Service Level.
- 8.3.5.2 Unbranding, Custom Branding, and Self Branding require Frankfort Plant Board to order selective routing for each originating BellSouth end office identified by Frankfort Plant Board. Rates for Selective Routing are set forth in this Attachment.
- 8.3.5.3 Customer Branding and Self Branding require Frankfort Plant Board to order dedicated trunking from each BellSouth end office identified by Frankfort Plant Board, to either the BellSouth Traffic Operator Position System (TOPS) or Frankfort Plant Board Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.
- 8.3.5.4 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by Frankfort Plant Board to the BellSouth TOPS. These calls are routed to "No Announcement."
- 8.3.6 For Facilities Based Carriers
- 8.3.6.1 All Service Levels require Frankfort Plant Board to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.
- 8.3.6.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, IVS and NAV equipment for which Frankfort Plant Board requires service.
- 8.3.7 Directory Assistance customized branding uses:
- 8.3.7.1 the recording of the name;
- 8.3.7.2 the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.
- 8.3.8 Operator Call Processing customized branding uses:

- 8.3.8.1 the recording of the name;
- 8.3.8.2 the front-end loading of the DRAM in the TOPS Switch;
- 8.3.8.3 the back-end loading in the audio units in the Automated Alternate Billing System (AABS) in the Interactive Voice Subsystem (IVS);
- 8.3.8.4 the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).
- 8.3.8 BellSouth will provide to Frankfort Plant Board purchasing local BellSouth switching and reselling BellSouth local exchange service, selective routing of calls to a requested directory assistance services platform or operator services platform. Frankfort Plant Board end users may use the same dialing arrangements as BellSouth end users, but obtain a Frankfort Plant Board branded service.

#### 8.4 **Directory Assistance Database Service (DADS)**

- 8.4.1 BellSouth shall make its Directory Assistance Database Service (DADS) available solely for the expressed purpose of providing Directory Assistance type services to Frankfort Plant Board end users. The term "end user" denotes any entity which obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted and Electronic Directory Assistance (Data System assisted)). Frankfort Plant Board agrees that DADS will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, Frankfort Plant Board agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, Frankfort Plant Board authorizes the inclusion of Frankfort Plant Board Directory Assistance listings in the BellSouth Directory Assistance products.
- 8.4.2 BellSouth shall provide Frankfort Plant Board initially with a base file of subscriber listings which reflect all listing change activity occurring since Frankfort Plant Board's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by Frankfort Plant Board and BellSouth. Frankfort Plant Board agrees to assume the costs associated with CONNECT: Direct™ connectivity, which will vary depending upon volume and mileage.
- 8.4.3 BellSouth will require approximately one month after receiving an order to prepare the Base File. BellSouth will provide daily updates which will



reflect all listing change activity occurring since Frankfort Plant Board's most recent update. BellSouth shall provide updates to Frankfort Plant Board on a Business, Residence, or combined Business and Residence basis. Frankfort Plant Board agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after Frankfort Plant Board receives the Base File.

8.4.4 BellSouth is authorized to include Frankfort Plant Board Directory Assistance Listing Information in its DADS. Any other use by BellSouth of Frankfort Plant Board Directory Assistance Listing Information is not authorized and with the exception of a request for DADS, BellSouth shall refer any request for such information to Frankfort Plant Board.

8.4.5 Rates for DADS are as set forth in this Attachment.

8.5 **Direct Access to Directory Assistance Service (DADAS)**

8.5.1 Direct Access to Directory Assistance Service (DADAS) will provide Frankfort Plant Board's directory assistance operators with the ability to search all available BellSouth subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow Frankfort Plant Board to utilize its own switch, operator workstations and optional audio subsystems.

8.5.2 BellSouth will provide DADAS from its DA location. Frankfort Plant Board will access the DADAS system via a telephone company provided point of availability. Frankfort Plant Board has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from the telephone company as rates and charges billed separately from the charges associated with this offering.

8.5.3 A specified interface to each Frankfort Plant Board subsystem will be provided by BellSouth. Interconnection between Frankfort Plant Board's system and a specified BellSouth location will be pursuant to the use of Frankfort Plant Board owned or Frankfort Plant Board leased facilities and shall be appropriate sized based upon the volume of queries being generated by Frankfort Plant Board.

8.5.4 The specifications for the three interfaces necessary for interconnection are available in the following documents:

8.5.4.1 DADAS to Subscriber Operator Position System—Northern Telecom Document CSI-2300-07; Universal Gateway/ Position Message Interface Format Specification;

- 8.5.4.2 DADAS to Subscriber Switch—Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document 250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification;
- 8.5.4.3 DADAS to Audio Subsystem (Optional)—Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol—Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification.
- 8.5.5 Rates for DADAS are as set forth in this Attachment.

8.6 **Automatic Location Identification/Data Management System (ALI/DMS)**

8.6.1 Definition

The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

8.6.2 Technical Requirements

- 8.6.2.1 BellSouth shall offer Frankfort Plant Board a data link to the ALI/DMS database or permit Frankfort Plant Board to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to Frankfort Plant Board immediately after Frankfort Plant Board inputs information into the ALI/DMS database. Alternately, Frankfort Plant Board may utilize BellSouth, to enter end user information into the data base on a demand basis, and validate end user information on a demand basis.
- 8.6.2.2 The ALI/DMS database shall contain the following end user information:
  - 8.6.2.2.1 Name;
  - 8.6.2.2.2 Address;
  - 8.6.2.2.3 Telephone number; and
  - 8.6.2.2.4 Other information as appropriate (e.g., whether a end user is blind or deaf or has another disability).

8.6.2.3 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless Frankfort Plant Board requests otherwise and shall be updated if Frankfort Plant Board requests, provided Frankfort Plant Board supplies BellSouth with the updates.

8.6.2.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.

8.6.2.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

8.6.3 Interface Requirements

The interface between the E911 Switch or Tandem and the ALI/DMS database for Frankfort Plant Board end users shall meet industry standards.

8.7 **Directory Assistance Database**

BellSouth shall make its directory assistance database available to Frankfort Plant Board in order to allow Frankfort Plant Board to provide its end users with the same directory assistance telecommunications services BellSouth provides to BellSouth end users. BellSouth shall provide Frankfort Plant Board with an initial feed via magnetic tape and daily update initially via magnetic tape and subsequently via an electronic gateway to be developed mutually by Frankfort Plant Board and BellSouth of end user address and number changes. Directory Assistance Services must provide both the ported and Frankfort Plant Board telephone numbers to the extent available in BellSouth's database assigned to an end user. Privacy indicators must be properly identified to assure the non-published numbers are accurately identified.

8.8 **Rates**

The prices that Frankfort Plant Board shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

**9. Calling Name (CNAM) Database Service**

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of CNAM.

- 9.1 The Agreement for Calling Name (CNAM) with standard pricing is included as Exhibit B to this Attachment. Frankfort Plant Board must provide to its account manager a written request with a requested activation date to activate this service. If Frankfort Plant Board is interested in requesting CNAM with volume and term pricing, Frankfort Plant Board must contact its account manager to request a separate CNAM volume and term Agreement.
- 9.2 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:
- 9.2.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Telcordia (formerly BellCore), December 1994);
- 9.2.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Telcordia (formerly BellCore), March 1994);
- 9.2.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Telcordia (formerly BellCore), October 1995);
- 9.2.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Telcordia (formerly BellCore), October 1995) (Replaces TR-NWT-001149);
- 9.2.5 Telcordia (formerly BellCore) GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Telcordia (formerly BellCore), October 1995);
- 9.2.6 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Telcordia (formerly BellCore), May 1995); and
- 9.2.7 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2, (Telcordia (formerly BellCore), April 1994).

9.3 **Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access**

9.3.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide Frankfort Plant Board the capability that will allow Frankfort Plant Board and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.

9.3.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to Frankfort Plant Board. Scheduling procedures shall provide Frankfort Plant Board equivalent priority to these resources.

9.3.3 BellSouth SCP shall partition and protect Frankfort Plant Board service logic and data from unauthorized access, execution or other types of compromise.

9.3.4 When Frankfort Plant Board selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Frankfort Plant Board to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.

9.3.5 When Frankfort Plant Board selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. Frankfort Plant Board access will be provided via remote data connection (e.g., dial-in, ISDN).

9.3.6 When Frankfort Plant Board selects SCE/SMS AIN Access, BellSouth shall allow Frankfort Plant Board to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and end user subscription).

9.4 **Rates**

The prices that Frankfort Plant Board shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

10. **Basic 911 and E911**

All of the negotiated terms and conditions set forth in this Section pertain to the provision of Basic 911 and E911.

If Frankfort Plant Board orders network elements and other services, then Frankfort Plant Board is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment.

10.1 Definition

Basic 911 and E911 is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).

10.2 Requirements

10.2.1 Basic 911 Service Provisioning. For Basic 911 service, BellSouth will provide to Frankfort Plant Board a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. Frankfort Plant Board will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. Frankfort Plant Board will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, Frankfort Plant Board will be required to discontinue the Basic 911 procedures and begin using E911 procedures.

10.2.2 E911 Service Provisioning. For E911 service, Frankfort Plant Board will be required to install a minimum of two dedicated trunks originating from the Frankfort Plant Board serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. Frankfort Plant Board will be required to provide BellSouth daily updates to the E911 database. Frankfort Plant Board will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If

the E911 tandem trunks are not available, Frankfort Plant Board will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. Frankfort Plant Board shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

- 10.3 Rates Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on Frankfort Plant Board beyond applicable charges for BellSouth trunking arrangements.
- 10.4 Basic 911 and E911 functions provided to Frankfort Plant Board shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.
- 10.5 Detailed Practices and Procedures The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and Frankfort Plant Board to follow in providing 911/E911 services.

**EXHIBIT A**

**LINE INFORMATION DATA BASE (LIDB)  
STORAGE AGREEMENT**

**I. SCOPE**

A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of Frankfort Plant Board and pursuant to which BellSouth, its LIDB customers and Frankfort Plant Board shall have access to such information. Frankfort Plant Board understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Frankfort Plant Board, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify Frankfort Plant Board of fraud alerts so that Frankfort Plant Board may take action it deems appropriate. Frankfort Plant Board understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by Frankfort Plant Board pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to Frankfort Plant Board for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

Frankfort Plant Board understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Frankfort Plant Board further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from end users. Additionally, Frankfort Plant Board understands that presently BellSouth has no method to differentiate between BellSouth's own billing and line data in the LIDB and such data which it includes in the LIDB on Frankfort



Plant Board's behalf pursuant to this Agreement. Therefore, until such time as BellSouth can and does implement in its LIDB and its supporting systems the means to differentiate Frankfort Plant Board's data from BellSouth's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

- (a) Frankfort Plant Board agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for Frankfort Plant Board's end user accounts which are resident in LIDB pursuant to this Agreement. Frankfort Plant Board authorizes BellSouth to place such charges on Frankfort Plant Board's bill from BellSouth and agrees that it shall pay all such charges. Charges for which Frankfort Plant Board hereby takes responsibility include, but are not limited to, collect and third number calls.
- (b) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.
- (c) Frankfort Plant Board shall have the responsibility to render a billing statement to its end users for these charges, but Frankfort Plant Board's obligation to pay BellSouth for the charges billed shall be independent of whether Frankfort Plant Board is able or not to collect from Frankfort Plant Board's end users.
- (d) BellSouth shall not become involved in any disputes between Frankfort Plant Board and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Frankfort Plant Board. It shall be the responsibility of Frankfort Plant Board and the other entity to negotiate and arrange for any appropriate adjustments.

## **II. TERM**

This Agreement will be effective as of \_\_\_\_\_, and will continue in effect for one year, and thereafter may be continued until terminated by either Party upon thirty (30) days written notice to the other Party.

## **III. FEES FOR SERVICE AND TAXES**

- A. Frankfort Plant Board will not be charged a fee for storage services provided by BellSouth to Frankfort Plant Board, as described in Section I of this Agreement.

- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by Frankfort Plant Board. Frankfort Plant Board shall have the right to have BellSouth contest with the imposing jurisdiction, at Frankfort Plant Board's expense, any such taxes that Frankfort Plant Board deems are improperly levied.

#### **IV. INDEMNIFICATION**

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying Party or its agents or contractors in connection with the indemnifying Party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury or liability. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying Party has unreasonably failed to assume such defense.

#### **V. LIMITATION OF LIABILITY**

Neither Party shall be liable to the other Party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other Party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

#### **VI. MISCELLANEOUS**

- A. It is understood and agreed to by the Parties that BellSouth may provide similar services to other companies.
- B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies.

Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.

- C. Frankfort Plant Board agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BellSouth's corporate or trade names, logos, trademarks or service marks or those of BellSouth's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and Frankfort Plant Board further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written approval.
- D. This Agreement constitutes the entire Agreement between Frankfort Plant Board and BellSouth which supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.
- E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.
- F. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.
- G. This Agreement shall be deemed to be a contract made under the laws of the applicable state, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

**FACILITIES BASED ADDENDUM  
TO LINE INFORMATION DATA BASE (LIDB)  
STORAGE AGREEMENT**

This is a Facilities Based Addendum to the Line Information Data Base Storage Agreement dated \_\_\_\_\_, 2000, between BellSouth Telecommunications, Inc., ("BellSouth"), and \_\_\_\_\_ ("Frankfort Plant Board"), effective the \_\_\_\_\_ day of \_\_\_\_\_, 2000.

**I. GENERAL**

This Addendum sets forth the terms and conditions for Frankfort Plant Board's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. BellSouth will store in its LIDB the billing number information provided by Frankfort Plant Board, and BellSouth will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

**II. DEFINITIONS**

- A. Billing number - a number that Frankfort Plant Board creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten digit number that identifies a telephone line administered by Frankfort Plant Board.
- C. Special billing number - a ten digit number that identifies a billing account established by Frankfort Plant Board.
- D. Calling Card number - a billing number plus PIN number.
- E. PIN number - a four digit security code assigned by Frankfort Plant Board which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by Frankfort Plant Board.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BellSouth by Frankfort Plant Board.

**III. RESPONSIBILITIES OF PARTIES**

- A. Frankfort Plant Board will provide its billing number information to BellSouth's LIDB each business day by a method that has been mutually agreed upon by both Parties.
- B. BellSouth will store in its LIDB the billing number information provided by Frankfort Plant Board. Under normal operating conditions, BellSouth shall include Frankfort Plant Board's billing number information in its LIDB no later than two business days following BellSouth's receipt of such billing number information, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of Frankfort Plant Board's working telephone numbers.
- C. BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.
- D. BellSouth is authorized to use the billing number information provided by Frankfort Plant Board to perform the following functions for authorized users on an on-line basis:
  - 1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by Frankfort Plant Board, and where the last four digits (PIN) are a security code assigned by Frankfort Plant Board.
  - 2. Determine whether Frankfort Plant Board or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.
- E. Frankfort Plant Board will provide its own billing number information to BellSouth for storage and to be used for Billed Number Screening and Calling Card Validation. Frankfort Plant Board will arrange and pay for transport of updates to BellSouth.

4. **COMPLIANCE**

Unless expressly authorized in writing by Frankfort Plant Board, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

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**EXHIBIT B**

**CALLING NAME DELIVERY (CNAM) DATABASE SERVICES**

**1. Definitions**

For the purpose of this Attachment, the following terms shall be defined as:

**CALLING NAME DELIVERY DATABASE SERVICE (CNAM)** - The ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides Frankfort Plant Board the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

**CALLING PARTY NUMBER (CPN)** - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

**COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7)** - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

**SERVICE CONTROL POINTs (SCPs)** - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

**SERVICE MANAGEMENT SYSTEM (SMS)** - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

**SERVICE SWITCHING POINTs (SSPs)** - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

**SUBSYSTEM NUMBER (SSN)** - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

**2. Attachment**

- 2.1 This Attachment contains the terms and conditions where BellSouth will provide to Frankfort Plant Board access to the BellSouth CNAM SCP for ~~query~~ record storage purposes.

2.1 Frankfort Plant Board shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Attachment. Said notice shall be in writing, no less than 60 days prior to Frankfort Plant Board's access to BellSouth's CNAM Database Services and shall be addressed to Frankfort Plant Board's Account Manager.

**3. Physical Connection and Compensation**

3.1 BellSouth's provision of CNAM Database Services to Frankfort Plant Board requires interconnection from Frankfort Plant Board to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement. The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.

3.2 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, Frankfort Plant Board shall provide its own CNAM SSP. Frankfort Plant Board's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".

3.3 If Frankfort Plant Board elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that Frankfort Plant Board desires to query.

**3.4 Out-Of-Region Customers**

If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's (formerly BellCore's) CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties in writing and shall, by this reference become an integral part of this Agreement.



4. **CNAM Record Initial Load and Updates**

- 4.1 The mechanism to be used by Frankfort Plant Board for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by Frankfort Plant Board in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of Frankfort Plant Board to provide accurate information to BellSouth on a current basis.
- 4.2 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
- 4.3 Frankfort Plant Board CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

BELLSOUTH/FRANKFORT PLANT BOARD RATES  
NETWORK ELEMENTS AND OTHER SERVICES

DESCRIPTION	USOC	KY
<b>NIDs</b>		
NID (all types), per month	UNDAX	\$1.80
<b>Installation of 2-Wire/4Wire CLEC NID</b>	UNDAX	
NRC - 1st	UNDAX	NA
NRC - Add'l	UNDAX	NA
<b>NID to NID Cross Connect, 2-Wire or 4-Wire, NRC</b>	UNDC2	NA
<b>NID per 2-Wire Analog VG Loop, Per Month</b>	UNDAX	NA
NRC - 1st	UNDAX	NA
NRC - Add'l	UNDAX	NA
NRC - Disconnect Charge - 1st	UNDAX	NA
NRC - Disconnect Charge - Add'l	UNDAX	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
<b>NID per 4-Wire Analog VG Loop, Per Month</b>	UNDAX	NA
NRC - 1st	UNDAX	NA
NRC - Add'l	UNDAX	NA
NRC - Disconnect Charge - 1st	UNDAX	NA
NRC - Disconnect Charge - Add'l	UNDAX	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
<b>NID per 2-Wire ISDN Digital VG Loop, Per Month</b>	UNDAX	NA
NRC - 1st	UNDAX	NA
NRC - Add'l	UNDAX	NA
NRC - Disconnect Charge - 1st	UNDAX	NA
NRC - Disconnect Charge - Add'l	UNDAX	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
<b>NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.</b>	UNDAX	NA
NRC - 1st	UNDAX	NA
NRC - Add'l	UNDAX	NA
NRC - Disconnect Charge - 1st	UNDAX	NA
NRC - Disconnect Charge - Add'l	UNDAX	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
<b>NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop</b>	UNDAX	NA
NRC - 1st	UNDAX	NA
NRC - Add'l	UNDAX	NA
NRC - Disconnect Charge - 1st	UNDAX	NA
NRC - Disconnect Charge - Add'l	UNDAX	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
<b>NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop</b>	UNDAX	NA
NRC - 1st	UNDAX	NA
NRC - Add'l	UNDAX	NA
NRC - Disconnect Charge - 1st	UNDAX	NA
NRC - Disconnect Charge - Add'l	UNDAX	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
<b>NID per 4-Wire 56 Kbps Dig Grade Loop</b>	UNDAX	NA
NRC - 1st	UNDAX	NA
NRC - Add'l	UNDAX	NA
NRC - Disconnect Charge - 1st	UNDAX	NA
NRC - Disconnect Charge - Add'l	UNDAX	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
<b>NID per 4-Wire 64 Kbps Dig Grade Loop</b>	UNDAX	NA
NRC - 1st	UNDAX	NA
NRC - Add'l	UNDAX	NA
NRC - Disconnect Charge - 1st	UNDAX	NA
NRC - Disconnect Charge - Add'l	UNDAX	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect	SOMAN	NA

BELLSOUTH/FRANKFORT PLANT BOARD RATES  
NETWORK ELEMENTS AND OTHER SERVICES

DESCRIPTION	USOC	KY
<b>NID per 2-Wire Unbundled Copper Loop, per month</b>	UNDAX	\$1.55
NRC - 1st	UNDAX	\$5.60
NRC - Add'l	UNDAX	\$5.60
NRC - Disconnect Charge - 1st	UNDAX	NA
NRC - Disconnect Charge - Add'l	UNDAX	NA
NRC - Incremental Charge - Manual Svc. Ord - 1st	SOMAN	\$47.00
NRC - Incremental Charge - Manual Svc. Ord - Add'l	SOMAN	\$21.00
NRC - Incremental Charge - Manual Svc. Ord - Disconnect	SOMAN	NA
Nonrecurring Charge - customer transfer, feature additions, changes (1)		NA
<b>LOOP, EXCLUDING NID</b>		
<b>2-Wire Analog VG Loop (Standard), per month</b>	TBD	\$18.20
NRC - 1st		\$86.08
NRC - Add'l		\$58.57
<b>2-Wire Analog VG Loop (Customized), per month</b>	TBD	\$21.41
NRC - 1st		\$236.75
NRC - Add'l		\$177.10
<b>4-Wire Analog VG Loop (Standard), per month</b>	TBD	\$26.38
NRC - 1st		\$457.14
NRC - Add'l		\$348.83
<b>2-Wire ISDN Digital Grade Loop (Standard), per month</b>	TBD	\$29.65
NRC - 1st		\$541.28
NRC - Add'l		\$431.61
<b>2-Wire ADSL Loop (Standard), per month</b>	TBD	\$10.63
NRC - 1st		\$713.50
NRC - Add'l		\$609.44
<b>2-Wire HDSL Loop (Standard), per month</b>	TBD	\$7.40
NRC - 1st		\$713.50
NRC - Add'l		\$609.44
<b>4-Wire HDSL Loop (Standard), per month</b>	TBD	\$9.70
NRC - 1st		\$748.93
NRC - Add'l		\$646.17
<b>LOOP, INCLUDING NID</b>		
<b>2-Wire Analog VG Loop, per month</b>	UEAL2	NA
NRC - 1st	UEAL2	NA
NRC - Add'l	UEAL2	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA
<b>2-Wire Analog VG Loop-SL1, per month</b>	UEAL2	NA
NRC - 1st	UEAL2	NA
NRC - Add'l	UEAL2	NA
NRC - Disconnect Charge - 1st	UEAL2	NA
NRC - Disconnect Charge - Add'l	UEAL2	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Loop Make-Up	UEANM	TBD
<b>2-Wire Analog VG Loop-SL2 w/loop or ground start signaling, per month</b>	UEAL2	NA
NRC - 1st	UEAL2	NA
NRC - Add'l	UEAL2	NA
NRC - Disconnect Charge - 1st	UEAL2	NA
NRC - Disconnect Charge - Add'l	UEAL2	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA
<b>2-Wire Analog VG Loop-SL2 w/ reverse battery signaling, per month</b>	UEAR2	NA
NRC - 1st	UEAR2	NA
NRC - Add'l	UEAR2	NA
NRC - Disconnect Charge - 1st	UEAR2	NA
NRC - Disconnect Charge - Add'l	UEAR2	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA
<b>2-Wire Analog VG Loop (Standard), per month</b>	UEAL2	\$20.00
NRC - 1st	UEAL2	\$86.08
NRC - Add'l	UEAL2	\$58.57
NRC - Loop Make-up	UEANM	TBD
NRC - Manual Order Coordination	UEAMC	TBD
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$55.00
<b>2-Wire Analog VG Loop (Customized), w/ loop or ground start signaling, per month</b>	UEAL2	\$23.35
NRC - 1st	UEAL2	\$236.75
NRC - Add'l	UEAL2	\$177.10
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$55.00

BELLSOUTH/FRANKFORT PLANT BOARD RATES  
NETWORK ELEMENTS AND OTHER SERVICES

DESCRIPTION	USOC	KY
<b>2-Wire Analog VG Loop (Customized), w/ reverse battery signaling, per month</b>	UEAR2	\$23.35
NRC - 1st	UEAR2	\$236.75
NRC - Add'l	UEAR2	\$177.10
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$55.00
<b>4-Wire Analog VG Loop, per month</b>	UEAL4	NA
NRC - 1st	UEAL4	NA
NRC - Add'l	UEAL4	NA
NRC - Disconnect Charge - 1st	UEAL4	NA
NRC - Disconnect Charge - Add'l	UEAL4	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA
<b>4-Wire Analog VG Loop (Standard), per month</b>	UEAL4	\$28.28
NRC - 1st	UEAL4	\$457.14
NRC - Add'l	UEAL4	\$348.83
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$55.00
<b>2-Wire ISDN Digital Grade Loop, per month</b>	U1L2X	NA
NRC - 1st	U1L2X	NA
NRC - Add'l	U1L2X	NA
NRC - Disconnect Charge - 1st	U1L2X	NA
NRC - Disconnect Charge - Add'l	U1L2X	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$55.00
<b>2-Wire ISDN Digital Grade Loop (Standard), per month</b>	U1L2X	\$31.99
NRC - 1st	U1L2X	\$541.28
NRC - Add'l	U1L2X	\$431.61
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$55.00
<b>2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month</b>	UAL2X	NA
NRC - 1st	UAL2X	NA
NRC - Add'l	UAL2X	NA
NRC - Disconnect Charge - 1st	UAL2X	NA
NRC - Disconnect Charge - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA
<b>2-Wire ADSL Loop (Standard), per month</b>	UAL2X	\$11.89
NRC - 1st	UAL2X	\$713.50
NRC - Add'l	UAL2X	\$609.44
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$55.00
<b>2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month</b>	UHL2X	NA
NRC - 1st	UHL2X	NA
NRC - Add'l	UHL2X	NA
NRC - Disconnect Charge - 1st	UHL2X	NA
NRC - Disconnect Charge - Add'l	UHL2X	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA
<b>2-Wire HDSL Loop (Standard), per month</b>	UHL2X	\$8.51
NRC - 1st	UHL2X	\$713.50
NRC - Add'l	UHL2X	\$609.44
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$55.00
<b>4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month</b>	UHL4X	NA
NRC - 1st	UHL4X	NA
NRC - Add'l	UHL4X	NA
NRC - Disconnect Charge - 1st	UHL4X	NA
NRC - Disconnect Charge - Add'l	UHL4X	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA
<b>4-Wire HDSL Loop (Standard), per month</b>	UHL4X	\$10.39
NRC - 1st	UHL4X	\$748.93
NRC - Add'l	UHL4X	\$646.17
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$55.00
<b>4-Wire DS1 Digital Loop, per month</b>	USLXX	\$67.96
NRC - 1st	USLXX	\$849.80
NRC - Add'l	USLXX	\$523.27
NRC - Disconnect Charge - 1st	USLXX	NA

BELLSOUTH/FRANKFORT PLANT BOARD RATES  
NETWORK ELEMENTS AND OTHER SERVICES

DESCRIPTION	USOC	KY
NRC - Disconnect Charge - Add'l	USLXX	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$55.00
<b>4-Wire 56 Kbps Dlg Grade Loop, per month</b>	UDL56	NA
NRC - 1st	UDL56	NA
NRC - Add'l	UDL56	NA
NRC - Disconnect Charge - 1st	UDL56	NA
NRC - Disconnect Charge - Add'l	UDL56	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA
<b>4-Wire 64 Kbps Dlg Grade Loop, per month</b>	UDL64	NA
NRC - 1st	UDL64	NA
NRC - Add'l	UDL64	NA
NRC - Disconnect Charge - 1st	UDL64	NA
NRC - Disconnect Charge - Add'l	UDL64	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA
<b>2-Wire Unbundled Copper Loop, per month</b>	UCLPB	\$23.00
NRC - 1st	UCLPB	\$560.00
NRC - Add'l	UCLPB	\$460.00
NRC - Disconnect Charge - 1st	UCLPB	NA
NRC - Disconnect Charge - Add'l	UCLPB	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$47.00
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$21.00
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$16.00
NRC - Incremental Charge - Manual Order Coordination - per loop	UEAMC	\$16.00
<b>SUB-LOOPS</b>		
<b>Sub-Loop 2-Wire Analog</b>		
<b>Loop Feeder per 2-Wire Analog VG Loop, per month</b>	NA	NA
NRC - 1st	NA	NA
NRC - Add'l	NA	NA
NRC - Disconnect Charge - 1st	NA	NA
NRC - Disconnect Charge - Add'l	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA
<b>Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month</b>	USBN2	\$10.83
NRC - Set-Up per Cross Box location - CLEC Feeder Facility set-up	TBD	TBD
NRC - Set-Up per Cross Box location - per 25 pair panel set-up	TBD	TBD
NRC - Set-Up per Building Equipment Room - CLEC Feeder Facility set-up	TBD	TBD
NRC - Set-Up per Building Equipment Room - per 25 pair panel set-up	TBD	TBD
NRC - 1st	USBN2	\$459.85
NRC - Add'l	USBN2	\$352.89
NRC - Disconnect Charge - 1st	USBN2	NA
NRC - Disconnect Charge - Add'l	USBN2	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Order Coordination - per loop	UEAMC	NA
<b>Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month</b>	TBD	\$9.95
NRC - Set-Up per Cross Box location - CLEC Feeder Facility set-up	TBD	\$9.95
NRC - Set-Up per Cross Box location - per 25 pair panel set-up	TBD	\$9.95
NRC - Set-Up per Building Equipment Room - CLEC Feeder Facility set-up	TBD	\$9.95
NRC - Set-Up per Building Equipment Room - per 25 pair panel set-up	TBD	\$9.95
NRC - 1st	TBD	\$459.85
NRC - Add'l	TBD	\$352.89
NRC - Incremental Charge - Manual Order Coordination - per loop	UEAMC	TBN
<b>Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month</b>	USBN4	TBN
NRC - Set-Up per Cross Box location - CLEC Feeder Facility set-up	TBD	TBN
NRC - Set-Up per Cross Box location - per 25 pair panel set-up	TBD	TBN
NRC - Set-Up per Building Equipment Room - CLEC Feeder Facility set-up	TBD	TBN
NRC - Set-Up per Building Equipment Room - per 25 pair panel set-up	TBD	TBN
NRC - 1st	USBN4	TBN
NRC - Add'l	USBN4	TBN
NRC - Incremental Charge - Manual Order Coordination - per loop	UEAMC	TBN

BELLSOUTH/FRANKFORT PLANT BOARD RATES  
NETWORK ELEMENTS AND OTHER SERVICES

DESCRIPTION	USOC	KY
<b>Unbundled Network Terminating Wire</b>		
UNTW Pair, per pair, per month	UENPP	\$1.24
Site Visit Survey, per MDU/MTU Complex, NRC	UENVS	\$225.00
Site Visit Set-Up - Terminal Preparation, per terminal		
NRC - 1st terminal	UENSS	\$98.00
NRC - Add'l terminal	UENSS	\$65.00
Access Terminal Provisioning & 1st 25 pair panel, per terminal, NRC	UEN1T	\$110.00
Existing Access Terminal Provisioning, 2nd 25 pair panel, per terminal, NRC	UEN2T	\$35.00
UNTW Pair Provisioning, per pair, NRC	UENPP	\$9.00
Service Visit for Provisioning, per request, per premises, NRC	UENSV	\$55.00
Manual Service Order, NRC	MOCLA	\$45.00
<b>Sub-Loop Concentration - Channelization Sys (Outside CO)</b>		
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD
<b>TR008 - System A (96 channel capacity - channels 1-96), per month</b>	UCT8A	\$757.00
NRC - 1st	UCT8A	\$633.94
NRC - Add'l	UCT8A	\$311.60
<b>TR008 - System B (96 channel capacity - channels 97-192), per month</b>	UCT8B	\$95.60
NRC - 1st	UCT8B	\$633.94
NRC - Add'l	UCT8B	\$311.60
<b>TR303 - System A (96 channel capacity - channels 1-96), per month</b>	UCT3A	\$799.95
NRC - 1st	UCT3A	\$633.94
NRC - Add'l	UCT3A	\$311.60
<b>TR303 - System B (96 channel capacity - channels 97-192), per month</b>	UCT3B	\$138.55
NRC - 1st	UCT3B	\$633.94
NRC - Add'l	UCT3B	\$311.60
<b>DS1 Feeder Interface, per month</b>	UCTFS	\$77.02
NRC 1st	UCTFS	\$418.13
NRC Add'l	UCTFS	\$198.56
<b>Channel Interface - 2 Wire Voice - Loop Start, per month</b>	TBD	\$2.68
NRC 1st	TBD	\$41.92
NRC Add'l	TBD	\$41.69
<b>Channel Interface - 2 Wire ISDN, per month</b>	ULCC1	\$10.72
NRC 1st	ULCC1	\$41.92
NRC Add'l	ULCC1	\$41.69
<b>Channel Interface - 2 Wire Voice - Ground Start or Reverse Battery, per month</b>	TBD	\$15.94
NRC 1st	TBD	\$41.92
NRC Add'l	TBD	\$41.69
<b>Channel Interface - 4 Wire Voice, per month</b>	ULCC4	\$9.50
NRC 1st	ULCC4	\$41.92
NRC Add'l	ULCC4	\$41.69
<b>Test Circuit, per month</b>	UCTTC	\$46.44
NRC 1st	UCTTC	\$41.92
NRC Add'l	UCTTC	\$41.69
<b>Channel Interface - Digital 56Kbps, per month</b>	ULCC5	\$14.08
NRC 1st	ULCC5	\$41.92
NRC Add'l	ULCC5	\$41.69
<b>Channel Interface - Digital 64Kbps, per month</b>	ULCC6	\$14.08
NRC 1st	ULCC6	\$41.92
NRC Add'l	ULCC6	\$41.69
<b>Loop Concentration System (Inside C.O.)</b>		
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD
<b>TR008 - System A (96 channel capacity - channels 1-96), per month</b>	UCT8A	\$394.00
NRC - 1st	UCT8A	\$1,116.15
NRC - Add'l	UCT8A	NA
<b>TR008 - System B (96 channel capacity - channels 97-192), per month</b>	UCT8B	\$72.21
NRC - 1st	UCT8B	\$465.11
NRC - Add'l	UCT8B	NA
<b>TR303 - System A (96 channel capacity - channels 1-96), per month</b>	UCT3A	\$445.14
NRC - 1st	UCT3A	\$1,116.15
NRC - Add'l	UCT3A	NA
<b>TR303 - System B (96 channel capacity - channels 97-192), per month</b>	UCT3B	\$121.45
NRC - 1st	UCT3B	\$465.11
NRC - Add'l	UCT3B	NA
<b>DS1 Interface, per month</b>	UCTCO	\$403.20
NRC 1st	UCTCO	\$132.18
NRC Add'l	UCTCO	\$132.18
<b>Channel Interface - 2 Wire Voice - Loop Start, per month</b>	TBD	\$2.79
NRC 1st	TBD	\$35.82
NRC Add'l	TBD	\$35.62

BELLSOUTH/FRANKFORT PLANT BOARD RATES  
 NETWORK ELEMENTS AND OTHER SERVICES

DESCRIPTION	USOC	KY
<b>Channel Interface - 2 Wire ISDN, per month</b>	ULCC1	\$11.18
NRC 1st	ULCC1	\$35.82
NRC Add'l	ULCC1	\$35.62
<b>Channel Interface - 2 Wire Voice - Ground Start or Reverse Battery, per month</b>	TBD	\$16.62
NRC 1st	TBD	\$35.82
NRC Add'l	TBD	\$35.62
<b>Channel Interface - 4 Wire Voice, per month</b>	ULCC4	\$9.91
NRC 1st	ULCC4	\$35.82
NRC Add'l	ULCC4	\$35.62
<b>Test Circuit, per month</b>	UCTTC	\$48.43
NRC 1st	UCTTC	\$35.82
NRC Add'l	UCTTC	\$35.62
<b>Channel Interface - Digital 56Kbps, per month</b>	ULCC5	TBD
NRC 1st	ULCC5	TBD
NRC Add'l	ULCC5	TBD
<b>Channel Interface - Digital 64Kbps, per month</b>	ULCC6	TBD
NRC 1st	ULCC6	TBD
NRC Add'l	ULCC6	TBD
<b>DARK FIBER</b>		
<b>Per four fiber strands, per route mile or fraction thereof, per month</b>	UBNAX	\$64.64
NRC - Per each four-fiber dry fiber arrangement - 1st	UBNAX	\$2,304.00
NRC - Per each four-fiber dry fiber arrangement - Add'l	UBNAX	\$740.93
<b>LOCAL EXCHANGE SWITCHING (PORTS)</b>		
	(++) Bus = TNPBL Res = TNPRL	
<b>2-Wire Analog Line Port (Res., Bus.), per month</b>		\$2.61
NRC - 1st (Residence)	UEPRL	\$37.78
NRC - Add'l (Residence)	UEPRL	\$37.78
NRC - 1st (Business)	UEPBL	\$37.55
NRC - Add'l (Business)	UEPBL	\$37.55
NRC - Disconnect Charge - 1st	UEPBL	NA
NRC - Disconnect Charge - Add'l	UEPBL	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
<b>2-Wire Analog Line Port (Res., Bus.) including all available features, per month</b>	UEP++	NA
NRC - 1st (all types)	UEP++	NA
NRC - Add'l (all types)	UEP++	NA
NRC - Disconnect Charge - 1st	UEP++	NA
NRC - Disconnect Charge - Add'l	UEP++	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
<b>2-Wire Analog Line Port (Res., Bus.) including three available feature, per month</b>	UEP++	NA
NRC - 1st (all types)	UEP++	NA
NRC - Add'l (all types)	UEP++	NA
NRC - Disconnect Charge - 1st	UEP++	NA
NRC - Disconnect Charge - Add'l	UEP++	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
<b>4-Wire Analog VG Port, per month</b>	UEP4A	NA
NRC - 1st	UEP4A	NA
NRC - Add'l	UEP4A	NA
NRC - Disconnect Charge - 1st	BFR	NA
NRC - Disconnect Charge - Add'l	BFR	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
<b>2-Wire DID Port, per month</b>	UEPP2	NA
NRC - 1st	UEPP2	NA
NRC - Add'l	UEPP2	NA
NRC - Disconnect Charge - 1st	UEPP2	NA
NRC - Disconnect Charge - Add'l	UEPP2	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA

BELLSOUTH/FRANKFORT PLANT BOARD RATES  
NETWORK ELEMENTS AND OTHER SERVICES

DESCRIPTION	USOC	KY
<b>4-Wire DS1 Port w/DID capability, per month</b>	UEPDD	NA
NRC - 1st	UEPDD	NA
NRC - Add'l	UEPDD	NA
NRC - Disconnect Charge - 1st	UEPDD	NA
NRC - Disconnect Charge - Add'l	UEPDD	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
<b>2-Wire ISDN Port(2) (3), per month</b>	U1PMA	\$12.33
NRC - 1st	U1PMA	\$90.48
NRC - Add'l	U1PMA	\$84.53
NRC - Disconnect Charge - 1st	U1PMA	NA
NRC - Disconnect Charge - Add'l	U1PMA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
NRC - User Profile per B Channel (4)	U1UMA	\$5.61
<b>2-Wire ISDN Port(2) (3) including all available features, per month</b>	U1PMA	NA
NRC - 1st	U1PMA	NA
NRC - Add'l	U1PMA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
<b>2-Wire ISDN Port(2) (3) including three available features, per month</b>	U1PMA	NA
NRC - 1st	U1PMA	NA
NRC - Add'l	U1PMA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
<b>4-Wire ISDN DS1 Port, per month</b>	UEPEX	NA
NRC - 1st	UEPEX	NA
NRC - Add'l	UEPEX	NA
NRC - Disconnect Charge - 1st	UEPEX	NA
NRC - Disconnect Charge - Add'l	UEPEX	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
<b>4-Wire ISDN DS1 Port including all available features, per month</b>	UEPEX	\$275.48
NRC - 1st	UEPEX	\$181.27
NRC - Add'l	UEPEX	\$116.42
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
<b>2-Wire Analog Line Port (PBX), per month</b>	UEPPC	NA
NRC - 1st	UEPPC	\$36.47
NRC - Add'l	UEPPC	\$36.47
NRC - Disconnect Charge - 1st	UEPPC	NA
NRC - Disconnect Charge - Add'l	UEPPC	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
<b>2-Wire Analog Line Port (PBX) including all available features, per month</b>	UEPPC	NA
NRC - 1st	UEPPC	NA
NRC - Add'l	UEPPC	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
<b>2-Wire Analog Line Port (PBX) including three available features, per month</b>	UEPPC	NA
NRC - 1st	UEPPC	NA
NRC - Add'l	UEPPC	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
<b>2-Wire Analog Hunting, per line per month</b>	HTGUX	\$0.29
NRC - 1st	HTGUX	\$2.14
NRC - Add'l	HTGUX	\$2.14
<b>Coin Port, per month</b>		\$3.04
NRC - 1st		\$40.71
NRC - Add'l		\$40.71
NRC - Disconnect Charge - 1st		NA
NRC - Disconnect Charge - Add'l		NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA



BELLSOUTH/FRANKFORT PLANT BOARD RATES  
NETWORK ELEMENTS AND OTHER SERVICES

DESCRIPTION	USOC	KY
<b>VERTICAL FEATURES</b>		
Local Switching Features offered with Port. Per month (5)	N/A	No add'l charge
<b>Three-Way Calling, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Customer Changeable Speed Calling, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Call Waiting</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Remote Activation of Call Forwarding, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Cancel Call Waiting, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Automatic Callback, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Automatic Recall, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Calling Number Delivery, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Calling Number Delivery Blocking, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Customer Originated Trace, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Selective Call Rejection, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Selective Call Forwarding, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Selective Call Acceptance, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Multiline Hunt Service (Rotary)</b>		
<b>Service per line, (in addition to port) , per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Call Forwarding Variable, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Call Forwarding Busy Line, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Call Forwarding Don't Answer All Calls, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Remote Call Forwarding, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Call Transfer, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Call Hold, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Toll Restricted Service, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Message Waiting Indicator - Stutter Dial Tone, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Anonymous Call Rejection, per month</b>		NA
NRC		NA
NRC - Disconnect		NA

BELLSOUTH/FRANKFORT PLANT BOARD RATES  
NETWORK ELEMENTS AND OTHER SERVICES

DESCRIPTION	USOC	KY
<b>Shared Call Appearances of a DN, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Multiple Call Appearances, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>ISDN Bridged Call Exclusion, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Call by Call Access, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Privacy Release, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Multi Appearance Directory Number Calls, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Make Set Busy, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Teen Service (Res. Dist. Alerting Service), per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Code Restriction and Diversion, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Call Park, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Automatic Line, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>ISDN Message Waiting Indication-Lamp, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>ISDN Feature Function Buttons</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Subsequent Ordering Charge - (per order, per line)</b>		NA
NRC - Electronic - 1st		NA
NRC - Electronic - Add'l		NA
NRC - Manual - 1st		NA
NRC - Manual - Add'l		NA
NRC - Disconnect		NA
<b>End Office Switching (Port Usage)</b>		
End Office Switching Function, per mou	N/A	\$0.002562
End Office Switching Function, add'l mou (6)	N/A	NA
End Office Interoffice Trunk Port—Shared, per mou	N/A	NA
<b>Tandem Switching (Port Usage) (Local or Access Tandem)</b>		
Tandem Switching Function per mou	N/A	\$0.001096
Tandem Interoffice Trunk Port - Shared per mou	N/A	NA
<b>INTEROFFICE TRANSPORT</b>		
<b>Common (Shared) Transport</b>		
Common (Shared) Transport per mile per mou	N/A	\$0.0000049
Common (Shared) Transport Facilities Termination per mou	N/A	\$0.000426
<b>Interoffice Transport - Dedicated - VG</b>		
Interoffice Transport - Dedicated - 2-Wire VG - per mile	1L5XX	\$0.03
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	1L5XX	\$27.66
NRC - 1st	1L5XX	\$142.31
NRC - Add'l	1L5XX	\$56.21
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$37.21
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$37.21
<b>Interoffice Transport - Dedicated - DS0 - 56/64 KBPS</b>		
Interoffice Transport - Dedicated - DS0 - per mile per month	1L5XX	\$0.03
Interoffice Transport - Dedicated - DS0 - facilities termination per month	1L5XX	\$26.95
NRC - 1st	1L5XX	\$142.31
NRC - Add'l	1L5XX	\$56.21
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$37.21
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$37.21
<b>Interoffice Transport - Dedicated - DS1</b>		
Interoffice Transport - Dedicated - DS1 - per mile per month	1L5XX	\$0.45
Interoffice Transport - Dedicated - DS1 - facilities termination per month	U1TF1	\$55.05

BELLSOUTH/FRANKFORT PLANT BOARD RATES  
NETWORK ELEMENTS AND OTHER SERVICES

DESCRIPTION	USOC	KY
NRC - 1st	U1TF1	\$298.18
NRC - Add'l	U1TF1	\$231.23
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	NA
<b>Interoffice Transport - Dedicated - DS3</b>		
Interoffice Transport - Dedicated - DS3 - per mile per month	1L5XX	\$12.06
Interoffice Transport - Dedicated - DS3 - facilities termination per month	U1TF3	\$1,112.02
NRC - 1st	U1TF3	\$858.75
NRC - Add'l	U1TF3	\$524.95
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$94.57
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$94.57
<b>Local Channel - Dedicated</b>		
<b>Local Channel - Dedicated - 2-Wire VG</b>		
Monthly Recurring	N/A	\$22.26
NRC - 1st	N/A	\$597.14
NRC - Add'l	N/A	\$110.52
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$41.46
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	NA
<b>Local Channel - Dedicated - 4-Wire VG</b>		
Monthly Recurring	N/A	\$23.38
NRC - 1st	N/A	\$585.15
NRC - Add'l	N/A	\$98.53
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$98.53
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$11.99
<b>Local Channel - Dedicated - DS1</b>		
Monthly Recurring	TMECS	\$43.80
NRC - 1st	TMECS	\$538.95
NRC - Add'l	TMECS	\$464.94
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$87.71
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	NA
<b>Local Channel - Dedicated - DS3</b>		
Monthly Recurring	TMECS	NA
NRC - 1st	TMECS	NA
NRC - Add'l	TMECS	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	NA
<b>DARK FIBER</b>		
Per four fiber strands, per route mile or fraction thereof, per month	UBNAX	\$64.64
NRC - Per each four-fiber dry fiber arrangement - 1st	UBNAX	\$2,304.00
NRC - Per each four-fiber dry fiber arrangement - Add'l	UBNAX	\$740.93
<b>SWA 8XX Toll Free Dialing Ten Digit Screening Service (7)</b>		
8XX Access Ten Digit Screening (all types), per call (8)	N/A	NA
<b>8XX Access Ten Digit Screening Svc. W/8XX No. Delivery</b>		
per query	N/A	\$0.0010
for 8XX Numbers, with Optional Complex Features, per query	N/A	\$0.0011
<b>8XX Access Ten Digit Screening Svc. W/POTS No. Delivery</b>		
per query	N/A	\$0.0010
with Optional Complex Features, per query	N/A	\$0.0011
<b>8XX Access Ten Digit Screening Svc. W/800 No. Delivery</b>		
per message	N/A	NA
for 8XX Numbers, w/Optional Complex Features, per message	N/A	NA
<b>8XX Access Ten Digit Screening Svc. W/POTS No. Delivery</b>		
per message	N/A	NA
with Optional Complex Features, per message	N/A	NA
<b>Reservation Charge per 8XX number reserved</b>		
NRC - 1st	N8R1X	\$10.05
NRC - Add'l	N8R1X	\$1.19
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
<b>Per 8XX # Established w/o POTS (w/8XX No.) Translations</b>		
NRC - 1st	N/A	\$30.59
NRC - Add'l	N/A	\$3.22
NRC - Disconnect Charge - 1st	N/A	NA
NRC - Disconnect Charge - Add'l	N/A	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA

BELLSOUTH/FRANKFORT PLANT BOARD RATES  
NETWORK ELEMENTS AND OTHER SERVICES

DESCRIPTION	USOC	KY
<b>Per 8XX # Established with POTS Translations</b>		
NRC - 1st	N8FTX	\$30.59
NRC - Add'l	N8FTX	\$3.22
NRC - Disconnect Charge - 1st	N8FTX	NA
NRC - Disconnect Charge - Add'l	N8FTX	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
<b>Customized Area of Service per 8XX Number</b>		
NRC - 1st	N8FCX	\$6.97
NRC - Add'l	N8FCX	\$3.49
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
<b>Multiple Inter LATA Carrier Routing per Carrier Requested per 8XX #</b>		
NRC - 1st	N8FMX	\$8.16
NRC - Add'l	N8FMX	\$4.67
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
<b>Change Charge per request</b>		
NRC - 1st	N8FAX	\$11.24
NRC - Add'l	N8FAX	\$1.19
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
<b>Call Handling and Destination Features</b>		
NRC - 1st	N8FDX	\$6.97
NRC - Add'l	N8FDX	\$6.97
<b>LINE INFORMATION DATABASE ACCESS (LIDB)</b>		
LIDB Common Transport per query	OQT	\$0.00006
LIDB Validation per query	OQU	\$0.00938
LIDB Originating Point Code Establishment or Change - NRC	N/A	\$107.60
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
<b>CCS7 SIGNALING TRANSPORT SERVICE</b>		\$16.31
<b>CCS7 Signaling Connection, per link (A link) per month</b>		\$354.95
NRC		NA
NRC - Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
<b>CCS7 Signaling Connection, per link (B link) (also known as D link) per month</b>		\$354.95
NRC		NA
NRC - Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
<b>CCS7 Signaling Termination, per STP port per month</b>		\$174.08
<b>CCS7 Signaling Usage, per ISUP message</b>		\$0.000037893
(applicable when measurement and billing capability exists.)		\$0.000102042
<b>CCS7 Signaling Usage, per TCAP message</b>		\$329.98
(applicable when measurement and billing capability exists.)		
<b>CCS7 Signaling Usage Surrogate, per link per LATA per mo (9)</b>		\$62.00
<b>CCS7 Signaling Point Code, Establishment or Change, per STP affected</b>		
NRC		
<b>OPERATOR CALL PROCESSING</b>		
Operator Provided Call Handling per min - Using BST LIDB	N/A	\$1.6016
Call Completion Access Termination Charge per call attempt	N/A	NA
Operator Provided Call Handling per min - Using Foreign LIDB	N/A	\$1.6249
Call Completion Access Termination Charge per call attempt	N/A	NA
Operator Provided Call Handling, per call	N/A	NA
Fully Automated Call Handling per call - Using BST LIDB	N/A	\$0.0856
Fully Automated Call Handling per call - Using Foreign LIDB	N/A	\$0.1071
Professional recording of name (OCP alone)	USOD1	\$4,500.00
Professional recording of name (DA and OCP alone)	USOD1	\$4,500.00
DRAM or front-end loading, per TOPS switch	USOD2	\$250.00
AABS or back-end loading, per IVS	USOD2	\$225.00
EBAS or 0- automation loading, per NAV shelf	USOD2	\$270.00
Recording Charge per Branded Announcement - Disconnect - Initial	N/A	NA
Recording Charge per Branded Announcement - Disconnect - Subsequent	N/A	NA
<b>INWARD OPERATOR SERVICES</b>		
Verification, per minute	N/A	NA
Verification and Emergency Interrupt, per minute	N/A	NA
Verification, per call	VIL	\$1.00
Verification and Emergency Interrupt, per call	N/A	\$1.111

BELLSOUTH/FRANKFORT PLANT BOARD RATES  
NETWORK ELEMENTS AND OTHER SERVICES

DESCRIPTION	USOC	KY
<b>DIRECTORY ASSISTANCE SERVICES</b>		
Directory Assist Call Completion Access Svc (DACC), per call attempt	N/A	\$0.058
Call Completion Access Term charge per completed call	N/A	NA
Number Services Intercept per query	N/A	\$0.0086
Number Services Intercept per Intercept Query Update	N/A	\$0.0055
Directory Assistance Access Service Calls, per call		\$0.3136
Professional recording of name (DA alone)		\$2,500.00
Professional recording of name (DA and OCP alone)		\$4,500.00
DRAM or front-end loading, per TOPS switch		\$250.00
AABS or back-end loading, per IVS		\$225.00
EBAS or 0- automation loading, per NAV shelf		\$270.00
Recording Charge per Branded Announcement - Disconnect - Initial	N/A	NA
Recording Charge per Branded Announcement - Disconnect - Subsequent	N/A	NA
<b>Directory Transport</b>		
Directory Transport - Local Channel DS1, per month	N/A	\$36.32
NRC - 1st	N/A	\$637.46
NRC - Add'l	N/A	\$546.94
NRC - Disconnect Charge - 1st	N/A	NA
NRC - Disconnect Charge - Add'l	N/A	NA
NRC - Incremental Charge-Manual Svc Order - NRC	SOMAN	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	SOMAN	NA
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	N/A	\$0.45
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	N/A	\$55.05
NRC - 1st	N/A	\$298.18
NRC - Add'l	N/A	\$231.18
NRC - Disconnect Charge - 1st	N/A	NA
NRC - Disconnect Charge - Add'l	N/A	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
Switched Common Transport per DA Access Service per call	N/A	\$0.000175
Switched Common Transport per DA Access Service per call per mile	N/A	\$0.000004
Access Tandem Switching per DA Access Service per call	N/A	\$0.000783
DA Interconnection, per DA Access Service Call	N/A	NA
<b>Directory Transport-Installation NRC, per trunk or signaling connection</b>		
NRC - 1st	N/A	\$501.98
NRC - Add'l	N/A	\$13.32
NRC - Disconnect Charge - 1st	N/A	NA
NRC - Disconnect Charge - Add'l	N/A	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
<b>Directory Assistance Database Service (DADS)</b>		
Directory Assistance Database Service charge per listing	N/A	\$0.0193
Directory Assistance Database Service, per month	DBSOF	\$120.76
<b>Direct Access to Directory Assistance Service (DADAS)</b>		
Direct Access to Directory Assistance Service, per month	DBSDS	\$7,235.01
Direct Access to Directory Assistance Service, per query	DBSDA	\$0.0052
<b>Direct Access to Directory Assistance Service, svc estab charge</b>		
NRC	DBSDE	\$1,186.94
NRC - Disconnect	DBSDE	NA
NRC - Incremental Charge Manual Service Order - 1st	SOMAN	NA
<b>AIN</b>		
AIN, per message	CAM	NA
<b>AIN - BellSouth AIN SMS Access Service</b>		
Service Establishment Charge, per state, initial set-up		
NRC	CAMSE	NA
NRC - Disconnect	CAMSE	NA
<b>Port Connection - Dial/Shared Access</b>		
NRC	CAMDP	NA
NRC - Disconnect	CAMDP	NA
<b>Port Connection - ISDN Access</b>		
NRC	CAM1P	NA
NRC - Disconnect	CAM1P	NA
<b>User ID Codes - per User ID Code</b>		
NRC	CAMAU	NA
NRC - Disconnect	CAMAU	NA
<b>Security Card per User ID Code, initial or replacement</b>		
NRC	CAMRC	NA
NRC - Disconnect	CAMRC	NA
Storage, per unit (100Kb)	N/A	NA
Session per minute	N/A	NA
CO. Performed Session, per minute	N/A	NA

BELLSOUTH/FRANKFORT PLANT BOARD RATES  
NETWORK ELEMENTS AND OTHER SERVICES

DESCRIPTION	USOC	KY
<b>AIN - BellSouth AIN Toolkit Service</b>		
<b>AIN, Service Creation Tools</b>	CAMPB	NA
Service Establishment Charge, per state, initial set-up		
NRC	BAPSC	NA
NRC - Disconnect	BAPSC	NA
Training Session, per customer		
NRC	BAPVX	NA
NRC - Disconnect	BAPVX	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt		
NRC	BAPTT	NA
NRC - Disconnect	BAPTT	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay		
NRC	BAPTD	NA
NRC - Disconnect	BAPTD	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate		
NRC	BAPTM	NA
NRC - Disconnect	BAPTM	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP		
NRC	BAPTO	NA
NRC - Disconnect	BAPTO	NA
Trigger Access Charge, per trigger, per DN, CDP		
NRC	BAPTC	NA
NRC - Disconnect	BAPTC	NA
Trigger Access Charge, per trigger, per DN, Feature Code		
NRC	BAPTF	NA
NRC - Disconnect	BAPTF	NA
Query Charge, per query	N/A	NA
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query	N/A	NA
SCP Storage Charge, per SMS Access Acct, per 100 Kb	N/A	NA
<b>Monthly Report - per AIN Toolkit Service Subscription</b>	BAPMS	NA
NRC	BAPMS	NA
NRC - Disconnect	BAPMS	NA
<b>Special Study - per AIN Toolkit Service Subscription</b>	BAPLS	NA
NRC	BAPLS	NA
NRC - Disconnect	BAPLS	NA
<b>Call Event Report - per AIN Toolkit Service Subscription</b>	BAPDS	NA
NRC	BAPDS	NA
NRC - Disconnect	BAPDS	NA
<b>Call Event special Study - per AIN Toolkit Service Subscription</b>	BAPES	NA
NRC	BAPES	NA
NRC - Disconnect	BAPES	NA
<b>CALLING NAME (CNAM) QUERY SERVICE</b>		
<b>CNAM (Database Owner), Per Query</b>	N/A	\$0.016
<b>CNAM (Non-Database Owner), Per Query *</b>	N/A	\$0.01
NRC, applicable when Frankfort Plant Board uses the Character Based User Interface (CHUI) method to transmit the names to the BellSouth CNAM database	N/A	\$595.00
* Volume and term arrangements are also available.		
<b>SELECTIVE ROUTING</b>		
<b>Per Line or PBX Trunk, each</b>		\$10.00 (Interim Rate)
NRC		NA
<b>Customized routing per unique line class code, per request, per switch</b>		
NRC	USRCR	\$229.65
NRC - Incremental Charge - Manual Service Order		NA
<b>VIRTUAL COLLOCATION</b>		
<b>2-wire Cross-Connect</b>		
RC	UEAC2	\$0.31
NRC - 1st	UEAC2	\$54.21
NRC - Add'l	UEAC2	\$51.07
NRC - Disconnect - 1st	UEAC2	NA
NRC - Disconnect - Add'l	UEAC2	NA
<b>4-wire Cross-Connect</b>		
RC	UEAC4	\$0.62
NRC - 1st	UEAC4	\$54.23
NRC - Add'l	UEAC4	\$50.96
NRC - Disconnect - 1st	UEAC4	NA
NRC - Disconnect - Add'l	UEAC4	NA
<b>2-fiber Cross-Connect</b>		
RC	CNC2F	\$15.64
NRC - 1st	CNC2F	\$41.56
NRC - Add'l	CNC2F	\$29.82
NRC - Disconnect - 1st	CNC2F	NA

BELLSOUTH/FRANKFORT PLANT BOARD RATES  
NETWORK ELEMENTS AND OTHER SERVICES

DESCRIPTION	USOC	KY
NRC - Disconnect - Add'l	CNC2F	NA
4-fiber Cross-Connect		
RC	CNC4F	\$28.11
NRC - 1st	CNC4F	\$50.53
NRC - Add'l	CNC4F	\$38.78
NRC - Disconnect - 1st	CNC4F	NA
NRC - Disconnect - Add'l	CNC4F	NA
<b>NOTES:</b>		
If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.		
1	In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.	
2	Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.	
3	Access to B Channel or D Channel Packet capabilities will be available only through BFR/NBR Process. Rates for the packet capabilities will be determined via the BFR/NBR Process.	
4	This rate element is for those states which have a specific rate for User Profile per B channel	
5	When CLEC buys the switch at the network element rate it will receive vertical services at no additional charge, but when it buys combinations of elements to produce a BellSouth retail service, and thus comes under the resale pricing provisions, it must also pay the wholesale rate for vertical services, if those services are in the retail tariff on the effective date of the agreement. Vertical services which are not in the retail tariff but which can be provided by the switch will be available at no additional charges. (NC)	
6	This rate element is for use in those states with a different rate for additional minutes of use.	
7	BellSouth and CLEC shall negotiate rates for this offering. If agreement is not reached within sixty (60) days of the Effective Date, either party may petition the Florida PSC to settle the disputed charge or charges. (FL)	
8	This rate element is for states w/o separate rates for 800 calls with 800 No. Delivery vs POTS No. Delivery and calls with Optnl Complex Features vs w/o Optnl Complex Features.	
9	This charge is only applicable where signaling usage measurement or billing capability does not exist.	

**Attachment 3**  
**Network Interconnection**



### Network Interconnection: Call Transport and Termination

The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access) on the following terms:

#### 1. Network Interconnection

All negotiated rates, terms and conditions set forth in this Attachment pertain to the provision of network interconnection.

- 1.1 Interconnection is available to both Parties through: (1) delivery of a Party's facilities to a collocation arrangement or Fiber Meet arrangement as defined in this Agreement; or (2) interconnection via purchase of facilities from the other Party. Interconnection may be provided by the Parties at any other technically feasible point. Requests to BellSouth for interconnection at other points may be made through the Bona Fide Request/New Business Request process set out in General Terms and Conditions.
- 1.2 Frankfort Plant Board must establish, at a minimum, a single Point of Presence, Interface, and Interconnection with BellSouth within the LATA for the delivery of Frankfort Plant Board's originated local, intraLATA toll and transit traffic. If Frankfort Plant Board chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth Access Tandem. Furthermore, Frankfort Plant Board must establish Points of Interconnection at all BellSouth access and local tandems where Frankfort Plant Board NXXs are "homed." A "Homing" arrangement is defined by a "Final" Trunk Group between the BellSouth Tandem and Frankfort Plant Board End Office switch. A "Final" Trunk Group is the last choice telecommunications path between the Tandem and End Office switch. It is Frankfort Plant Board's responsibility to enter its own NPA/NXX access and/or local tandem "homing" arrangements into the national Local Exchange Routing Guide (LERG).
- 1.2.1 In order for Frankfort Plant Board to home its NPA/NXX(s) on a BellSouth Tandem, Frankfort Plant Board's NPA/NXX(s) must be assigned to an Exchange Rate Center Area served by that BellSouth Tandem and as specified by BellSouth. The specified association between BellSouth Tandems and Exchange Rate Center Areas is defined in the *BellSouth Call Transport & Termination Service For Facility Based CLECs section of the Facility Based CLEC Activation Requirements Customer Guide* as it is revised from time to time.

1.3 A **Point of Presence (POP)** is the physical location (a structure where the environmental, power, air conditioning, etc. specifications for a Party's terminating equipment can be met) at which a Party establishes itself for obtaining access to the other Party's network. The POP is the physical location within which the Point of Interfaces occur.

1.4 A **Point of Interface** is the physical telecommunications interface between BellSouth and Frankfort Plant Board's interconnection functions. It establishes the technical interface and point of operational responsibility. The primary function of the Point of Interface is to serve as the terminus for the interconnection service. The Point of Interface has the following main characteristics:

1. It is a cross-connect point to allow connection, disconnection, transfer or restoration of service.
2. It is a point where BellSouth and Frankfort Plant Board can verify and maintain specific performance objectives.
3. It is specified according to the interface offered in the tariff or local interconnection agreement (for example: for DS1 service the FCC No. 1 tariff specifies that the interface meets the technical specifications detailed in Generic Requirements GR-342-CORE, Issue 1, December 1995.)
4. The Parties provide their own equipment (CPE) to interface with the DS0, DS1, DS3, STS1 and/or OCn circuits on the customer premises.

1.5 The **Point of Interconnection** is the point at which the originating Party delivers its originated traffic to the terminating Party's first point of switching on the terminating Party's common (shared) network for call transport and termination. Points of Interconnection are available at either Access Tandems, Local Tandems, or End Offices as described in this Agreement. Frankfort Plant Board's requested Point of Interconnection will also be used for the receipt and delivery of transit traffic at BellSouth Access and Local Tandems. Points of Interconnection established at the BellSouth Local Tandem apply only to Frankfort Plant Board-originated local and local originating and terminating transit traffic.

1.6 Frankfort Plant Board, at its option, shall establish Points of Presence and Points of Interface for the delivery of its originated local and intraLATA toll traffic to BellSouth. The Point of Interface may not necessarily be established at the Point of Interconnection.

1.7 BellSouth, at its option, shall designate the Points of Presence and Points of Interface for the delivery of its originated local and intraLATA toll traffic to Frankfort Plant Board for call transport and termination by Frankfort

Plant Board. The Point of Interface may not necessarily be established at the Point of Interconnection. BellSouth may designate a Point of Interface in each BellSouth flat rated local calling area.

1.8 Interconnection via Purchase of Facilities

1.8.1 The originating Party may purchase Local Channel facilities from the terminating Party from the originating Party's specified Point of Interface to its serving wire center. The Parties agree that charges for such Local Channel facilities are as set forth in Exhibit A to this Attachment. If a nonrecurring or recurring rate is not identified in Exhibit A for a Local Channel, the rate shall be as set forth in the appropriate BellSouth intrastate or interstate tariff for switched access services.

1.8.2 Additionally, either Party may purchase Dedicated Transport facilities from its designated serving wire center to the other Party's first point of switching. The Parties agree that charges for such Dedicated Transport facilities are as set forth in Exhibit A to this Attachment. If a nonrecurring or recurring rate is not identified in Exhibit A for Dedicated Transport, the rate shall be as set forth in the appropriate BellSouth intrastate or interstate tariff for switched access services.

1.8.3 For the purposes of this Attachment, Local Channel is defined as a switch transport facility between a Party's Point of Presence and its designated serving wire center.

1.8.4 For the purposes of this Attachment, Serving Wire Center is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its Point of Presence.

1.8.5 For the purposes of this Attachment, Dedicated Transport is defined as a switch transport facility between a Party's designated serving wire center and the first point of switching on the other Party's common (shared) network.

1.9 BellSouth **Multiple Tandem Access (MTA)** provides for LATA wide BellSouth transport and termination of Frankfort Plant Board-originated intraLATA toll and local traffic, that is transported by BellSouth, by establishing a Point of Interconnection at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. However, Frankfort Plant Board must still establish Points of Interconnection at all BellSouth access tandems where Frankfort Plant Board NXXs are "homed". If Frankfort Plant Board does not have NXXs homed at a BellSouth access tandem within a LATA and elects not to establish Points of Interconnection at such BellSouth access tandem, Frankfort Plant Board can order MTA in each BellSouth access tandem within the LATA

where it does have a Point of Interconnection and BellSouth will terminate traffic to end-users served through those BellSouth access tandems where Frankfort Plant Board does not have a Point of Interconnection. MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

- 1.9.1 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched Access traffic will be delivered to and by IXCs based on Frankfort Plant Board's NXX Access Tandem homing arrangement as specified by Frankfort Plant Board in the national LERG.
- 1.9.2 For Frankfort Plant Board-originated local and intraLATA toll traffic that BellSouth transports but is destined for termination by a third Party network (transit traffic), BellSouth MTA is required if multiple BellSouth access tandems are necessary to deliver the call to the third Party network.
- 1.9.3 The Parties agree that compensation for the BellSouth transport and/or termination of Frankfort Plant Board's local and intraLATA toll traffic will be billed on a statewide basis at the applicable rates specified in Exhibit A to this Attachment for local traffic and at the BellSouth intrastate switched access tariff rates for intraLATA toll traffic.
- 1.9.4 To the extent Frankfort Plant Board does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, Frankfort Plant Board must establish Points of Interconnection to every access tandem in the calling area in order to serve the entire calling area. To the extent Frankfort Plant Board does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish a Point of Interconnection to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent Frankfort Plant Board routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA service, Frankfort Plant Board agrees to pay BellSouth the associated transport and termination charges.
- 1.10 Local Tandem Interconnection.
- 1.10.1 This interconnection arrangement allows Frankfort Plant Board to establish a Point of Interconnection at BellSouth local tandems for: (1) the delivery of Frankfort Plant Board-originated local traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's GSST, section A3 served by those BellSouth local tandems, and (2) for local transit traffic transported by

BellSouth for third party network providers who have also established Points of Interconnection at those BellSouth local tandems.

1.10.2 When a specified local calling area is served by more than one BellSouth local tandem, Frankfort Plant Board must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Frankfort Plant Board may choose to establish a Point of Interconnection at the BellSouth local tandems where it has no codes homing but is not required to do so. Frankfort Plant Board may deliver local traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where Frankfort Plant Board does not choose to establish a Point of Interconnection. It is Frankfort Plant Board's responsibility to enter its own NPA/NXX local tandem homing arrangements into the (LERG) either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Frankfort Plant Board's codes. Likewise, Frankfort Plant Board shall obtain its routing information from the LERG.

1.10.3 Notwithstanding establishing Points of Interconnection to BellSouth's local tandems, Frankfort Plant Board must also establish Points of Interconnection to BellSouth access tandems within the LATA on which Frankfort Plant Board has NPA/NXX's homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth cannot switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff.)

1.10.4 BellSouth's provisioning of local tandem interconnection assumes that Frankfort Plant Board has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

1.11 Fiber Meet

1.11.1 "Fiber-Meet" is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e. Point Of Interface).

- 1.11.2 If Frankfort Plant Board elects to interconnect with BellSouth pursuant to a Fiber Meet, Frankfort Plant Board and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of local traffic via a Local Channel facility at either the DS0, DS1, or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, Frankfort Plant Board's SONET transmission must be compatible with BellSouth's equipment in the BellSouth Interconnection Wire Center ("BIWC"). The same vendor's equipment and software version must be used, and the Data Communications Channel (DCC) must be turned off.
- 1.11.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BIWC.
- 1.11.4 Frankfort Plant Board shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Frankfort Plant Board Interconnection Wire Center ("Frankfort Plant Board Wire Center").
- 1.11.5 BellSouth shall designate a Point of Interface outside the BIWC as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable Frankfort Plant Board to deliver, fiber optic facilities into the Point of Interface with sufficient spare length to reach the fusion splice point at the Point of Interface. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interface. A Common Language Location Identification ("CLLI") code will be established for each Point of Interface. The code established must be a building type code. All orders shall originate from the Point of Interface (i.e., Point of Interface to Frankfort Plant Board, Point of Interface to BellSouth).
- 1.11.6 Frankfort Plant Board shall deliver and maintain such strands wholly at its own expense. Upon verbal request by Frankfort Plant Board, BellSouth shall allow Frankfort Plant Board access to the Fiber Meet entry point for maintenance purposes as promptly as possible.
- 1.11.7 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.
- 1.11.8 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.
- 1.11.9 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit local traffic (i.e. the Local Channel).

Charges incurred for other services including dedicated transport facilities to the Point of Interconnection if applicable will apply. Charges for Switched and Special Access Services shall be billed in accordance with the applicable Access Service tariff (i.e. the BellSouth Interstate or Intrastate Access Services Tariff).

**2. Interconnection Trunking and Routing**

2.1 BellSouth and Frankfort Plant Board shall establish interconnecting trunk groups and trunking configurations between networks including the establishment of one-way or two-way trunks in accordance with the *BellSouth Call Transport & Termination Service For Facility Based CLECs section of the Facility Based CLEC Activation Requirements Customer Guide* as it is revised from time to time.

2.2 Any Frankfort Plant Board interconnection request that deviates from the standard trunking configurations as described in the *BellSouth Call Transport & Termination Service For Facility Based CLECs section of the Facility Based CLEC Activation Requirements Customer Guide* that affects traffic delivered to Frankfort Plant Board from a BellSouth switch that requires special BellSouth switch translations and other network modifications will require Frankfort Plant Board to submit a Bona Fide Request/New Business Request set forth in General Terms and Conditions.

2.3 All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and Frankfort Plant Board not addressed in Exhibit A shall be as set forth in the appropriate BellSouth intrastate or interstate tariff for switched access services. For two-way trunking that carries the Parties' local and intraLATA toll traffic, excluding transit traffic, the Parties shall be compensated for the nonrecurring and recurring charges for trunks and DS1 facilities at 50% of the applicable contractual or tariff rates for the services provided by each Party. Frankfort Plant Board shall be responsible for ordering and paying for any two-way trunks carrying transit traffic.

2.4 The Parties shall utilize direct end office trunking under the following conditions:

(1) Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Frankfort Plant Board and BellSouth's subscribers.

(2) Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between a Frankfort Plant Board switching center and a BellSouth end office, either Party shall install and retain direct end office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between a Frankfort Plant Board switching center and a BellSouth end office where the traffic exceeds or is forecasted to exceed a single DS1 of local traffic per month. Either Party will install additional capacity between such points when overflow traffic between Frankfort Plant Board's switching center and BellSouth's end office exceeds or is forecasted to exceed a single DS1 of local traffic per month. In the case of one way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

2.4.1 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of the conditions (1) or (2) above and agreement will not unreasonably be withheld.

2.5 Switched Access traffic will be delivered to and by IXCs based on Frankfort Plant Board's NXX Access Tandem homing arrangement as specified by Frankfort Plant Board in the national LERG.

2.6 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible.

3. **Network Design and Management for Interconnection**

3.1 **Network Management and Changes.** Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

3.2 **Interconnection Technical Standards.** The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set



forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.

- 3.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each party provides local interconnection.
- 3.4 Network Management Controls. Both parties will work cooperatively with each other to apply sound network management principles by invoking appropriate network management controls, e.g., call gapping, to alleviate or prevent network congestion.
- 3.5 Common Channel Signaling. Both parties will provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks.
- 3.6 Forecasting Requirements. The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas. In order for BellSouth to provide as accurate reciprocal trunking forecasts as possible to Frankfort Plant Board, Frankfort Plant Board must timely inform BellSouth of any known or anticipated events that may affect BellSouth reciprocal trunking requirements. If Frankfort Plant Board refuses to provide such information, BellSouth shall provide reciprocal trunking forecasts based only on existing trunk group growth and BellSouth's annual estimated percentage of BellSouth subscriber line growth.
- 3.6.1 Both parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging non-binding forecast of its traffic and volume requirements for the interconnection and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties. The Parties agree that each forecast provided

under this Section shall be deemed "Confidential Information" in the General Terms and Conditions – Part A of this Agreement.

3.6.2 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two future years. The forecast meeting between the two companies may be a face-to-face meeting, video conference or audio conference. It may be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 24 trunks or 10%, whichever is greater. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network.

3.6.3 For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time.

3.7 Signaling Call Information. BellSouth and Frankfort Plant Board will send and receive 10 digits for local traffic. Additionally, BellSouth and Frankfort Plant Board will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

#### **4. Parity in Ordering and Provisioning**

Each Party shall provide interconnection ordering and provisioning services to the other Party that are equal to the ordering and provisioning services the Parties provide themselves. Detailed procedures for ordering and provisioning BellSouth interconnection services are set forth in the *BellSouth Call Transport & Termination Service For Facility Based CLECs section of the Facility Based CLEC Activation Requirements Customer Guide.*

#### **5. Local Dialing Parity**

Each party shall provide local dialing parity, meaning that each Party's customers will not have to dial any greater number of digits than the other

Party's customers to complete the same call. In addition, under equivalent interconnection arrangements, Frankfort Plant Board local service customers will experience at least the same quality as BellSouth local service customers regarding post-dial delay, call completion rate and transmission quality.

**6. Interconnection Compensation**

**6.1 Compensation for Call Transportation and Termination for Local Traffic**

**6.1.1 Local Traffic.** Until the Commission, the FCC or a court of competent jurisdiction determines, in a final and non-appealable order ("Order"), whether Enhanced Service Provider ("ESP") and Information Service Provider ("ISP") traffic is within the definition of Local Traffic, such traffic will be held for payment until the jurisdiction of such traffic is determined. The Parties will maintain billing records identifying all such ESP and ISP traffic as stated in General Terms and Conditions of this Agreement.

**6.1.2** The Parties shall provide for the mutual and reciprocal recovery of the costs for the elemental functions performed in transporting and terminating local traffic on each other's networks. The Parties agree that charges for transport and termination of calls on its respective networks are as set forth in Exhibit A to this Attachment.

**6.1.3** For the purposes of this Attachment, Common (Shared) Transport is defined as the transport of one Party's traffic by the other Party over the other Party's common (shared) facilities between the other Party's tandem switch and end office switch and/or between the other Party's tandem switches.

**6.1.4** For the purposes of this Attachment, Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

**6.1.5** For the purposes of this Attachment, End Office Switching is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

**6.1.6** If Frankfort Plant Board utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from Frankfort Plant Board for transport and termination of BellSouth originated traffic, BellSouth will pay Frankfort Plant Board no more than the airline miles between the V & H coordinates of the Point of Interface within the LATA where Frankfort Plant Board receives the BellSouth-originated traffic and the V & H coordinates of the BellSouth Exchange Rate Center

Carriage spe.

Area that the Frankfort Plant Board terminating NPA/NXX is associated in the same LATA. For these situations, BellSouth will compensate Frankfort Plant Board at either dedicated or common (shared) transport rates specified in Exhibit A and based upon the functions provided by Frankfort Plant Board as defined in this Attachment.

6.1.7 Neither Party shall represent access services traffic (e.g. Internet Protocol (IP) Telephony, FGA, FGB, etc.) as Local Traffic for purposes of payment of reciprocal compensation.

6.2 Unidentifiable traffic. Frankfort Plant Board shall utilize its NPA/NXXs in such a way and will provide the necessary information so that BellSouth shall be able to distinguish Local from IntraLATA Toll traffic for BellSouth originated traffic. Frankfort Plant Board end users' assigned NPA/NXX line numbers shall be physically located in the BellSouth rate center with which the NPA/NXX has been associated. Whenever BellSouth delivers traffic to Frankfort Plant Board for termination on the Frankfort Plant Board's network, if BellSouth cannot determine, because of the manner in which Frankfort Plant Board has utilized its NXX codes whether the traffic is local or toll, BellSouth will charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth will make appropriate billing adjustments if Frankfort Plant Board can provide sufficient information for BellSouth to determine whether said traffic is local or toll.

6.3 Percent Local Use. Each Party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding intermediary traffic. By the first of January, April, July and October of each year, BellSouth and Frankfort Plant Board shall provide a positive report updating the PLU. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth's Standard Percent Local Use Reporting Platform for Interconnection Purchasers, as it is amended from time to time during this Agreement. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

6.4 Percentage Interstate Usage. For combined interstate and intrastate Frankfort Plant Board traffic terminated by BellSouth over the same facilities, Frankfort Plant Board will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in

BellSouth's Intrastate Access Services Tariff will apply to Frankfort Plant Board. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

6.5 Audits. On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and Frankfort Plant Board shall retain records of call detail for a minimum of nine months from which a PLU and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent audatory paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

6.6 Compensation for IntraLATA Toll Traffic

6.6.1 IntraLATA Toll Traffic. IntraLATA Toll Traffic is defined as any telephone call that is not local or switched access per this Agreement.

6.6.2 Compensation for intraLATA toll traffic. For terminating its intraLATA toll traffic on the other company's network, the originating Party will pay the terminating Party BellSouth's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in BellSouth's Intrastate or Interstate Access Services Tariff. The appropriate charges will be determined by the routing of the call. If Frankfort Plant Board is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses Frankfort Plant Board as an interexchange carrier on a 101XXXX basis, BellSouth will charge Frankfort Plant Board the appropriate BellSouth tariff charges for originating switched access services.

6.6.3 Compensation for 8XX Traffic. Each Party shall compensate the other pursuant to the appropriate switched access charges, including the

database query charge as set forth in the BellSouth intrastate or interstate switched access tariffs.

- 6.6.4 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format for a fee of \$0.013 per record.
- 6.6.5 8XX Access Screening. BellSouth's provision of 8XX TFD to Frankfort Plant Board requires interconnection from Frankfort Plant Board to BellSouth 8XX SCP. Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. Frankfort Plant Board shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that Frankfort Plant Board desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff as amended.
- 6.7 Mutual Provision of Switched Access Service
- 6.7.1 Switched Access Traffic. Switched Access Traffic is as defined in the BellSouth Access Tariff. Additionally, IP Telephony traffic will be considered switched access traffic.
- 6.7.2 When BellSouth and Frankfort Plant Board provide an access service connection between an interexchange carrier ("IXC") and each other, each Party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. The recording Party agrees to provide to the Initial Billing Party (IBP), at no charge, the switched access detailed usage data within no more than sixty (60) days after the recording date. The IBP will provide the switched access summary usage data to all subsequent billing Parties within 10 days of rendering the initial bill to the IXC. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.
- 6.7.3 Where either Party has been notified that the other Party has a Billing Guarantee Practice, each Party so notified (the IBP or the recording

Party) will be held liable for any access revenues which it has caused to be determined unbillable under the guidelines of such Billing Guarantee Practice of the other Party. Each Party will provide complete documentation to the other to substantiate any claim of unbillable access revenues. A negotiated settlement will be agreed upon between the Parties.

- 6.7.4 Each Party will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.
- 6.7.5 Each Party agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 6.7.6 Each Party also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.
- 6.7.7 All claims should be filed with the other Party within 120 days of the receipt of the date of the unbillable usage.
- 6.7.8 The IBP shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the IBP. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.
- 6.8 Transit Traffic Service. Each Party shall provide tandem switching and transport services for the other's transit traffic. Transit traffic is traffic originating on one Party's network that is switched and transported by the other Party and delivered to a third party's network. Rates for local transit traffic shall be the applicable call transport and termination charges as set forth in Exhibit A to this Attachment. Rates for intraLATA toll and Switched Access transit traffic shall be the applicable call transport and termination charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Billing associated with all transit traffic shall be pursuant to MECAB procedures. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines.

6.8.1 The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates stipulated in this Agreement to a terminating carrier. BellSouth agrees to deliver this traffic to the terminating carrier; provided, however, that Frankfort Plant Board is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to Frankfort Plant Board. Frankfort Plant Board agrees to compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of Frankfort Plant Board. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

6.9 Interconnection with Enhanced Service Providers (ESPs)/Information Service Providers (ISPs). Traffic originated to and terminated by ESPs/ISPs shall not be included in the local interconnection compensation arrangements of this Agreement unless and until a Commission or the FCC determines, in a final and non-appealable Order, that such traffic shall be included in local interconnection compensation arrangements, whereupon either Party may request renegotiation of the affected provisions of this Agreement under Section 15 of the General Terms and Conditions.

## 7. **FRAME RELAY SERVICE**

7.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and Frankfort Plant Board's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service in those states in which Frankfort Plant Board is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between Frankfort Plant Board and BellSouth Frame Relay Switches in the same LATA.

7.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection ("POI(s)") within the LATA. All POIs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's General Subscriber Service Tariff except as set forth in this Attachment.

7.3 Upon the request of either Party, such interconnection will be established where BellSouth and Frankfort Plant Board have Frame Relay Switches in



the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.

- 7.4 The Parties agree to provision local and IntraLATA Frame Relay Service and Exchange Access Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the POIs.
- 7.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:
- 7.5.1 If the data packets originate and terminate in locations in the same LATA, and consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local ("Local VC").
- 7.5.2 If the originating and terminating locations of the two way packet data traffic are not in the same LATA, the traffic on that VC is interLATA ("InterLATA VC").
- 7.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, Frankfort Plant Board may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies Frankfort Plant Board that it has found that this method does not adequately represent the PLCU.
- 7.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.
- 7.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and Frankfort Plant Board will pay, the total non-recurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Frankfort Plant Board will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of Frankfort Plant Board's PLCU.

- 7.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and Frankfort Plant Board will pay, the total non-recurring and recurring charges for the NNI port. Frankfort Plant Board will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by Frankfort Plant Board's PLCU.
- 7.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).
- 7.8 For the PVC segment between the Frankfort Plant Board and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.
- 7.9 Compensation for PVC rate elements will be calculated as follows:
- 7.9.1 If Frankfort Plant Board orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the Frankfort Plant Board Frame Relay switch, BellSouth will invoice, and Frankfort Plant Board will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and Frankfort Plant Board Frame Relay switches. If the VC is a Local VC, Frankfort Plant Board will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to Frankfort Plant Board for the PVC segment.
- 7.9.2 If BellSouth orders a Local VC connection between a Frankfort Plant Board subscriber's PVC segment and a PVC segment from the Frankfort Plant Board Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and Frankfort Plant Board will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and Frankfort Plant Board Frame Relay switches. If the VC is a Local VC, Frankfort Plant Board will then invoice and BellSouth will pay the total non-recurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to Frankfort Plant Board for the PVC segment.
- 7.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature

Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No. 1.

- 7.9.4 If Frankfort Plant Board requests a change, BellSouth will invoice and Frankfort Plant Board will pay a Feature Change charge for each affected PVC segment.
- 7.9.4.1 If BellSouth requests a change to a Local VC, Frankfort Plant Board will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.
- 7.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.
- 7.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 7.10 Frankfort Plant Board will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per section 7.5.3 above.
- 7.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.
- 7.12 If during the term of this Agreement, BellSouth obtains authority to provide interLATA Frame Relay in any State, the Parties agree to renegotiate this arrangement for the exchange of Frame Relay Service Traffic within one hundred eighty (180) days of the date BellSouth receives interLATA authority. In the event the Parties fail to renegotiate this Section 7 within the one hundred eighty day period, they will submit this matter to the appropriate State commission(s) for resolution.

**8. Operational Support Systems (OSS) Rates**

BellSouth has developed and made available the following mechanized systems by which Frankfort Plant Board may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface

EDI-PC      Electronic Data Interface – Personal Computer  
TAG          Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS		KY
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces		\$3.50 SOMEK
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces		\$19.99 SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

8.1      Denial/Restoral OSS Charge

In the event Frankfort Plant Board provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

8.2      Cancellation OSS Charge

Frankfort Plant Board will incur an OSS charge for an accepted LSR that is later canceled by Frankfort Plant Board.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

8.3      Threshold Billing Plan

The Parties agree that Frankfort Plant Board will incur the electronic rate for all LSRs, both electronic and manual, if the percentage of electronic LSRs to total LSRs **meets or exceeds** the threshold percentages shown below:

Year	Ratio: Electronic/Total LSRs
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLEC's future manual LSRs will be billed at the electronic LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

BELLSOUTH/FRANKFORT PLANT BOARD  
RATES  
LOCAL INTERCONNECTION

DESCRIPTION	USOC	KY
<b>LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)</b>		
End Office Switching, per mou	N/A	\$0.002562
Direct Local Interconnection, per mou		NA
Tandem Switching, per mou	N/A	\$0.001096
Tandem Switching (assumes 5 miles of transport per mou)	N/A	NA
Tandem Local Interconnection, per mou (includes end office switching element)		NA
Multiple Tandem Switching, per mou (applies to initial tandem only), effective 10/99		NA
Local Intermediary, per mou (applies to transit only)		NA
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and Frankfort Plant Board shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.		BST State Access Tariff Rates
Tandem Intermediary Charge, per mou*	N/A	\$0.001096
*(This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)		
<b>INTEROFFICE TRANSPORT</b>		
<b>Common (Shared) Transport</b>		
Common (Shared) Transport per mile per mou	N/A	\$0.0000049
Common (Shared) Transport Facilities Termination per mou	N/A	\$0.000426
<b>Interoffice Transport - Dedicated - VG</b>		
Interoffice Transport - Dedicated - 2-Wire VG - per mile	1L5XX	\$0.03
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	1L5XX	\$27.66
NRC - 1st	1L5XX	\$142.31
NRC - Add'l	1L5XX	\$56.21
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$37.21
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$37.21
<b>Interoffice Transport - Dedicated - DS0 - 56/64 KBPS</b>		
Interoffice Transport - Dedicated - DS0 - per mile per month	1L5XX	\$0.03
Interoffice Transport - Dedicated - DS0 - facilities termination per month	1L5XX	\$26.95
NRC - 1st	1L5XX	\$142.31
NRC - Add'l	1L5XX	\$56.21
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$37.21
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$37.21
<b>Interoffice Transport - Dedicated - DS1</b>		
Interoffice Transport - Dedicated - DS1 - per mile per month	1L5XX	\$0.45
Interoffice Transport - Dedicated - DS1 - facilities termination per month	U1TF1	\$55.05
NRC - 1st	U1TF1	\$298.18
NRC - Add'l	U1TF1	\$231.23
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	NA
<b>Interoffice Transport - Dedicated - DS3</b>		
Interoffice Transport - Dedicated - DS3 - per mile per month	1L5XX	\$12.62
Interoffice Transport - Dedicated - DS3 - facilities termination per month	U1TF3	\$1,204.00
NRC - 1st	U1TF3	\$946.23
NRC - Add'l	U1TF3	\$516.89
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$93.12
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$93.12
<b>Local Channel - Dedicated</b>		
<b>Local Channel - Dedicated - 2-Wire VG</b>		
Monthly Recurring	N/A	\$22.26
NRC - 1st	N/A	\$597.14
NRC - Add'l	N/A	\$110.52
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$41.46
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	NA
<b>Local Channel - Dedicated - 4-Wire VG</b>		
Monthly Recurring	N/A	\$23.38
NRC - 1st	N/A	\$585.15
NRC - Add'l	N/A	\$98.53
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$98.53
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$11.99
<b>Local Channel - Dedicated - DS1</b>		
Monthly Recurring	TMECS	\$43.80
NRC - 1st	TMECS	\$538.95
NRC - Add'l	TMECS	\$464.94
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$87.71
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	NA
<b>Local Channel - Dedicated - DS3</b>		
Monthly Recurring	TMECS	NA
NRC - 1st	TMECS	NA
NRC - Add'l	TMECS	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	NA
<b>NOTES:</b>		
If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by either party.		

**Attachment 4**

**Physical Collocation**

## BELLSOUTH PHYSICAL COLLOCATION

### 1. SCOPE OF ATTACHMENT

1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when Frankfort Plant Board is occupying the collocation space as a sole occupant or as a Host pursuant to Section 4.

All the negotiated rates, terms and conditions set forth in this Attachment pertain to collocation and the provisioning of Collocation Space.

1.2 Right to occupy. Subject to Section 4 of this Attachment, BellSouth hereby grants to Frankfort Plant Board a right to occupy that certain area designated by BellSouth within a BellSouth central office premises, of a size which is specified by Frankfort Plant Board and agreed to by BellSouth (hereinafter "Collocation Space"). Notwithstanding the foregoing, BellSouth shall consider in its designation for cageless collocation any unused space within the BellSouth central office premises. The size specified by Frankfort Plant Board may contemplate a request for space sufficient to accommodate Frankfort Plant Board's growth within a two year period unless otherwise agreed to by the Parties.

1.2.1 Space Reclamation. In the event of space exhaust within a central office premises, Frankfort Plant Board may be required to release space to BellSouth to be allocated to other physical collocation applicants when a minimum of fifty percent of the total amount of space in Frankfort Plant Board's collocation arrangement is not being utilized within the first year of operation, or 100% of the total amount of space by the end of the second year of operation.

1.3 Use of Space. Frankfort Plant Board shall use the Collocation Space for the purposes of installing, maintaining and operating Frankfort Plant Board's equipment (to include testing and monitoring equipment) used or useful primarily to interconnect with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. Pursuant to Section 5 following, Frankfort Plant Board may at its option, place Frankfort Plant Board-owned fiber entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, Frankfort Plant Board may connect to other interconnectors within the designated BellSouth Central Office (including to its other virtual or physical collocated arrangements) through co-carrier cross connect facilities designated by Frankfort Plant Board pursuant to section 5.6 following. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.4 Rates and charges. Frankfort Plant Board agrees to pay the rates and charges identified at Exhibit A attached hereto.



## 2. SPACE NOTIFICATION

2.1 Availability of Space. Upon submission of an application pursuant to Section 6, BellSouth will permit Frankfort Plant Board to physically collocate, pursuant to the terms of this Attachment, at any BellSouth central office premises, unless BellSouth has determined that there is no space available due to space limitations or no space available due to technical infeasibility. BellSouth will respond to an application within ten (10) business days as to whether space is available or not available within a BellSouth central office premises.

2.2 Reporting. Upon request from Frankfort Plant Board, BellSouth will provide a written report specifying the amount of collocation space available at the central office premises requested, the number of collocators present at the central office premises, any modifications in the use of the space since the last report or the central office premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

2.2.1 The request from Frankfort Plant Board must be written and must include the central office premises and Common Language Location Identification (CLLI) code of the central office premises. Such information regarding central office premises and CLLI code is located in the National Exchange Carriers Association (NECA) FCC No. 4.

2.2.2 BellSouth will respond to a request for a particular Central Office location within ten (10) business days of receipt of such request. BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes up to and including five (5) Central Office locations within the same state. The response time for requests of more than five (5) shall be negotiated between the Parties. If BellSouth cannot meet the ten business day response time, BellSouth shall notify Frankfort Plant Board and inform Frankfort Plant Board of the time frame under which it can respond.

2.3 Denial of Application. After notifying Frankfort Plant Board that BellSouth has no available space in the requested Central Office ("Denial of Application"), BellSouth will allow Frankfort Plant Board, upon request, to tour the entire Central Office within ten (10) business days of such Denial of Application. In order to schedule said tour within ten (10) business days, the request for a tour of the Central Office must be received by BellSouth within five (5) business days of the Denial of Application.

2.4 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 USC § 251(c)(6).

2.5 Waiting List. On a first come first served basis, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the central office premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. Upon request BellSouth will advise Frankfort Plant Board as to its position on the list.

2.6 Public Notification. BellSouth will maintain on its Interconnection Services web site a notification document that will indicate all central office premises that are without available space. BellSouth shall update such document within ten (10) business days of the Denial of

Application date. BellSouth will also post a document on its Interconnection Services web site that contains a general notice where space has become available in a Central Office previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.

2.7 State Agency Procedures. Notwithstanding the foregoing, should any state regulatory agency impose a procedure different than procedures set forth in this section, that procedure shall supersede the requirements set forth herein.

### 3. COLLOCATION OPTIONS

3.1 Cageless. Except where local building code does not allow cageless collocation, BellSouth shall allow Frankfort Plant Board to collocate Frankfort Plant Board's equipment and facilities without requiring the construction of a cage or similar structure and without requiring the creation of a separate entrance to the Collocation Space. BellSouth shall allow Frankfort Plant Board to have direct access to its equipment and facilities but may require Frankfort Plant Board to use a central entrance to the BellSouth Central Office. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. Except where Frankfort Plant Board's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Frankfort Plant Board must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6.5 following.

3.2 Cages and Adjacent Arrangement Enclosures. BellSouth shall authorize the enclosure of Frankfort Plant Board's equipment and facilities at Frankfort Plant Board's option or if required by local building code. Frankfort Plant Board must arrange with a BellSouth certified contractor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications and at its sole expense. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, Frankfort Plant Board and Frankfort Plant Board's BellSouth certified contractor must comply with local building code requirements. Frankfort Plant Board's BellSouth certified contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The Certified Vendor shall bill Frankfort Plant Board directly for all work performed for Frankfort Plant Board pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. Frankfort Plant Board must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Frankfort Plant Board's locked enclosure prior to notifying Frankfort Plant Board.

3.2.1 BellSouth has the right to review Frankfort Plant Board's plans and specifications prior to allowing construction to start. BellSouth has the right to inspect the enclosure after construction to make sure it is designed and constructed according to BellSouth's guidelines and specifications and to require Frankfort Plant Board to remove or correct at Frankfort Plant Board's cost any structure that does not meet these standards.

3.3 Shared (Subleased) Caged Collocation. Frankfort Plant Board may allow other telecommunications carriers to share Frankfort Plant Board's caged collocation arrangement pursuant to terms and conditions agreed to by Frankfort Plant Board ("Host") and other telecommunications carriers ("Guests") and pursuant to this section with the following exceptions: (1) where local building code does not allow Shared (Subleased) Caged Collocation and (2) where the BellSouth central office premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. The terms and conditions of the agreement between the Host and its Guests shall be written and a copy provided to the BellSouth contact specified in Section 15 within ten (10) business days of its execution and prior to any Firm Order. Further, said agreement shall incorporate by reference the rates, terms, and conditions of this Attachment between BellSouth and Frankfort Plant Board.

3.3.1 Frankfort Plant Board shall be the sole interface and responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placements of Guest; for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. The initial Guest application shall require the assessment of an Application Fee, as set forth in Exhibit A. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provisions of the services and access to unbundled network elements.

3.3.2 Frankfort Plant Board shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Frankfort Plant Board's Guests in the Collocation Space.

3.4 Adjacent Collocation. BellSouth will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Central Office is legitimately exhausted, subject to technical feasibility, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Central Office property and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be constructed or procured by Frankfort Plant Board and in conformance with BellSouth's design and construction specifications. Further, Frankfort Plant Board shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for Adjacent Collocation.

3.4.1 Should Frankfort Plant Board elect such option, Frankfort Plant Board must arrange with a BellSouth certified contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, Frankfort Plant Board and Frankfort Plant Board's contractor must comply with local building code requirements. Frankfort Plant Board's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Frankfort Plant Board's BellSouth Certified Vendor shall bill Frankfort Plant Board directly for all work performed for Frankfort Plant Board pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. Frankfort Plant Board must provide the local BellSouth building contact with two cards, keys or other access device used to enter the

locked enclosure. Except in cases of emergency, BellSouth shall not access Frankfort Plant Board's locked enclosure prior to notifying Frankfort Plant Board.

3.4.2 BellSouth maintains the right to review Frankfort Plant Board's plans and specifications prior to construction of an Adjacent Arrangement(s). BellSouth may inspect the Adjacent Arrangement(s) following construction and prior to commencement, as defined in Section 4.1 following, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require Frankfort Plant Board, at Frankfort Plant Board's sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Adjacent Arrangement, within five (5) business days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.

3.4.3 Frankfort Plant Board shall provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of interconnection. At Frankfort Plant Board's option, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement.

3.4.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3 preceding.

#### 4. OCCUPANCY

4.1 Commencement Date. The "Commencement Date" shall be the day Frankfort Plant Board's equipment becomes operational as described in Article 4.2, following.

4.2 Occupancy. BellSouth will notify Frankfort Plant Board in writing that the Collocation Space is ready for occupancy. Frankfort Plant Board must place operational telecommunications equipment in the Collocation Space and connect with BellSouth's network within one hundred eighty (180) days after receipt of such notice. Frankfort Plant Board must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. If Frankfort Plant Board fails to place operational telecommunications equipment in the Collocation Space within 180 calendar days and such failure continues for a period of thirty (30) days after receipt of written notice from BellSouth, then and in that event Frankfort Plant Board's right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to Frankfort Plant Board with respect to said Collocation Space. Termination of Frankfort Plant Board's rights to the Collocation Space pursuant to this paragraph shall not operate to release Frankfort Plant Board from its obligation to reimburse BellSouth for all costs reasonably incurred by BellSouth in preparing the Collocation Space, but rather such obligation shall survive this Attachment. For purposes of this paragraph, Frankfort Plant Board's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.3 Termination. Except where otherwise agreed to by the Parties, Frankfort Plant Board may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to BellSouth. Upon termination of such occupancy, Frankfort Plant Board at its

expense shall remove its equipment and other property from the Collocation Space. Frankfort Plant Board shall have thirty (30) days from the termination date to complete such removal, including the removal of all equipment and facilities of Frankfort Plant Board's Guests; provided, however, that Frankfort Plant Board shall continue payment of monthly fees to BellSouth until such date as Frankfort Plant Board has fully vacated the Collocation Space. Should Frankfort Plant Board fail to vacate the Collocation Space within thirty (30) days from the termination date, BellSouth shall have the right to remove the equipment and other property of Frankfort Plant Board at Frankfort Plant Board's expense and with no liability for damage or injury to Frankfort Plant Board's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon expiration of this Attachment, Frankfort Plant Board shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the Frankfort Plant Board except for ordinary wear and tear. Frankfort Plant Board shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.

## 5. USE OF COLLOCATION SPACE

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment used or useful for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services. Such equipment used or useful for interconnection and access to unbundled network elements includes, but is not limited to transmission equipment including, but not limited to, optical terminating equipment and multiplexers, and digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, and remote switching modules. Nothing in this section requires BellSouth to permit collocation of equipment used solely for switching or solely to provide enhanced services; provided, however, that BellSouth may not place any limitations on the ability of requesting carriers to use all the features, functions, and capabilities of equipment collocated pursuant to this section, including, but not limited to, switching and routing features and functions and enhanced services functionalities.

5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards.

5.1.2 Frankfort Plant Board shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the central office premises.

5.1.3 Frankfort Plant Board shall place a plaque or other identification affixed to Frankfort Plant Board's equipment necessary to identify Frankfort Plant Board's equipment, including a list of emergency contacts with telephone numbers.

5.2 Entrance Facilities. Frankfort Plant Board may elect to place Frankfort Plant Board-owned or Frankfort Plant Board-leased fiber entrance facilities into the Collocation Space.

BellSouth will designate the point of interconnection in close proximity to the Central Office building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both parties. Frankfort Plant Board will provide and place fiber cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. Frankfort Plant Board will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the Frankfort Plant Board's equipment in the Collocation Space. In the event Frankfort Plant Board utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Frankfort Plant Board must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Frankfort Plant Board is responsible for maintenance of the entrance facilities. At Frankfort Plant Board's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions.

5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each central office premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide Frankfort Plant Board with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to Frankfort Plant Board's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

5.2.2 Shared Use. Frankfort Plant Board may utilize spare capacity on an existing Interconnector entrance facility for the purpose of providing an entrance facility to another Frankfort Plant Board collocation arrangement within the same BellSouth Central Office. Frankfort Plant Board must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to Frankfort Plant Board-provided riser cable.

5.3 Splicing in the Entrance Manhole. Although not generally permitted, should Frankfort Plant Board request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. When the request for a splice is granted to Frankfort Plant Board by BellSouth, Frankfort Plant Board shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manhole covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.

5.4 Demarcation Point. BellSouth will designate the point(s) of interconnection between Frankfort Plant Board's equipment and/or network and BellSouth's network. Each party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional

distributing frame. Frankfort Plant Board shall be responsible for providing, and Frankfort Plant Board's BellSouth Certified Vendor shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.4. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. Frankfort Plant Board or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to subsection 5.5, following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At Frankfort Plant Board's option, a Point of Termination (POT) bay or frame may be placed in the Collocation Space.

5.5 Frankfort Plant Board's Equipment and Facilities. Frankfort Plant Board, or if required by this Attachment, Frankfort Plant Board's BellSouth certified vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Frankfort Plant Board. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections.

5.6 Co-Carrier Cross-connect. In addition to, and not in lieu of, obtaining interconnection with, or access to, BellSouth telecommunications services, unbundled network elements, and facilities, Frankfort Plant Board may directly connect to other Interconnectors within the designated BellSouth Central Office (including to its other virtual or physical collocated arrangements) through facilities owned by Frankfort Plant Board or through BellSouth facilities designated by Frankfort Plant Board, at Frankfort Plant Board's option. Such connections to other carriers may be made using either optical or electrical facilities. Frankfort Plant Board may deploy such optical or electrical connections directly between its own facilities and the facilities of other Interconnector(s) without being routed through BellSouth equipment.

5.6.1 If Frankfort Plant Board requests a co-Carrier cross-connect after the initial installation, Frankfort Plant Board must submit an application with a Subsequent Application Fee. Frankfort Plant Board must use a Certified Vendor to place the co-Carrier cross connect, except in cases where the Frankfort Plant Board equipment and the equipment of the other Interconnector are located within contiguous collocation spaces. In cases where Frankfort Plant Board's equipment and the equipment of the other Interconnector are located in contiguous collocation spaces, Frankfort Plant Board will have the option to deploy the co-Carrier cross connects between the sets of equipment. Where cable support structure exists for such connection there will be a recurring charge per linear foot of support structure used. When cable support structures do not exist and must be constructed a non-recurring charge for the individual case will be assessed.

5.7 Easement Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to Frankfort Plant Board when access to the Collocation Space is required. Frankfort Plant Board may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Frankfort Plant Board will not bear any of the expense associated with this work.

5.8 Access. Pursuant to Section 11, Frankfort Plant Board shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Frankfort Plant Board

agrees to provide the name, social security number, and date of birth of each employee, contractor, or agents provided with Access Keys or cards ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. Frankfort Plant Board agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Frankfort Plant Board employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Frankfort Plant Board or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

5.8.1 Lost or Stolen Access Keys. Frankfort Plant Board shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Frankfort Plant Board will pay BellSouth \$250.00 per Access Key(s) lost or stolen. Should it become necessary for BellSouth to re-key buildings as a result of a lost Access Key(s) or for failure to return an Access Key(s), Frankfort Plant Board shall pay for all reasonable costs associated with the re-keying.

5.9 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Collocation Space shall not interfere with or impair service provided by BellSouth or by any other Interconnector located in the Central Office; shall not endanger or damage the facilities of BellSouth or of any other Interconnector, the Collocation Space, or the Central Office; shall not compromise the privacy of any communications carried in, from, or through the Central Office; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Frankfort Plant Board violates the provisions of this paragraph, BellSouth shall give written notice to Frankfort Plant Board, which notice shall direct Frankfort Plant Board to cure the violation within forty-eight (48) hours of Frankfort Plant Board's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the parties agree to consult immediately and, if necessary, to inspect the arrangement. If Frankfort Plant Board fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Frankfort Plant Board's equipment. BellSouth will endeavor, but is not required, to provide notice to Frankfort Plant Board prior to taking such action and shall have no liability to Frankfort Plant Board for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.10 Personalty and its Removal. Subject to requirements of this Attachment, Frankfort Plant Board may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business, provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by Frankfort Plant Board in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by Frankfort Plant Board at any time. Any damage caused to the Collocation Space by Frankfort Plant Board's employees, agents or representatives during the removal of such property shall be promptly repaired by Frankfort Plant Board at its expense.



5.11 Alterations. In no case shall Frankfort Plant Board or any person acting on behalf of Frankfort Plant Board make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the BellSouth Central Office without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Frankfort Plant Board.

5.12 Janitorial Service. Frankfort Plant Board shall be responsible for the general upkeep and cleaning of the Caged Collocation Space and shall arrange directly with a BellSouth certified contractor for janitorial services. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

## 6. ORDERING AND PREPARATION OF COLLOCATION SPACE

6.1 Application for Space. Frankfort Plant Board shall submit an application document when Frankfort Plant Board or Frankfort Plant Board's Guest(s), as defined in Section 3.3, desires to request or modify the use of the Collocation Space.

6.1.1 Initial Application. For Frankfort Plant Board or Frankfort Plant Board's Guest(s) initial equipment placement, Frankfort Plant Board shall submit to BellSouth a complete and accurate Application and Inquiry document (Bona Fide Application), together with payment of the Application Fee as stated in Exhibit A. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in Frankfort Plant Board's Collocation Space(s) and an estimate of the amount of square footage required.

6.1.2 Subsequent Application Fee. In the event Frankfort Plant Board or Frankfort Plant Board's Guest(s) desire to modify the use of the Collocation Space, Frankfort Plant Board shall complete an Application document detailing all information regarding the modification to the Collocation Space together with payment of the minimum Subsequent Application Fee as stated in Exhibit A. Said minimum Subsequent Application Fee shall be considered a partial payment of the applicable Subsequent Application Fee which shall be calculated as set forth below. BellSouth shall determine what modifications, if any, to the Central Office premises are required to accommodate the change requested by Frankfort Plant Board in the Application. Such necessary modifications to the Central Office premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. The fee paid by Frankfort Plant Board for its request to modify the use of the Collocation Space shall be dependent upon the modification requested. Where the subsequent application does not require provisioning or construction work by BellSouth, no Subsequent Application Fee will be required and the pre-paid fee shall be refunded to Frankfort Plant Board. The fee for an application where the modification requested has limited effect (e.g., does not require capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. All other modifications shall require a Subsequent Application Fee assessed at the applicable application fee. In the event such modifications require the assessment of a full Application Fee as set forth in Exhibit A, the outstanding balance shall be due by Frankfort Plant Board within 30 calendar days following Frankfort Plant Board's receipt of a bill or invoice from BellSouth.

6.2 Application Response. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond within ten (10) business days of receipt of an Application whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a comprehensive written response within thirty (30) business days of receipt of a complete application. When multiple applications are submitted within a fifteen business day window, BellSouth will respond to the applications as soon as possible, but no later than the following: within thirty (30) business days for applications 1-5; within thirty-six (36) business days for applications 6-10; within forty-two (42) business days for applications 11-15. Response intervals for multiple applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation. The Application Response will detail whether the amount of space requested is available or if the amount of space requested is not available, the amount of space that is available. The response will also include the configuration of the space. When BellSouth's response includes an amount of space less than that requested by Frankfort Plant Board or differently configured, Frankfort Plant Board must amend its application to reflect the actual space available prior to submitting a Bona Fide Firm Order.

6.3 Bona Fide Firm Order. Frankfort Plant Board shall indicate its intent to proceed with equipment installation in a BellSouth Central Office by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires Frankfort Plant Board to complete the Application/Inquiry process described in Subsection 6.1, preceding, and submit the Expanded Interconnection Bona Fide Firm Order document (BSTEI-1P-F) indicating acceptance of the written application response provided by BellSouth ("Bona Fide Firm Order") and all appropriate fees. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's response to Frankfort Plant Board's Application/Inquiry. If Frankfort Plant Board makes changes to its application in light of BellSouth's written Application Response, BellSouth will be required to re-evaluate and respond to the change(s). In this event, BellSouth's provisioning interval will not start until the re-evaluation and response to the change(s) is complete and the Bona Fide Firm Order is received by BellSouth and all appropriate fees and duties have been executed. If BellSouth needs to reevaluate Frankfort Plant Board's application as a result of changes requested by Frankfort Plant Board to Frankfort Plant Board's original application, then BellSouth will charge Frankfort Plant Board a fee based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require Frankfort Plant Board to resubmit the application with an application fee.

6.3.1 BellSouth will establish a firm order date, per request, based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of Frankfort Plant Board's Bona Fide Firm Order within five (5) business days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date.

6.3.2 BellSouth will permit one accompanied site visit to Frankfort Plant Board's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to Frankfort Plant Board.

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6.3.3 Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.

6.3.4 Frankfort Plant Board must submit to BellSouth the completed Access Control Request Form (RF-2906-A) for all employees or agents requiring access to the BellSouth Central Office a minimum of 30 calendar days prior to the date Frankfort Plant Board desires access to the Collocation Space.

6.4 Construction and Provisioning Interval. BellSouth will negotiate construction and provisioning intervals per request on an individual case basis. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 business days from receipt of a complete and accurate Bona Fide Firm Order. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other collocation space ("extraordinary conditions") within 130 business days of the receipt of a complete and accurate Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement.

6.4.1 Joint Planning Meeting. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and Frankfort Plant Board will commence within a maximum of 15 business days from BellSouth's receipt of a Bona Fide Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order. The Collocation Space Completion time period will be provided to Frankfort Plant Board during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting.

6.4.2 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within 7 business days of the completion of finalized construction designs and specifications.

6.4.3 Acceptance Walk Through. Frankfort Plant Board and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by Frankfort Plant Board. BellSouth will correct any deviations to Frankfort Plant Board's original or jointly amended requirements within five (5) business days after the walk through, unless the Parties jointly agree upon a different time frame.

6.5 Use of Certified Vendor. Frankfort Plant Board shall select a vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. In some cases, Frankfort Plant Board must select separate BellSouth Certified Vendors for transmission equipment, switching equipment and power equipment. BellSouth shall provide Frankfort Plant Board with a list of Certified Vendors upon request. The Certified Vendor(s) shall be responsible for installing Frankfort Plant Board's

equipment and components, installing co-carrier cross connects, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Frankfort Plant Board upon successful completion of installation. The Certified Vendor shall bill Frankfort Plant Board directly for all work performed for Frankfort Plant Board pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying Frankfort Plant Board or any vendor proposed by Frankfort Plant Board.

6.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. Frankfort Plant Board shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Frankfort Plant Board's Collocation Space. Upon request, BellSouth will provide Frankfort Plant Board with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Frankfort Plant Board. Both parties shall use best efforts to notify the other of any verified environmental hazard known to that party. The parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

6.7 Basic Telephone Service. Upon request of Frankfort Plant Board, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

6.8 Space Preparation. BellSouth shall pro rate the costs of any renovation or upgrade to Central Office space or support mechanisms which is required to accommodate physical collocation. Frankfort Plant Board's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by Frankfort Plant Board divided by the total Central Office square footage receiving renovation or upgrade. For this section, support mechanisms provided by BellSouth may include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, or ground plane addition. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. BellSouth will reimburse Frankfort Plant Board in an amount equal to Frankfort Plant Board reasonable, demonstrative and mitigated expenditures incurred as a direct result of delays to the completion and turnover dates caused by BellSouth.

6.9 Virtual Collocation Transition. BellSouth offers Virtual Collocation pursuant to the rates, terms and conditions set forth in its FCC No. 1. For the interconnection to BellSouth's network and access to BellSouth unbundled network elements, Frankfort Plant Board may purchase 2-wire and 4-wire Cross-Connects as set forth in Exhibit A, and Frankfort Plant Board may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.1. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and that physical collocation space has subsequently become available, Frankfort Plant Board may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by Frankfort Plant Board, such information will be provided to Frankfort Plant Board in BellSouth's written denial of physical collocation. To the extent that (i) physical collocation space becomes available to Frankfort Plant Board within 180 days of BellSouth's written denial of Frankfort Plant Board's

request for physical collocation, and (ii) Frankfort Plant Board was not informed in the written denial that physical collocation space would become available within such 180 days, then Frankfort Plant Board may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. Frankfort Plant Board must arrange with a BellSouth certified vendor for the relocation of equipment from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.

6.10 Cancellation. If, at anytime, Frankfort Plant Board cancels its order for the Collocation Space(s), Frankfort Plant Board will reimburse BellSouth for any expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount Frankfort Plant Board would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

6.11 Licenses. Frankfort Plant Board, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

## 7. RATES AND CHARGES

7.1 Non-recurring Fees. In addition to the Application Fee referenced in Section 6, preceding, Frankfort Plant Board shall remit payment of a Cable Installation Fee and one-half (1/2) of the estimated Space Preparation Fee, as applicable, coincident with submission of a Bona Fide Firm Order. The outstanding balance of the actual Space Preparation Fee shall be due thirty (30) calendar days following Frankfort Plant Board's receipt of a bill or invoice from BellSouth. Once the installation of the initial equipment arrangement is complete, a subsequent application fee may apply (as described in Subsection 7.4, when Frankfort Plant Board requests a modification to the arrangement.

7.2 Documentation. BellSouth shall provide documentation to establish the actual Space Preparation Fee. The Space Preparation Fee will be pro rated as prescribed in Section 6, preceding.

7.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance fiber placed.

7.4 Floor Space. The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Central Office but does not include amperage necessary to power Frankfort Plant Board's equipment. When the Collocation Space is enclosed, Frankfort Plant Board shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Frankfort Plant Board shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation

Space in conventional equipment rack lineups where feasible. In the event Frankfort Plant Board's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Frankfort Plant Board shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date Frankfort Plant Board first occupies the Collocation Space, whichever is sooner.

7.5 Power. BellSouth shall supply -48 Volt (-48V) DC power for Frankfort Plant Board's Collocation Space within the central office premises and shall make available AC power at Frankfort Plant Board's option for Adjacent Arrangement collocation.

7.5.1 Charges for -48V DC power will be assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to Frankfort Plant Board's equipment or space enclosure. When obtaining power from a BellSouth Battery Distribution Fuse Bay, fuses and power cables (A&B) must be engineered (sized), and installed by Frankfort Plant Board's certified vendor. When obtaining power from a BellSouth Power Board, power cables (A&B) must be engineered (sized), and installed by Frankfort Plant Board's certified power vendor. Frankfort Plant Board's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. In the event BellSouth shall be required to construct additional DC power plant or upgrade the existing DC power plant in a Central Office as a result of Frankfort Plant Board's request to collocate in that Central Office ("Power Plant Construction"), Frankfort Plant Board shall pay its pro-rata share of costs associated with the Power Plant Construction. The determination of whether Power Plant Construction is necessary shall be within BellSouth's sole, but reasonable, discretion. BellSouth shall comply with all BellCore (Telcordia) and ANSI Standards regarding power cabling, including BellCore (Telcordia) Network Equipment Building System (NEBS) Standard GR-63-CORE. BellSouth will notify Frankfort Plant Board of the need for the Power Plant Construction and will estimate the costs associated with the Power Plant Construction if BellSouth were to perform the Power Plant Construction. The costs of power plant construction shall be pro-rated and shared among all who benefit from that construction. Frankfort Plant Board shall pay BellSouth one-half of its pro rata share of the estimated Power Plant Construction costs prior to commencement of the work. Frankfort Plant Board shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction. Frankfort Plant Board has the option to perform the Power Plant Construction itself; provided, however, that such work shall be performed by a BellSouth certified contractor and such contractor shall comply with BellSouth's guidelines and specifications. Where the Power Plant Construction results in construction of a new power plant room, upon termination of this Attachment Frankfort Plant Board shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. Where the Power Plant Construction results in an upgrade to BellSouth's existing power plant, upon termination of this Attachment, such upgrades shall become the property of BellSouth.

7.5.2 Charges for AC power will be assessed per breaker ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth Service Panel, fuses and power cables must be engineered (sized), and installed by Frankfort Plant Board's certified vendor. Frankfort Plant Board's certified vendor must also

provide a copy of the engineering power specification prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit A. AC power voltage and phase ratings shall be determined on a per location basis.

7.6 Security Escort. A security escort will be required whenever Frankfort Plant Board or its approved agent desires access to the entrance manhole or must have access to the Central Office Premises after the one accompanied site visit allowed pursuant to subsection 6.3.2 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.

7.7 Rate "True-Up." The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, Frankfort Plant Board shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to Frankfort Plant Board. Each party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

7.8 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party. Payment of all other charges under this Attachment shall be due thirty (30) days after receipt of the bill (payment due date). Frankfort Plant Board will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

## 8. INSURANCE

8.1 Frankfort Plant Board shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Article and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a BEST Insurance Rating of B ++ X (B ++ ten).

8.2 Frankfort Plant Board shall maintain the following specific coverage:

8.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an ADDITIONAL INSURED on ALL applicable policies as specified herein.

8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

8.2.3 Frankfort Plant Board may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

8.3 The limits set forth in Subsection 8.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to Frankfort Plant Board to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

8.4 All policies purchased by Frankfort Plant Board shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Central Office and shall remain in effect for the term of this Attachment or until all Frankfort Plant Board's property has been removed from BellSouth's Central Office, whichever period is longer. If Frankfort Plant Board fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Frankfort Plant Board.

8.5 Frankfort Plant Board shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Frankfort Plant Board shall arrange for BellSouth to receive thirty (30) days advance notice of cancellation from Frankfort Plant Board's insurance company. Frankfort Plant Board shall forward a certificate of insurance and notice of cancellation to BellSouth at the following address:

BellSouth Telecommunications, Inc.  
Attn.: Risk Management Coordinator  
600 N. 19<sup>th</sup> Street, 18B3  
Birmingham, Alabama 35203

8.6 Frankfort Plant Board must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

8.7 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

## **9. MECHANICS LIENS**

9.1 If any mechanics lien or other liens shall be filed against property of either party (BellSouth or Frankfort Plant Board), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other party or by reason of any changes, or additions to said property made at the request or



under the direction of the other party, the other party directing or requesting those changes shall, within thirty (30) days after receipt of written notice from the party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

## 10. INSPECTIONS

10.1 BellSouth shall conduct an inspection of Frankfort Plant Board's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Frankfort Plant Board's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Frankfort Plant Board adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Frankfort Plant Board with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

## 11. SECURITY AND SAFETY REQUIREMENTS

11.1 The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own premises either for their own employees or for authorized contractors. Only BellSouth employees, BellSouth certified vendors and authorized employees, authorized Guests, pursuant to Section 3.3 preceding, or authorized agents of Frankfort Plant Board will be permitted in the BellSouth Central Office. Frankfort Plant Board shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Central Office. The photo identification card shall bear, at a minimum, the employee's name and photo, and the Frankfort Plant Board name. BellSouth reserves the right to remove from its premises any employee of Frankfort Plant Board not possessing identification issued by Frankfort Plant Board. Frankfort Plant Board shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. Frankfort Plant Board shall be solely responsible for ensuring that any Guest of Frankfort Plant Board is in compliance with all subsections of this Section 11.

11.1.1 Frankfort Plant Board will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Frankfort Plant Board employee being considered for work on the BellSouth Central Office, for the states/counties where the Frankfort Plant Board employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.

11.1.2 Frankfort Plant Board will be required to administer to their personnel assigned to the BellSouth Central Office security training either provided by BellSouth, or meeting criteria defined by BellSouth.

11.1.3 Frankfort Plant Board shall not assign to the BellSouth Central Office any personnel with records of felony criminal convictions. Frankfort Plant Board shall not assign to the BellSouth Central Office any personnel with records of misdemeanor convictions, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any Frankfort Plant Board personnel who have been identified to have misdemeanor criminal convictions.

11.1.4 For each Frankfort Plant Board employee requiring access to a BellSouth Central Office pursuant to this agreement, Frankfort Plant Board shall furnish BellSouth, prior to an employee gaining such access, a notarized affidavit certifying that the aforementioned background check and security training were completed. The affidavit will contain a statement certifying no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, Frankfort Plant Board will disclose the nature of the convictions to BellSouth at that time.

11.1.5 At BellSouth's request, Frankfort Plant Board shall promptly remove from the BellSouth premises any employee of Frankfort Plant Board BellSouth does not wish to grant access to its premises pursuant to any investigation conducted by BellSouth.

11.2 Notification to BellSouth. BST reserves the right to interview Frankfort Plant Board's employees, agents, or contractors. Frankfort Plant Board and its contractors shall cooperate fully with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by or involving Frankfort Plant Board's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Frankfort Plant Board for all costs associated with investigations involving its employees, agents, or contractors if it can be reasonably established that Frankfort Plant Board's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Frankfort Plant Board for BellSouth property which is stolen or damaged where an investigation determines the culpability of Frankfort Plant Board's employees, agents, or contractors. Frankfort Plant Board shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. BellSouth reserves the right to permanently remove from its premises any employee of Frankfort Plant Board identified as posing a security risk to BellSouth or any other CLEC, or having violated BellSouth policies set forth in the BellSouth CLEC Security Training. Frankfort Plant Board shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

11.3 Use of BellSouth Supplies by Frankfort Plant Board Employees. Use of any BellSouth supplies by a Frankfort Plant Board employee, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be considered theft and will be handled accordingly. Costs associated with such unauthorized use of BellSouth property may be charged to Frankfort Plant Board as may be all associated investigative costs. At BellSouth's request, Frankfort Plant Board shall promptly and permanently remove from BellSouth's Central Office any employee of Frankfort Plant Board found to be in violation of this rule.

11.4 Use of Official Lines by Frankfort Plant Board Employees. Except for local calls necessary in the performance of their work, Frankfort Plant Board employees shall not use the telephones in the BellSouth Central Office. Charges for unauthorized telephone calls made by Frankfort Plant Board's employees may be charged to Frankfort Plant Board as may be all

associated investigative costs. At BellSouth's request, Frankfort Plant Board shall promptly and permanently remove from BellSouth's premises any employee of Frankfort Plant Board found to be in violation of this rule.

11.5 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of any CLEC for the improper actions of its employees.

## **12. DESTRUCTION OF COLLOCATION SPACE**

12.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Frankfort Plant Board's permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Attachment, and if either party shall so elect, by giving the other written notice of termination, both parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Frankfort Plant Board's permitted use, or is damaged and the option to terminate is not exercised by either party, BellSouth covenants and agrees to proceed promptly without expense to Frankfort Plant Board, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Frankfort Plant Board may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a certified vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Frankfort Plant Board's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Frankfort Plant Board. Where allowed and where practical, Frankfort Plant Board may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Frankfort Plant Board shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Frankfort Plant Board's permitted use, until such Collocation Space is fully repaired and restored and Frankfort Plant Board's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where Frankfort Plant Board has placed an Adjacent Arrangement pursuant to section 3.4, Frankfort Plant Board shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

## **13. EMINENT DOMAIN**

13.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent

Arrangement shall be taken under eminent domain, BellSouth and Frankfort Plant Board shall each have the right to terminate this Attachment and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

**14. NONEXCLUSIVITY**

12.1 Frankfort Plant Board understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

**EXHIBIT A: BELLSOUTH/Frankfort Plant Board RATES - KENTUCKY  
PHYSICAL COLLOCATION**

Rates marked with an asterisk (\*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	\$9,926.72
PE1CA	Subsequent Application Fee (Note 1)	Per Request	NA	\$1600.00 Minimum
PE1BB	Space Preparation Fee (Note 2)			
	Mechanical / HVAC*	Per ton (one ton minimum)		\$2,400.00
	Ground Bar*	Per Connection		\$720.00
	Project Management*	Per arrangement		\$1,675.00
	Cable Racking/Fiber Duct	Per arrangement, per square foot		ICB
	Frame / Aisle lighting	Per arrangement, per square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
PE1BW PE1CW	Space Enclosure (Note 3) Prior to 6/1/99			
	Welded Wire-mesh	Per first 100 sq. ft.	\$201.02	NA
	Welded Wire-mesh	Per add'l 50 sq. ft.	\$20.42	NA
PE1PJ	Floor Space	Per square foot	\$5.00	NA
PE1BD	Cable Installation	Per Cable	NA	\$2,327.08
PE1PM	Cable Support Structure	Per entrance cable	\$24.23	NA
PE1PL	Power			
	-48V DC Power	Per amp	\$7.68	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
PE1FG	277V AC Power three phase*	Per breaker amp	\$38.20	ICB

**EXHIBIT A: BELLSOUTH/Frankfort Plant Board RATES - KENTUCKY  
PHYSICAL COLLOCATION (cont.)**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1P2 PE1P4 PE1P1 PE1P3 PE1F2 PE1F4	Cross Connects 2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber	Per Cross Connect	\$ .31 \$ .62 \$ 1.92 \$ 39.94 \$ 13.28 \$ 23.87	First / Additional \$54.21/\$51.07 \$54.23/\$50.96 \$99.23/\$69.15 \$97.48/\$66.90 \$73.00/\$52.00 \$88.00/\$67.00
	<b>Co-Carrier Cross-Connect (Note 5)</b>			
PE1ES Fiber	Fiber Arrangement Cable Support Structure	Per linear foot (existing)	\$ 0.06	NA
PE1DS Copper	Copper or Coaxial Arrangement	Per linear foot (existing)	\$ 0.03	NA
TBD	Cable Support Structure Construction	Per new construction	NA	ICB
PE1A1 PE1AA PE1AR	Security Access System Security system New Access Card Activation Administrative change, existing card Replace lost or stolen card	Per Central Office Per Card Per Card	\$ 52.00	\$ 55.00 \$ 35.00 \$ 250.00
PE1SR	Space Availability Report	Per Central Office Requested	NA	\$ 550.00
PE1PE PE1PF PE1PG PE1PH PE1B2 PE1B4	<b>POT Bay Arrangements Prior to 6/1/99</b> 2 Wire Cross-Connect 4 Wire Cross-Connect DS1 Cross-Connect DS3 Cross-Connect 2 Fiber Cross-Connect 4 Fiber Cross-Connect	Per Cross Connect	\$ 0.06 \$ 0.15 \$ 0.58 \$ 4.51 \$ 32.94 \$ 44.42	NA NA NA NA NA NA
PE1BT PE1OT PE1PT	Security Escort Basic Time Overtime Premium Time	Per 1/2 hour/Additional Half-hour	NA NA NA	\$ 56.09/\$31.99 \$ 67.75/\$39.00 \$ 79.41/\$46.01

**EXHIBIT A: BELLSOUTH/Frankfort Plant Board RATES - KENTUCKY  
PHYSICAL COLLOCATION (cont.)**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
AEH	Additional Engineering Fee (Note 5)	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00

**Note(s):**

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, Frankfort Plant Board will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event Frankfort Plant Board opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Frankfort Plant Board as prescribed in Section 7 of the Collocation Attachment.
- (3) **Space Enclosure Fee:** For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Frankfort Plant Board may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill Frankfort Plant Board for the space enclosure, and this fee shall not be applicable.
- (4) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, Frankfort Plant Board may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Frankfort Plant Board-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's FCC No. 1, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, Frankfort Plant Board agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

## ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

### 1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and Frankfort Plant Board agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this agreement.

1.2 Notice. BellSouth and Frankfort Plant Board shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each party is required to provide specific notice for known potential Imminent Danger conditions. Frankfort Plant Board should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Frankfort Plant Board to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. Frankfort Plant Board will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BellSouth practices should be followed by Frankfort Plant Board when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Frankfort Plant Board space with proper notification. BellSouth reserves the right to stop any Frankfort Plant Board work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by Frankfort Plant Board are owned by Frankfort Plant Board. Frankfort Plant Board will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by Frankfort Plant Board or different hazardous materials used by Frankfort Plant Board at BellSouth Facility. Frankfort Plant Board must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.



1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by Frankfort Plant Board to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and Frankfort Plant Board will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and Frankfort Plant Board will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Frankfort Plant Board must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BellSouth disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and Frankfort Plant Board shall indemnify, defend and hold harmless the other party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying party, its agents, contractors, or employees concerning its operations at the Facility.

## **2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES**

When performing functions that fall under the following Environmental categories on BellSouth's Premises, Frankfort Plant Board agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. Frankfort Plant Board further agrees to cooperate with BellSouth to ensure that Frankfort Plant Board's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Frankfort Plant Board, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

## 2. Categories for Consideration of Environmental Issues (cont.)

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Pollution liability insurance  EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Emergency response	Hazmat/waste release/spill firesafety emergency	GU-BTEN-001BT, Chapter Building Emergency Operations Plan (EOP) (specific to Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Performance of services in accordance with BST's environmental M&Ps  Insurance	Std T&C 450 Std T&C 450-B (Contact E/S or your DEC/LDEC for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Pollution liability insurance  EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Maintenance/operations work which may produce a waste  Other maintenance work	Protection of BST employees and equipment	Std T&C 450 GU-BTEN-001BT, Chapter 10 29CFR 1910.147 29CFR 1910 Subpart O
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations  All HazMat & Waste Asbestos notification protection of BST employees and equipment	P&SM Manager - Procurement GU-BTEN-001BT, Chapter 4, GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Pollution liability insurance  Manhole entry requirements  EVET approval of contractor	Std T&C 450 Std T&C 660-3 BSP 620-145-011PR Issue A, August 1996 GU-BTEN-001BT, Chapter 10 RL9706008BT
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

EVET - Environmental Vendor Evaluation Team

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

NESC - National Electrical Safety Codes

## **Attachment 5**

# **Access to Numbers And Number Portability**

## ACCESS TO NUMBERS and NUMBER PORTABILITY

### 1. **Non-Discriminatory Access to Telephone Numbers**

All the negotiated rates, terms and conditions set forth in this Attachment pertain to the provisioning of local number portability.

During the term of this Agreement, Frankfort Plant Board shall contact the North American Numbering Plan Administrator for the assignment of numbering resources. In order to be assigned a Central Office Code, Frankfort Plant Board will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).

For the purposes of the resale of BellSouth's telecommunications services by Frankfort Plant Board, BellSouth will provide Frankfort Plant Board with on line access to telephone numbers for reservation on a first come first served basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of nine (9) days. Frankfort Plant Board acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth may request that Frankfort Plant Board cancel its reservations of numbers. Frankfort Plant Board shall comply with such request.

Further, upon Frankfort Plant Board request and for the purposes of the resale of BellSouth's telecommunications services by Frankfort Plant Board, BellSouth will reserve up to 100 telephone numbers per Common Language Location Identifier Code (CLLIC), for Frankfort Plant Board's sole use. Such telephone number reservations shall be transmitted to Frankfort Plant Board via electronic file transfer. Such reservations shall be valid for ninety (90) days from the reservation date. Frankfort Plant Board acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity for Frankfort Plant Board's reasonable need in that particular CLLIC.

### 2. **Number Portability Permanent Solution**

The FCC, the Commissions, and industry forums have developed and BellSouth is implementing a permanent approach to providing service provider number portability. Both Parties will implement a permanent approach as developed and approved by the Commission, the FCC and

industry forums. Consistent with the requirements to move to Permanent Number Portability (PNP) as set forth in Section 5 of the Attachment, Interim Service Provider Number Portability may be available only until such permanent solution is implemented.

- 2.1 End User Line Charge. Recovery of charges associated with implementing PNP through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in FCC No. 1 and will be billed to Frankfort Plant Board where Frankfort Plant Board is a subscriber to local switching or where Frankfort Plant Board is a reseller of BellSouth telecommunications services. This charge will not be discounted.
3. Service Provider Number Portability
- 3.1 Definition. Until the industry-wide permanent solution is implemented in an end office, BellSouth shall provide Service Provider Number Portability ("SPNP"). SPNP is an interim service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number.
- 3.2 Methods of Providing Number Portability. SPNP is available through either remote call forwarding or direct inward dialing trunks, at the election of Frankfort Plant Board. Remote call forwarding (SPNP-RCF) is an existing switch-based BellSouth service that redirects calls within the telephone network. Direct inward dialing trunks (SPNP-DID) allow calls to be routed over a dedicated facility to the Frankfort Plant Board switch that serves the subscriber.
- 3.3 Signaling Requirements. SS7 Signaling is required for the provision of SPNP services. SPNP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis. Where SPNP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable channelization rates are those specified in Section E6 in BellSouth's Intrastate Access Tariffs, incorporated herein by this reference. SPNP is available only for basic local exchange service.
- 3.4 Rates. Rates for SPNP are set out in Exhibit A to this Attachment. If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

4. SPNP Implementation

- 4.1 SPNP is available only where a CLEC or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or CLEC initiated activity (e.g., a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.
- 4.2 SPNP-RCF, as contemplated by this Agreement, is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by the CLEC or BellSouth, as appropriate. The forwarding Party will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF end user cannot be guaranteed, however. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number.
- 4.3 SPNP-DID service, as contemplated by this Agreement, provides trunk side access to end office switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as said tariff is amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is

properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in of BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.

- 4.3.1 SPNP-DID Service requires ordering consecutive telephone numbers in blocks of twenty. To order non-consecutive telephone numbers or telephone numbers in less than blocks of twenty, the NBR process must be used. SS7 Signaling is required for the provision of either of these services.
- 4.4 The calling Party shall be responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or the CLEC shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either Party may request that the other block collect and third party non-sent paid calls to the SPNP-assigned telephone number. If a Party does not request blocking, the other Party will provide itemized local usage detail for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. Each Party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated or rated format, depending on processing system. CLEC usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.
- 4.5 Each Party shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each Party shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each Party shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating



facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users. In the event that either Party determines in its reasonable judgment that the other Party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that Party may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.

- 4.6 Each Party shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either Party chooses to disconnect or terminate any SPNP service, that Party shall be responsible for designating the preferred standard type of announcement to be provided.
- 4.7 Each Party shall be the other Party's single point of contact for all repair calls on behalf of each Party's end user. Each Party reserves the right to contact the other Party's customers if deemed necessary for maintenance purposes.
- 4.8 Neither Party shall be responsible for adverse effects on any service, facility or equipment from the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by either Party for such calls. Neither Party shall be responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other Party obsolete or renders necessary modification of the other Party's equipment.
- 4.9 For terminating IXC traffic ported to either Party which requires use of either Party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other Party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other Party at the tandem Party's tariff rates via a process used by BellSouth to estimate the amount of ported switched access revenues due the other Party. If an intraLATA toll call is delivered, the delivering Party will pay terminating

access rates to the other Party. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

**5. Transition to Permanent Number Portability**

5.1 Once PNP is implemented in an end office both Parties must withdraw their SPNP offerings. The transition from existing SPNP arrangements to PNP shall occur within one hundred twenty (120) days from the date PNP is implemented in the end office. Neither Party shall charge the other Party for conversion from SPNP to PNP. The Parties shall comply with any SPNP/PNP transition processes established by the FCC and State commissions and appropriate industry number portability work groups.

Notwithstanding the foregoing, the Parties acknowledge that the FCC has determined once LNP has been deployed pursuant to the FCC's orders, rules and regulations, that all local exchange carriers (LECs) have the duty to provide LNP. Therefore, either Party, at any time, may seek appropriate legal or regulatory relief concerning the transition from INP to LNP or other related issues.

**6. Operational Support System (OSS) Rates**

BellSouth has developed and made available the following mechanized systems by which Frankfort Plant Board may submit LSRs electronically.

- LENS            Local Exchange Navigation System
- EDI             Electronic Data Interface
- EDI-PC        Electronic Data Interface – Personal Computer
- TAG            Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

<b>OPERATIONAL SUPPORT SYSTEMS</b>	<b>KY</b>
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50 SOMEK
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	\$19.99 SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

**Threshold Billing Plan**

The Parties agree that Frankfort Plant Board will incur the electronic rate for all LSRs, both electronic and manual, if the percentage of electronic LSRs to total LSRs meets or exceeds the threshold percentages shown below:

Year	Ratio: Electronic/Total LSRs
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLEC's future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

BELLSOUTH/Frankfort Plant Board RATES  
SERVICE PROVIDER  
NUMBER PORTABILITY

DESCRIPTION	USOC	KY
<b>INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF (1)</b>		
RCF, per number ported (Business Line), 10 paths	TNPBL	NA
RCF, per number ported (Residence Line), 6 paths	TNPRL	NA
RCF, per number ported (Business Line)	TNPBL	NA
NRC	TNPBL	NA
NRC - Disconnect Charge	TNPBL	NA
RCF, per number ported (Residence Line)	TNPRL	NA
NRC	TNPRL	NA
NRC - Disconnect Charge	TNPRL	NA
RCF, add'l capacity for simultaneous call forwarding, per additional path	N/A	NA
RCF, per service order, per location	(++) Bus = TNPBD Res = TNPRD	
NRC - 1st	TNP++	NA
NRC - Add'l	TNP++	NA
NRC - Disconnect - 1st	TNP++	NA
NRC - Disconnect - Add'l	TNP++	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
<b>INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID</b>		
DID per number ported, Residence - NRC	TNPDR	NA
DID per number ported, Residence - NRC - Disconnect	TNPDR	NA
DID per number ported, Business - NRC	TNPDB	NA
DID per number ported, Business - NRC - Disconnect	TNPDB	NA
DID per service order, per location		
NRC - 1st	TNPRD	NA
NRC - Add'l	TNPRD	NA
NRC - Disconnect - 1st	TNPRD	NA
NRC - Disconnect - Add'l	TNPRD	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
DID, per trunk termination, Initial	TNPT2	NA
DID, per trunk termination, Initial - NRC	TNPT2	NA
DID, per trunk termination, Initial - Disconnect	TNPT2	NA
DID, per trunk termination, Subsequent	TNPT2	NA
DID, per trunk termination, Subsequent - NRC	TNPT2	NA
DID, per trunk termination, Subsequent - Disconnect	TNPT2	NA
<b>NOTES:</b>		
If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.		
BellSouth and CLEC will each bear their own costs of providing remote call forwarding as an 1 interim number portability option. (KY)		

**Attachment 6**

**Ordering and Provisioning**

the date

## ORDERING AND PROVISIONING

### 1. Quality of Ordering and Provisioning

All the negotiated terms and conditions set forth in this Attachment pertain to ordering and provisioning.

1.1 BellSouth shall provide ordering and provisioning services to Frankfort Plant Board that are equal to the ordering and provisioning services BellSouth provides to itself or any other CLEC, where technically feasible. Detailed guidelines for ordering and provisioning are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate, and as they are amended from time to time during this Agreement.

1.2 BellSouth will perform provisioning services during the following normal hours of operation:

Monday - Friday: 8:00AM - 5:00PM location time (excluding holidays)  
(Resale/Network Element non coordinated,  
coordinated orders and order coordinated -  
Time Specific)

Saturday: 8:00AM - 5:00PM location time (excluding holidays)  
(Resale/Network Element non coordinated orders)

Times are either Eastern or Central time based on the location of the work being performed.

1.3 All other Frankfort Plant Board requests for provisioning and installation services are considered outside of the normal hours of operation and may be performed subject to the application of overtime billing charges.

### 2. Access to Operational Support Systems

2.1 BellSouth shall provide Frankfort Plant Board access to several operations support systems. Access to these support systems is available through a variety of means, including electronic interfaces. BellSouth also provides the option of placing orders manually (e.g., via facsimile) through the Local Carrier Service Center. The operations support systems available are:

2.2 Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, ~~due date~~ information, and upon

Commission approval of confidentiality protections, to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer record information includes Customer Record Information but is not limited to, customer specific information in CRIS and RSAG. In addition, Frankfort Plant Board shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, Frankfort Plant Board shall provide paper copies of customer record information within a reasonable period of time upon request by BellSouth. Customer Record Information is equivalent to but not limited to the type of customer specific information contained in CRIS and RSAG. The parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agrees that Frankfort Plant Board and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided.

2.3 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides an Electronic Data Interchange (EDI) arrangement for resale requests and certain network elements and other services. The EDI interface can be integrated with the TAG pre-ordering interface by Frankfort Plant Board. As an alternative to the EDI arrangement, BellSouth also provides ordering and provisioning capability through TAG that can be integrated with the TAG preordering capability by Frankfort Plant Board. Also, as an alternative, BellSouth provides integrated pre-ordering, ordering and provisioning capability through the LENS interface.

2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair allows Frankfort Plant Board to report and monitor service troubles and obtain repair services. BellSouth shall offer Frankfort Plant Board service trouble reporting in a non-discriminatory manner that provides Frankfort Plant Board the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides Frankfort Plant Board an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth provides two options for electronic trouble reporting. For exchange services, BellSouth offers Frankfort Plant Board access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway. If Frankfort Plant Board requests BellSouth to repair a trouble after normal working hours, Frankfort Plant Board will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs.

and use  
has been

2.5 Migration of Frankfort Plant Board to New BellSouth Software Releases for Industry Standard Machine-to-Machine Electronic Interfaces. BellSouth will issue new software releases for new industry standards for machine-to-machine electronic interfaces as needed to improve operations and meet standards and regulatory requirements. When a new release of industry standards is implemented, BellSouth will continue to support both the new release (N) and the prior release (N-1). When BellSouth makes the next release (N+1), BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will always support the two most current releases. BellSouth will issue documents to Frankfort Plant Board with sufficient notice to allow Frankfort Plant Board to make the necessary changes to their systems and operations to migrate to the newest release in a timely fashion.

2.6 Rates. All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from the carriers who utilize the services. Charge for use of Operational Support Systems shall be as set forth in Attachments 1 and 2 of this Agreement.

### 3. Miscellaneous Ordering and Provisioning Guidelines

3.1 Pending Orders. To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by Frankfort Plant Board will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if Frankfort Plant Board wishes to reinstate an order, Frankfort Plant Board may be required to submit a new service order.

3.2 Single Point of Contact. Frankfort Plant Board will be the single point of contact with BellSouth for ordering activity for network elements and other services used by Frankfort Plant Board to provide services to its end users, except that BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. Frankfort Plant Board and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes including Un-PIC. Pursuant to such an order, BellSouth may disconnect any network element associated with the service to be disconnected and being used by Frankfort Plant Board to provide service to that end user and reuse such network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify Frankfort Plant Board that such an order has been



processed, but will not be required to notify Frankfort Plant Board in advance of such processing.

- 3.3 Use of Facilities. When a customer of a CLEC elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to CLEC by BellSouth for retail or resale service, loop and/or port for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility.
- 3.3.1 Upon receipt of a service order, BellSouth will do the following:
- 3.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current interval guidelines.
- 3.3.1.2 Reuse the serving facility for the retail, resale service, or network element at the same location.
- 3.3.1.3 Notify Frankfort Plant Board subsequent to the disconnect order being completed.
- 3.4 Contact Numbers. The Parties agree to provide one another with toll-free contact numbers for the purpose of ordering, provisioning and maintenance of services.
- 3.5 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.
- 3.6 Cancellation Charges. If Frankfort Plant Board cancels an order for network elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1, Section 5.4.

**Attachment 7**

**Billing and Billing Accuracy Certification**

## BILLING AND BILLING ACCURACY CERTIFICATION

### 1. Payment and Billing Arrangements

All negotiated rates, terms and conditions set forth in this Attachment pertain to billing and billing accuracy certifications.

- 1.1 Billing. BellSouth agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that Frankfort Plant Board requests. BellSouth will bill and record in accordance with this Agreement those charges Frankfort Plant Board incurs as a result of Frankfort Plant Board purchasing from BellSouth Network Elements and Other Services as set forth in this Agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.
- 1.1.1 For any service(s) BellSouth orders from Frankfort Plant Board, Frankfort Plant Board shall bill BellSouth in CABS format.
- 1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at a reasonable cost.
- 1.2 Master Account. Upon the filing of this Agreement, and, if applicable, after receiving certification as a local exchange company from the appropriate regulatory agency, Frankfort Plant Board will provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish a master account for Local Interconnection, Network Elements and Other Services, and/or resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA"), Carrier Identification Code (CIC), Group Access Code (GAC), Access Customer Name and Address (ACNA) and a tax exemption certificate, if applicable.
- 1.3 Payment Responsibility. Payment of all charges will be the responsibility of Frankfort Plant Board. Frankfort Plant Board shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by Frankfort Plant Board from Frankfort Plant Board's customer. BellSouth will not become involved in billing disputes that may arise between Frankfort Plant Board and its customer. Payments made to

BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

- 1.4 Payment Due. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 1.6, below, shall apply.

- 1.5 Tax Exemption. Upon proof of tax exempt certification from Frankfort Plant Board, the total amount billed to Frankfort Plant Board will not include those taxes or fees for which the CLEC is exempt. Frankfort Plant Board will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of Frankfort Plant Board.

- 1.6 Late Payment. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff (GSST), Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, whichever BellSouth determines is appropriate. Frankfort Plant Board will be charged a fee for all returned checks as set forth in Section A2 of the GSST or in applicable state law.

- 1.7 Discontinuing Service to Frankfort Plant Board. The procedures for discontinuing service to Frankfort Plant Board are as follows:

- 1.7.1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by Frankfort Plant Board of the rules and regulations contained in BellSouth's tariffs.

- 1.7.2 If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to Frankfort Plant Board that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, give thirty days notice to Frankfort Plant Board at the billing address to discontinue the provision of existing services to Frankfort Plant Board at any time thereafter.
- 1.7.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
- 1.7.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Frankfort Plant Board's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Frankfort Plant Board without further notice.
- 1.7.5 If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, Frankfort Plant Board's services will be discontinued. Upon discontinuance of service on Frankfort Plant Board's account, service to Frankfort Plant Board's end users will be denied. BellSouth will reestablish service at the request of the end user or Frankfort Plant Board for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. Frankfort Plant Board is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen days after an end user's service has been denied and no arrangements to reestablish service have been made consistent with this subsection, the end user's service will be disconnected.
- 1.8 Deposit Policy. When purchasing services from BellSouth, Frankfort Plant Board will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, the Company reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or in its sole discretion some other form of security. Any such security deposit shall in no way release the customer from his obligation to make complete and timely payments of his bill. Such security shall be required prior to the inauguration of service. If, in the sole opinion of the Company, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of

security, the Company reserves the right to request additional security and/or file a Uniform Commercial Code (UCC1) security interest in Frankfort Plant Board's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.

- 1.9 Rates. Rates for Optional Daily Usage File (ODUF), Enhanced Optional Daily Usage File (EODUF), Access Daily Usage File (ADUF), and Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment. If no rate is identified in the Attachment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

**2. Billing and Billing Accuracy Certification**

- 2.1 Upon request, BellSouth and Frankfort Plant Board will agree upon a billing quality assurance program for all billing elements covered in this Agreement that will eliminate the need for post-billing reconciliation. Appropriate terms for access to any BellSouth documents, systems, records, and procedures for the recording and billing of charges will be part of that program.

- 2.2 As part of the billing quality assurance program, BellSouth and Frankfort Plant Board will develop standards, measurements, and performance requirements for a local billing measurements process. On a regular basis BellSouth will provide Frankfort Plant Board with mutually agreed upon performance measurement data that substantiates the accuracy, reliability, and integrity of the billing process for local billing. In return, Frankfort Plant Board will pay all bills received from BellSouth in full by the payment due date.

- 2.3 Local billing discrepancies will be addressed in an orderly manner via a mutually agreed upon billing exemption process.

- 2.3.1 Each Party agrees to notify the other Party upon identifying a billing discrepancy. The Parties shall endeavor to resolve any billing discrepancy within sixty (60) calendar days of the notification date. A mutually agreed upon escalation process will be established for resolving local billing discrepancies as part of the billing quality assurance program.

- 2.3.2 Closure of a specific billing period will occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions except those resulting from regulatory mandates. Closure will take place within a mutually agreed upon time interval from the Bill Date. The month being closed represents

those charges that were billed or should have been billed by the designated Bill Date.

**3. Billing Disputes**

3.1 Where the Parties have not agreed upon a billing quality assurance program, billing disputes shall be handled pursuant to the terms of this section.

3.1.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date.

3.2 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date times the late factor as set forth in the following BellSouth tariffs: for services purchased from the GSST for purposes of resale and for ports and non-designed loops, Section A2 of the GSST; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. In no event, however, shall interest be assessed by either Party on any previously assessed late payment charges. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

**4. RAO Hosting**

4.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to Frankfort Plant Board by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

4.2 Frankfort Plant Board shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

- 4.3 Compensation amounts, if applicable, will be billed by BellSouth to Frankfort Plant Board on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 4.4 Frankfort Plant Board must have its own unique hosted RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from Frankfort Plant Board to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of Frankfort Plant Board and will coordinate all associated conversion activities.
- 4.5 BellSouth will receive messages from Frankfort Plant Board that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
- 4.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from Frankfort Plant Board.
- 4.7 All data received from Frankfort Plant Board that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the Agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.
- 4.8 All data received from Frankfort Plant Board that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).
- 4.9 BellSouth will receive messages from the CMDS network that are destined to be processed by Frankfort Plant Board and will forward them to Frankfort Plant Board on a daily basis.
- 4.10 Transmission of message data between BellSouth and Frankfort Plant Board will be via CONNECT: Direct.
- 4.11 All messages and related data exchanged between BellSouth and Frankfort Plant Board will be formatted in accordance with accepted



industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.

- 4.12 Frankfort Plant Board will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 4.13 Should it become necessary for Frankfort Plant Board to send data to BellSouth more than sixty (60) days past the message date(s), Frankfort Plant Board will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and Frankfort Plant Board to notify all affected Parties.
- 4.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or Frankfort Plant Board) identified and agreed to, the company responsible for creating the data (BellSouth or Frankfort Plant Board) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.
- 4.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from Frankfort Plant Board, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify Frankfort Plant Board of the error condition. Frankfort Plant Board will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, Frankfort Plant Board will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 4.16 In association with message distribution service, BellSouth will provide Frankfort Plant Board with associated intercompany settlements reports (CATS and NICS) as appropriate.

4.17 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Agreement.

4.18 RAO Compensation

4.18.1 Rates for message distribution service provided by BellSouth for Frankfort Plant Board are as set forth in Exhibit A to this Attachment.

4.18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment.

4.18.3 Data circuits (private line or dial-up) will be required between BellSouth and Frankfort Plant Board for the purpose of data transmission. Where a dedicated line is required, Frankfort Plant Board will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Frankfort Plant Board will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Frankfort Plant Board. Additionally, all message toll charges associated with the use of the dial circuit by Frankfort Plant Board will be the responsibility of Frankfort Plant Board. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

4.18.4 All equipment, including modems and software, that is required on the Frankfort Plant Board end for the purpose of data transmission will be the responsibility of Frankfort Plant Board.

4.19 Intercompany Settlements Messages

4.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by Frankfort Plant Board as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between Frankfort Plant Board and the involved company(ies), unless that company is participating in NICS.

- 4.19.2 Both traffic that originates outside the BellSouth region by Frankfort Plant Board and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by Frankfort Plant Board, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by Frankfort Plant Board, involves a company other than Frankfort Plant Board, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 4.19.3 Once Frankfort Plant Board is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.
- 4.19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of Frankfort Plant Board. BellSouth will distribute copies of these reports to Frankfort Plant Board on a monthly basis.
- 4.19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of Frankfort Plant Board. BellSouth will distribute copies of these reports to Frankfort Plant Board on a monthly basis.
- 4.19.6 BellSouth will collect the revenue earned by Frankfort Plant Board from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents (\$0.05), on behalf of Frankfort Plant Board. BellSouth will remit the revenue billed by Frankfort Plant Board to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf of Frankfort Plant Board. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Frankfort Plant Board via a monthly CABS miscellaneous bill.
- 4.19.7 BellSouth will collect the revenue earned by Frankfort Plant Board within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of Frankfort Plant Board. BellSouth will remit the revenue billed by Frankfort Plant Board within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Frankfort Plant Board via a monthly CABS miscellaneous bill.

BellSouth and Frankfort Plant Board agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

**5. Optional Daily Usage File**

5.1 Upon written request from Frankfort Plant Board, BellSouth will provide the Optional Daily Usage File (ODUF) service to Frankfort Plant Board pursuant to the terms and conditions set forth in this section.

5.2 Frankfort Plant Board shall furnish all relevant information required by BellSouth for the provision of ODUF.

5.3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a Frankfort Plant Board customer.

Charges for delivery of the ODUF will appear on Frankfort Plant Board's monthly bills. The charges are as set forth in Exhibit A to this Attachment.

5.4 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

5.5 Messages that error in the billing system of Frankfort Plant Board will be the responsibility of Frankfort Plant Board. If, however, Frankfort Plant Board should encounter significant volumes of errored messages that prevent processing by Frankfort Plant Board within its systems, BellSouth will work with Frankfort Plant Board to determine the source of the errors and the appropriate resolution.

5.6 The following specifications shall apply to the Optional Daily Usage Feed.

5.6.1 **USAGE TO BE TRANSMITTED**

5.6.1.1 The following messages recorded by BellSouth will be transmitted to Frankfort Plant Board:

- Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.)
- Measured billable Local
- Directory Assistance messages
- IntraLATA Toll
- WATS & 800 Service
- N11

- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (Network Element only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service

5.6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

5.6.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to Frankfort Plant Board.

5.6.1.4 In the event that Frankfort Plant Board detects a duplicate on ODUF they receive from BellSouth, Frankfort Plant Board will drop the duplicate message (Frankfort Plant Board will not return the duplicate to BellSouth).

## 5.6.2 PHYSICAL FILE CHARACTERISTICS

5.6.2.1 The ODUF will be distributed to Frankfort Plant Board via an agreed medium with CONNECT: Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as data set name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one data set per workday per OCN.

5.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Frankfort Plant Board for the purpose of data transmission. Where a dedicated line is required, Frankfort Plant Board will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Frankfort Plant Board will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Frankfort Plant Board. Additionally, all message toll charges associated with the use of the dial circuit by Frankfort Plant Board will be the responsibility of Frankfort Plant Board. Associated equipment on the

BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on Frankfort Plant Board's end for the purpose of data transmission will be the responsibility of Frankfort Plant Board.

### 5.6.3 PACKING SPECIFICATIONS

5.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

5.6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Frankfort Plant Board which BellSouth RAO that is sending the message. BellSouth and Frankfort Plant Board will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Frankfort Plant Board and resend the data as appropriate.

The data will be packed using ATIS EMI records.

### 5.6.4 PACK REJECTION

5.6.4.1 Frankfort Plant Board will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. Frankfort Plant Board will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Frankfort Plant Board by BellSouth.

### 5.6.5 CONTROL DATA

Frankfort Plant Board will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Frankfort Plant Board received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Frankfort Plant Board for reasons stated in the above section.

### 5.6.6 TESTING

5.6.6.1 Upon request from Frankfort Plant Board, BellSouth shall send test files to Frankfort Plant Board for ODUF. The Parties agree to review and discuss

the file's content and/or format. For testing of usage results, BellSouth shall request that Frankfort Plant Board set up a production (LIVE) file. The live test may consist of Frankfort Plant Board's employees making test calls for the types of services Frankfort Plant Board requests on ODUF. These test calls are logged by Frankfort Plant Board, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

**6. Access Daily Usage File**

- 6.1. Upon written request from Frankfort Plant Board, BellSouth will provide the Access Daily Usage File (ADUF) service to Frankfort Plant Board pursuant to the terms and conditions set forth in this section.
- 6.2 Frankfort Plant Board shall furnish all relevant information required by BellSouth for the provision of the ADUF.
- 6.3 The Access Daily Usage Feed will contain access messages associated with a port that Frankfort Plant Board has purchased from BellSouth.
- 6.4 Charges for delivery of the ADUF will appear on Frankfort Plant Board's monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 6.5 Messages that error in the billing system of Frankfort Plant Board will be the responsibility of Frankfort Plant Board. If, however, Frankfort Plant Board should encounter significant volumes of errored messages that prevent processing by Frankfort Plant Board within its systems, BellSouth will work with Frankfort Plant Board to determine the source of the errors and the appropriate resolution.

**6.6 USAGE TO BE TRANSMITTED**

The following messages recorded by BellSouth will be transmitted to Frankfort Plant Board:

- Interstate and intrastate access records associated with a port.
- Undetermined jurisdiction access records associated with a port.

- 6.6.1 When Frankfort Plant Board purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

Originating from Network Element and carried by Interexchange Carrier:

BellSouth will bill network element to CLEC and send access record to the CLEC via ADUF

Originating from network element and carried by BellSouth (Frankfort Plant Board is BellSouth's toll customer):

BellSouth will bill resale toll rates to Frankfort Plant Board and send toll record for the end user toll billing purposes via ODUF. Access record will be sent to Frankfort Plant Board via ADUF.

Terminating on network element and carried by Interexchange Carrier:

BellSouth will bill network element to Frankfort Plant Board and send access record to Frankfort Plant Board.

Terminating on network element and carried by BellSouth:

BellSouth will bill network element to Frankfort Plant Board and send access record to Frankfort Plant Board.

6.6.3 BellSouth will perform duplicate record checks on records processed to the ADUF. Any duplicate messages detected will be dropped and not sent to Frankfort Plant Board.

6.6.4 In the event that Frankfort Plant Board detects a duplicate on the ADUF they receive from BellSouth, Frankfort Plant Board will drop the duplicate message (Frankfort Plant Board will not return the duplicate to BellSouth).

6.6.5 Physical File Characteristics

6.6.5.1 The ADUF will be distributed to Frankfort Plant Board via an agreed medium with CONNECT: Direct being the preferred transport method. The Access Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Access Daily Usage Feed will be in a non-compacted EMI format (210 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as data set name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one data set per workday per OCN.



6.6.5.2 Data circuits (private line or dial-up) may be required between BellSouth and Frankfort Plant Board for the purpose of data transmission. Where a dedicated line is required, Frankfort Plant Board will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Frankfort Plant Board will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Frankfort Plant Board. Additionally, all message toll charges associated with the use of the dial circuit by Frankfort Plant Board will be the responsibility of Frankfort Plant Board. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on Frankfort Plant Board's end for the purpose of data transmission will be the responsibility of Frankfort Plant Board.

#### 6.6.6 PACKING SPECIFICATIONS

6.6.6.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

6.6.6.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Frankfort Plant Board which BellSouth RAO that is sending the message. BellSouth and Frankfort Plant Board will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Frankfort Plant Board and resend the data as appropriate.

The data will be packed using ATIS EMI records.

#### 6.6.7 PACK REJECTION

6.6.7.1 Frankfort Plant Board will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. Frankfort Plant Board will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Frankfort Plant Board by BellSouth.

6.6.8 CONTROL DATA

Frankfort Plant Board will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Frankfort Plant Board received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Frankfort Plant Board for reasons stated in the above section.

6.6.9 TESTING

6.6.9.1 Upon request from Frankfort Plant Board, BellSouth shall send test files to Frankfort Plant Board for ADUF. Testing shall consist of actual calls made from live accounts. A call log shall be supplied along with test request information. The Parties agree to review and discuss the file's content and/or format.

**7. Enhanced Optional Daily Usage File**

7.1 Upon written request from Frankfort Plant Board, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to Frankfort Plant Board pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.

7.2 Frankfort Plant Board shall furnish all relevant information required by BellSouth for the provision of EODUF.

7.3 EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

Charges for delivery of EODUF will appear on Frankfort Plant Board's monthly bills. The charges are as set forth in Exhibit A to this Attachment.

7.4 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

7.5 Messages that error in the billing system of Frankfort Plant Board will be the responsibility of Frankfort Plant Board. If, however, Frankfort Plant Board should encounter significant volumes of errored messages that prevent processing by Frankfort Plant Board within its systems, BellSouth will work with Frankfort Plant Board to determine the source of the errors and the appropriate resolution.

7.6 The following specifications shall apply to the Enhanced Optional Daily Usage Feed.

7.6.1 USAGE TO BE TRANSMITTED

7.6.1.1 The following messages recorded by BellSouth will be transmitted to Frankfort Plant Board:

Customer usage data for flat rated local call originating from CLEC end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call  
From Number  
To Number  
Connect Time  
Conversation Time  
Method of Recording  
From RAO  
Rate Class  
Message Type  
Billing Indicators  
Bill to Number

7.6.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Frankfort Plant Board.

7.6.1.3 In the event that Frankfort Plant Board detects a duplicate on EODUF they receive from BellSouth, Frankfort Plant Board will drop the duplicate message (Frankfort Plant Board will not return the duplicate to BellSouth).

7.6.2 PHYSICAL FILE CHARACTERISTICS

7.6.2.1 The Enhanced Optional Daily Usage Feed will be distributed to Frankfort Plant Board over their existing ODUF feed. EODUF messages will be intermingled among Frankfort Plant Board's ODUF messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

7.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Frankfort Plant Board for the purpose of data transmission. Where a dedicated line is required, Frankfort Plant Board will be responsible for

ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Frankfort Plant Board will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Frankfort Plant Board. Additionally, all message toll charges associated with the use of the dial circuit by Frankfort Plant Board will be the responsibility of Frankfort Plant Board. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on Frankfort Plant Board's end for the purpose of data transmission will be the responsibility of Frankfort Plant Board.

### 7.6.3 PACKING SPECIFICATIONS

7.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

7.6.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Frankfort Plant Board which BellSouth RAO that is sending the message. BellSouth and Frankfort Plant Board will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Frankfort Plant Board and resend the data as appropriate. The data will be packed using ATIS EMI records.

BELLSOUTH/FRANKFORT PLANT BOARD  
 RATES  
 ODUF/EOUF/ADUF/CMDS

DESCRIPTION	USOC	KY
ODUF/EOUF/ADUF/CMDS		
ODUF: Recording, per message	N/A	\$0.0008611
EOUF: Message Processing, per message	N/A	\$0.0032357
ADUF: Message Processing, per message	N/A	\$0.004
ADUF: Message Processing, per message	N/A	\$0.004
CMDS: Message Processing, per message	N/A	\$0.004
EOUF: Message Processing, per magnetic tape provisioned	N/A	\$55.68
EOUF: Message Processing, per magnetic tape provisioned	N/A	\$47.30
ADUF: Message Processing (CONNECT:DIRECT), per message	N/A	\$54.95
ADUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.0000365
ADUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.0000364
CMDS: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.001
CMDS: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.001

NOTES:  
 If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.

**Attachment 8**

**Rights-of-Way, Conduits and Pole Attachments**

Rights-of-Way, Conduits and  
Pole Attachments

BellSouth will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 USC § 224, as amended by the Act, pursuant to terms and conditions of a license agreement subsequently negotiated with BellSouth's Competitive Structure Provisioning Center.

**Attachment 9**  
**Performance Measurements**



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**PRE-ORDERING - OSS**

<b>Report/Measurement :</b>	
Average OSS Response Time and Response Interval	
<b>Definition:</b>	
Average response time and response intervals are the average times and number of requests responded to within certain intervals for accessing legacy data associated with appointment scheduling, service & feature availability, address verification, request for Telephone Numbers (TNs), and Customer Service Records (CSRs).	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
The average response time for retrieving pre-order/order information from a given legacy system is determined by summing the response times for all requests submitted to the legacy during the reporting period and dividing by the total number of legacy requests for that day X 100. The response interval starts when the client application (LENS or TAG for CLECs and RNS for BST) submits a request to the legacy system and ends when the appropriate response is returned to the client application. The number of legacy accesses during the reporting period, which take less than 2.3 seconds and the number, which take more than 6 seconds are also captured.	
<b>Level of Disaggregation:</b>	
<p>RSAG – Address (Regional Street Address Guide- Address) - stores street address information used to validate customer addresses</p> <p>RSAG – TN (Regional Street Address Guide- Telephone Number) – contains information about facilities available and telephone numbers working at a given address.</p> <p>ATLAS (Application for Telephone Number Load Administration and Selection) - acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BST service reps to select and reserve telephone numbers.</p> <p>COFFI (Central Office Feature File Interface) - stores information about product and service offerings and availability.</p> <p>DSAP (DOE Support Application) – provides due date information.</p> <p>HAL (Hands-Off Assignment Logic) – a system used to access the Business Office Customer Record Information System (BOCRIS). It allows BST servers, including LENS, access to legacy systems.</p> <p>P/SIMS (Product/Services Inventory Management System) – provides information on capacity, tariffs, inventory and service availability.</p> <p>OASIS (Obtain Available Services Information Systems ) - Information on feature and rate availability.</p>	
<b>Calculation:</b>	
$\Sigma[(\text{Date \& Time of Legacy Response}) - (\text{Date \& Time of Request to Legacy})] / (\text{Number of Legacy Requests During the Reporting Period}) \times 100$	
<b>Report Structure:</b>	
Not CLEC Specific	
Not product/service specific	
Regional Level	
<b>Data Retained Relating to CLEC Experience:</b>	<b>Data Retained Relating to BST Performance:</b>
Report Month	Report Month
Legacy Contract (per reporting dimension)	Legacy Contract (per reporting dimension)
Response Interval	Response Interval
Regional Scope	Regional Scope
<b>Retail Analog/Benchmark</b>	
CLEC Average Response Intervals is comparable to BST Average Response Interval	

**LEGACY SYSTEM ACCESS TIMES FOR RNS**

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAG-TEN	Address	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x
DSAP	DSAPDDI	Schedule	x	x	x	x
CRIS	CRSACCTS	CSR	x	x	x	x
OASIS	OASISBSN	Feature/Service	x	x	x	x
OASIS	OASISCAR	Feature/Service	x	x	x	x
OASIS	OASISLPC	Feature/Service	x	x	x	x
OASIS	OASISMTN	Feature/Service	x	x	x	x
OASIS	OASISBIG	Feature/Service	x	x	x	x

**LEGACY SYSTEM ACCESS TIMES FOR LENS**

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x
DSAP	DSAPDDI	Schedule	x	x	x	x
HAL	HAL/CRIS	CSR	x	x	x	x
COFFI	COFFI/USOC	Feature/Service	x	x	x	x
P/SIMS	PSIMS/ORB	Feature/Service	x	x	x	x

**LEGACY SYSTEM ACCESS TIMES FOR TAG**

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x
ATLAS	ATLASTN	TN	x	x	x	x
DSAP	DSAPDDI	Schedule	x	x	x	x
HAL	HAL/CRIS	CSR	x	x	x	x
CRIS	CRSEINIT	CSR	x	x	x	x
CRIS	CRSECSR	CSR	x	x	x	x

**PRE-ORDERING - OSS**

<b>Report/Measurement:</b>	
OSS Interface Availability	
<b>Definition:</b>	
Percent of time OSS interface is functionally available compared to scheduled availability. Availability percentages for CLEC interface systems and for all Legacy systems accessed by them are captured	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
This measurement captures the availability percentages for the BST systems, which are used by CLECs during Pre-Ordering functions. Comparison to BST results allow conclusions as to whether an equal opportunity exists for the CLEC to deliver a comparable customer experience.	
<b>Level of Disaggregation:</b>	
Regional Level	
<b>Calculation:</b>	
$(\text{Functional Availability}) / (\text{Scheduled Availability}) \times 100$	
<b>Report Structure:</b>	
Not CLEC Specific Not product/service specific Regional Level	
<b>Data Retained Relating to CLEC Experience</b>	<b>Data Retained Relating to BST Experience</b>
Report Month Legacy contract type (per reporting dimension) Regional Scope	Report Month Legacy contract type (per reporting dimension) Regional Scope
<b>Retail Analog/Benchmark:</b>	
CLEC OSS Interface Availability is comparable to BST OSS Interface Availability	

**OSS Interface Availability**

OSS Interface	% Availability
LENS	x
LEO Mainframe	x
LEO UNIX	x
LESOG	x
EDI	x
HAL	x
BOCRIS	x
ATLAS/COFFI	x
RSAG/DSAP	x
SOCS	x
TAG	x

**ORDERING**

<b>Report/Measurement:</b>
Percent Flow Through Service Requests (Summary)
<b>Definition:</b>
The percentage of Local Service Requests (LSR) submitted electronically via the CLEC mechanized ordering process that flow through to SOCS without manual intervention
<b>Exclusions:</b>
Fatal Rejects Auto Clarification Manual Fallout CLEC System Fallout Supplements (subsequent versions) to cancel LSRs that are not LESOG eligible (Under development)
<b>Business Rules:</b>
The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), and flow through to SOCS without manual intervention. These LSRs can be divided into two classes of service; Business and Residence, and three types of service; Resale and Unbundled Network Elements (UNE), and specials. The CLEC mechanized ordering process does not include LSRs, which are, submitted manually (e.g., fax, and courier), or are not designed to flow through, i.e., Manual Fallout.
<b>Definitions:</b>
<u>Fatal Rejects:</u> Errors that prevent an LSR, submitted by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO will reject the LSR and the CLEC will receive a Fatal Reject.
<u>Auto-Clarification:</u> errors that occur due to invalid data within the LSR. LESOG will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, the CLEC will receive an Auto-Clarification.
<u>Manual Fallout:</u> errors that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout.
Complex services* Expedites (requested by the CLEC) Special pricing plans Denials-restore and conversion, or disconnect and conversion orders Partial migrations Class of service invalid in certain states with some types of service New telephone number not yet posted to BOCRIS Low volume such as activity type "T" (move) Pending order review required More than 25 business lines Restore or suspend for UNE combos Transfer of calls option for the CLEC's end users CSR inaccuracies such as invalid or missing CSR data in CRIS
* Attached is a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.
<u>Total System Fallout:</u> Errors that require manual review by the LCSC to determine if the error is caused by the CLEC, or is due to system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC as clarification. If it is determined the error is BST caused, the LCSC representative will correct the error.

**ORDERING – (Percent Flow Through Service Requests (Summary) – Continued)**

**Calculation:**

Percent Flow Through Service Requests =  $\Sigma[(\text{Total number of valid service requests that flow-through to SOCS}) / (\text{Total number of valid service requests delivered to SOCS}) \times 100]$

**Description:**

Percent Flow Through =  $(\text{The total number of LSRs that flow through LESOG to the SOCS}) / (\text{the number of LSRs passed from LEO to LESOG}) - \Sigma[(\text{the number of LSRs that fall out for manual processing}) + (\text{the number of LSRs that are returned to the CLEC for clarification}) + (\text{the number of LSRs that contain errors made by CLECs})] \times 100.$

**Report Structure:**

- CLEC Aggregate
  - Region

**Level of Disaggregation:**

- Geography
  - Region
- Product (Under Development)
  - Residence
  - Business
  - UNE
  - Special

**DATA RETAINED RELATING TO CLEC EXPERIENCE**

**Report month**

- Total number of LSRs received, by interface, by CLEC:
  - TAG
  - EDI
  - LENS
- Total number of errors by type, by CLEC:
  - Fatal rejects
  - Total fallout for manual processing
  - Auto clarification
  - CLEC caused system fallout
- Total number of errors by error code

**DATA RETAINED RELATING TO BST EXPERIENCE**

**Report month**

- Total number of errors by type:
  - BST system error

**Retail Analog/Benchmark:**

CLEC Flow Through/benchmark comparison (Under Development)

**ORDERING**

<b>Report/Measurement:</b>
Percent Flow Through Service Requests (Detail)
<b>Definition:</b>
A detailed list by CLEC of the percentage of Local Service Requests (LSR) submitted electronically via the CLEC mechanized ordering process that flow through to SOCS without manual or human intervention.
<b>Exclusions:</b>
<ul style="list-style-type: none"> <li>• Fatal Rejects</li> <li>• Auto Clarification</li> <li>• Manual Fallout</li> <li>• CLEC System Fallout</li> <li>• Supplements (subsequent versions) to cancel LSRs that are not LESOG eligible (Under development)</li> </ul>
<b>Business Rules:</b>
<p>The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), and flow through to SOCS without manual intervention. These LSRs can be divided into two classes of service; Business and Residence, and two types of service; Resale and Unbundled Network Elements (UNE) and specials. The CLEC mechanized ordering process does not include LSRs, which are, submitted manually (e.g., fax, and courier), or are not designed to flow through, i.e., Manual Fallout.</p> <p><b>Definitions:</b></p> <p><b>Fatal Rejects:</b> Errors that prevent an LSR, submitted by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO will reject the LSR and the CLEC will receive a Fatal Reject.</p> <p><b>Auto-Clarification:</b> errors that occur due to invalid data within the LSR. LESOG will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, the CLEC will receive an Auto-Clarification.</p> <p><b>Manual Fallout:</b> errors that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:</p> <ol style="list-style-type: none"> <li>1. Complex services*</li> <li>2. Expedites (requested by the CLEC)</li> <li>3. Special pricing plans</li> <li>4. Denials-restore and conversion, or disconnect and conversion orders</li> <li>5. Partial migrations</li> <li>6. Class of service invalid in certain states with some types of service</li> <li>7. New telephone number not yet posted to BOCRIS</li> <li>8. Low volume such as activity type "T" (move)</li> <li>9. Pending order review required</li> <li>10. More than 25 business lines</li> <li>11. Restore or suspend for UNE combos</li> <li>12. Transfer of calls option for the CLEC's end users</li> <li>13. CSR inaccuracies such as invalid or missing CSR data in CRIS</li> </ol> <p>* Attached is a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.</p> <p><b>Total System Fallout:</b> Errors that require manual review by the LCSC to determine if the error is caused by the CLEC, or is due to system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC as clarification. If it is determined the error is BST caused, the LCSC representative will correct the error.</p>

**ORDERING – (Percent Flow Through Service Requests (Detail) – Continued)**

<p><b>Calculation:</b> Percent Flow Through Service Requests = (Total number of valid service requests that flow-through to SOCS) / (Total number of valid service requests delivered to SOCS) X 100</p>	
<p><b>Description:</b> Percent Flow Through = The total number of LSRs that flow through LESOG to SOCS / (the number of LSRs passed from LEO to LESOG) – Σ[(the number of LSRs that fall out for manual processing + the number of LSRs that are returned to the CLEC for clarification + the number of LSRs that contain errors made by CLECs)] X 100.</p>	
<p><b>Report Structure:</b></p> <ul style="list-style-type: none"> <li>• Provides the flow through percentage for each CLEC (by alias designation) submitting LSRs through the CLEC mechanized ordering process. The report provides the following: <ul style="list-style-type: none"> <li>➤ CLEC (by alias designation)</li> <li>➤ Number of fatal rejects</li> <li>➤ Mechanized interface used</li> <li>➤ Total mechanized LSRs</li> <li>➤ Total manual fallout</li> <li>➤ Number of auto clarifications returned to CLEC</li> <li>➤ Number of validated LSRs</li> <li>➤ Number of BST caused fallout</li> <li>➤ Number of CLEC caused fallout</li> <li>➤ Number of Service Orders Issued</li> <li>➤ Base calculation</li> <li>➤ CLEC error excluded calculation</li> </ul> </li> </ul>	
<p><b>Level of Disaggregation:</b></p> <ul style="list-style-type: none"> <li>• CLEC Specific (by alias designation to protect CLEC specific proprietary data)</li> <li>• Geographic: <ul style="list-style-type: none"> <li>➤ Region</li> </ul> </li> <li>• Product (Under development) <ul style="list-style-type: none"> <li>➤ Residence</li> <li>➤ Business</li> <li>➤ UNE</li> <li>➤ Special</li> </ul> </li> </ul>	
<p><b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u></b></p>	<p><b><u>DATA RETAINED RELATING TO BST EXPERIENCE</u></b></p>
<p><b><u>REPORT MONTH</u></b></p> <ul style="list-style-type: none"> <li>• Total number of LSRs received, by interface, by CLEC <ul style="list-style-type: none"> <li>➤ TAG</li> <li>➤ EDI</li> <li>➤ LENS</li> </ul> </li> <li>• Total number of errors by type, by CLEC <ul style="list-style-type: none"> <li>➤ Fatal rejects</li> <li>➤ Total fallout for manual processing</li> <li>➤ Auto clarification</li> <li>➤ CLEC errors</li> </ul> </li> <li>• Total number of errors by error code</li> </ul>	<p><b><u>REPORT MONTH</u></b></p> <ul style="list-style-type: none"> <li>• Total number of errors by type: <ul style="list-style-type: none"> <li>➤ BST system error</li> </ul> </li> </ul>
<p><b>Retail Analog/Benchmark:</b> CLEC Flow Through/benchmark comparison (Under development)</p>	



**ORDERING**

<b>Report/Measurement:</b>	
Flow Through Error Analysis	
<b>Definition:</b>	
An analysis of each error type (by error code) that was experienced by the LSRs that did not flow through to SOCS.	
<b>Exclusions:</b>	
Each Error Analysis is error code specific; therefore exclusions are not applicable.	
<b>Business Rules:</b>	
The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), and flow through to provisioning SOCS without manual intervention. These LSRs can be divided into two classes of service; Business and Residence, and two types of service; Resale and Unbundled Network Elements (UNE). This measurement captures the total number of errors by type. The CLEC mechanized ordering process does not include LSRs, which are, submitted manually (e.g., fax, and courier).	
<b>Calculation:</b>	
Σ Of errors by type.	
<b>Report Structure:</b>	
<ul style="list-style-type: none"> <li>• Provides an analysis of each error type (by error code). The report is in descending order by count of each error code and provides the following: <ul style="list-style-type: none"> <li>➢ Error Type (by error code)</li> <li>➢ Count of each error type</li> <li>➢ Percent of each error type</li> <li>➢ Cumulative percent</li> <li>➢ Error Description</li> <li>➢ CLEC Caused Count of each error code</li> <li>➢ Percent of aggregate by CLEC caused count</li> <li>➢ Percent of CLEC by CLEC caused count</li> <li>➢ BST Caused Count of each error code</li> <li>➢ Percent of aggregate by BST caused count</li> <li>➢ Percent of BST by BST caused count</li> </ul> </li> </ul>	
<b>Level of Disaggregation:</b>	
Region	
<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u></b>	<b><u>DATA RETAINED RELATING TO BST EXPERIENCE</u></b>
<b>REPORT MONTH</b> <ul style="list-style-type: none"> <li>• Total number of LSRs received</li> <li>• Total number of errors by type ( by error code) <ul style="list-style-type: none"> <li>➢ CLEC caused error</li> </ul> </li> </ul>	<b>REPORT MONTH</b> <ul style="list-style-type: none"> <li>• Total number of errors by type (by error code) <ul style="list-style-type: none"> <li>➢ BST system error</li> </ul> </li> </ul>
<b>Retail Analog/Benchmark:</b>	
Not Applicable	

**Attachment  
BellSouth Flow-through Analysis  
For CLECs LSRs placed via EDI or TAG**

	BellSouth Service Offered to CLEC via resale or UNE	Flow-through if no BST or CLEC Errors (Yes/No)	Complex Service (Yes/No)	Complex Order (Yes/No)	Design Service (Yes/No)	Can ordering this service cause fall out for a reason other than errors or complex? If so, what reason?
1	Flat Rate/Residence	Yes	No	No	no	
2	Flat Rate/Business	Yes	No	No	no	
3	Pay Phone Provider	No	No	No	no	
4	Measured Rate/Res.	Yes	No	No	no	
5	Measured Rate/Bus.	Yes	No	No	no	
6	Area Plus	Yes	No	No	no	
7	Package/Complete Choice and area plus	Yes	No	No	no	
8	Optional Calling Plan	Yes	No	No	no	
9	Ga. Community Calling	Yes	No	No	no	
10	Call Waiting Deluxe	Yes	No	No	no	
11	Call Waiting	Yes	No	No	no	
12	Caller ID	Yes	No	No	no	
13	Speed Calling	Yes	No	No	no	
14	3 Way Calling	Yes	No	No	no	
15	Call Forwarding-Variable	Yes	No	No	no	
16	Remote Access to CF	Yes	No	No	no	
17	Enhanced Caller ID	Yes	No	No	no	
18	Memory Call	Yes	No	No	no	
19	Memory Call Ans. Svc.	Yes	No	No	no	
20	MTS	Yes	No	No	no	
21	RCF	Yes	No	No	no	
22	Ringmaster	Yes	No	No	no	
23	Call Tracing	Yes	No	No	no	
24	Call Block	Yes	No	No	no	
25	Repeat Dialing	Yes	No	No	no	
26	Call Selector	Yes	No	No	no	
27	Call Return	Yes	No	No	no	
28	Preferred Call Forward	Yes	No	No	no	
29	Touchtone	Yes	No	No	no	
30	Visual Director	Yes	No	No	no	
31	INP (all types?)	Yes	UNE	No	no	
32	Unbundled Loop-Analog 2W, SL1, SL2	Yes	UNE	No	Yes-designed, no-non-designed	
33	2 wire analog port	Yes	UNE	No	no	
34	Local Number Portability (always?)	Yes	UNE	No	no	
35	Accupulse	No	Yes	Yes	yes	See note at bottom of matrix.
36	Basic Rate ISDN	No	Yes	Yes	yes	LSR electronically submitted; no flow through

	BellSouth Service Offered to CLEC via resale or UNE	Flow-through if no BST or CLEC Errors (Yes/No)	Complex Service (Yes/No)	Complex Order (Yes/No)	Design Service (Yes/No)	Can ordering this service cause fall out for a reason other than errors or complex? If so, what reason?
37	DID	No*	Yes	Yes	Yes	* yes with OSS'99
38	Frame Relay	No	Yes	Yes	yes	
39	Megalink	No	Yes	Yes	yes	
40	Megalink-T1	No	Yes	Yes	yes	
41	Native Mode LAN Interconnection (NMLI)	No	Yes	Yes	yes	
42	Pathlink Primary Rate ISDN	No	Yes	Yes	yes	
43	Synchronet	No	Yes	Yes	yes	LSR electronically submitted; no flow through
44	PBX Trunks	No	Yes	Yes	Yes	LSR electronically submitted; no flow through
45	LightGate	No	Yes	Yes	yes	
46	Smartpath	No	Yes	Yes	yes	
47	Hunting	No	Yes	no	no	LSR electronically submitted; no flow through
48	CENTREX	No	Yes	Yes	no	
49	FLEXSERV	No	Yes	Yes	yes	
50	Multiserv	No	Yes	Yes	yes	
51	Off-Prem Stations	No	Yes	Yes	yes	
52	SmartRING	No	Yes	Yes	yes	
53	FX	No	Yes	Yes	yes	
54	Tie Lines	No	Yes	Yes	Yes	
55	WATS	No	Yes	Yes	yes	
56	4 wire analog voice grade loop	No	UNE	Yes	yes-designed, no-non-designed	
57	4 wire DS1 & PRI digital loop	No	UNE	Yes	yes	
58	2 wire ISDN digital loop	No	UNE	Yes	yes	
59	4 wire DS1 & PRI digital loop	No	UNE	Yes	yes	
60	ADSL	No*	UNE	Yes	yes	* yes as of OSS'99?
61	HDSL	No	UNE	Yes	yes	
62	2 wire analog DID trunk port	No	UNE	Yes	Yes	
63	2 wire ISDN digital line side port	No	UNE	Yes	yes	
64	4 wire ISDN DSI digital trunk ports	No	UNE	Yes	yes	
65	UNE Combinations	y-loop+port	UNE	Yes	yes	
66	Directory Listings (simple)	No*	UNE	Yes	no	* yes as of OSS'99

	BellSouth Service Offered to CLEC via resale or UNE	Flow-through if no BST or CLEC Errors (Yes/No)	Complex Service (Yes/No)	Complex Order (Yes/No)	Design Service (Yes/No)	Can ordering this service cause fall out for a reason other than errors or complex? If so, what reason?
67	Directory Listings (complex)	No*	UNE	yes	no	* yes as of OSS'99, captions and indentions
68	ESSX	No	Yes	Yes	no	

Note for last column: For all services that indicate 'No' for flow-through, the following reasons, in addition to errors or complex services, also prompt manual handling: Expedites from CLECs, special pricing plans, for denials – restore and conversion or disconnect and conversion both required, partial migrations (although conversions-as-is flow through), class of service invalid in certain states with some TOS – e.g. gov't, or cannot be changed when changing main TN on C activity, low volume – e.g. activity type T=move, pending order review required, more than 25 business lines, restore or suspend for UNE combos, transfer of calls option for CLEC end user – fixed with release 6.0, new TN not yet posted to BOCRIS. All but the last one are unique to the CLEC environment.

**ORDERING**

<b>Report/Measurement:</b>	
Percent Rejected Service Requests	
<b>Definition:</b>	
Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) received which are rejected due to error or omission. An LSR is considered valid when it is electronically submitted by the CLEC and passes LEO edit checks to insure the data received is correctly formatted and complete.	
<b>Exclusions:</b>	
Service Requests canceled by the CLEC prior to being rejected/clarified.	
<b>Business Rules:</b>	
<p><b>Fully Mechanized:</b> An LSR is considered "rejected" when it is submitted electronically but does not pass LEO edit checks in the ordering systems (EDI, TAG, LEO, LESOG) and is returned to the CLEC. There are two types of "Rejects" in the Mechanized category:</p> <ul style="list-style-type: none"> <li>• A Fatal Reject occurs when a CLEC attempts to electronically submit an LSR but required fields are not populated correctly and the request is returned to the CLEC before it is considered an LSR.</li> <li>• An Auto Clarification is a valid LSR, which is electronically submitted but rejected from LESOG because it does not pass further edit checks for order accuracy.</li> </ul> <p><b>Partially Mechanized:</b> A valid LSR, which is electronically submitted (via EDI or TAG), but cannot be processed electronically and "falls out" for manual handling. It is then put into "clarification" and (rejected) sent back to the CLEC.</p> <p>Total Mechnized: Combination of Fully Mechnized and Partially Mechanized LSRs.</p> <p><b>Non Mechanized:</b> An LSR which is faxed or mailed to the LCSC for processing and is "clarified" (rejected) back to the CLEC by the BST service representative.</p> <p>LNP: Under Development</p>	
<b>Calculation</b>	
Percent Rejected Service Requests = (Total Number of Rejected Service Requests) / (Total Number of Service Requests Received) X 100 during the month.	
<b>Report Structure:</b>	
<ul style="list-style-type: none"> <li>• Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized</li> <li>• State and Region</li> <li>• CLEC Specific</li> <li>• CLEC Aggregate</li> </ul>	
<b>Level of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Resale Residence</li> <li>• Resale Business</li> <li>• Resale Specials</li> <li>• UNE</li> <li>• UNE Loop with NP</li> <li>• Other</li> <li>• Trunks</li> </ul>	
<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u></b>	<b><u>DATA RETAINED RELATING TO BST PERFORMANCE:</u></b>
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total number of LSRs</li> <li>• Total number of Rejects</li> <li>• Total Number of Errors</li> <li>• State and Region</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total number of LSRs</li> <li>• Total number of Errors</li> <li>• Adjusted Error Volume</li> <li>• State and Region</li> </ul>
<b>RETAIL ANALOG/BENCHMARK:</b>	
<b>BENCHMARK IS UNDER DEVELOPMENT. RETAIL ANALOG ALSO UNDER DEVELOPMENT.</b>	

**ORDERING**

<b>Report/Measurement:</b>	
Reject Interval	
<b>Definition:</b>	
Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is electronically submitted by the CLEC and passes LEO edit checks to insure the data received is correctly formatted and complete.	
<b>Exclusions:</b>	
Service Requests canceled by CLEC prior to being rejected/clarified	
<b>Business Rules:</b>	
<ul style="list-style-type: none"> <li>• <b>Fully Mechanized:</b> The elapsed time from receipt of a valid LSR (date and time stamp in EDI, TAG) until the LSR is rejected (date and time stamp of reject in LEO). Fatal Rejects and Auto Clarifications are considered in the Fully Mechanized category.</li> <li>• <b>Partially Mechanized:</b> The elapsed time from receipt of a valid LSR (date and time stamp in EDI, TAG) until it falls out for manual handling. The stop time on partially mechanized LSRs is when the LCSC Service Representative clarifies the LSR back to the CLEC via LEO.</li> <li>• <b>Total Mechanized</b> Combination of Fully Mechanized and Partially Mechanized LSRs.</li> <li>• <b>Non-Mechanized:</b> The elapsed time from receipt of a valid LSR (date and time stamp from FAX stamp) until notice of the reject is returned to the CLEC via LON.</li> <li>• <b>LNP:</b> Under development.</li> </ul>	
<b>Calculation:</b>	
Reject Interval = $\Sigma[(\text{Date and Time of Service Request Rejection}) - (\text{Date and Time of Service Request Receipt})] / (\text{Number of Service Requests Rejected in Reporting Period})$	
<b>Report Structure:</b>	
<ul style="list-style-type: none"> <li>• CLEC Specific</li> <li>• CLEC Aggregate</li> <li>• Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized, Trunks</li> </ul>	
<b>Level of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Product Reporting Levels <ul style="list-style-type: none"> <li>➢ Interconnection Trunks</li> <li>➢ Resale – Residence</li> <li>➢ Resale – Business</li> <li>➢ Resale – Design</li> <li>➢ UNE Design</li> <li>➢ UNE Non- Design</li> <li>➢ UNE Loop with and w/o NP</li> </ul> </li> <li>• Geographic Scope <ul style="list-style-type: none"> <li>➢ State, Region and further geographic disaggregation as required by State Commission Order</li> </ul> </li> <li>• Mechanized: 0-4 minutes, 4-8 minutes, 8-12 minutes, 12-60 minutes, 0-1 hour 1-8 hours, 8-24 hours, &gt;24 hours.</li> <li>• Non-mechanized: 0-1 hour, 1-4 hours, 4-8 hours, 8-12 hours, 12-16 hours, 16-20 hours, 20-24 hours &gt;24 hours</li> <li>• Average Interval in Days.</li> <li>• Trunks</li> </ul>	
<b>DATA RETAINED RELATING TO CLEC EXPERIENCE:</b>	<b>DATA RETAINED RELATING TO BST PERFORMANCE:</b>
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Reject Interval</li> <li>• Total Number of LSRs</li> <li>• Total number of Errors</li> <li>• State and Region</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Reject Interval</li> <li>• Total number of LSRs</li> <li>• Total number of Errors</li> <li>• State and Region</li> </ul>
<b>Retail Analog/Benchmark:</b>	
Benchmark is under development. Retail Analog also under development.	

**ORDERING**

<b>Report/Measurement:</b>	
Firm Order Confirmation Timeliness	
<b>Definition:</b>	
Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of valid LSR to distribution of a firm order confirmation.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Rejected LSRs</li> <li>• Partially Mechanized or Non-Mechanized LSRs received and/or FOCd outside of normal business hours.</li> </ul>	
<b>Business Rules:</b>	
<ul style="list-style-type: none"> <li>• <b>Mechanized</b> - The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in LENS, EDI, TAG) until the LSR is processed and appropriate service orders are generated in SOCS.</li> <li>• <b>Partially Mechanized</b> – The elapsed time from receipt of a valid electronically submitted LSR which falls out for manual handling by the LCSC personnel until appropriate service orders are issued by a BST service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS.</li> <li>• <b>Total Mechanized</b> - Combination of Fully Mechanized and Partially Mechanized LSRs</li> <li>• <b>Non-Mechanized</b> - The elapsed time from receipt of a valid LSR (fax receive date and time stamp) until appropriate service orders are issued by BST service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS.</li> <li>• <b>LNP</b> – Under development.</li> </ul>	
<b>Calculation:</b>	
Firm Order Confirmation Timeliness = $\Sigma[(\text{Date and Time of Firm Order Confirmation}) - (\text{Date and Time of Service Request Receipt})] / (\text{Number of Service Requests Confirmed in Reporting Period})$	
<b>Report Structure:</b>	
<ul style="list-style-type: none"> <li>• Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized</li> <li>• CLEC Specific</li> <li>• CLEC Aggregate</li> </ul>	
<b>Level of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Product Reporting Levels <ul style="list-style-type: none"> <li>➢ Interconnection Trunks</li> <li>➢ Resale – Residence</li> <li>➢ Resale – Business</li> <li>➢ Resale – Design</li> <li>➢ UNE Design</li> <li>➢ UNE Non- Design</li> <li>➢ UNE Loop with and w/o NP</li> <li>➢ Trunks</li> </ul> </li> <li>• Geographic Scope <ul style="list-style-type: none"> <li>➢ State, Region and further geographic disaggregation (MSA) as required by State Commission Order</li> </ul> </li> <li>• Mechanized: 0-15 minutes, 15-30 minutes, 30-45 minutes, 45-60 minutes, 60-90 minutes, 90-120 minutes, 120-240 minutes, 4-8 hours, 8-12 hours, 12-16 hours 16-20 hours, 20-24 hours, 24-48 hours, &gt; 48 hours.</li> <li>• Non-mechanized: 0-4 hours, 4-8 hours, 8-12 hours, 12-16 hours, 16-20 hours, 20-24 hours, 24-48 hours, &gt; 48 hours.</li> <li>• Trunks: 0-5 days, 6-8 days, 9-11 days, 12-14 days, 15-17 days, 18-20 days, &gt; 20 days</li> <li>• &lt; 10 and &gt; 10 Circuits/Lines</li> <li>• Average Interval in Days.</li> </ul>	
<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u></b>	<b><u>DATA RETAINED RELATING TO BST PERFORMANCE:</u></b>
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Interval for FOC</li> <li>• Total number of LSRs</li> <li>• State and Region</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Interval for FOC</li> <li>• Total Number of LSRs</li> <li>• State and Region</li> </ul>
<b>Retail Analog/Benchmark:</b>	
Benchmark is under development. Retail Analog also under development.	

**ORDERING**

<b>Report/Measurement:</b>	
Speed of Answer in Ordering Center	
<b>Definition:</b>	
Measures the average time a customer is in queue.	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
The clock starts when the appropriate option is selected (i.e. 1 for Resale Consumer, 2 for Resale Multiline, and 3 for UNE-LNP, etc.) and the call enters the queue for that particular group in the LCSC. The clock stops when a BST service representative in the LCSC answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the BellSouth automatic call distributor (ACD) until the a service representative in BSTs Local Carrier Service Center (LCSC) answers the CLEC call.	
<b>Calculation:</b>	
$(\text{Total time in seconds to reach the LCSC}) / (\text{Total Number of Calls})$ in the Reporting Period.	
<b>Report Structure:</b>	
<ul style="list-style-type: none"> <li>• CLEC Aggregate</li> <li>• BST Aggregate (Combination of Residence Service Center and Business Service Center data under development.)</li> </ul>	
<b>Level of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• CLEC Aggregate</li> <li>• BST Aggregate (Combination of Residence Service Center and Business Service Center data under development.)</li> </ul>	
<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u></b>	<b><u>DATA RETAINED RELATING TO BST PERFORMANCE:</u></b>
<ul style="list-style-type: none"> <li>• Mechanized tracking through LCSC Automatic Call Distributor</li> </ul>	<ul style="list-style-type: none"> <li>• Mechanized tracking through BST Retail center support systems</li> </ul>
<b>Retail Analog/Benchmark:</b>	
For CLEC, Speed of Answer in Ordering Center (LCSC) is comparable to Speed of Answer in BST Business Offices.	



**PROVISIONING**

<b>Report/Measurement:</b>
Mean Held Order Interval & Distribution Intervals
<b>Definition:</b>
When delays occur in completing CLEC orders, the average period that CLEC orders are held for BST reasons, pending a delayed completion, should be no worse for the CLEC when compared to BST delayed orders.
<b>Exclusions:</b>
<ul style="list-style-type: none"> <li>• Any order canceled by the CLEC will be excluded from this measurement.</li> <li>• Order Activities of BST associated with internal or administrative use of local services.</li> </ul>
<b>Business Rules:</b>
<p><b>Mean Held Order Interval:</b> This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as completed in SOCS and have passed the currently committed due date for the order. For each such order, the number of calendar days between the committed due date and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval. CLEC Specific reporting is by type of held order (facilities, equipment, other), total number of orders held, and the total and average days.</p> <p><b>Held Order Distribution Interval:</b> This measure provides data to report total days held and identifies these in categories of &gt;15 days and &gt; 90 days. (orders counted in &gt;90 days are also included in &gt;15 days).</p>
<b>Calculation:</b>
<p><b>Mean Held Order Interval:</b>  <math display="block">\frac{\Sigma (\text{Reporting Period Close Date} - \text{Committed Order Due Date})}{(\text{Number of Orders Pending and Past The Committed Due Date})}</math> for all orders pending and past the committed due date.</p> <p><b>Held Order Distribution Interval:</b>  <math display="block">\frac{(\# \text{ of Orders Held for } \geq 90 \text{ days})}{(\text{Total } \# \text{ of Orders Pending But Not Completed})} \times 100</math> <math display="block">\frac{(\# \text{ of Orders Held for } \geq 15 \text{ days})}{(\text{Total } \# \text{ of Orders Pending But Not Completed})} \times 100</math></p>
<b>Report Structure:</b>
<ul style="list-style-type: none"> <li>• CLEC Specific</li> <li>• CLEC Aggregate</li> <li>• BST Aggregate</li> </ul>
<b>Level of Disaggregation:</b>
<ul style="list-style-type: none"> <li>• Product Reporting Levels <ul style="list-style-type: none"> <li>➤ POTS – Residence</li> <li>➤ POTS – Business</li> <li>➤ DESIGN</li> <li>➤ PBX</li> <li>➤ CENTREX</li> <li>➤ ISDN</li> <li>➤ UNE 2 Wire Loop with NP (Design and Non-Design)</li> <li>➤ UNE 2 Wire Loop without NP (Design and Non-Design)</li> <li>➤ UNE Loop Other with NP (Design and Non-Design)</li> <li>➤ UNE Loop Other without NP (Design and Non-Design)</li> <li>➤ UNE Other (Design and Non-Design)</li> <li>➤ Switching (Under development)</li> <li>➤ Local Transport (Under development)</li> <li>➤ Combos (Under development)</li> <li>➤ NP (Under development as separate category)</li> <li>➤ Local Interconnection Trunks</li> </ul> </li> <li>• Geographic Scope <ul style="list-style-type: none"> <li>➤ State, Region, and further geographic disaggregation (MSA) as required by State Commission Order</li> </ul> </li> </ul>

PROVISIONING – (Mean Held Order Interval & Distribution Intervals – Continued)

<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number and PON (PON)</li> <li>• Order Submission Date (TICKET_ID)</li> <li>• Committed Due Date (DD)</li> <li>• Service Type(CLASS_SVC_DESC)</li> <li>• Hold Reason</li> <li>• Total line/circuit count (under development)</li> <li>• Geographic Scope</li> </ul> <p><b>NOTE:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• BST Order Number</li> <li>• Order Submission Date</li> <li>• Committed Due Date</li> <li>• Service Type</li> <li>• Hold Reason</li> <li>• Geographic Scope</li> </ul>
<p><b>Retail Analog/Benchmark:</b></p> <p>CLEC Residence Resale / BST Residence Retail            CLEC Business Resale / BST Business Retail            CLEC Design / BST Design            CLEC PBX, CENTREX, ISDN/ BST PBX, CENTREX, ISDN            Interconnection Trunks-CLEC / Interconnection Trunks –BST            UNEs-Retail Analog (under development at this time)</p>	

**PROVISIONING**

**Report/Measurement:**

Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notice

**Definition:**

When BST can determine in advance that a committed due date is in jeopardy, it will provide advance notice to the CLEC.

**Exclusions:**

- Any order canceled by the CLEC will be excluded from this measurement
- Orders held for CLEC end user reasons
- Orders submitted to BST through non-mechanized methods

**Business Rules:**

When BST can determine in advance that a committed due date is in jeopardy it will provide advance notice to the CLEC. The number of committed orders in a report period is the number of orders that have a due date in the reporting period.

**Calculation:**

**Average Jeopardy Interval** =  $\Sigma [(Date\ and\ Time\ of\ Scheduled\ Due\ Date\ on\ Service\ Order) - (Date\ and\ Time\ of\ Jeopardy\ Notice)] / [Number\ of\ Orders\ Notified\ of\ Jeopardy\ in\ Reporting\ Period]$ .

**Percent of Orders Given Jeopardy Notice** =  $\Sigma [ (Number\ of\ Orders\ Given\ Jeopardy\ Notices\ in\ Reporting\ Period) / (Number\ of\ Orders\ Confirmed\ (due)\ in\ Reporting\ Period) ]$

**Report Structure:**

- CLEC Specific and CLEC Aggregate
- BST Aggregate (under development with estimated release date of 8/15/99 for June reporting)

**Level of Disaggregation:**

- Product Reporting Levels
  - POTS – Residence
  - POTS – Business
  - DESIGN
  - PBX
  - CENTREX
  - ISDN
  - UNE 2 Wire Loop with NP (Design and Non-Design)
  - UNE 2 Wire Loop without NP (Design and Non-Design)
  - UNE Loop Other with NP (Design and Non-Design)
  - UNE Loop Other without NP (Design and Non-Design)
  - UNE Other (Design and Non-Design)
  - Switching (Under development)
  - Local Transport (Under development)
  - Combos (Under development)
  - NP (Under development as separate category)
  - Local Interconnection Trunks
  - Geographic Scope
  - State, Region, and further geographic disaggregation (MSA) as required by State Commission Order

**DATA RETAINED RELATING TO CLEC EXPERIENCE**

- Report Month
- CLEC Order Number and PON
- Date and Time Jeopardy Notice sent
- Committed Due Date
- Service Type

**NOTE:** Code in parentheses is the corresponding header found in the raw data file.

**DATA RETAINED RELATING TO BST EXPERIENCE**

- Report Month
- CLEC Order Number and PON
- Date and Time Jeopardy Notice sent
- Committed Due Date
- Service Type

**NOTE:** Code in parentheses is the corresponding header found in the raw data file.

**Retail Analog/Benchmark:**

Retail Analog

**PROVISIONING**

<b>Report/Measurement:</b>
Percent Missed Installation Appointments
<b>Definition:</b>
“Percent missed installation appointments” monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BST.
<b>Exclusions:</b>
<ul style="list-style-type: none"> <li>• Canceled Service Orders</li> <li>• Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.)</li> <li>• Disconnect (D) &amp; From (F) orders</li> </ul>
<b>Business Rules:</b>
Percent Missed Installation Appointments (MA) is the percentage of total orders processed for which BST is unable to complete the service orders on the committed due dates. Missed Appointments caused by end-user reasons will be included and reported separately. A business day is any time period within the same date frame, which means there cannot be a cutoff time for commitments as certain types of orders are, requested to be worked after standard business hours. Also, during Daylight Savings Time, field technicians are scheduled until 9PM in some areas and the customer is offered a greater range of intervals from which to select.
<b>Calculation:</b>
Percent Missed Installation Appointments = $\Sigma$ (Number of Orders Not Complete by Committed Due Date in Reporting Period) / (Number of Orders Completed in Reporting Period) X 100
<b>Report Structure:</b>
<ul style="list-style-type: none"> <li>• CLEC Specific</li> <li>• CLEC Aggregate</li> <li>• BST Aggregate</li> </ul>
<b>Report explanation:</b> The difference between End User MA and Total MA is the result of BST caused misses. Here, Total MA is the total % of orders missed either by BST or CLEC end user and End User MA represents the percentage of orders missed by the end user.
<b>Level of Disaggregation:</b>
<ul style="list-style-type: none"> <li>• Reported in categories of &lt;10 line/circuits; &gt; 10 line/circuits</li> <li>• Dispatch / No Dispatch</li> <li>• Product Reporting Levels <ul style="list-style-type: none"> <li>➢ POTS – Residence</li> <li>➢ POTS – Business</li> <li>➢ DESIGN</li> <li>➢ PBX</li> <li>➢ CENTREX</li> <li>➢ ISDN</li> <li>➢ UNE 2 Wire Loop with NP (Design and Non-Design)</li> <li>➢ UNE 2 Wire Loop without NP (Design and Non-Design)</li> <li>➢ UNE Loop Other with NP (Design and Non-Design)</li> <li>➢ UNE Loop Other without NP (Design and Non-Design)</li> <li>➢ UNE Other (Design and Non-Design)</li> <li>➢ Switching (Under development)</li> <li>➢ Local Transport (Under development)</li> <li>➢ Combos (Under development)</li> <li>➢ NP (Under development as separate category)</li> <li>➢ Local Interconnection Trunks</li> <li>➢ Geographic Scope</li> <li>➢ State, Region, and further geographic disaggregation (MSA) as required by State Commission Order</li> </ul> </li> </ul>

**PROVISIONING (Percent Missed Installation Appointments – Continued)**

<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number and PON (PON)</li> <li>• Committed Due Date (DD)</li> <li>• Completion Date (CMPLTN DD)</li> <li>• Status Type</li> <li>• Status Notice Date</li> <li>• Standard Order Activity</li> <li>• Geographic Scope</li> </ul> <p><b>NOTE:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• BST Order Number</li> <li>• Committed Due Date</li> <li>• Completion Date</li> <li>• Status Type</li> <li>• Status Notice Date</li> <li>• Standard Order Activity</li> <li>• Geographic Scope</li> </ul>
<p><b>Retail Analog/Benchmark:</b></p> <ul style="list-style-type: none"> <li>CLEC Residence Resale / BST Residence Retail</li> <li>CLEC Business Resale / BST Business Retail</li> <li>CLEC Design / BST Design</li> <li>CLEC PBX, CENTREX, ISDN/ BST PBX, CENTREX, ISDN</li> <li>Interconnection Trunks-CLEC / Interconnection Trunks –BST</li> <li>UNEs-Retail Analog (under development at this time)</li> </ul>	

**PROVISIONING**

<b>Report/Measurement :</b>
Average Completion Interval (OCI) & Order Completion Interval Distribution
<b>Definition:</b>
The "average completion interval" measure monitors the interval of time it takes BST to provide service for the CLEC or its' own customers. The "Order Completion Interval Distribution" provides the percentage of orders completed within certain time periods.
<b>Exclusions:</b>
<ul style="list-style-type: none"> <li>• Canceled Service Orders</li> <li>• Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.)</li> <li>• D (Disconnect) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address).</li> <li>• "L" Appointment coded orders (where the customer has requested a later than offered interval)</li> </ul>
<b>Business Rules:</b>
The actual completion interval is determined for each order processed during the reporting period. The Completion interval is the elapsed time from when the order is electronically entered into SOCS after the FOC on a CLEC order, or the date time stamp receipt into SOCS by BST on retail orders to the order completion date. The clock starts when a valid order number is assigned by SOCS and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed
<b>Calculation :</b>
<b>Average Completion Interval:</b> $\frac{\sum [ (\text{Completion Date \& Time}) - (\text{Order Issue Date \& Time}) ]}{\sum (\text{Count of Orders Completed in Reporting Period})}$
<b>Order Completion Interval Distribution:</b> $\frac{\sum (\text{Service Orders Completed in "X" days})}{(\text{Total Service Orders Completed in Reporting Period})} \times 100$
<b>Report Structure:</b>
<ul style="list-style-type: none"> <li>• CLEC Specific</li> <li>• CLEC Aggregate</li> <li>• BST Aggregate</li> </ul>
<b>Level of Disaggregation:</b>
<ul style="list-style-type: none"> <li>• Dispatch/No Dispatch categories applicable to all levels except trunks.</li> <li>• Residence &amp; Business reported in day intervals = 0,1,2,3,4, 5, 5+</li> <li>• UNE and Design reported in day intervals = 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, 30+</li> <li>• All Levels are reported &lt;10 line/circuits; &gt;10 line/circuits</li> <li>• Product Reporting Levels <ul style="list-style-type: none"> <li>➤ POTS – Residence</li> <li>➤ POTS – Business</li> <li>➤ DESIGN</li> <li>➤ PBX</li> <li>➤ CENTREX</li> <li>➤ ISDN</li> <li>➤ UNE 2 Wire Loop with NP (Design and Non-Design)</li> <li>➤ UNE 2 Wire Loop without NP (Design and Non-Design)</li> <li>➤ UNE Loop Other with NP (Design and Non-Design)</li> <li>➤ UNE Loop Other without NP (Design and Non-Design)</li> <li>➤ UNE Other (Design and Non-Design)</li> <li>➤ Switching (Under development)</li> <li>➤ Local Transport (Under development)</li> <li>➤ Combos (Under development)</li> <li>➤ NP (Under development as separate category)</li> <li>➤ Local Interconnection Trunks</li> <li>➤ Geographic Scope</li> <li>➤ State, Region, and further geographic disaggregation (MSA) as required by State Commission Order</li> </ul> </li> </ul>

**PROVISIONING –**  
**(Average Completion Interval (OCI) & Order Completion Interval Distribution - Continued)**

<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Company Name</li> <li>• Order Number (PON)</li> <li>• Submission Date &amp; Time (TICKET_ID)</li> <li>• Completion Date (CMPLTN_DT)</li> <li>• Service Type (CLASS_SVC_DESC)</li> <li>• Geographic Scope</li> </ul> <p><b>NOTE:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number</li> <li>• Order Submission Date &amp; Time</li> <li>• Order Completion Date &amp; Time</li> <li>• Service Type</li> <li>• Geographic Scope</li> </ul>
<p><b><u>RETAIL ANALOG/BENCHMARK</u></b></p> <p>CLEC Residence Resale / BST Residence Retail            CLEC Business Resale / BST Business Retail            CLEC Non-UNE Design / BST Design            CLEC PBX, CENTREX, ISDN/ BST PBX, CENTREX, ISDN            Interconnection Trunks-CLEC / Interconnection Trunks-BST            UNEs-Retail Analog (under development at this time)</p>	

**PROVISIONING**

<b>Report/Measurement:</b>
Average Completion Notice Interval
<b>Definition:</b>
The Completion Notice Interval is the elapsed time between the BST reported completion of work and the issuance of a valid completion notice to the CLEC.
<b>Exclusions:</b>
<ul style="list-style-type: none"> <li>• Non-mechanized Orders</li> <li>• Cancelled Service Orders</li> <li>• Order Activities of BST associated with internal or administrative use of local services</li> <li>• D &amp; F orders</li> </ul>
<b>Business Rules:</b>
Measurement of interval of completion date and time by a field technician on dispatched orders, and 5PM on the due date for non-dispatched orders; to the release of a notice to the CLEC/BST of the completion status. The field technician notifies the CLEC by telephone the work was complete and then he enters the completion information and completion time in his computer. This information switches through to the SOCS systems either completing the order or rejecting the order to the Work Management Center (WMC). If the completion is rejected, it is manually corrected and then completed by the WMC. The notice is returned on each individual order submitted and as the notice is sent electronically, it can only be switched to those orders that were submitted by the CLEC electronically.
<b>Calculation:</b>
$\Sigma$ (Date and Time of Notice of Completion) – (Date and Time of Work Completion) / (Number of Orders Completed in Reporting Period)
<b>Report Structure:</b>
<ul style="list-style-type: none"> <li>• CLEC Specific</li> <li>• CLEC Aggregate</li> <li>• BST Aggregate (in development-expected release date 08/15/99 reporting)</li> </ul>
<b>Level of Disaggregation:</b>
<ul style="list-style-type: none"> <li>• Reporting intervals in Hours: 0-1, 1-2, 2-4, 4-8, 8-12, 12-24, &gt; 24, plus Overall Average Hour Interval</li> <li>• Reported in categories of &lt;10 line/circuits; &gt; 10 line/circuits</li> <li>• Product Reporting Levels <ul style="list-style-type: none"> <li>➤ POTS – Residence</li> <li>➤ POTS – Business</li> <li>➤ DESIGN</li> <li>➤ PBX</li> <li>➤ CENTREX</li> <li>➤ ISDN</li> <li>➤ UNE 2 Wire Loop with NP (Design and Non-Design)</li> <li>➤ UNE 2 Wire Loop without NP (Design and Non-Design)</li> <li>➤ UNE Loop Other with NP (Design and Non-Design)</li> <li>➤ UNE Loop Other without NP (Design and Non-Design)</li> <li>➤ UNE Other (Design and Non-Design)</li> <li>➤ Switching (Under development)</li> <li>➤ Local Transport (Under development)</li> <li>➤ Combos (Under development)</li> <li>➤ NP (Under development as separate category)</li> <li>➤ Local Interconnection Trunks</li> <li>➤ Geographic Scope <ul style="list-style-type: none"> <li>➤ State, Region, and further geographic disaggregation (MSA) as required by State Commission Order</li> </ul> </li> </ul> </li> </ul>



**PROVISIONING – (Average Completion Notice Interval- Continued)**

<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number</li> <li>• Work Completion Date</li> <li>• Work Completion Time</li> <li>• Completion Notice Availability Date</li> <li>• Completion Notice Availability Time</li> <li>• Service Type</li> <li>• Activity Type</li> <li>• Geographic Scope</li> </ul> <p><b>NOTE:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Service Order Number</li> <li>• Work Completion Date</li> <li>• Work Completion Time</li> <li>• Completion Notice Availability Date</li> <li>• Completion Notice Availability Time</li> <li>• Service Type</li> <li>• Activity Type</li> <li>• Geographic Scope</li> </ul> <p><b>NOTE:</b> Code in parentheses is the corresponding header found in the raw data file.</p>
<p><b>Retail Analog/Benchmark:</b> Retail Analog</p>	

**PROVISIONING**

<b>Report/Measurement:</b>	
Coordinated Customer Conversions	
<b>Definition:</b>	
This category measures the average time it takes BST to disconnect an unbundled loop from the BST switch and cross connect it to a CLEC's equipment. This measurement applies to service orders with and without NP, and where the CLEC has requested BST to provide a coordinated cutover.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Any order canceled by the CLEC will be excluded from this measurement.</li> <li>• Delays due to CLEC following disconnection of the unbundled loop</li> <li>• Unbundled Loops where there is no existing subscriber loop</li> </ul>	
<b>Business Rules:</b>	
Where the service order includes NP, the interval includes the total time for the cutover including the translation time to place the line back in service on the ported line. The interval is calculated for the entire cutover time for the service order and then divided by items worked in that time to give the average per item interval for each service order.	
<b>Calculation:</b>	
$\Sigma [(Completion\ Date\ and\ Time\ for\ Cross\ Connection\ of\ an\ Unbundled\ Loop) - (Disconnection\ Date\ and\ Time\ of\ an\ Unbundled\ Loop)] / Total\ Number\ of\ Unbundled\ Loop\ Items\ for\ the\ reporting\ period.$	
<b>Report Structure:</b>	
<ul style="list-style-type: none"> <li>• CLEC Specific</li> <li>• CLEC Aggregate</li> <li>•</li> </ul>	
<b>Level of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Reported in intervals &lt;=5 minutes; &gt;5,&lt;15 minutes; &gt;15 minutes, plus Overall Average interval</li> <li>• Product Reporting Levels <ul style="list-style-type: none"> <li>&gt; UNE Loops without NP</li> <li>&gt; UNE Loops with NP</li> </ul> </li> <li>&gt; Geographic Scope <ul style="list-style-type: none"> <li>&gt; State, Region, and further geographic disaggregation as required by State Commission Order</li> </ul> </li> </ul>	
<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u></b>	<b><u>DATA RETAINED RELATING TO BST EXPERIENCE</u></b>
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number</li> <li>• Committed Due Date (DD)</li> <li>• Service Type (CLASS_SVC_DESC)</li> <li>• Cutover Start Time</li> <li>• Cutover Completion time</li> <li>• Portability start and completion times (NP Orders)</li> <li>• Total Items</li> </ul>	<ul style="list-style-type: none"> <li>• No BST Analog Exists</li> </ul>
NOTE: Code in parentheses is the corresponding header found in the raw data file.	
<b>Retail Analog/Benchmark:</b>	
There is no retail analog for this measurement because it measures cutting loops to the CLEC. Benchmark under development.	

**PROVISIONING**

<b>Report/Measurement:</b>
% Provisioning Troubles within 30 days of Service Order Activity
<b>Definition:</b>
Percent Provisioning Troubles within 30 days of Installation measures the quality and accuracy of installation activities.
<b>Exclusions:</b>
<ul style="list-style-type: none"> <li>• Canceled Service Orders</li> <li>• Order Activities of BST or the CLEC associated with internal or administrative use of local services (R Orders, Test Orders, etc.)</li> <li>• D &amp; F orders</li> </ul>
<b>Business Rules:</b>
Measures the quality and accuracy of completed orders. The first trouble report from a service order after completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed service orders and following 30 days after completion for a trouble report. D & F orders are excluded as there is no subsequent activity following a disconnect.
<b>Calculation:</b>
$\% \text{ Provisioning Troubles within 30 days of Service Order Activity} = \frac{\sum (\text{Trouble reports on all completed orders} \leq 30 \text{ days following service order(s) completion})}{(\text{All Service Orders completed in the calendar month})} \times 100$
<b>Report Structure:</b>
<ul style="list-style-type: none"> <li>• CLEC Specific</li> <li>• CLEC Aggregate</li> <li>• BST Aggregate</li> </ul>
<b>Level of Disaggregation:</b>
<ul style="list-style-type: none"> <li>• Reported in categories of &lt;10 line/circuits; &gt; 10 line/circuits</li> <li>• Dispatch / No Dispatch</li> <li>• Product Reporting Levels <ul style="list-style-type: none"> <li>➤ POTS – Residence</li> <li>➤ POTS – Business</li> <li>➤ DESIGN</li> <li>➤ PBX</li> <li>➤ CENTREX</li> <li>➤ ISDN</li> <li>➤ UNE 2 Wire Loop with NP (Design and Non-Design)</li> <li>➤ UNE 2 Wire Loop without NP (Design and Non-Design)</li> <li>➤ UNE Loop Other with NP (Design and Non-Design)</li> <li>➤ UNE Loop Other without NP (Design and Non-Design)</li> <li>➤ UNE Other (Design and Non-Design)</li> <li>➤ Switching (Under development)</li> <li>➤ Local Transport (Under development)</li> <li>➤ Combos (Under development)</li> <li>➤ NP (Under development as separate category)</li> <li>➤ Local Interconnection Trunks</li> <li>➤ Geographic Scope <ul style="list-style-type: none"> <li>➤ State, Region, and further geographic disaggregation (MSA) as required by State Commission Order</li> </ul> </li> </ul> </li> </ul>

**PROVISIONING – (% Provisioning Troubles within 30 days of Service Order Activity – Continued)**

<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number and PON</li> <li>• Order Submission Date(TICKET_ID)</li> <li>• Order Submission Time (TICKET_ID)</li> <li>• Status Type</li> <li>• Status Notice Date</li> <li>• Standard Order Activity</li> <li>• Geographic Scope</li> </ul> <p><b>NOTE:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• BST Order Number</li> <li>• Order Submission Date</li> <li>• Order Submission Time</li> <li>• Status Type</li> <li>• Status Notice Date</li> <li>• Standard Order Activity</li> <li>• Geographic Scope</li> </ul>
<p><b>Retail Analog/Benchmark:</b></p> <ul style="list-style-type: none"> <li>CLEC Residence Resale / BST Residence Retail</li> <li>CLEC Business Resale / BST Business Retail</li> <li>CLEC Design / BST Design</li> <li>CLEC PBX, CENTREX, ISDN/ BST PBX, CENTREX, ISDN</li> <li>Interconnection Trunks-CLEC / Interconnection Trunks –BST</li> <li>UNEs-Retail Analog (Under Development at this time)</li> </ul>	

**PROVISIONING**

<b>Report/Measurement :</b>
Total Service Order Cycle Time (TSOCT) (under development 3Q99)
<b>Definition:</b>
This is a new measurement under development to measure the total service order cycle time from receipt of a valid service order request to the completion of the service order.
<b>Exclusions:</b>
<ul style="list-style-type: none"> <li>• Canceled Service Orders</li> <li>• Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.)</li> <li>• D (Disconnect) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address).</li> <li>• "L" Appointment coded orders (where the customer has requested a later than offered interval)</li> <li>• Orders with CLEC/Subscriber caused delays or CLEC/Subscriber requested due date changes.</li> </ul>
<b>Business Rules:</b>
<p>The interval is determined for each order processed during the reporting period. This measurement combines two reports: FOC (Firm Order Confirmation) with Average Order Completion Interval.</p> <p>This interval starts with the receipt of a valid service order request and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed</p>
<b>Calculation :</b>
Total Service Order Cycle Time (under development)
<b>Report Structure:</b>
<ul style="list-style-type: none"> <li>• CLEC Specific</li> <li>• CLEC Aggregate</li> <li>• BST Aggregate</li> </ul>
<b>Level of Disaggregation:</b>
<ul style="list-style-type: none"> <li>• ISDN Orders included in Non Design - GA Only</li> <li>• Dispatch/No Dispatch categories applicable to all levels except trunks.</li> <li>• Intervals under development</li> <li>• Product Reporting Levels <ul style="list-style-type: none"> <li>➢ Interconnection Trunks</li> <li>➢ POTS – Residence</li> <li>➢ POTS – Business</li> <li>➢ DESIGN</li> <li>➢ PBX</li> <li>➢ CENTREX</li> <li>➢ ISDN</li> <li>➢ UNE 2 Wire Loop with NP (Design and Non-Design)</li> <li>➢ UNE 2 Wire Loop without NP (Design and Non-Design)</li> <li>➢ UNE Loop Other with NP (Design and Non-Design)</li> <li>➢ UNE Loop Other without NP (Design and Non-Design)</li> <li>➢ UNE Other (Design and Non-Design)</li> <li>➢ Switching (Under development)</li> <li>➢ Local Transport (Under development)</li> <li>➢ Combos (Under development)</li> <li>➢ NP (Under development as separate category)</li> <li>➢ Local Interconnection Trunks</li> </ul> </li> <li>➢ Geographic Scope <ul style="list-style-type: none"> <li>➢ State, Region and further geographic disaggregation as required by State Commission Order</li> </ul> </li> </ul>

**PROVISIONING – (Total Service Order Cycle Time (TSOCT) – Continued**

<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u></b>	<b><u>DATA RETAINED RELATING TO BST EXPERIENCE</u></b>
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Interval for FOC</li> <li>• CLEC Company Name</li> <li>• Order Number (PON)</li> <li>• Submission Date &amp; Time (TICKET_ID)</li> <li>• Completion Date (CMPLTN_DT)</li> <li>• Service Type (CLASS_SVC_DESC)</li> <li>• Geographic Scope</li> </ul> <p><b>NOTE:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number</li> <li>• Order Submission Date &amp; Time</li> <li>• Order Completion Date &amp; Time</li> <li>• -Service Type</li> <li>• Geographic Scope</li> </ul>
<b>Retail Analog/Benchmark</b>	
Under development (BST retail analog available at this time would be Average Completion Interval)	

**MAINTENANCE & REPAIR**

<b>Report/Measurement:</b>	
Missed Repair Appointments	
<b>Definition:</b>	
The percent of trouble reports not cleared by the committed date and time.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Trouble tickets canceled at the CLEC request.</li> <li>• BST trouble reports associated with internal or administrative service.</li> <li>• Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble.</li> </ul>	
<b>Business Rules:</b>	
The negotiated commitment date and time is established when the repair report is received. The cleared time is the date and time that BST personnel clear the trouble and closes the trouble report in his Computer Access Terminal (CAT) or workstation. If this is after the Commitment time, the report is flagged as a "Missed Commitment" or a missed repair appointment. When the data for this measure is collected for BST and a CLEC, it can be used to compare the percentage of the time repair appointments are missed due to BST reasons. Note: Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours.	
<b>Calculation:</b>	
Percentage of Missed Repair Appointments = $\frac{\Sigma (\text{Count of Customer Troubles Not Cleared by the Quoted Commitment Date and Time})}{\Sigma (\text{Total Trouble reports closed in Reporting Period})} \times 100$	
<b>Report Structure:</b>	
<ul style="list-style-type: none"> <li>• CLEC Specific</li> <li>• CLEC Aggregate</li> <li>• BST Aggregate</li> </ul>	
<b>Level of Disaggregation:</b>	
<p><b>ISDN Troubles included in Non-Design – GA ONLY</b></p> <ul style="list-style-type: none"> <li>• Product Reporting Levels <ul style="list-style-type: none"> <li>➢ POTS – Residence, Business</li> <li>➢ Design</li> <li>➢ PBX, CENTREX and ISDN</li> <li>➢ UNE 2 Wire Loop (Design and Non – Design)</li> <li>➢ UNE Loop Other (Design and Non Design)</li> <li>➢ UNE Other (Design and Non – Design)</li> <li>➢ Switching, Local Transport and Combos (under development)</li> <li>➢ Local Interconnection Trunks</li> </ul> </li> <li>• Dispatch/No Dispatch categories applicable to all product levels</li> <li>• Geographic Scope <ul style="list-style-type: none"> <li>➢ State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA)</li> </ul> </li> </ul>	
<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u></b>	<b><u>DATA RETAINED RELATING TO BST EXPERIENCE</u></b>
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Company Name</li> <li>• Submission Date &amp; Time ( TICKET_ID)</li> <li>• Completion Date (CMPLTN_DT)</li> <li>• Service Type (CLASS_SVC_DESC)</li> <li>• Disposition and Cause (CAUSE_CD &amp; CAUSE_DESC)</li> <li>• Geographic Scope</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• BST Company Code</li> <li>• Submission Date &amp; Time</li> <li>• Completion Date</li> <li>• Service Type</li> <li>• Disposition and Cause (Non-Design / Non-Special Only)</li> <li>• Trouble Code (Design and Trunking Services)</li> <li>• Geographic Scope</li> </ul>
<b>NOTE:</b> Code in parentheses is the corresponding header found in the raw data file.	

MAINTENANCE & REPAIR – (Missed Repair Appointments – Continued)

**Retail Analog/Benchmark**

CLEC Residence-Resale / BST Residence-Retail  
CLEC Business-Resale / BST Business-Retail  
CLEC Design-Resale / BST Design-Retail  
CLEC PBX, Centrex, and ISDN Resale/ BST PBX, Centrex, and ISDN Retail  
CLEC Trunking-Resale / BST Trunking-Retail  
UNEs - Retail Analog (under development at this time.)



**MAINTENANCE & REPAIR**

<b>Report/Measurement:</b>	
Customer Trouble Report Rate	
<b>Definition:</b>	
Initial and repeated customer direct or referred troubles reported within a calendar month per 100 lines/ circuits in service.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Trouble tickets canceled at the CLEC request.</li> <li>• BST trouble reports associated with administrative service.</li> <li>• Customer provided Equipment (CPE) troubles or CLEC equipment troubles.</li> </ul>	
<b>Business Rules:</b>	
Customer Trouble Report Rate is computed by accumulating the number of maintenance initial and repeated trouble reports during the reporting period. The resulting number of trouble reports are divided by the total "number of service" lines, ports or combination of existing for the CLEC's and BST respectively at the end of the report month.	
<b>Calculation:</b>	
Customer Trouble Report Rate = (Count of Initial and Repeated Trouble Reports in the Current Period) / (Number of Service Access Lines in service at End of the Report Period) X 100	
<b>Report Structure:</b>	
<ul style="list-style-type: none"> <li>• CLEC Specific</li> <li>• CLEC Aggregate</li> <li>• BST Aggregate.</li> </ul>	
<b>Level of Disaggregation:</b>	
<p><b>ISDN Troubles included in Non Design – GA Only</b></p> <ul style="list-style-type: none"> <li>• Product Reporting Levels <ul style="list-style-type: none"> <li>➢ POTS Residence and Business</li> <li>➢ Design</li> <li>➢ PBX, CENTREX, and ISDN</li> <li>➢ UNE 2 Wire Loop (Design and Non – Design)</li> <li>➢ UNE Loop Other (Design and Non – Design)</li> <li>➢ UNE Other (Design and Non – Design)</li> <li>➢ Switching , Local Transport, and Combos (under development)</li> <li>➢ Local Interconnection Trunks</li> </ul> </li> <li>• Dispatch/No Dispatch categories applicable to all product levels</li> <li>• Geographic Scope <ul style="list-style-type: none"> <li>➢ State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA)</li> </ul> </li> </ul>	
<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u></b>	<b><u>DATA RETAINED RELATING TO BST EXPERIENCE</u></b>
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Company Name</li> <li>• Ticket Submission Date &amp; Time (TICKET_ID)</li> <li>• Ticket Completion Date (CMLPTN_DT)</li> <li>• Service Type (CLASS_SVC_DESC)</li> <li>• Disposition and Cause (CAUSE_CD &amp; CAUSE_DESC)</li> <li>• # Service Access Lines in Service at the end of period</li> <li>• Geographic Scope</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• BST Company Code</li> <li>• Ticket Submission Date &amp; Time</li> <li>• Ticket Completion Date</li> <li>• Service Type</li> <li>• Disposition and Cause (Non-Design / Non-Special Only)</li> <li>• Trouble Code (Design and Trunking Services)</li> <li>• # Service Access Lines in Service at the end of period</li> <li>• Geographic Scope</li> </ul>
<p><b>NOTE:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	

MAINTENANCE & REPAIR – (Customer Trouble Report Rate – Continued)

**Retail Analog/Benchmark:**

CLEC Residence-Resale / BST Residence -Retail  
CLEC Business-Resale / BST Business-Retail  
CLEC Design-Resale / BST Design-Retail  
CLEC PBX, Centrex and ISDN Resale/ BST PBX, Centrex, and ISDN Retail  
CLEC Trunking-Resale / BST Trunking-Retail  
UNEs - Retail Analog (under development at this time)

**MAINTENANCE & REPAIR**

<b>Report/Measurement:</b>
Maintenance Average Duration
<b>Definition:</b>
The Average duration of Customer Trouble Reports from the receipt of the Customer Trouble Report to the time the trouble report is cleared.
<b>Exclusions:</b>
<ul style="list-style-type: none"> <li>• Trouble reports canceled at the CLEC request</li> <li>• BST trouble reports associated with administrative service</li> <li>• Customer Provided Equipment (CPE) troubles or CLEC Equipment Troubles.</li> <li>• Trouble reports greater than 10 days</li> </ul>
<b>Business Rules:</b>
For Average Duration the clock starts on the date and time of the receipt of a correct repair request. The clock stops on the date and time the service is restored (when the technician completes the trouble ticket on his/her CAT or work system).
<b>Calculation:</b>
Maintenance Average Duration = $\Sigma(\text{Date and Time of Service Restoration}) - (\text{Date and Time Trouble Ticket was Opened}) / \Sigma(\text{Total Closed Troubles in the reporting period})$
<b>Report Structure:</b>
<ul style="list-style-type: none"> <li>• CLEC Specific</li> <li>• BST Aggregate</li> <li>• CLEC Aggregate</li> </ul>
<b>Level of Disaggregation:</b>
<p><b>ISDN Troubles included in Non Design – GA Only</b></p> <ul style="list-style-type: none"> <li>• Product Reporting Levels <ul style="list-style-type: none"> <li>➢ POTS– Residence and Business</li> <li>➢ Design</li> <li>➢ PBX, CENTREX, and ISDN</li> <li>➢ UNE 2 Wire Loop (Design Non – Design)</li> <li>➢ UNE Loop Other (Design Non – Design)</li> <li>➢ UNE Other (Design Non – Design)</li> <li>➢ Switching, Local Transport and Combos (under development)</li> <li>➢ Local Interconnection Trunks</li> </ul> </li> <li>• Dispatch/No Dispatch categories applicable to all product levels</li> <li>• Geographic Scope <ul style="list-style-type: none"> <li>➢ State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area – MSA)</li> </ul> </li> </ul>

**MAINTENANCE & REPAIR – (Maintenance Average Duration – Continued)**

<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u></b>	<b><u>DATA RETAINED RELATING TO BST EXPERIENCE</u></b>
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Tickets (LINE_NBR)</li> <li>• CLEC Company Name</li> <li>• Ticket Submission Date &amp; Time (TIME_ID)</li> <li>• Ticket Completion Date (CMPLTN_DT)</li> <li>• Service Type (CLASS_SVC_DESC)</li> <li>• Disposition and Cause (CAUSE_CD &amp; CAUSE_DESC)</li> <li>• Geographic Scope</li> </ul> <p><b>NOTE:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Tickets</li> <li>• BST Company Code</li> <li>• Ticket Submission Date</li> <li>• Ticket submission Time</li> <li>• Ticket completion Date</li> <li>• Ticket Completion Time</li> <li>• Total Duration Time</li> <li>• Service Type</li> <li>• Disposition and Cause (Non – Design / Non-Special Only)</li> <li>• Trouble Code (Design and Trunking Services)</li> <li>• Geographic Scope</li> </ul>
<p><b>Retail Analog/Benchmark:</b></p> <ul style="list-style-type: none"> <li>CLEC Residence-Resale / BST Residence-Resale</li> <li>CLEC Business-Resale / BST Business-Retail</li> <li>CLEC Design-Resale / BST Design-Retail</li> <li>CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail</li> <li>CLEC Trunking-Resale /BST Trunking-Retail</li> <li>UNEs - Retail Analog (under development at this time)</li> </ul>	

**MAINTENANCE & REPAIR**

<b>Report/Measurement:</b>	
Percent Repeat Troubles within 30 Days	
<b>Definition:</b>	
Trouble reports on the same line/circuit as a previous trouble report received within 30 calendar days as a percent of total troubles reported.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Trouble Reports canceled at the CLEC request</li> <li>• BST Trouble Reports associated with administrative service</li> <li>• Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles.</li> </ul>	
<b>Business Rules:</b>	
Includes Customer trouble reports received within 30 days of an original Customer trouble report.	
<b>Calculation:</b>	
Percentage of Missed Repair Appointments = (Count of Customer Troubles where more than one trouble report was logged for the same service line within a continuous 30 days) / ( Total Trouble Reports Closed in Reporting Period) X 100	
<b>Report Structure:</b>	
<ul style="list-style-type: none"> <li>• CLEC Specific</li> <li>• CLEC Aggregate</li> <li>• BST Aggregate</li> </ul>	
<b>Level of Disaggregation:</b>	
<p><b>ISDN Troubles included in Non Design – GA Only</b></p> <ul style="list-style-type: none"> <li>• Product Reporting Levels <ul style="list-style-type: none"> <li>➢ POTS Residence and Business</li> <li>➢ Design</li> <li>➢ PBX, CENTREX and ISDN</li> <li>➢ UNE 2 Wire Loop (Design and Non – Design)</li> <li>➢ UNE Loop Other (Design and Non – Design)</li> <li>➢ UNE Other (Design Non – Design)</li> <li>➢ Switching, Local Transport and Combos (under development)</li> <li>➢ Local Interconnection Trunks</li> </ul> </li> <li>• Dispatch/No Dispatch categories applicable to all product levels</li> <li>• Geographic Scope <ul style="list-style-type: none"> <li>➢ State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA)</li> </ul> </li> </ul>	
<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u></b>	<b><u>DATA RETAINED RELATING TO BST EXPERIENCE</u></b>
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Tickets (LINE_NBR)</li> <li>• CLEC Company Name</li> <li>• Ticket Submission Date &amp; Time (TICKET_ID)</li> <li>• Ticket Completion Date (CMPLTN_DT)</li> <li>• Total and Percent Repeat Trouble Reports within 30 Days (TOT_REPEAT)</li> <li>• Service Type</li> <li>• Disposition and Cause (CAUSE_CD &amp; CAUSE_DESC)</li> <li>• Geographic Scope</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Tickets</li> <li>• BST Company Code</li> <li>• Ticket Submission Date</li> <li>• Ticket Submission Time</li> <li>• Ticket Completion Date</li> <li>• Ticket Completion Time</li> <li>• Total and Percent Repeat Trouble Reports within 30 Days</li> <li>• Service Type</li> <li>• Disposition and Cause (Non – Design/ Non-Special only)</li> <li>• Trouble Code (Design and Trunking Services)</li> <li>• Geographic Scope</li> </ul>
<p><b>NOTE:</b> Code parentheses is the corresponding header format found in the raw data file.</p>	

**MAINTENANCE & REPAIR – (Percent Repeat Troubles within 30 Days - Continued)**

**Retail Analog/Benchmark:**

CLEC Residence-Resale / BST Residence-Retail  
CLEC Business- Resale / BST Business-Retail  
CLEC Design-Resale / BST Design-Retail  
CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail  
CLEC Trunking-Resale / BST Trunking-Retail  
UNEs - Retail Analog (under development at this time)

**MANTENANCE & REPAIR**

<b>Report/Measurement:</b>	
Out of Service (OOS) > 24 Hours	
<b>Definition:</b>	
For Out of Service Troubles (no dial tone, cannot be called or cannot call out) the percentage of troubles cleared in excess of 24 hours. (All design services are considered to be out of service.)	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Trouble Reports canceled at the CLEC request</li> <li>• BST Trouble Reports associated with administrative service</li> <li>• Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles.</li> </ul>	
<b>Business Rules:</b>	
Customer Trouble reports that are out of service and cleared in excess of 24 hours. The clock begins when the trouble report is created in LMOS and the trouble is counted if the time exceeds 24 hours.	
<b>Calculation:</b>	
Out of Service (OOS) > 24 hours = ( Total Troubles OOS > 24 Hours) / Total OOS Troubles in Reporting Period) X 100	
<b>Report Structure:</b>	
<ul style="list-style-type: none"> <li>• CLEC Specific</li> <li>• BST Aggregate</li> <li>• CLEC Aggregate.</li> </ul>	
<b>Level of Disaggregation:</b>	
<p><b>ISDN Troubles included in Non Design – GA Only</b></p> <ul style="list-style-type: none"> <li>• Product Reporting Levels <ul style="list-style-type: none"> <li>➢ POTS Residence and Business</li> <li>➢ Design</li> <li>➢ PBX and CENTREX and ISDN</li> <li>➢ UNE 2 Wire Loop (Design and Non – Design)</li> <li>➢ UNE Loop Other (Design and Non – Design)</li> <li>➢ UNE Other (Design and Non – Design)</li> <li>➢ Switching, Local Transport and Combos (under development)</li> <li>➢ Local Interconnection Trunks</li> </ul> </li> <li>• Dispatch/No Dispatch categories applicable to all product levels</li> <li>• Geographic Scope <ul style="list-style-type: none"> <li>➢ State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA)</li> </ul> </li> </ul>	
<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u></b>	<b><u>DATA RETAINED RELATING TO BST EXPERIENCE</u></b>
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Tickets</li> <li>• CLEC Company Name</li> <li>• Ticket Submission Date &amp; Time (TICKET_ID)</li> <li>• Ticket Completion Date (CMPLTN_DT)</li> <li>• Percentage of Customer Troubles out of Service &gt; 24 Hours (OOS&gt;24_FLAG)</li> <li>• Service type (CLASS_SVC_DESC)</li> <li>• Disposition and Cause (CAUSE_CD &amp; CAUSE-DESC)</li> <li>• Geographic Scope</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Tickets</li> <li>• BST Company Code</li> <li>• Ticket Submission Date</li> <li>• Ticket Submission time</li> <li>• Ticket Completion Date</li> <li>• Ticket Completion Time</li> <li>• Percent of Customer Troubles out of Service &gt; 24 Hours</li> <li>• Service type</li> <li>• Disposition and Cause (Non – Design/ Non-Special only)</li> <li>• Trouble Code (Design and Trunking Services)</li> <li>• Geographic Scope</li> </ul>
<p><b>NOTE:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	

MANTENANCE & REPAIR – (Out of Service (OOS) > 24 Hours – Continued)

**Retail Analog/Benchmark:**

- CLEC Residence-Resale / BST Residence- Retail
- CLEC Business- Resale / BST Business-Retail
- CLEC Design-Resale / BST Design-Retail
- CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail
- CLEC Trunking-Resale /BST Trunking- Retail
- UNEs Retail Analog (under development at this time.)



**MAINTENANCE & REPAIR**

<b>Report/Measurement:</b>	
OSS Interface Availability	
<b>Definition:</b>	
The percentage of time the OSS Interface is functionally available compared to scheduled availability. Availability percentage for the CLEC and BST interface systems and for the legacy systems accessed by them are captured.	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
This measure is designed to compare the OSS availability versus scheduled availability of BST's legacy systems.	
<b>Calculation:</b>	
OSS Interface Availability = (Actual System Functional Availability) / (Actual planned System Availability) X 100	
<b>Report Structure:</b>	
<ul style="list-style-type: none"> <li>• CLEC Aggregate</li> <li>• BST Aggregate</li> <li>• BST/CLEC</li> </ul>	
<b>Level of Disaggregation:</b>	
Region	
<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u></b>	<b><u>DATA RETAINED RELATING TO BST EXPERIENCE</u></b>
<ul style="list-style-type: none"> <li>• Availability of CLEC TAFI</li> <li>• Availability of LMOS HOST, MARCH and SOCS</li> <li>• CRIS, PREDICTOR, LNP, and OSPCM (under development at this time)</li> </ul>	<ul style="list-style-type: none"> <li>• Availability of BST TAFI</li> <li>• Availability of LMOS HOST, MARCH and SOCS</li> </ul>
<b>Retail Analog/Benchmark:</b>	
Parity by design; Retail Analog	

**MAINTENANCE & REPAIR**

<b>Report/Measurement:</b>	
OSS Response Interval and Percentages	
<b>Definition:</b>	
The response intervals are determined by subtracting the time a request is received on the BST side of the interface until the response is received from the legacy system. Percentages of requests falling into each interval category are reported, along with the actual number of requests falling into those categories.	
<b>Exclusions:</b>	
Queries received during scheduled system maintenance time.	
<b>Business Rules:</b>	
This measure is designed to monitor the time required for the CLEC and BST interface system to obtain from BST's legacy systems the information required to handle maintenance and repair functions. The clock starts on the date and time when the request is received and the clock stops when the response has been transmitted through that same point to the requester.	
<b>Calculation:</b>	
OSS Response Interval = (Query Response Date and Time for Category "X") - (Query Request Date and Time for Category "X") / (Number of Queries Submitted in the Reporting Period) where, "X" is 0-4, $\geq 4$ to 10, $\geq 10$ , $\geq 30$ seconds.	
<b>Report Structure:</b>	
<ul style="list-style-type: none"> <li>• CLEC</li> <li>• BST Residence</li> <li>• BST Business (BST Total is under development at this time) by interface for each legacy system and function as appropriate.</li> </ul>	
<b>Level of Disaggregation:</b>	
Region	
<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u></b>	<b><u>DATA RETAINED RELATING TO BST EXPERIENCE</u></b>
<ul style="list-style-type: none"> <li>• CLEC Transaction Intervals</li> </ul>	<ul style="list-style-type: none"> <li>• BST Business and Residence transaction Intervals</li> </ul>
<b>Retail Analog/Benchmark:</b>	
Retail Analog Audit Verification	

**MAINTENANCE & REPAIR**

<b>Report/Measurement:</b>	
Average Answer Time – Repair Centers	
<b>Definition:</b>	
This measure demonstrates an average response time for the CLEC representative to contact a BST representative. The average time a CLEC Rep is in queue waiting for the LCSC or UNE Center Rep to answer.	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
This measure is designed to measure the time required for CLEC & BST from the time of the ACD choice to the time of being answered. The clock starts when the CLEC Rep makes a choice to be put in queue for the next repair attendant and the clock stops when the repair attendant answers the call.	
<b>Level of Disaggregation:</b>	
Region. CLEC/BST Service Centers and BST Repair Centers are regional.	
<b>Calculation:</b>	
Average Answer Time for BST's Repair Centers = (Time BST Repair Attendant Answers Call) – (Time of entry into queue until ACD Selection) / (Total number of calls by reporting period)	
<b>Report Structure:</b>	
<ul style="list-style-type: none"> <li>• CLEC Aggregate</li> <li>• BST/CLEC Aggregate</li> </ul>	
<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u></b>	<b><u>DATA RETAINED RELATING TO BST EXPERIENCE</u></b>
<ul style="list-style-type: none"> <li>• CLEC Average Answer Time</li> </ul>	<ul style="list-style-type: none"> <li>• BST Average Answer Time</li> </ul>
<b>Retail Analog/Benchmark:</b>	
Retail Analog Audit Verification	

**BILLING**

<b>Report/Measurement:</b>	
Invoice Accuracy	
<b>Definition:</b>	
This measure provides the percentage accuracy of the billing invoices rendered to CLECs during the current month.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>Adjustments not related to billing errors (e.g., credits for service outage, special promotion credits, adjustments to satisfy the customer).</li> </ul>	
<b>Business Rules:</b>	
The accuracy of billing invoices delivered by BST to the CLEC must enable them to provide a degree of billing accuracy comparative to BST bills rendered to retail customers BST CLECs request adjustments on bills determined to be incorrect. The BellSouth Billing verification process includes manually analyzing a sample of local bills from each bill period. This bill verification process draws from a mix of different customer billing options and types of service. An end-to-end process is performed for new products and services. Internal measurements and controls are maintained on all billing processes.	
<b>Calculation:</b>	
$\text{Invoice Accuracy} = \frac{(\text{Total Billed Revenues during current month}) - (\text{Billing Related Adjustments during current month})}{\text{Total Billed Revenues during current month}} \times 100$	
<b>Report Structure:</b>	
<ul style="list-style-type: none"> <li>CLEC Specific</li> <li>CLEC Aggregate</li> <li>BST Aggregate</li> </ul>	
<b>Level of Disaggregation :</b>	
<ul style="list-style-type: none"> <li>Product / Invoice Type <ul style="list-style-type: none"> <li>Resale</li> <li>UNE</li> <li>Interconnection</li> </ul> </li> <li>Geographic Scope <ul style="list-style-type: none"> <li>Region</li> </ul> </li> </ul>	
<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u></b>	<b><u>DATA RETAINED RELATING TO BST PERFORMANCE:</u></b>
<ul style="list-style-type: none"> <li>Report Month</li> <li>Invoice Type <ul style="list-style-type: none"> <li>&gt;</li> </ul> </li> <li>Total Billed Revenue</li> <li>Billing Related Adjustments</li> </ul>	<ul style="list-style-type: none"> <li>Report Month</li> <li>Invoice Type <ul style="list-style-type: none"> <li>&gt; CRIS</li> <li>&gt; CABS</li> </ul> </li> <li>Total Billed Revenue</li> <li>Billing Related Adjustments</li> </ul>
<b>Retail Analog/Benchmark</b>	
Retail Analog	

**BILLING**

<b>Report/Measurement:</b>	
Mean Time to Deliver Invoices	
<b>Definition:</b>	
This measure provides the mean interval for billing invoices	
<b>Exclusions:</b>	
Any invoices rejected due to formatting or content errors.	
<b>Business Rules:</b>	
Measures the mean interval for timeliness of billing records delivered to CLECs in an agreed upon format. CRIS-based invoices are measured in business days, and CABS-based invoices in calendar days.	
<b>Calculation:</b>	
$\text{Mean Time To Deliver Invoices} = \frac{\sum [(\text{Invoice Transmission Date}) - (\text{Close Date of Scheduled Bill Cycle})]}{(\text{Count of Invoices Transmitted in Reporting Period})}$	
<b>Report Structure:</b>	
<ul style="list-style-type: none"> <li>• CLEC Specific</li> <li>• CLEC Aggregate</li> <li>• BST Aggregate</li> </ul>	
<b>Level of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Product / Invoice Type <ul style="list-style-type: none"> <li>&gt; Resale</li> <li>&gt; UNE</li> <li>&gt; Interconnection</li> </ul> </li> <li>• Geographic Scope <ul style="list-style-type: none"> <li>&gt; Region</li> </ul> </li> </ul>	
<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u></b>	<b><u>DATA RETAINED RELATING TO BST PERFORMANCE:</u></b>
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Invoice Type <ul style="list-style-type: none"> <li>&gt;</li> </ul> </li> <li>• Invoice Transmission Count</li> <li>• Date of Scheduled Bill Close</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Invoice Type <ul style="list-style-type: none"> <li>&gt; CRIS</li> <li>&gt; CABS</li> </ul> </li> <li>• Invoice Transmission Count</li> <li>• Date of Scheduled Bill Close</li> </ul>
<b>Retail Analog/Benchmark:</b>	
<p>CRIS-based invoices will be released for delivery within six (6) business days  CABS-based invoices will be released for delivery within eight (8) calendar days.</p>	

**BILLING**

<b>Report/Measurement:</b>	
Usage Data Delivery Accuracy	
<b>Definition:</b>	
This measurement captures the percentage of recorded usage and recorded usage data packets transmitted error free and in an agreed upon format to the appropriate CLEC, as well as a parity measurement against BST Data Packet Transmission.	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
The accuracy of usage records delivered by BST to the CLEC must provide CLECs with the opportunity to deliver bills at least as accurate as those delivered by BST.	
<b>Calculations:</b>	
Usage Data Delivery Accuracy = $\Sigma [(Total\ number\ of\ usage\ data\ packs\ sent\ during\ current\ month) - (Total\ number\ of\ usage\ data\ packs\ requiring\ retransmission\ during\ current\ month)] / (Total\ number\ of\ usage\ data\ packs\ sent\ during\ current\ month) \times 100$	
<b>Report Structure:</b>	
<ul style="list-style-type: none"> <li>• CLEC Specific</li> <li>• CLEC Aggregate</li> <li>• BST Aggregate</li> </ul>	
<b>Level of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Product / Invoice Type <ul style="list-style-type: none"> <li>&gt; Resale</li> <li>&gt; UNE</li> <li>&gt; Interconnection</li> </ul> </li> <li>• Geographic Scope <ul style="list-style-type: none"> <li>&gt; Region</li> </ul> </li> </ul>	
<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u></b>	<b><u>DATA RETAINED RELATING TO BST PERFORMANCE:</u></b>
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Record Type <ul style="list-style-type: none"> <li>&gt; BellSouth Recorded</li> <li>&gt; Non BellSouth Recorded</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Record Type</li> </ul>
<b>Retail Analog/Benchmark:</b>	
Retail Analog	

**BILLING**

<b>Report/Measurement:</b>	
Usage Data Delivery Completeness	
<b>Definition:</b>	
This measurement provides percentage of complete and accurately recorded usage data (usage recorded by BellSouth and usage recorded by other companies and sent to BST for billing) that is processed and transmitted to the CLEC within thirty (30) days of the message recording date. A parity measure is also provided showing completeness of BST messages processed and transmitted via CMDS. BellSouth delivers its own retail usage from recording location to billing location via CMDS as well as delivering billing data to other companies. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
The purpose of these measurements is to demonstrate the level of quality of usage data delivered to the appropriate CLEC. Method of delivery is at the option of the CLEC.	
<b>Calculation:</b>	
Usage Data Delivery Completeness = $\frac{\Sigma(\text{Total number of Recorded usage records delivered during the current month that are within thirty (30) days of the message recording date})}{\Sigma(\text{Total number of Recorded usage records delivered during the current month})} \times 100$	
<b><u>REPORT STRUCTURE</u></b>	
<ul style="list-style-type: none"> <li>• CLEC Specific</li> <li>• CLEC Aggregate</li> <li>• BST Aggregate</li> </ul>	
<b>Level of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>➢ <ul style="list-style-type: none"> <li>• Geographic Scope <ul style="list-style-type: none"> <li>➢ Region</li> </ul> </li> </ul> </li> </ul>	
<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u></b>	<b><u>DATA RETAINED RELATING TO BST PERFORMANCE:</u></b>
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Record Type <ul style="list-style-type: none"> <li>➢ BellSouth Recorded</li> <li>➢ Non BellSouth Recorded</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Report Monthly</li> <li>• Record Type</li> </ul>
<b>Retail Analog/Benchmark:</b>	
Retail Analog	

**BILLING**

<b>Report/Measurement:</b>	
Usage Data Delivery Timeliness	
<b>Definition:</b>	
This measurement provides percentage of recorded usage data (usage recorded by BST and usage recorded by other companies and sent to BST for billing) that is delivered to the appropriate CLEC within six (6) calendar days from the receipt of the initial recording. A parity measure is also provided showing timeliness of BST messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
The purpose of this measurement is to demonstrate the level of timeliness for processing and transmission of usage data delivered to the appropriate CLEC. The usage data will be mechanically transmitted or mailed to the CLEC data processing center once daily. The Timeliness interval of usage recorded by other companies is measured from the date BST receives the records to the date BST distributes to the CLEC. Method of delivery is at the option of the CLEC.	
<b>Calculation:</b>	
Usage Data Delivery Timeliness = $\Sigma$ (Total number of usage records sent within six (6) calendar days from initial recording/receipt) / $\Sigma$ (Total number of usage records sent) X 100	
<b>Report Structure:</b>	
<ul style="list-style-type: none"> <li>• CLEC Aggregate</li> <li>• CLEC Specific</li> <li>• BST Aggregate</li> </ul>	
<b>Level of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>•</li> <li>• Geographic Scope <ul style="list-style-type: none"> <li>➢ Region</li> </ul> </li> </ul>	
<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u></b>	<b><u>DATA RETAINED RELATING TO BST PERFORMANCE:</u></b>
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Record Type <ul style="list-style-type: none"> <li>➢ BellSouth Recorded</li> <li>➢ Non-BellSouth Recorded</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Report Monthly</li> <li>• Record Type</li> </ul>
<b>Retail Analog/Benchmark:</b>	
Retail Analog	



**BILLING**

<b>Report/Measurement:</b>	
Mean Time to Deliver Usage	
<b>Definition:</b>	
This measurement provides the average time it takes to deliver Usage Records to a CLEC. A parity measure is also provided showing timeliness of BST messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
The purpose of this measurement is to demonstrate the average number of days it takes to deliver Usage data to the appropriate CLEC. Usage data is mechanically transmitted or mailed to the CLEC data processing center once daily. Method of delivery is at the option of the CLEC.	
<b>Calculation:</b>	
Mean Time to Deliver Usage = $\Sigma$ (Record volume X estimated number of days to deliver the Usage Record) / total record volume	
<b>Report Structure:</b>	
<ul style="list-style-type: none"> <li>• CLEC Aggregate</li> <li>• CLEC Specific</li> <li>• BST Aggregate</li> </ul>	
<b>Level of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>•</li> <li>• Geographic Scope <ul style="list-style-type: none"> <li>&gt; Region</li> </ul> </li> </ul>	
<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u></b>	<b><u>DATA RETAINED RELATING TO BST PERFORMANCE:</u></b>
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Record Type <ul style="list-style-type: none"> <li>&gt; BellSouth Recorded</li> <li>&gt; Non-BellSouth Recorded</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Report Monthly</li> <li>• Record Type</li> </ul>
<b>Retail Analog/Benchmark:</b>	
Retail Analog	

**OPERATOR SERVICES AND DIRECTORY ASSISTANCE**

<b>Report/Measurement:</b>
Speed to Answer Performance/Average Speed to Answer – Toll
<b>Definition:</b>
Measurement of the average time in seconds calls wait before answered by a toll operator.
<b>Exclusions:</b>
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within “X” seconds is determined.
<b>Business Rules:</b>
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
<b>Calculation:</b>
The Average Speed to Answer for toll is calculated by using data from monthly system measurement reports taken from the centralized call routing switches. The “total call waiting seconds” is a sub-component of this measure which BST systems calculate by monitoring the number of calls in queue throughout the day multiplied by the time (in seconds) between monitoring events. The “total calls served” is the other sub-component of this measure, which BST systems record as the total number of calls handled by Operator Services toll centers. Since calls abandoned are not reflected in the calculation, the percent answered within the required timeframe is determined by using conversion tables with input for the abandonment rate.
<b>Report Structure:</b>
Reported for the aggregate of BST and CLECs
<ul style="list-style-type: none"> <li>• State</li> </ul>
<b>Level of Disaggregation:</b>
None
<b><u>DATA RETAINED (ON AGGREGATE BASIS)</u></b>
For the items below, BST’s Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP.
<ul style="list-style-type: none"> <li>• Month</li> <li>• Call Type (Toll)</li> <li>• Average Speed of Answer</li> </ul>
<b>Retail Analog/Benchmark</b>
Parity by Design

**OPERATOR SERVICES AND DIRECTORY ASSISTANCE**

<b>Report/Measurement:</b>
Speed to Answer Performance/Percent Answered within "X" Seconds – Toll
<b>Definition:</b>
Measurement of the percent of toll calls that are answered in less than "X" seconds. The number of seconds represented by "X" is thirty, except where a different regulatory benchmark has been set against the Average Speed to Answer by a State Commission.
<b>Exclusions:</b>
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.
<b>Business Rules:</b>
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
<b>Calculation:</b>
The Percent Answered within "X" Seconds measurement for toll is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within "X" seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.
<b>Report Structure:</b>
Reported for the aggregate of BST and CLECs
<ul style="list-style-type: none"> <li>• State</li> </ul>
<b>Level of Disaggregation:</b>
None
<b>DATA RETAINED (ON AGGREGATE BASIS)</b>
For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP.
<ul style="list-style-type: none"> <li>• Month</li> <li>• Call Type (Toll)</li> <li>• Average Speed of Answer</li> </ul>
<b>Retail Analog/Benchmark</b>
Parity by Design

**OPERATOR SERVICES AND DIRECTORY ASSISTANCE**

<b>Report/Measurement:</b>
Speed to Answer Performance/Average Speed to Answer – Directory Assistance (DA)
<b>Definition:</b>
Measurement of the average time in seconds calls wait before answer by a DA operator.
<b>Exclusions:</b>
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within “X” seconds is determined.
<b>Business Rules:</b>
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
<b>Calculation:</b>
The Average Speed to Answer for DA is calculated by using data from monthly system measurement reports taken from the centralized call routing switches. The “total call waiting seconds” is a sub-component of this measure which BST systems calculate by monitoring the number of calls in queue throughout the day multiplied by the time (in seconds) between monitoring events. The “total calls served” is the other sub-component of this measure, which BST systems record as the total number of calls handled by Operator Services DA centers. Since calls abandoned are not reflected in the calculation, the percent answered within the required timeframe is determined by using conversion tables with input for the abandonment rate.
<b>Report Structure:</b>
Reported for the aggregate of BST and CLECs
<ul style="list-style-type: none"> <li>• State</li> </ul>
<b>Level of Disaggregation:</b>
None
<b><u>DATA RETAINED (ON AGGREGATE BASIS)</u></b>
For the items below, BST’s Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP.
<ul style="list-style-type: none"> <li>• Month</li> <li>• Call Type (DA)</li> <li>• Average Speed of Answer</li> </ul>
<b>Retail Analog/Benchmark</b>
Parity by Design

**OPERATOR SERVICES AND DIRECTORY ASSISTANCE**

<b>Report/Measurement:</b>
Speed to Answer Performance/Percent Answered within "X" Seconds – Directory Assistance (DA)
<b>Definition:</b>
Measurement of the percent of DA calls that are answered in less than "X" seconds. The number of seconds represented by "X" is twenty, except where a different regulatory benchmark has been set against the Average Speed to Answer by a State Commission.
<b>Exclusions:</b>
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.
<b>Business Rules:</b>
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
<b>Calculation:</b>
The Percent Answered within "X" Seconds measurement for DA is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within "X" seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.
<b>Report Structure:</b>
Reported for the aggregate of BST and CLECs
<ul style="list-style-type: none"> <li>• State</li> </ul>
<b>Level of Disaggregation:</b>
None
<b><u>DATA RETAINED (ON AGGREGATE BASIS)</u></b>
For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP.
<ul style="list-style-type: none"> <li>• Month</li> <li>• Call Type (DA)</li> <li>• Average Speed of Answer</li> </ul>
<b>Retail Analog/Benchmark</b>
Parity by Design

E911

<b>Report/Measurement:</b>
E911/Timeliness
<b>Definition:</b>
Measures the percentage of batch orders for E911 database updates (to CLEC resale and BST retail records) processed successfully within a 24-hour period.
<b>Exclusions:</b>
<ul style="list-style-type: none"> <li>• Any resale order canceled by a CLEC</li> <li>• Facilities-based CLEC orders</li> </ul>
<b>Business Rules:</b>
The 24-hour processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Mechanical processing starts when SCC (BST's E911 vendor) receives E911 files containing batch orders extracted from BST's Service Order Communication System (SOCS). Processing stops when SCC loads the individual records to the E911 database. No distinctions are made between CLEC resale records and BST retail records.
<b>Calculation:</b>
$E911 \text{ Timeliness} = \Sigma (\text{Number of batch orders processed within 24 hours} \div \text{Total number of batch orders submitted}) \times 100$
<b>Report Structure:</b>
Reported for the aggregate of CLEC resale updates and BST retail updates <ul style="list-style-type: none"> <li>• State</li> <li>• Region</li> </ul>
<b>Levels of Disaggregation:</b>
None
<b>DATA RETAINED</b>
<ul style="list-style-type: none"> <li>• Report month</li> <li>• Aggregate data</li> </ul>
<b>Retail Analog/Benchmark</b>
Parity by Design

E911

<b>Report/Measurement:</b>
E911/Accuracy
<b>Definition:</b>
Measures the individual E911 telephone number (TN) record updates (to CLEC resale and BST retail records) processed successfully for E911 with no errors.
<b>Exclusions:</b>
<ul style="list-style-type: none"> <li>• Any resale order canceled by a CLEC</li> <li>• Facilities-based CLEC orders</li> </ul>
<b>Business Rules:</b>
Accuracy is based on the number of records processed without error at the conclusion of the processing cycle. Mechanical processing starts when SCC (BST's E911 vendor) receives E911 files containing telephone number (TN) records extracted from BST's Service Order Communication System (SOCS). No distinctions are made between CLEC resale records and BST retail records.
<b>Calculation:</b>
$E911 \text{ Accuracy} = \frac{\Sigma(\text{Number of record individual updates processed with no errors}}{\text{Total number of individual record updates}} \times 100$
<b>Report Structure:</b>
Reported for the aggregate of CLEC resale updates and BST retail updates <ul style="list-style-type: none"> <li>• State</li> <li>• Region</li> </ul>
<b>Level of Disaggregation:</b>
None
<b>DATA RETAINED</b>
<ul style="list-style-type: none"> <li>• Report month</li> <li>• Aggregate data</li> </ul>
<b>Retail Analog/Benchmark</b>
Parity by Design

**E911**

<b>Report/Measurement:</b>
E911/Mean Interval
<b>Definition:</b>
Measures the mean interval processing of E911 batch orders (to update CLEC resale and BST retail records).
<b>Exclusions:</b>
<ul style="list-style-type: none"> <li>• Any resale order canceled by a CLEC</li> <li>• Facilities-based CLEC orders</li> </ul>
<b>Business Rules:</b>
The processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Data is posted in 4-hour increments up to and beyond 24 hours. No distinctions are made between CLEC resale records and BST retail records.
<b>Calculation:</b>
$E911 \text{ Mean Interval} = \frac{\sum (\text{Date and time of batch order completion} - \text{Date and time of batch order submission})}{\text{Number of batch orders completed}}$
<b>Report Structure:</b>
Reported for the aggregate of CLEC resale updates and BST retail updates
<ul style="list-style-type: none"> <li>• State</li> <li>• Region</li> </ul>
<b>Level of Disaggregation:</b>
None
<b>DATA RETAINED (ON AGGREGATE BASIS)</b>
<ul style="list-style-type: none"> <li>• Report month</li> <li>• Aggregate data</li> </ul>
<b>Retail Analog/Benchmark</b>
Parity by Design



**TRUNK GROUP PERFORMANCE**

<b>Report/Measurement:</b>	
Trunk Group Service Report	
<b>Definition:</b>	
A report of the percent blocking above the Measured Blocking Threshold (MBT) on all final trunk groups between CLEC Points of Termination and BST end offices or tandems.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Trunk groups for which valid traffic data is not available</li> <li>• High use trunk groups</li> </ul>	
<b>Business Rules:</b>	
Traffic trunking data measurements are validated and processed by the Total Network Data System/Trunking (TNDS/TK), a Telcordia (BellCore) supported application, on an hourly basis for Average Business Days (Monday through Friday). The traffic load sets, including offered load and observed blocking ratio (calls blocked divided by calls attempted), are averaged for a 20 day period, and the busy hour is selected. The busy hour average data for each trunk group is captured for reporting purposes. Although all trunk groups are available for reporting, the report highlight those trunk groups with blocking greater than the Measured Blocking Threshold (MBT) and the number of consecutive monthly reports that the trunk group blocking has exceeded the MBT. The MBT for CTTG is 2% and the MBT for all other trunk groups is 3%.	
<b>Calculation:</b>	
Measured blocking = (Total number of blocked calls) / (Total number of attempted calls) X 100	
<b>Report Structure:</b>	
<ul style="list-style-type: none"> <li>• BST Aggregate <ul style="list-style-type: none"> <li>➢ CTTG</li> <li>➢ Local</li> </ul> </li> <li>• CLEC Aggregate <ul style="list-style-type: none"> <li>➢ BST Administered CLEC Trunk</li> <li>➢ CLEC Administered CLEC Trunk</li> </ul> </li> <li>• CLEC Specific <ul style="list-style-type: none"> <li>➢ BST Administered CLEC Trunk</li> <li>➢ CLEC Administered CLEC Trunk</li> </ul> </li> </ul>	
<b>Level of Disaggregation:</b>	
State	
<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u></b>	<b><u>DATA RETAINED RELATING TO BST EXPERIENCE</u></b>
<ul style="list-style-type: none"> <li>• Report month</li> <li>• Total trunk groups</li> <li>• Total trunk groups for which data is available</li> <li>• Trunk groups with blocking greater than the MBT</li> <li>• Percent of trunk groups with blocking greater than the MBT</li> </ul>	<ul style="list-style-type: none"> <li>• Report month</li> <li>• Total trunk groups</li> <li>• Total trunk groups for which data is available</li> <li>• Trunk groups with blocking greater than the MBT</li> <li>• Percent of trunk groups with blocking greater than the MBT</li> </ul>
<b>Retail Analog/Benchmark:</b>	
Retail Analog	

**TRUNK GROUP PERFORMANCE**

<b>Report/Measurement:</b>	
Trunk Group Service Detail	
<b>Definition:</b>	
A detailed list of all final trunk groups between CLEC Points of Presence and BST end offices or tandems, and the actual blocking performance when the blocking exceeds the Measured Blocking Threshold (MBT) for the trunk groups.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Trunk groups for which valid traffic data is not available</li> <li>• High use trunk groups</li> </ul>	
<b>Business Rules:</b>	
Traffic trunking data measurements are validated and processed by the Total Network Data System/Trunking (TNDSTK), a Telcordia (Bellcore) supported application, on an hourly basis for Average Business Days (Monday through Friday). The traffic load sets, including offered load and observed blocking ratio (calls blocked divided by calls attempted), are averaged for a 20 day period, and the busy hour is selected. The busy hour average data for each trunk group is captured for reporting purposes. Although all trunk groups are available for reporting, the report highlight those trunk groups with blocking greater than the Measured Blocking Threshold (MBT) and the number of consecutive monthly reports that the trunk group blocking has exceeded the MBT. The MBT for CTTG is 2% and the MBT for all other trunk groups is 3%.	
<b>Calculation:</b>	
Measured Blocking = (Total number of blocked calls) / (Total number of attempted calls) X 100	
<b>Report Structure:</b>	
<ul style="list-style-type: none"> <li>• BST Specific <ul style="list-style-type: none"> <li>➢ Traffic Identity</li> <li>➢ TGSN</li> <li>➢ Tandem</li> <li>➢ End Office</li> <li>➢ Description</li> <li>➢ Observed Blocking</li> <li>➢ Busy Hour</li> <li>➢ Number Trunks</li> <li>➢ Valid study days</li> <li>➢ Number reports</li> <li>➢ Remarks</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• CLEC Specific <ul style="list-style-type: none"> <li>➢ Traffic Identity</li> <li>➢ TGSN</li> <li>➢ Tandem</li> <li>➢ CLEC POT</li> <li>➢ Description</li> <li>➢ Observed Blocking</li> <li>➢ Busy Hour</li> <li>➢ Number Trunks</li> <li>➢ Valid study days</li> <li>➢ Number reports</li> <li>➢ Remarks</li> </ul> </li> </ul>
<b>Level of Disaggregation:</b>	
State	
<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u></b>	<b><u>DATA RETAINED RELATING TO BST EXPERIENCE</u></b>
<ul style="list-style-type: none"> <li>• Report month</li> <li>• Total trunk groups</li> <li>• Total trunk groups for which data is available</li> <li>• Trunk groups with blocking greater than the MBT</li> <li>• Percent of trunk groups with blocking greater than the MBT</li> <li>• Traffic identity, TGSN, end points, description, busy hour, valid study days, number reports</li> </ul>	<ul style="list-style-type: none"> <li>• Report month</li> <li>• Total trunk groups</li> <li>• Total trunk groups for which data is available</li> <li>• Trunk groups with blocking greater than the MBT</li> <li>• Percent of trunk groups with blocking greater than the MBT</li> <li>• Traffic identity, TGSN, end points, description, busy hour, valid study days, number reports</li> </ul>
<b>Retail Analog/Benchmark:</b>	
Retail Analog	

**COLLOCATION**

<b>Report/Measurement:</b>
Collocation/Average Response Time
<b>Definition:</b>
Measures the average time (counted in business days) from the receipt of a complete and accurate collocation application (including receipt of application fees) to the date BellSouth responds in writing.
<b>Exclusions:</b>
<ul style="list-style-type: none"> <li>• Requests to augment previously completed arrangements</li> <li>• Any application cancelled by the CLEC</li> </ul>
<b>Business Rules:</b>
The clock starts on the date that BST receives a complete and accurate collocation application accompanied by the appropriate application fee. The clock stops on the date that BST returns a response. The clock will restart upon receipt of changes to the original application request.
<b>Calculation:</b>
Average Response Time = $\Sigma(\text{Request Response Date}) - (\text{Request Submission Date}) / \text{Count of Responses Returned within Reporting Period}$ .
<b>Report Structure:</b>
<ul style="list-style-type: none"> <li>• Individual CLEC (alias) aggregate</li> <li>• Aggregate of all CLECs</li> </ul>
<b>Level of Disaggregation:</b>
<ul style="list-style-type: none"> <li>• State, Region and further geographic disaggregation as required by State Commission Order</li> <li>• Virtual</li> <li>• Physical</li> </ul>
<b><u>DATA RETAINED:</u></b>
<ul style="list-style-type: none"> <li>• Report period</li> <li>• Aggregate data</li> </ul>
<b>Retail Analog/Benchmark:</b>
Under development

**COLLOCATION**

<b>Report/Measurement:</b>
Collocation/Average Arrangement Time
<b>Definition:</b>
Measures the average time (counted in business days) from the receipt of a complete and accurate Bona Fide firm order (including receipt of appropriate fee) to the date BST completes the collocation arrangement.
<b>Exclusions:</b>
<ul style="list-style-type: none"> <li>• Any Bona Fide firm order cancelled by the CLEC</li> <li>• Bona Fide firm orders to augment previously completed arrangements</li> <li>• Time for BST to obtain permits</li> <li>• Time during which the collocation contract is being negotiated</li> </ul>
<b>Business Rules:</b>
The clock starts on the date that BST receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee. The clock stops upon submission of the permit request and restarts upon receipt of the approved permit. Changes (affecting the provisioning interval or capital expenditures) that are submitted while provisioning is in progress may alter the completion date. The clock stops on the date that BST completes the collocation arrangement.
<b>Calculation:</b>
Average Arrangement Time = $\Sigma(\text{Date Collocation Arrangement is Complete}) - (\text{Date Order for Collocation Arrangement Submitted}) / \text{Total Number of Collocation Arrangements Completed during Reporting Period.}$
<b>Report Structure:</b>
<ul style="list-style-type: none"> <li>• Individual CLEC (alias) aggregate</li> <li>• Aggregate of all CLECs</li> </ul>
<b>Level of Disaggregation:</b>
<ul style="list-style-type: none"> <li>• State, Region and further geographic disaggregation as required by State Commission Order</li> <li>• Virtual</li> <li>• Physical</li> </ul>
<b>DATA RETAINED:</b>
<ul style="list-style-type: none"> <li>• Report period</li> <li>• Aggregate data</li> </ul>
<b>Retail Analog/Benchmark:</b>
Under development

**COLLOCATION**

<b>Report/Measurement:</b>
Collocation/Percent of Due Dates Missed
<b>Definition:</b>
Measures the percent of missed due dates for collocation arrangements.
<b>Exclusions:</b>
<ul style="list-style-type: none"> <li>• Any Bona Fide firm order cancelled by the CLEC</li> <li>• Bona Fide firm orders to augment previously completed arrangements</li> <li>• Time for BST to obtain permits</li> <li>• Time during which the collocation contract is being negotiated</li> </ul>
<b>Business Rules:</b>
The clock starts on the date that BST receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee. The clock stops on the date that BST completes the collocation arrangement.
<b>Calculation:</b>
$\% \text{ of Due Dates Missed} = \Sigma (\text{Number of Orders not completed w/i ILEC Committed Due Date during Reporting Period}) / \text{Number of Orders Completed in Reporting Period} \times 100$
<b>Report Structure:</b>
<ul style="list-style-type: none"> <li>• Individual CLEC (alias) aggregate</li> <li>• Aggregate of all CLECs</li> </ul>
<b>Level of Disaggregation:</b>
<ul style="list-style-type: none"> <li>• State, Region and further geographic disaggregation as required by State Commission Order</li> <li>• Virtual</li> <li>• Physical</li> </ul>
<b>DATA RETAINED:</b>
<ul style="list-style-type: none"> <li>• Report period</li> <li>• Aggregate data</li> </ul>
<b>Retail Analog/Benchmark:</b>
Under development

**APPENDIX A: REPORTING SCOPE\***

<p><b>Standard Service Groupings</b></p>	<p><u>Pre-Order, Ordering</u></p> <ul style="list-style-type: none"> <li>• Resale Residence</li> <li>• Resale Business</li> <li>• Resale Special</li> <li>• Local Interconnection Trunks</li> <li>• UNE</li> <li>• UNE - Loops w/LNP</li> </ul> <p><u>Provisioning</u></p> <ul style="list-style-type: none"> <li>• UNE Non-Design</li> <li>• UNE Design</li> <li>• UNE Loops w/LNP</li> <li>• Local Interconnection Trunks</li> <li>• Resale Residence</li> <li>• Resale Business</li> <li>• Resale Design</li> <li>• BST Trunks</li> <li>• BST Residence Retail</li> <li>• BST Business Retail</li> </ul> <p><u>Maintenance and Repair</u></p> <ul style="list-style-type: none"> <li>• Local Interconnection Trunks</li> <li>• UNE Non-Design</li> <li>• UNE Design</li> <li>• Resale Residence</li> <li>• Resale Business</li> <li>• BST Interconnection Trunks</li> <li>• BST Residence Retail</li> <li>• BST Business Retail</li> </ul> <p><u>Local Interconnection Trunk Group Blockage</u></p> <ul style="list-style-type: none"> <li>• BST CTTG Trunk Groups</li> <li>• CLEC Trunk Groups</li> </ul>
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Appendix A: Reporting Scope

<p><b>Standard Service Order Activities</b></p> <p><i>These are the generic BST/CLEC service order activities which are included in the Pre-Ordering, Ordering, and Provisioning sections of this document. It is not meant to indicate specific reporting categories.</i></p>	<ul style="list-style-type: none"> <li>• New Service Installations</li> <li>• Service Migrations Without Changes</li> <li>• Service Migrations With Changes</li> <li>• Move and Change Activities</li> <li>• Service Disconnects (Unless noted otherwise)</li> </ul>
<p><b>Pre-Ordering Query Types:</b></p> <p><b>Maintenance Query Types:</b></p>	<ul style="list-style-type: none"> <li>• Address</li> <li>• Telephone Number</li> <li>• Appointment Scheduling</li> <li>• Customer Service Record</li> <li>• Feature Availability</li> </ul>
<p><b>Report Levels</b></p>	<ul style="list-style-type: none"> <li>• CLEC RESH</li> <li>• CLEC MSA</li> <li>• CLEC State</li> <li>• CLEC Region</li> <li>• Aggregate CLEC State</li> <li>• Aggregate CLEC Region</li> <li>• BST State</li> <li>• BST Region</li> </ul>

\* Scope is report, data source and system dependent, and, therefore, will differ with each report.

**APPENDIX B: GLOSSARY OF ACRONYMS AND TERMS**

<b>A</b>	<b>ACD</b>	Automatic Call Distributor - A service that provides status monitoring of agents in a call center and routes high volume incoming telephone calls to available agents while collecting management information on both callers and attendants.
	<b>AGGREGATE</b>	Sum total of all items in like category, e.g. CLEC aggregate equals the sum total of all CLECs' data for a given reporting level.
	<b>ASR</b>	Access Service Request - A request for access service terminating delivery of carrier traffic into a Local Exchange Carrier's network.
	<b>ATLAS</b>	Application for Telephone Number Load Administration System - The BellSouth Operations System used to administer the pool of available telephone numbers and to reserve selected numbers from the pool for use on pending service requests/service orders.
	<b>ATLASTN</b>	ATLAS software contract for Telephone Number
	<b>AUTO CLARIFICATION</b>	The number of LSRs that were electronically rejected from LESOG and electronically returned to the CLEC for correction.
<b>B</b>	<b>BILLING</b>	The process and functions by which billing data is collected and by which account information is processed in order to render accurate and timely billing.
	<b>BOCRIS</b>	Business Office Customer Record Information System - A front-end presentation manager used by BellSouth organizations to access the CRIS database.
	<b>BRC</b>	Business Repair Center - The BellSouth Business Systems trouble receipt center which serves large business and CLEC customers.
	<b>BST</b>	BellSouth Telecommunications, Inc.
<b>C</b>	<b>CKTID</b>	A unique identifier for elements combined in a service configuration
	<b>CLEC</b>	Competitive Local Exchange Carrier
	<b>CMDS</b>	Centralized Message Distribution System - BellCore administered national system used to transfer specially formatted messages among companies.
	<b>COFFI</b>	Central Office Feature File Interface - A BellSouth Operations System database which maintains Universal Service Order Code (USOC) information based on current tariffs.



Appendix B: Glossary of Acronyms and Terms - Continued

<b>C</b>	<b>COFIUSOC</b>	COFFI software contract for feature/service information
	<b>CRIS</b>	Customer Record Information System - The BellSouth proprietary corporate database and billing system for non-access customers and services.
	<b>CRSACCTS</b>	CRIS software contract for CSR information
	<b>CSR</b>	Customer Service Record
	<b>CTTG</b>	Common Transport Trunk Group - Final trunk groups between BST & Independent end offices and the BST access tandems.
<b>D</b>	<b>DESIGN</b>	Design Service is defined as any Special or Plain Old Telephone Service Order which requires BellSouth Design Engineering Activities
	<b>DISPOSITION &amp; CAUSE</b>	Types of trouble conditions, e.g. No Trouble Found, Central Office Equipment, Customer Premises Equipment, etc.
	<b>DLETH</b>	Display Lengthy Trouble History - A history report that gives all activity on a line record for trouble reports in LMOS
	<b>DLR</b>	Detail Line Record - All the basic information maintained on a line record in LMOS, e.g. name, address, facilities, features etc.
	<b>DOE</b>	Direct Order Entry System - An internal BellSouth service order entry system used by BellSouth Service Representatives to input business service orders in BellSouth format.
	<b>DSAP</b>	DOE (Direct Order Entry) Support Application - The BellSouth Operations System which assists a Service Representative or similar carrier agent in negotiating service provisioning commitments for non-designed services and UNEs.
	<b>DSAPDDI</b>	DSAP software contract for schedule information
<b>E</b>	<b>E911</b>	Provides callers access to the applicable emergency services bureau by dialing a 3-digit universal telephone number.
	<b>EDI</b>	Electronic Data Interchange - The computer-to-computer exchange of inter and/or intra company business documents in a public standard format.
<b>F</b>	<b>FATAL REJECT</b>	The number of LSRs that were electronically rejected from LEO, which checks to see of the LSR has all the required fields correctly populated
	<b>FLOW-THROUGH</b>	In the context of this document, LSRs submitted electronically via the CLEC mechanized ordering process that flow through to the BST OSS without manual or human intervention.
	<b>FOC</b>	Firm Order Confirmation - A notification returned to the CLEC confirming that the LSR has been received and accepted, including the specified commitment date.

Appendix B: Glossary of Acronyms and Terms - Continued

<b>G</b>		
<b>H</b>	<b>HAL</b>	"Hands Off" Assignment Logic - Front end access and error resolution logic used in interfacing BellSouth Operations Systems such as ATLAS, BOCRIS, LMOS, PSIMS, RSAG and SOCS.
	<b>HALCRIS</b>	HAL software contract for CSR information
<b>I</b>	<b>ISDN</b>	Integrated Services Digital Network
<b>K</b>		
<b>L</b>	<b>LCSC</b>	Local Carrier Service Center - The BellSouth center which is dedicated to handling CLEC LSRs, ASRs, and Preordering transactions along with associated expedite requests and escalations.
	<b>LEGACY SYSTEM</b>	Term used to refer to BellSouth Operations Support Systems (see OSS)
	<b>LENS</b>	Local Exchange Negotiation System - The BellSouth LAN/web server/OS application developed to provide both preordering and ordering electronic interface functions for CLECs.
	<b>LEO</b>	Local Exchange Ordering - A BellSouth system which accepts the output of EDI, applies edit and formatting checks, and reformats the Local Service Requests in BellSouth Service Order format.
	<b>LESOG</b>	Local Exchange Service Order Generator - A BellSouth system which accepts the service order output of LEO and enters the Service Order into the Service Order Control System using terminal emulation technology.
	<b>LMOS</b>	Loop Maintenance Operations System - A BellSouth Operations System that stores the assignment and selected account information for use by downstream OSS and BellSouth personnel during provisioning and maintenance activities.
	<b>LMOS HOST</b>	LMOS host computer
	<b>LMOSupd</b>	LMOS updates
	<b>LNP</b>	Local Number Portability - In the context of this document, the capability for a subscriber to retain his current telephone number as he transfers to a different local service provider.
	<b>LOOPS</b>	Transmission paths from the central office to the customer premises.
<b>M</b>	<b>LSR</b>	Local Service Request - A request for local resale service or unbundled network elements from a CLEC.
	<b>MAINTENANCE &amp; REPAIR</b>	The process and function by which trouble reports are passed to BellSouth and by which the related service problems are resolved.
	<b>MARCH</b>	A BellSouth Operations System which accepts service orders, interprets the coding contained in the service order image, and constructs the specific switching system Recent Change command messages for input into end office switches.

Appendix B: Glossary of Acronyms and Terms – Continued

N	NC	"No Circuits" - All circuits busy announcement
O	OASIS	Obtain Availability Services Information System - A BellSouth front-end processor, which acts as an interface between COFFI and RNS. This system takes the USOCs in COFFI and translates them to English for display in RNS.
	OASISBSN	OASIS software contract for feature/service
	OASISCAR	OASIS software contract for feature/service
	OASISLPC	OASIS software contract for feature/service
	OASISMTN	OASIS software contract for feature/service
	OASISNET	OASIS software contract for feature/service
	OASISOCP	OASIS software contract for feature/service
	ORDERING	The process and functions by which resale services or unbundled network elements are ordered from BellSouth as well as the process by which an LSR or ASR is placed with BellSouth.
	OSPCM	Outside Plant Contract Management System - Provides Scheduling Information.
	OSS	Operations Support System - A support system or database which is used to mechanize the flow or performance of work. The term is used to refer to the overall system consisting of hardware complex, computer operating system(s), and application which is used to provide the support functions.
	OUT OF SERVICE	Customer has no dial tone and cannot call out.
P	POTS	Plain Old Telephone Service
	PREDICTOR	The BellSouth Operations system which is used to administer proactive maintenance and rehabilitation activities on outside plant facilities, provide access to selected work groups (e.g. RRC & BRC) to Mechanized Loop Testing and switching system I/O ports, and provide certain information regarding the attributes and capabilities of outside plant facilities.
	PREORDERING	The process and functions by which vital information is obtained, verified, or validated prior to placing a service request.
	PROVISIONING	The process and functions by which necessary work is performed to activate a service requested via an LSR or ASR and to initiate the proper billing and accounting functions.
	PSIMS	Product/Service Inventory Management System - A BellSouth database Operations System which contains availability information on switching system features and capabilities and on BellSouth service availability. This database is used to verify the availability of a feature or service in an NXX prior to making a commitment to the customer.
	PSIMSORB	PSIMS software contract for feature/service

Appendix B: Glossary of Acronyms and Terms – Continued

<b>Q</b>		
<b>R</b>	<b>RNS</b>	Regional Negotiation System - An internal BellSouth service order entry system used by BellSouth Consumer Services to input service orders in BellSouth format.
	<b>RRC</b>	Residence Repair Center - The BellSouth Consumer Services trouble receipt center which serves residential customers.
	<b>RSAG</b>	Regional Street Address Guide - The BellSouth database, which contains street addresses validated to be accurate with state and local governments.
	<b>RSAGADDR</b>	RSAG software contract for address search
	<b>RSAGTN</b>	RSAG software contract for telephone number search
<b>S</b>	<b>SOCS</b>	Service Order Control System - The BellSouth Operations System which routes service order images among BellSouth drop points and BellSouth Operations Systems during the service provisioning process.
	<b>SOIR</b>	Service Order Interface Record - any change effecting activity to a customer account by service order that impacts 911/E911.
<b>T</b>	<b>TAFI</b>	Trouble Analysis Facilitation Interface - The BellSouth Operations System that supports trouble receipt center personnel in taking and handling customer trouble reports.
	<b>TAG</b>	Telecommunications Access Gateway – TAG was designed to provide an electronic interface, or machine-to-machine interface for the bi-directional flow of information between BellSouth’s OSSs and participating CLECs.
	<b>TN</b>	Telephone Number
	<b>TOTAL MANUAL FALLOUT</b>	The number of LSRs which are entered electronically but require manual entering into a service order generator.
<b>U</b>	<b>UNE</b>	Unbundled Network Element
<b>V</b>		
<b>W</b>	<b>WTN</b>	A unique identifier for elements combined in a service configuration
<b>X</b>		
<b>Y</b>		
<b>Z</b>		
<b>Σ</b>		Sum of:

APPENDIX C: BELLSOUTH'S AUDIT POLICY

**BELLSOUTH'S AUDIT POLICY:**

BellSouth currently provides many CLECs with audit rights as a part of their individual interconnection agreements. However, it is not reasonable for BellSouth to undergo an audit for every CLEC with which it has a contract. As of June 1999, that would equate to over 732 audits per year and that number is continually growing. BellSouth developed a proposed Audit Plan for use by the parties to an audit. If requested by a Public Service Commission, BellSouth will agree to undergo a comprehensive audit of the aggregate level reports for both BellSouth and the CLECs for each of the next five (5) years (2001-2005), to be conducted by an independent third party. The results of that audit will be made available to all the parties subject to proper safeguards to protect proprietary information. This aggregate level audit includes the following specifications:

1. The cost shall be borne 50% by BellSouth and 50% by the CLECs.
2. The independent third party auditor shall be selected with input from BellSouth, the PSC, if applicable, and the CLEC(s).
3. BellSouth, the PSC and the CLECs shall jointly determine the scope of the audit.

BellSouth reserves the right to make changes to this audit policy as growth and changes in the industry dictate.

**AGREEMENT IMPLEMENTATION TEMPLATE (Residence)**

for

**FRANKFORT PLANT BOARD**  
**BellSouth Standard Interconnection Agreement**

<b>Agreement Effective Date:</b>	<b>Agreement Expiration Date:</b>
<b>Account Manager:</b>	<b>Account Manager Tel No:</b>

<b>Attachment Name/Number</b>	<b>Section Number</b>	<b>Version Date</b>	<b>Planned Activities</b>
Terms/Conditions Part A	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
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	24		
	25		
	26		
Terms/Conditions Part B			

**AGREEMENT IMPLEMENTATION TEMPLATE (Residence)**

for

**FRANKFORT PLANT BOARD**

**BellSouth Standard Interconnection Agreement**

Attachment Name/Number	Section Number	Version Date	Planned Activities
1-Resale	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	Exhibit D		
	Exhibit E		
	Exhibit F		
	Exhibit G		
	Exhibit H		
2-Network Elements & Other Services	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		

**AGREEMENT IMPLEMENTATION TEMPLATE (Residence)**

for

**FRANKFORT PLANT BOARD  
BellSouth Standard Interconnection Agreement**

Attachment Name/Number	Section Number	Version Date	Planned Activities
	9		
	10		
	11		
	12		
	13		
	14		
	15		
	16		
	17		
	Exhibit A		
	Exhibit B		
	Exhibit C		
3-Local Interconnection	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
4-Physical Collocation	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		



**AGREEMENT IMPLEMENTATION TEMPLATE (Residence)**

for

**FRANKFORT PLANT BOARD**

BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	10		
	11		
	12		
	13		
	14		
	Exhibit A		
	Exhibit B		
5-Access to Numbers & Number Portability	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
6-Ordering/Provisioning	1		
	2		
	3		
7-Billing & Billing Accuracy Certification	1		
	2		
	3		
	4		
	5		
	6		
	7		
	Exhibit A		
8-ROW/Conduits/PoleAtt	1		

**AGREEMENT IMPLEMENTATION TEMPLATE (Residence)**

for

**FRANKFORT PLANT BOARD**  
**BellSouth Standard Interconnection Agreement**

Attachment Name/Number	Section Number	Version Date	Planned Activities
9-Perf Measurement	Pre-Ordering		
	Ordering		
	Provisioning		
	Maint/Repair		
	Billing		
	Opr Svcs/DA		
	E911		
	Trunk Grp Perf		
	Collocation		
	Appendix A		
	Appendix B		
	Appendix C		

**AGREEMENT IMPLEMENTATION TEMPLATE (Business)**

for

**FRANKFORT PLANT BOARD**  
**BellSouth Standard Interconnection Agreement**

<b>Agreement Effective Date:</b>	<b>Agreement Expiration Date:</b>
<b>Account Manager:</b>	<b>Account Manager Tel No:</b>

<b>Attachment Name</b>	<b>Section No.</b>	<b>Version Date</b>	<b>Planned Activities</b>
Terms/Conditions Part A	1		
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	9		
	10		
	11		
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	25		
	26		
Terms/Conditions Part B			

**AGREEMENT IMPLEMENTATION TEMPLATE (Business)**

for

**FRANKFORT PLANT BOARD**

**BellSouth Standard Interconnection Agreement**

Attachment Name	Section No.	Version Date	Planned Activities
Resale	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	Exhibit D		
	Exhibit E		
	Exhibit F		
	Exhibit G		
	Exhibit H		
2-Network Elements & Other Services	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		

**AGREEMENT IMPLEMENTATION TEMPLATE (Business)**

for

**FRANKFORT PLANT BOARD**

**BellSouth Standard Interconnection Agreement**

Attachment Name	Section No.	Version Date	Planned Activities
	9		
	10		
	11		
	12		
	13		
	14		
	15		
	16		
	17		
	Exhibit A		
	Exhibit B		
	Exhibit C		
3-Local Interconnection	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
4-Physical Collocation	1		
	2		
	3		
	4		
	5		
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	8		
	9		

**AGREEMENT IMPLEMENTATION TEMPLATE (Business)**

for

**FRANKFORT PLANT BOARD**

BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	10		
	11		
	12		
	13		
	14		
	Exhibit A		
	Exhibit B		
	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
6-Ordering/Provisioning	1		
	2		
	3		
7-Billing & Billing Accuracy Certification	1		
	2		
	3		
	4		
	5		
	6		
	7		
	Exhibit A		
8-ROW/Conduits/PoleAtt	1		

**AGREEMENT IMPLEMENTATION TEMPLATE (Business)**

for

**FRANKFORT PLANT BOARD  
BellSouth Standard Interconnection Agreement**

Attachment Name	Section No.	Version Date	Planned Activities
9-Perf Measurement	Pre-Ordering		
	Ordering		
	Provisioning		
	Maint/Repair		
	Billing		
	Opr Svcs/DA		
	E911		
	Trunk Grp Perf		
	Collocation		
	Appendix A		
	Appendix B		
	Appendix C		

BellSouth Telecommunications, Inc.  
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Dorothy J. Chambers  
General Attorney

or  
BellSouth Telecommunications, Inc.  
601 West Chestnut Street, Room 407  
Louisville, Kentucky 40203

March 17, 2000

RECEIVED

MAR 20 2000

PUBLIC SERVICE  
COMMISSION

Mr. Martin J. Huelsmann, Jr.  
Executive Director  
Public Service Commission  
211 Sower Boulevard  
P. O. Box 615  
Frankfort, KY 40602

Re: Petition of the Electric and Water Plant Board of the  
City of Frankfort for Arbitration of an  
Interconnection Agreement with BellSouth  
Telecommunications, Inc. Pursuant to Section 252(b) of  
the Telecommunications Act of 1996  
PSC 99-443

Dear Mr. Huelsmann:

This is in reference to the Commission's Order of March 13,  
2000.

This action was initiated when the Petitioner, the  
Frankfort Electric and Water Plant Board, filed a petition on  
November 24, 1999, to require BellSouth to execute an  
interconnection agreement under which the Petitioner would **not**  
comply with the filing requirements applicable to all CLECs.  
BellSouth believed that there was a substantial question under  
Kentucky law as to whether the Petitioner had authority to offer  
telecommunications services. Further, even if the Petitioner  
was authorized to offer telecommunications services, there was a  
substantial question as to whether any interconnection agreement  
signed with the Petitioner must require the Petitioner to comply  
with the same CLEC filing requirements with which the hundreds  
of other CLEC's with whom BellSouth has signed agreements must  
comply. As BellSouth had indicated throughout this proceeding,  
BellSouth believes that since this Commission is authorized to  
approve and order interconnection agreements to be executed,



Mr. Martin J. Huelsmann, Jr.

March 17, 2000

Page 2

that it was incumbent upon BellSouth to request this Commission to rule as to whether the Frankfort Electric and Water Plant Board was so authorized to enter into an agreement and, if so, on what terms. As the Commission has noted, during the pendency of this proceeding, the issues raised herein were rendered essentially moot by the passage of House Bill 477 by both chambers of the Kentucky General Assembly. Also, it should be noted that BellSouth took a leadership role in seeking to have legislative clarification of this issue to resolve some of the questions under existing Kentucky law regarding a level playing field for telecommunications providers.

The Commission's Order of March 13, 2000, states that BellSouth must execute an interconnection agreement "with any entity purporting to provide telecommunications services" as defined by the federal statute. Commission's Order of March 13, 2000, at p. 2. However, BellSouth wishes to bring to the Commission's attention the fact that the federal appellate court that has considered this issue unequivocally has rejected the argument that Section 253(a) of the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, 47 U.S.C. Section 253(a) enables any entity purporting to provide telecommunications services to provide service, regardless of whether so authorized under applicable state law. Abilene v. FCC, 165 F.3d 49 (D.C. Cir. 1999). Therein, the Court of Appeals for the District of Columbia made clear that the authority of a municipality to provide telecommunications services must be determined under applicable state law; federal law has not expanded the authority of local municipalities beyond that allowed under the applicable state law.

Despite the Frankfort and Electric Water Plant Board's arguments to the contrary, under Kentucky law, prior to the passage of House Bill 477, there was a substantial and serious question as to whether the Frankfort Electric and Water Plant Board was authorized, pursuant to Kentucky law, to provide telecommunications services. See BellSouth's Brief of February 17, 2000, pp. 5-12. Furthermore, as the United States Court of Appeals for the District of Columbia Circuit held in Abilene, the proper determination under applicable state law as to the authority of an entity to provide telecommunications services

Mr. Martin J. Huelsmann, Jr.

March 17, 2000

Page 3

was not altered in any way by the provisions of the Telecommunications Act.

The critical point is that it was not plain to the [Federal Communications] Commission, and it is not plain to us, that Section 253(a) was meant to include municipalities in the category 'any entity'.

164 F.3d at 53. However, as noted, since this impediment to the Frankfort and Electric Water Plant Board's entering into an interconnection agreement has been removed by the adoption of House Bill 477 in this session of the General Assembly, BellSouth does not seek reconsideration or clarification of the Commission's March 13, 2000, Order.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Dorothy J. Chambers".

Dorothy J. Chambers

cc: Parties of Record

201643



COMMONWEALTH OF KENTUCKY  
**PUBLIC SERVICE COMMISSION**  
211 SOWER BOULEVARD  
POST OFFICE BOX 615  
FRANKFORT, KY. 40602  
(502) 564-3940

March 13, 2000

To: All parties of record

RE: Case No. 1999-443

We enclose one attested copy of the Commission's Order in  
the above case.

Sincerely,

A handwritten signature in cursive script that reads "Stephanie J. Bell".

Stephanie Bell  
Secretary of the Commission

SB/sa  
Enclosure

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Honorable Dorothy J. Chambers  
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BellSouth Telecommunications, Inc.  
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Louisville, KY 40232

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

PETITION OF THE ELECTRIC AND WATER PLANT )  
BOARD OF THE CITY OF FRANKFORT FOR )  
ARBITRATION OF AN INTERCONNECTION )  
AGREEMENT WITH BELLSOUTH )  
TELECOMMUNICATIONS, INC. PURSUANT TO )  
SECTION 252(b) OF THE TELECOMMUNICATIONS )  
ACTION OF 1996 )

CASE NO.  
99-443

O R D E R

On November 24, 1999, the Electric and Water Plant Board of the City of Frankfort ("FEWPB") filed a petition for arbitration with BellSouth Telecommunications, Inc. ("BellSouth"). On December 17, 1999, BellSouth filed a response to the petition. According to FEWPB, the disputed issue is whether BellSouth is required to execute the interconnection agreement that it negotiated with FEWPD and that contains terms upon which the parties have agreed. According to BellSouth, the disputed issue is whether the FEWPB has the legal authority to offer telecommunications services. BellSouth also is concerned that the FEWPB does not appear to be subject to regulatory requirements applicable to competitive local exchange carriers ("CLECs"). Those requirements entail submittal of a tariff containing rates and services.

47 U.S.C. § 251 imposes upon telecommunications carriers the duty to interconnect with the facilities and equipment of other telecommunications carriers. Incumbent LECs have additional duties: to negotiate in good faith the terms and conditions of interconnection agreements; to provide interconnection with the facilities and equipment of any requesting telecommunications carrier; and to offer for resale at

wholesale rates any telecommunications service that the carrier provides to non-telecommunications carriers at retail.

In addition, 47 U.S.C. § 253 provides that no state or local statute or regulation or other state or local legal requirement may prohibit or have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunications service.

FEWPB asserts that it is a provider of telecommunications services as defined by 47 U.S.C. § 153(43) and thus meets the definition of a telecommunications carrier as defined by 47 U.S.C. § 153(44). Accordingly, it is entitled to the benefits of the Telecommunications Act of 1996, which has opened the telecommunications market to all providers and has purposely removed legal or regulatory barriers to the provision of telecommunications service. By state statute, however, FEWPB is specifically exempted from Commission regulation at this time. KRS 278.010(3).<sup>1</sup>

The Commission, having considered the legal issues and having been otherwise sufficiently advised, finds that BellSouth must execute an interconnection agreement with any entity purporting to provide telecommunications services as defined by federal statute and must do so on the same terms and conditions as it makes available to any other carrier. Should BellSouth believe that another entity is not authorized by statute to provide telecommunications services and it believes that it has standing to bring such a claim, it may petition a court of general jurisdiction.

---

<sup>1</sup> As of the date of this Order, House Bill 477, an act relating to the provision of telecommunication services by municipalities and municipal utilities, has been approved by both chambers of the General Assembly and awaits the Governor's signature. When this Bill becomes effective, FEWPB will be regulated as a CLEC and presumably BellSouth's concerns will be addressed.

IT IS THEREFORE ORDERED that:

1. BellSouth shall execute an interconnection agreement with FEWPB containing the agreed terms which have been negotiated.
2. Within 30 days of the date of the Order, the executed interconnection agreement shall be submitted for Commission review.

Done at Frankfort, Kentucky, this 13th day of March, 2000.

By the Commission

ATTEST:

  
Executive Director

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

FEB 28 2000

PUBLIC SERVICE  
COMMISSION

In the Matter of:

PETITION OF THE ELECTRIC )  
AND WATER PLANT BOARD OF THE CITY )  
OF FRANKFORT FOR ARBITRATION OF )  
AN INTERCONNECTION ) CASE NO. 99-443  
AGREEMENT WITH BELLSOUTH )  
COMMUNICATIONS, INC., )  
PURSUANT TO SECTION 252(b) OF THE )  
TELECOMMUNICATIONS ACT OF 1996 )

**REPLY BRIEF OF FRANKFORT ELECTRIC AND WATER PLANT BOARD**

The Electric and Water Plant Board of the city of Frankfort, Kentucky (FEWPB), by counsel, files this reply brief pursuant to the Commission's Order of January 28, 2000.

**I. AUTHORITY FOR FEWPB'S POSITION**

BellSouth does not raise any issue in its Brief that has not already been addressed by the Board's initial brief. However, there is one misstatement in BellSouth's Brief that needs clarification. On page 11, BellSouth says that sections 163 and 164 of the Kentucky constitution "...do not grant municipalities the authority or right to sell commercial products which, in that case, was electricity. Florence v. Owen Electric Coop., Ky., 832 S.W.2d 876, 879 (1992)." The case says something quite different: "The constitutional sections [163 and 164] do not grant a municipality the authority to **franchise a right to sell** electricity within the boundary of a city...City of Princeton v. Princeton Electric, Light and Power Co., Ky., 179



S.W. 1074 (1915), determined that the franchise that a municipality can grant **is the use of its streets** for the delivery of the light and power." Contrary to BellSouth's assertion, it is not the right to sell utility products that is the issue, rather the issue is the right to control the use of the streets of the city by utility providers. Thus, this case is inapposite to BellSouth's argument.

## **II. JURISDICTION BY WAIVER IS UNSUPPORTED BY LAW**

BellSouth asserts that because the FEWPB has submitted its proposed interconnection agreement to the Commission, it has waived the statutory exemption from regulation and that waiver has conferred jurisdiction on the Commission the legislature has not. First, jurisdiction cannot be conferred by agreement of the parties, waiver or estoppel. Curtis v. Belden Electronic Wire and Cable, 760 S.W.2d 97 (1988), Rodney v. Adams, Ky., 268 S.W.2d 940, 942 (1954). The Commission is limited in power to that granted expressly by the legislature. It cannot add to its enumerated powers. Boone County Water and Sewer District v. Public Service Commission, et al., Ky., 949 S.W.2d 588 (1997). Not only has the legislature failed to expressly grant the Commission jurisdiction over municipalities, it has explicitly excluded them from jurisdiction in KRS 278.010. Thus, BellSouth's argument that the FEWPB should be regulated has already been decided by the legislature, and unless and until the statute is changed, the Commission does not have the authority by waiver, implication or otherwise to regulate municipal telecommunications providers.

## **III. THE TELECOMMUNICATIONS ACT DOES NOT CONFER REGULATORY JURISDICTION OVER MUNICIPALITIES**

Section 153(49) of the Telecommunications Act of 1996 defines telecommunications

carrier as **any** provider of telecommunications services. Section (51) defines "telecommunications service" as "...the offering of telecommunications for a fee directly to the public...regardless of the facilities used." Section (48) defines telecommunications as "...the transmission between or among points specified by the user, of information of the users choosing, without change in the form or content of the information sent and received." Because the FEWPB is already a telecommunications carrier by virtue of its array of services currently provided, it is by definition a "telecommunications carrier" under the Act.

Section 252(a)(2) of the Act allows any party to an interconnection agreement negotiation to require the Commission to force compliance with the Act. Because the FEWPB is a party to a negotiation and is a telecommunications carrier under the Act, it can seek enforcement of the Act through the Commission. However, the Act limits the Commission's authority to review of the negotiated agreement.

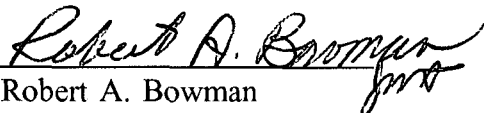
Section 252(e) requires all interconnection agreements to be filed with the Commission. If the Commission fails to act, the FCC will preempt state review. The clear intent of the Act is for either the state or the FCC to review and approve all interconnection agreements. These provisions do not confer general rate and service jurisdiction on the Commission. BellSouth's assertions that submitting the agreement to the Commission grants that jurisdiction is unsupported by any statute or case law.

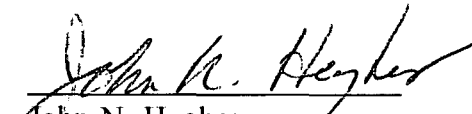
#### **IV. CONCLUSION**

Based on the authorities cited by the FEWPB and the lack of authorities cited by BellSouth, there should be no doubt that the FEWPB is a telecommunications carrier under the Act. Further, there should be no doubt that it has the requisite statutory authority to

provide any type of telecommunications services, including telephone. The Board has negotiated in good faith with BellSouth to reach an agreement consistent with the terms of the Act and with the service standards of BellSouth. Having completed this process, the Board is entitled to have the agreement executed. The failure of BellSouth to complete the agreement warrants the Commission to direct it to do so.

SUBMITTED BY:

  
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Attorneys for the Frankfort Electric  
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CERTIFICATION OF SERVICE

I certify that on February 28, 2000, a copy of the Brief was served on the following by first class mail:

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February 24, 2000

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COMMISSION

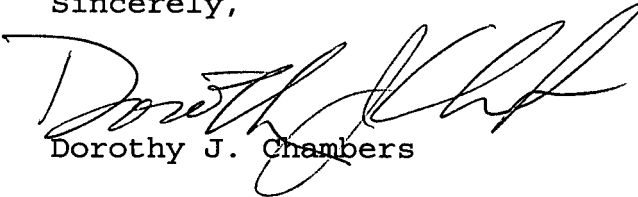
Mr. Martin J. Huelsmann, Jr.  
Executive Director  
Public Service Commission  
211 Sower Boulevard  
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Frankfort, KY 40602

Re: Petition of the Electric and Water Plant Board of the  
City of Frankfort for Arbitration of an  
Interconnection Agreement with BellSouth  
Telecommunications, Inc. Pursuant to Section 252(b) of  
the Telecommunications Act of 1996  
PSC 99-443

Dear Mr. Huelsmann:

Enclosed for filing in the above-captioned case are the  
original and ten (10) copies of Reply Brief of BellSouth  
Telecommunications, Inc.

Sincerely,

  
Dorothy J. Chambers

Enclosure

cc: Parties of Record

198615

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED  
FEB 25 2000  
PUBLIC SERVICE  
COMMISSION

In the Matter of:

PETITION OF THE ELECTRIC AND )  
WATER PLANT BOARD OF THE CITY )  
OF FRANKFORT FOR ARBITRATION OF ) CASE NO. 99-443  
AN INTERCONNECTION AGREEMENT WITH )  
BELLSOUTH TELECOMMUNICATIONS, INC. )  
PURSUANT TO SECTION 252(B) OF THE )  
TELECOMMUNICATIONS ACT OF 1996 )

REPLY BRIEF OF BELLSOUTH TELECOMMUNICATIONS, INC.

BellSouth Telecommunications, Inc.'s ("BellSouth") position is consistent and clear with regard to competition. BellSouth is committed to entering into interconnection agreements to interconnect on fair and reasonable terms with all competing local exchange carriers so qualified. The several hundred agreements BellSouth has successfully negotiated and the numerous agreements approved by this Commission between BellSouth and CLECs demonstrates more loudly than any words, BellSouth's position on competition. Contrary to the Frankfort Electric and Water Plant Board's ("FEWPB") claim, this proceeding is not the result of an attempt to delay or thwart competitors. Rather, BellSouth seeks a determination by this Commission if this interconnection agreement can be entered into

by the FEWPB and, if so, whether the FEWPB must comply with the requirements applicable to all other CLECs.

BellSouth thoroughly briefed, in its initial brief, the legal question of whether the Frankfort Electric and Water Plant Board is authorized to provide telecommunications services and whether the Frankfort Electric and Water Plant Board must obtain this Commission's certification as a CLEC. These are not new issues raised late in the negotiations by BellSouth. On the contrary, this proposed interconnection agreement, like all of the standard interconnection agreements into which BellSouth has entered, requires the FEWPB as the CLEC to obtain certification from the Public Service Commission. The numerous references in this proposed interconnection agreement to requirements for CLEC certification are listed in BellSouth's brief, see pages 3-4. If BellSouth were to agree to delete these portions of the agreement, as the Frankfort Electric and Water Plant Board belatedly is requesting here, it would raise questions of the fairness and reasonableness of the terms of the agreement, issues of discrimination, and questions of parity. If BellSouth were to agree to such changes, there likewise would be an issue of whether other "CLECs" who do not wish to make the required filings at this Commission could attempt to adopt the FEWPB agreement and thereby avoid the requirements for certification from this Commission.

The legal arguments addressed in BellSouth's initial brief will not be reiterated here. However, it is worth noting the alleged legal base for the FEWPB's provision of telecommunications service.<sup>1</sup> The Frankfort Electric and Water Plant Board acknowledges it is a municipal corporation created by the City of Frankfort. The FEWPB claims its authority to provide "utility services" arises pursuant to KRS Chapters 96 and 58. Since the City of Frankfort is a city of the second class, it is authorized under KRS 96.520 to operate plants for the purpose of supplying the city with light, heat, power, and telecommunications services only where the city was operating an electric plant on June 1, 1942. KRS 96.520(3). Since the FEWPB's counsel has confirmed that the Frankfort and Electric Water Plant Board was not established until 1943, the FEWPB and the City of Frankfort do not appear to derive their authority from this statutory provision. See Exhibit 1.

The Frankfort Electric and Water Plant Board also alleges that its authority arises from Sections 163 and 164 of the Kentucky Constitution. In support thereof, the FEWPB cites Consolidated Television Cable Service, Inc. v. Frankfort, 857 F.2d 354 (6th Cir. 1988), cert. denied 489 U.S. 1082 (1989).

---

<sup>1</sup> The Plant Board contends that they have been providing telecommunications services. However, it is not clear what legal argument this is intended to support. If the Plant Board is not authorized to provide telecommunications services, surely they are not contending that their de facto operation, even if illegal, somehow provides them with legal authorization.

However, it is hornbook law that a federal district court applying state law only makes its best determination of what a state court would decide. The opinion of the highest court of the state clearly controls over a federal district court decision. BellSouth has already cited Florence v. Owen Electric Coop., Inc., Ky. 832 S.W.2d 876 (1992). In Owen Cooperative, a decision subsequent to Consolidated Television Cable Service, Inc. v. Frankfort, the Kentucky Supreme Court specifically addressed Sections 163 and 164. Therein, the Kentucky Supreme Court concluded that Sections 163 and 164 do not grant municipalities the authority or right to sell commercial products such as, in that case, electricity.<sup>2</sup>

Thus, there is a serious question of whether the petitioner has the authority to offer telecommunications services under Kentucky law and, if so authorized, whether the FEWPB can avoid compliance with the relatively minimal requirements this Commission has established for operation as a CLEC. Those requirements also are provided for in the interconnection agreement that has been under discussion and has been the subject of negotiation between the petitioner and BellSouth during the entire time of the negotiation process.

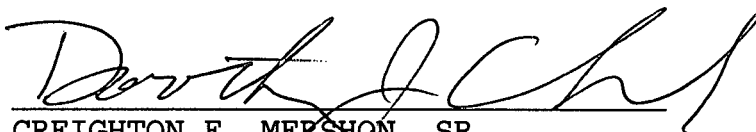
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<sup>2</sup> The Frankfort and Electric Water Plant Board also cites to a Texas statute and services provided in Abilene, Texas. With all due respect to the Lone Star State, it again is clear that the issue in question is Kentucky, not Texas, law as set out in Kentucky statutes and as interpreted by Kentucky courts.



WHEREFORE, BellSouth Telecommunications, Inc. respectfully requests that this Commission determine whether the petitioner is authorized to offer telecommunications services and, if so, whether the petitioner must obtain certification as a CLEC from this Commission.

Respectfully submitted,



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September 22, 1999

Vial Facsimile

Hon. Parkey D. Jordan  
BellSouth Telecommunication, Inc.  
Legal Department-Suite 4300  
675 West Peachtree Street  
Atlanta, GA 30375-0001

**RE: Interconnection Agreement between BellSouth Telecommunication, Inc. ("Bell South") and the Electric and Water Plant Board of the City of Frankfort, Kentucky ("Frankfort Plant Board")**

Dear Ms. Jordan:

I am in receipt of your request for additional information concerning the Frankfort Electric and Water Plant Board (FEWPB).

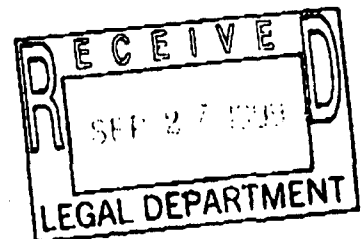
1. The City of Frankfort is a second class city.
2. The FEWPB was formed in 1943. In 1952 the FEWPB through a wholly owned, non-profit, subsidiary corporation pioneered in the bringing of cable and telecommunication services to its customers. On January 1, 1988, the wholly owned, non-profit, subsidiary corporation was dissolved and the FEWPB took over its operation of the cable and telecommunication systems.
3. I have previously provided you with the ordinances, statutes, and constitutional provisions which have allowed the FEWPB to provide cable and telecommunication services. As you will recall, I forwarded to your office the ordinance adopted by the City of Frankfort; the relevant city statutes; and the relevant Kentucky constitutional provisions. I must assume that you also have a copy of the 1996 Telecommunications Act.

If I can be of any further assistance, please feel free to contact my office. I am looking forward to hearing from you soon.

Sincerely,

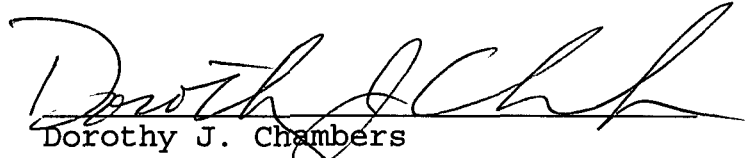
Robert A. Bowman  
Attorney at Law

RAB:jef



CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served on the individuals on the attached Service List by mailing a copy thereof on this 24th day of February, 2000.

  
Dorothy J. Chambers

SERVICE LIST - PSC 99-443

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February 17, 2000

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COMMISSION

Mr. Martin J. Huelsmann, Jr.  
Executive Director  
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P. O. Box 615  
Frankfort, KY 40602

Re: Petition of the Electric and Water Plant Board of the  
City of Frankfort for Arbitration of an  
Interconnection Agreement with BellSouth  
Telecommunications, Inc. Pursuant to Section 252(b) of  
the Telecommunications Act of 1996  
PSC 99-443

Dear Mr. Huelsmann:

Enclosed for filing in the above-captioned case are the  
original and ten (10) copies of Brief of BellSouth  
Telecommunications, Inc.

Sincerely,



Dorothy J. Chambers

Enclosure

cc: Parties of Record

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

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In the Matter of:

PETITION OF THE ELECTRIC AND )  
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OF FRANKFORT FOR ARBITRATION OF ) CASE NO. 99-443  
AN INTERCONNECTION AGREEMENT WITH )  
BELLSOUTH TELECOMMUNICATIONS, INC. )  
PURSUANT TO SECTION 252(B) OF THE )  
TELECOMMUNICATIONS ACT OF 1996 )

BRIEF OF BELLSOUTH TELECOMMUNICATIONS, INC.

I. INTRODUCTION

BellSouth Telecommunications, Inc. ("BellSouth"), by counsel, files this brief in accordance with the Commission's briefing schedule of January 28, 2000.

II. PROCEDURAL HISTORY

The Frankfort Electric and Water Plant Board ("FEWPB") filed a Petition for Arbitration on November 24, 1999, pursuant to 47 U.S.C. § 252(b)(3) of the Telecommunications Act of 1996 ("1996 Act"). On December 17, 1999, BellSouth Telecommunications, Inc. ("BellSouth") filed its Response to the Petition for Arbitration. On January 14, 2000, the FEWPB forwarded a copy of an unsigned interconnection agreement between FEWPB and BellSouth advising that the agreement in its present form was agreeable to both FEWPB and BellSouth. By

letter dated January 25, 2000, BellSouth advised the Commission that any interconnection agreement between BellSouth and the Frankfort Electric and Water Plant Board was merely a draft and not acceptable to BellSouth at this time in that the negotiations between FEWPB and BellSouth had been based on the assumption that the FEWPB intended to comply with the minimal requirements of the Kentucky Public Service Commission to be certified as a Competitive Local Exchange Carrier ("CLEC").

Very late in the negotiation process between BellSouth and the Frankfort Electric and Water Plant Board, the FEWPB indicated it did not intend to seek certification with the Commission. Furthermore, further review of the Frankfort Electric and Water Plant Board's authority revealed that the Petitioner may not have authority from the Kentucky General Assembly to provide telecommunications services. Accordingly, BellSouth confirmed in its January 25, 2000, letter that the draft interconnection agreement was not acceptable to BellSouth and that the issues presented in this proceeding needed to be resolved prior to consideration of an interconnection agreement. On January 28, 2000, this Commission issued a briefing order. As noted above, this brief is filed in accordance therewith.

### III. NEGOTIATION PROCESS

BellSouth began negotiations with the Frankfort Electric and Water Plant Board as it had with numerous other parties who wish to provide telecommunications services.<sup>1</sup> The negotiations with the Frankfort Electric and Water Plant Board began on or about July 20, 1998. Numerous extensions had been agreed to by the parties throughout the negotiations. Throughout this process, the language of the proposed agreement contained multiple provisions referencing the requirement for the FEWPB to obtain certification from the Kentucky Public Service Commission as a CLEC. See, e.g.:

General Terms and Conditions - Part A, 2nd paragraph

under the heading WITNESSETH, Page 1;

Attachment 1 - Resale, No. 2.6, Page 2

Attachment 1 - Resale, No. 2.7, Page 3

Attachment 1 - Resale, No. 2.8, Page 3

Attachment 1 - Resale, No. 4.3, Page 8

Attachment 1 - Resale, No. 6.1, Page 9

Attachment 1 - Resale, No. 7.1, Page 11

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<sup>1</sup> Since passage of the 1996 Act on February 8, 1996, BellSouth has successfully negotiated well over 300 agreements with competing local exchange carriers ("CLECs") in Kentucky. To date, the Kentucky Public Service Commission ("Commission") has approved numerous agreements between BellSouth and CLECs. The nature and extent of these agreements varies, depending on the individual needs of the companies. Clearly, BellSouth's record with regard to entering into interconnection agreements is that of embracing competition and reaching agreement to interconnect on fair and reasonable terms.



Attachment 7 - Billing & Billing Accuracy

Certification, No. 1.2, Page 2

BellSouth had not been made aware that the Frankfort Electric and Water Plant Board contested these provisions and did not intend to seek Commission authorization to provide local exchange service in Kentucky. In fact, it was almost a *full* year after commencement of negotiations when the FEWPB first informed BellSouth of its position that it was not subject to the Commission's requirements to be certified as a CLEC.<sup>2</sup> Throughout this entire negotiation process, the FEWPB failed to raise an objection to the requirements contained throughout the proposed agreement that the FEWPB be certified as a CLEC.

With the exception of the issues presented herein as to the Frankfort Electric and Water Plant Board's authority under Kentucky law to offer telecommunications services and, if so authorized, whether the Petitioner must be certified as a CLEC, BellSouth and the Frankfort Electric and Water Plant Board have reached agreement on the remainder of the issues. Although BellSouth and the FEWPB negotiated in good faith, the parties

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<sup>2</sup> Despite the fact that BellSouth pointed out to the FEWPB those provisions of the negotiated Interconnection Agreement that required the FEWPB to obtain CLEC certification from the Commission, the Frankfort Electric and Water Plant Board did not request deletion or modification of those provisions. In fact, the FEWPB did not even suggest a modification to such provisions until mid-December of 1999.

were unable to reach agreement on the unresolved issues. As a result, FEWPB filed this Petition for Arbitration.

#### IV. ARGUMENT

##### UNRESOLVED ISSUES

Two questions are presented by the Frankfort Electric and Water Plant Board's petition:

(A) Does the Petitioner have authority to offer telecommunications services? and

(B) If the Petitioner is authorized to offer telecommunications services, must the Petitioner obtain certification from the Kentucky Public Service Commission as a CLEC in order to enter into an Interconnection Agreement?

1. IS THE PETITIONER AUTHORIZED TO OFFER TELECOMMUNICATIONS SERVICES?

a. THE FEWPB APPEARS TO LACK STATUTORY AUTHORITY TO OFFER TELECOMMUNICATIONS SERVICES

The Frankfort Electric and Water Plant Board contends that it has authority to offer telecommunications services pursuant to Kentucky law, specifically, KRS Chapters 58 and 96, and Sections 163 and 164 of the Kentucky Constitution. However, any right of the FEWPB to provide telecommunications services is controlled by the principle that a municipal corporation such as the FEWPB "possesses only those powers expressly granted by the Constitution and statutes plus such powers as are necessarily

implied or incident to the expressly granted powers and which are indispensable to enable it to carry out its declared objects, purposes and expressed powers." City of Bowling Green v. T&E Electrical Contractors, Inc., 602 S.W.2d 434, 435 (Ky. 1980). Moreover, "any doubt concerning the existence of a particular municipal power is resolved against its existence." Horse Cave v. Pierce, 437 S.W.2d 185, 186 (Ky. 1969). Nothing in Chapter 96 of the Kentucky Revised Statutes, which governs the provision of utility service by cities, expressly, or even impliedly, grants the FEWPB the right to provide telecommunications service. Indeed, it appears clear that the Frankfort Electric and Water Plant Board is limited to providing only electric and water service.

The Frankfort Electric and Water Plant Board's operations are subject to and governed by KRS 96.171 to 96.188. McIntosh v. Electric & Water Plant Board, 394 S.W.2d 471, 472 (Ky. 1965); KRS 96.165. Yet, nothing in KRS 96.175, which sets forth the FEWPB's powers, authorizes it to provide telecommunications service.<sup>3</sup> The primary grant of authority, KRS 96.175(2), merely empowers the FEWPB to "operate, maintain, improve and extend the

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<sup>3</sup> Although the prefatory language to KRS 96.175 provides that the FEWPB may "perform any act not repugnant to the law," it is clear that this is not an express grant of authority to perform all legal acts, however unrelated to the provision of electric and water service. Rather, the provision simply provides the FEWPB with the right to do those things necessary to provide electric and water service. Thus, absent an express grant, the Plant Board can no more provide telecommunications service than it can act as a bank or an insurance company.

*electric and water plant and provide electric and water service to any user or consumer within and without the boundaries of any municipality, and charge and collect reasonable rates therefor.*" (emphasis supplied).

Other provisions of KRS 96.175 are equally limiting. The following examples demonstrate the FEWPB's authority is limited to the provision of services other than telecommunications:

- Subsection 11 authorizes the FEWPB to "make any contracts necessary or convenient for the full exercise of the powers herein granted, including, but not limited to, contracts for either the purchase or sale of electric energy or power . . . .";
- Similarly, the Frankfort Electric and Water Plant Board's right to acquire property is limited by subsection 12 to property "reasonably necessary or desirable in connection with the operation, maintenance or extension of *an electric and water plant.*" (emphasis supplied).

Other portions of the Frankfort Electric and Water Plant Board's governing statute, KRS 96.171 to 96.188, also make clear that the Frankfort Electric and Water Plant Board's authority is limited to the provision of electric and water service.

- See, KRS 96.172(1) (ordinance establishing FEWPB to include a declaration of the municipality's intent to "accept and operate its electric and water system or plant under the provisions of KRS 96.171 to 96.188");
- KRS 96.176(1) (Frankfort Electric and Water Plant Board granted "exclusive supervision, management and control of the operation, maintenance and extension of the electric and water plant.");
- KRS 96.176(2) (all powers of the municipality to operate, maintain, improve, extend and furnish electric and water service shall be exercised on behalf of the municipality by the board);
- KRS 96.176(4) (requiring rules and regulations relating to electric and water service to be made available to the public);
- KRS 96.177 (Frankfort Electric and Water Plant Board to charge city for electric and water service);
- KRS 96.178 (right of eminent domain limited to property "reasonably necessary or desirable in connection with the operation, maintenance, improvement or extension of its electric and water plant");

- KRS 96.183 (procedure by which "the governing body of the municipality may terminate the operation and management of the electric and water plant by the board . . . .");
- KRS 96.186 ("board operating an electric and water plant under the provisions of KRS 96.171 to 96.188" may not compete with a rural electric cooperative corporation).

b. CITY OF FRANKFORT ALSO APPEARS TO LACK AUTHORITY TO PROVIDE TELECOMMUNICATIONS SERVICES

The City of Frankfort's authority to provide telecommunications service is equally circumscribed. As a second class city, the City may provide only electric and water service, KRS 96.160. By contrast, KRS 96.170 grants third class cities the right to provide telecommunications service. The grant of the right to third class cities to provide telecommunications service while withholding the power from second class cities "indicates a legislative determination to withhold the power where it was not expressed." Arnold v. Stanford, 113 Ky. 852, 69 S.W. 726 (1902).<sup>4</sup>

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<sup>4</sup> The applicability of Arnold v. Stanford to this situation was underscored by the Court in Horse Cave v. Pierce, Ky. 437 S.W.2d 185, 186 (1969). There, the Court distinguished the grant of "substantive authority" from the right to administer a statutory scheme. Where, as here, the power in question involves "the true grant of substantive authority," the grant of such authority to some but not all classes of cities is determinative of a legislative intent to withhold the authority where it was not expressly granted. Id.

Finally, the Home Rule Statute, KRS 82.082, does not authorize the provision of telecommunications services by either the City or the FEWPB acting as its agent.<sup>5</sup> KRS 82.082 provides in pertinent part:

(1) A city may exercise any power and perform any function within its boundaries . . . that is in furtherance of a public purpose of the city and not in conflict with a constitutional provision or statute.

(2) A power or function is in conflict with a statute if it is expressly prohibited by a statute or there is a comprehensive scheme of legislation on the same general subject embodied in the Kentucky Revised Statutes, including but not limited to the provisions of KRS Chapters 95 and 96.

There also is a serious question of whether the provision of telecommunications services to the public for compensation is a public purpose<sup>6</sup> for purposes of KRS 82.082. In any event, the General Assembly's limitation, through enactment of KRS 96.160, of second class cities such as Frankfort to the provision of electric and water service is an express prohibition for purposes of the Home Rule Statute. Even if KRS 96.160 were not an express prohibition, Chapter 96 of the Kentucky Revised

---

<sup>5</sup> Even if applicable, KRS 82.082 would permit the FEWPB or the City to provide telecommunications services only within the boundaries of the City of Frankfort. See, Baker v. Richmond, Ky. App., 709 S.W.2d 472, 474 (1986) ("home rule statute deals with powers a city possesses within its boundaries . . .").

<sup>6</sup> A city acts in its proprietary capacity, as opposed to its governmental capacity, in the provision of utility services. See, Electric Plant Board of City of Mayfield v. City of Mayfield, 299 Ky. 375, 185 S.W.2d 411, 413 (1945).

Statutes constitutes "a comprehensive scheme of legislation on the same general subject." Indeed, KRS 82.082(2) recognizes it as such by specifically identifying Chapter 96 as one of the comprehensive legislative provisions prohibiting further municipal action under the Home Rule Statute. Because Chapter 96 constitutes a comprehensive scheme governing the provision of utility service by cities and their agents, the City and the FEWPB are prohibited from acting in any fashion not expressly authorized by Chapter 96, even if the proposed activity is not expressly prohibited by the chapter. Pierce v. Commonwealth, Ky., 777 S.W.2d 926, 928 (1989).

Although the FEWPB relies upon Sections 163 and 164 of the Kentucky Constitution and draws an inference that the FEWPB is qualified as a telecommunications carrier based on a federal court decision, Consolidated Television Cable Service, Inc. v. Frankfort, 857 Fd.2d 354 (6th Cir. 1988), cert denied, 489 U.S. 1082 (1989), it is important to note that the Kentucky Supreme Court specifically addressed the import of Sections 163 and 164 more recently, and concluded that these specific sections of the Kentucky Constitution do not grant municipalities the authority or right to sell commercial products which, in that case, was electricity. Florence v. Owen Electric Coop., Inc., Ky. 832 S.W. 2d 876 (1992).



For the foregoing reasons, there appears to be a serious question as to whether the FEWPB is authorized to provide telecommunications services.

2. IF THE PETITIONER IS AUTHORIZED TO PROVIDE TELECOMMUNICATIONS SERVICES, MUST THE PETITIONER OBTAIN PSC'S CERTIFICATION AS A CLEC?

If it should be determined that the FEWPB is authorized to provide telecommunications services, it appears that fundamental fairness requires that FEWPB must obtain certification from the Public Service Commission as a CLEC. If the Frankfort Electric and Water Plant Board should be determined to be authorized to provide telecommunications services, it will be competing with other telecommunications providers in a competitive marketplace. It appears only fair that the FEWPB should meet the same very minimal requirements as other telecommunications providers in the marketplace.

BellSouth welcomes the Petitioner into the telecommunications marketplace if it is legislatively authorized to be a participant. If so authorized, it should compete based on the merits of the products and services it wishes to provide to the public. BellSouth believes the Commission is in the best position, through the CLEC certification process, to ensure that competition proceeds fairly among all competitors.

Moreover, in that the FEWPB engaged in a long process of negotiations over an extended period of time without objecting

to the CLEC certification requirements contained in the interconnection agreement under discussion; in that the FEWPB filed this petition for arbitration pursuant to the Telecommunications Act; and further, in that the FEWPB stated its acceptance of BellSouth's terms and conditions for the interconnection agreement, it appears that the FEWPB has acceded to the jurisdiction of this Commission by its actions. Thus, if the Petitioner should be found to be authorized to provide telecommunications services, the Frankfort Electric and Water Plant Board should be required to obtain Commission certification as a CLEC.

#### V. CONCLUSION

BellSouth is in favor of competition and has reached agreement to connect with numerous CLECs. BellSouth is willing to reach agreement to interconnect on fair and reasonable terms with the FEWPB, as with any other competitors, if such is permitted by law. However, BellSouth has non-discrimination and parity obligations. There are serious questions of whether the Petitioner is authorized to provide telecommunications services and, if so, whether the Petitioner can do so on terms different from those of the other CLECs with whom BellSouth has entered into interconnection agreements.

WHEREFORE, BellSouth Telecommunications, Inc. respectfully requests that the Commission determine whether the Petitioner is authorized to offer telecommunications services and, if so, whether the Petitioner must obtain certification as a CLEC from this Commission.

Respectfully submitted,



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COUNSEL FOR BELL SOUTH  
TELECOMMUNICATIONS, INC.

196649

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served on the individuals on the attached Service List by mailing a copy thereof on this 17th day of February, 2000.

  
Dorothy J. Chambers

SERVICE LIST - PSC 99-443

Robert A. Bowman  
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Honorable John N. Hughes  
Attorney for Frankfort Electric &  
Plant Board  
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David Sandidge  
Electric and Water Plant Board  
of the City of Frankfort  
317 West Second Street  
Frankfort, KY. 40601

190458

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION RECEIVED

FEB 17 2000

In the Matter of:

PUBLIC SERVICE  
COMMISSION

PETITION OF THE ELECTRIC )  
AND WATER PLANT BOARD OF THE CITY )  
OF FRANKFORT FOR ARBITRATION OF )  
AN INTERCONNECTION ) CASE NO. 99-443  
AGREEMENT WITH BELLSOUTH )  
COMMUNICATIONS, INC., )  
PURSUANT TO SECTION 252(b) OF THE )  
TELECOMMUNICATIONS ACT OF 1996 )

**BRIEF OF FRANKFORT ELECTRIC AND WATER PLANT BOARD**

The Electric and Water Plant Board of the city of Frankfort, Kentucky (FEWPB), by counsel files this brief pursuant to the Commission's Order of January 28, 2000. On November 24, 1999, pursuant to Section 252(b) of the Communications Act of 1934 as amended, 47 U.S.C. Section 252(b), the FEWPB petitioned the Kentucky Public Service Commission for arbitration of unresolved issues in the interconnection negotiations between the FEWPB and BellSouth Communications, Inc. (BellSouth). Specifically, the FEWPB requested that the Commission find BellSouth is required to execute the negotiated Interconnection Agreement and all of its terms as agreed by the parties.

**I. INTRODUCTION**

Sections 251 and 252 of the Telecommunications Act encourage parties to negotiate a voluntary Interconnection Agreement. Section 251(c)(1) requires the incumbent local

exchange carrier to negotiate particular terms and conditions of the agreement to fulfill the duties described in the Act in Sections 251(b) and 251(c)(2)-(6).

As part of the negotiation process, the Act allows any party to petition the Commission for arbitration of unresolved issues, 47 U.S.C. Section 252(b)(2). The party requesting arbitration must submit all relevant documentation on the unresolved issues, the position of the parties with respect to those issues and any other matters unresolved by the parties. The nonpetitioning party to a negotiation may respond to the Petition for Arbitration and provide additional information within 25 days after the filing of the petition, 47 U.S.C. Section 252(b)(3). The Telecommunications Act restricts the Commission's review of any petition to unresolved issues, 47 U.S.C. Section 252(b)(4).

BellSouth and the FEWPB negotiated for a number of months and the FEWPB believed that an agreement had been reached on all terms of the Interconnection Agreement. Near the conclusion of the negotiations, BellSouth raised the issue of the legal authority of FEWPB to enter into an Interconnection Agreement. The status of the FEWPB as a telecommunications provider did not change in the period of the negotiation.

The FEWPB requests the Commission to determine that it is a qualified telecommunications carrier under the Act and that BellSouth must execute the Interconnection Agreement negotiated by the parties.

## **II. STATEMENT OF FACTS**

The FEWPB is a municipal corporation created by the City of Frankfort having its principal place of business at 317 West Second Street, Frankfort, Kentucky 40601. It is authorized to provide public utility services pursuant to KRS Chapters 96 and 58. It currently

provides electric, water, cable and telecommunication services to Franklin and surrounding counties.

BellSouth is an incumbent local exchange carrier (ILEC) in Kentucky as defined by the Telecommunications Act, 47 U.S.C. Section 251(h). Within its operating territory, BellSouth has at all relevant times been a monopoly provider of telephone exchange services.

Negotiations between BellSouth and FEWPB for interconnection pursuant to Section 251 of the Act began on July 20, 1998. The parties mutually agreed to several extensions of the negotiating period. BellSouth and FEWPB had numerous discussions by telephone about the rates, terms and conditions pursuant to which BellSouth would provide interconnection and related services and facilities to FEWPB. The purpose of these negotiations was to complete an interconnection agreement to allow the FEWPB to provide additional telecommunication services.

As a result of these good faith negotiations, BellSouth and FEWPB reached agreement on all issues related to the conditions, terms, rates and services to be included in the interconnection agreement. The FEWPB notified BellSouth by letter on November 5, 1999, of the acceptance of the final terminology and terms to be included in the agreement, with the exception of certain clauses related to the Commission's jurisdiction. (copy attached).

Pursuant to the Telecommunications Act, any party to a negotiation for interconnection agreement has the right to petition the Commission for arbitration of any issues whenever negotiations are unsuccessful, 47 U.S.C. Section 252(b).

Under the Act either party may seek arbitration between the 135th day and the 160th day after the date the ILEC received the request for negotiation. That date was July 20, 1998,



however, the parties by agreement extended that initial period to December 27, 1998, then to March 7, 1999, April 6, 1999, June 6, 1999, November 13, 1999, and finally to November 27, 1999.

### **III. ARBITRATION ISSUE**

The only unresolved issue is whether as a result of the FEWPB's acceptance of BellSouth's terms and conditions for the interconnection agreement, BellSouth is now required by law to execute the agreement. BellSouth has refused to execute the agreement on the grounds that the FEWPB lacks authority to provide telecommunication services and standing to execute an interconnection agreement.

The FEWPB believes that the interconnection agreement negotiated between the parties is consistent with the Telecommunications Act and those terms and provisions have been accepted by and agreed to by BellSouth. However, but for BellSouth's refusal to recognize the FEWPB as a telecommunications carrier, the Interconnection Agreement would be executed. Based upon these facts, the FEWPB requests the Commission to order BellSouth to execute the agreement.

### **IV. CONSTITUTIONAL PROVISIONS FOR UTILITY SERVICE**

Sections 163 and 164 of the Kentucky constitution give a city the power to grant franchises specifically for telephone service. An ordinance of the Board of Commissioners of the City of Frankfort provides for the FEWPB to operate a telephone system. The FEWPB has pursuant to the authority granted by KRS Chapters 58 and 96 provided telecommunications services as defined by the Telecommunications Act of 1996. Additionally, it has operated a CATV system, a telecommunications service, since August, 1952.

KRS 96.010(2) dispenses with the need for the city of Frankfort to specifically grant the FEWPB a franchise to operate a telephone system "...if the city owns or desires to own and operate a municipal plant to render the required service." Because Section 163 of the constitution grants a city the power to franchise telephone service, and Frankfort has done so through the relationship with the FEWPB, there can be no dispute as to the legal standing of the FEWPB to provide the service and, hence, qualify as a telecommunications carrier under the Act. In Consolidated Television Cable Service, Inc. vs. City of Frankfort, Ky., et al., 857 F.2d 354 (6th Cir., 1988) , cert. denied, 489 U.S. 1082, 109 S.Ct. 1537, 103 L.Ed.2d 847 (1989), the United States Sixth Circuit Court of Appeals held sections 163 and 164 of the Kentucky constitution and the statutory provisions of KRS Chapter 96 and 58 allow the FEWPB and the city to own and operate public facilities for which the city has the authority to grant a franchise and that a telephone system is such a facility. This case involved cable services, another type of utility service not mentioned in Chapter 96. Yet, the Court recognized that the underlying authority of the Board to provide the service, in spite of the lack of specific mention in the statute. The Court said that although sections 163 and 164 of the Kentucky Constitution do not specifically refer to CATV, they have been interpreted to include "railway, gas, water, steam heating, **telephone**, or electric light." The Court goes on to cite Ray v. City of Owensboro, Ky., 415 S.W.2d 77, 79 (1967), which held that these sections of the Constitution "should not be restricted to those utilities enumerated, but applies to all utilities and services which today might be proper subjects of control..." The Court concludes that "defendant's [FEWPB] actions in providing CATV services...are pursuant to 'clearly articulated and affirmatively expressed' Kentucky state law." There is no mention of

CATV in Chapter 96. The Court relies only on the broad power granted to cities to provide utility services. The same reasoning and the same judicial authority applies in this case involving telephone services.

As the court said in Morgan et al. v. Fayette Co. Bd. of Education, Ky., 172 S.W.2d 64, 66 (1943):

"The immediate occasion or specific purpose of legislation is not always controlling in the interpretation of a statute, for in an act conferring authority the question is the extent of authority conferred and the ultimate broad purpose of the enactment. Often the precise conditions have disappeared and the purpose of the law must of necessity be held adaptable to changed conditions, perhaps unforeseen or unimagined, if the object to be accomplished exists and the accomplishment of that object is the primary intent of the act."

BellSouth claims that there is a prohibition in the statutes precluding the FEWPB from providing telephone service. It cites no such prohibition, relying only on an implied restriction. However, a prohibition is an explicit statement such as found in KRS 177. 841: "...the erection or maintenance of any advertising devise upon or within 600 feet of any ... interstate highway...is prohibited."

There is a recent example of an explicit prohibition against a city offering telecommunications services. The city of Abilene, Texas wanted to provide telephone service to its inhabitants. A 1995 Texas law forbids cities from selling directly or indirectly telecommunications services to the public. Tex. Util. Code Ann., sec. 54.001, 54.201-.202, 3.25. Nothing in Chapter 96 or any other statute forbids the FEWPB from providing

telecommunications services. Because there is no prohibition from engaging in telecommunications and because the authority of the FEWPB is to provide utility service to its customers, it is indisputable that any activity related to utility service that is available to the Board is appropriate.

#### **V. OTHER SUPPORTING AUTHORITY FOR FEWPB'S POSITION**

The FEWPB has pursuant to the authority granted by KRS Chapters 58 and 96 provided telecommunications services as defined by the Act. Sections 163 and 164 of the Kentucky Constitution give a city the power to grant franchises specifically for telephone service. An ordinance of the Board of Commissioners of the City of Frankfort provides for the FEWPB to operate a telephone system. (copy attached). Additionally, it has operated a CATV system, a telecommunications service, since August, 1952 and more recently began providing fiber optic connectivity to more than forty state and city buildings as well as the local schools.

KRS 96.175 grants the FEWPB the authority to provide electric and water service and additionally grants it the "...express power and capacity to do any and all acts or things necessary or convenient for the carrying out of the purposes of KRS 96.171 to 96.188, including, **but not by way of limitation, the following express powers:...**".

BellSouth resists the Board's authority to provide telecommunications services by alleging that there is no express mention of telephone service, only of electric and water service. Such an interpretation of the statutes is in direct conflict with its terms. The statute has two unambiguous statements of authority that empower the Board to provide any type of utility service. The first is the clause that recites the express power to carry out any and all acts

necessary to fulfill the intent of KRS 96.171 to 96.188. The title of Chapter 96 is "Utilities in Cities". Therefore, it applies to all types of utilities. None are excluded from its scope. Second, the statute lists two types of utility service, electric and water, but specifically says that those items listed are **not by way of limitation on any other type of related service.**

BellSouth does not argue, or at least has not yet indicated that telecommunications is not a utility service, thus, it seems beyond dispute that it is. Being a utility service, telecommunications falls within the scope of the title of the Chapter and within the broad, unrestricted service that is envisioned in the statute.

If the unrestricted authority to determine the type of utility service granted in KRS 96.175 alone is insufficient to convince BellSouth, then taken in connection with KRS 96.182, there is no doubt of the expanse of the Board's power to act as it has. KRS 96.182 expressly authorizes the Board to use certain funds "...for the acquisition, construction, maintenance, improvement, addition to and operation of any 'public project' as the same is defined in subsection (1) of KRS 58.010...". That statute defines a public project very broadly as any public purpose and does not exclude telephone services. In Chrisman v. Cumberland Coach Lines, Ky., 249 S.W.2d 782 (1952) the court declared a transportation system a public project. The Court left no doubt about the broad scope of this authority: " The legislative determination of what is a public project will not be interfered with by the courts unless the judicial mind conceives it to be without reasonable relation to the public interest or welfare and to be without the scope of legitimate government." Chrisman, at page 784. The court also recognizes that proprietary functions of government are appropriate subjects of a city: "While common carrier transportation is a proprietary enterprise, it is certainly 'intended for

use in the promotion of the ...public welfare.'" Chrisman, at page 784.

Other city financed projects have involving utility services include: Williams v. Barbourville, Ky., 246 S.W.2d 591 (1952), which allowed a city operating an electric and water board to acquire a sewer system; Dunn v. Murray, Ky., 208 S.W.2d 309 (1948) and Davis v. Water-Sewer Sanitation Commission of Bowling Green, Ky., 223 FSupp 902 (D.C. Ky. 1963). These cases show that BellSouth's restrictive reading of the statute is unrealistic and contrary to previous determinations of Kentucky's courts.

## VI. HOME RULE

BellSouth argues an issue not even raised by the FEWPB, namely, that the "Home Rule" statute, KRS 82.082, prohibits the FEWPB from engaging in telecommunications services because Chapter 82 is restricted by Chapter 96. KRS 82.082 grants cities power to provide services "in furtherance of a public purpose" as long as that activity is not in conflict with the constitution or another statute. An activity is in conflict with a statute if **expressly prohibited**, or if there is a comprehensive scheme or regulation in other statutes. KRS 82.082(2).

BellSouth's argument is easily refuted by reference to Consolidated Television, supra, which found that the Board could as a public project pursuant to KRS 96.010 operate a telecommunications system.

There is no explicit prohibition in any statute preventing the FEWPB from offering telephone services. BellSouth's implied prohibition is insufficient to defeat this provision. Asserting Chapter 96 is comprehensive and thus excludes any other utility service, BellSouth claims that the Board cannot rely on this statute. BellSouth cannot be correct based on the

cases previously cited allowing cities to use utility funds to engage in utility activities other than water and electric.

## VII. TELECOMMUNICATION ACT OF 1996

47 U.S.C. sec. 153(48) defines telecommunications as the transmission between or among points of the user's choosing. Section 153(49) defines telecommunications carrier as **any** provider of telecommunications services. Section (51) defines "telecommunications service" as "...the offering of telecommunications for a fee directly to the public...regardless of the facilities used." Section (48) defines telecommunications as "...the transmission between or among points specified by the user, of information of the users choosing, without change in the form or content of the information sent and received." Because the FEWPB is already a telecommunications carrier by virtue of the array of services currently provided, it is by definition a "telecommunications carrier" under the Act. That alone is sufficient basis for the Commission to order BellSouth to execute the Agreement.

If BellSouth prevails in this matter, the FEWPB will be a telecommunications carrier for purposes of all telecommunications services, except telephone service. That incongruity is not contemplated by the Act and cannot be supported by logic or law. If the Board is a carrier for some purposes, it is a carrier for all. Telephone service cannot be segregated from any other aspect of telecommunications services.

Section 251(a)(1) of the Act imposes the duty on all telecommunications carriers to interconnect with other carriers. BellSouth is violating that duty by taking upon itself the determination that the FEWPB is not a telecommunications carrier and that the grant of authority of the Kentucky constitution and statutes, the action of the Commissioners of the

City of Frankfort and the long standing services offered by the FEWPB are unlawful. The Act makes no provision for BellSouth to make that determination or to use that issue as a basis for not allowing FEWPB the same terms and conditions of service as any other telecommunications provider.

Section 253(a) of the Act states: "No State or local statute or regulation, or other State or local legal requirement, may prohibit or have the effect of prohibiting the ability of **any entity** to provide any interstate or intrastate telecommunications service." The Act does not define "entity, therefore it must be given its ordinary meaning. Asgrow Seed Co. v. Winterboer, 513 U.S. 179, 187 (1997). That term has been defined in the context of other communications cases. In Alarm Industry Communications Counsel v. Federal Communications Commission, 131 F.3d 1066, 1069 (D.C. Cir. 1997), the court found that the definition of entity includes something that exists as a particular, discrete unit, a functional constituent of a whole and the broadest of all definitions that relate to bodies or units. Certainly, the FEWPB meets this array of definitions.

Entity is further broadened by the antecedent "any". The Supreme Court has held that when a definition is preceded by the term any it "undercuts the attempt to a narrow construction. U.S. v. James, 478 U.S. 597 (1986), Salinas v. U.S., 522 U.S. 52 (1997). The FCC has expressed a similar interpretation of the Act as broadening the scope of providers and telecommunications services. "Under the 1996 [Telecommunications] Act, the opening of one of the last monopoly bottleneck strongholds in telecommunications - the local exchange and exchange access markets - to competition is intended to pave the way for enhanced competition in **all** telecommunication markets, by **allowing all providers to enter all**



**markets. The opening of all telecommunications markets to all providers will blur traditional industry distinctions and bring new packages of services, lower prices and increased innovation to American consumers. The world envisioned by the 1996 Act is one in which all providers will have new competitive opportunities as well as new competitive challenges."** In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket 96-98, First Report and Order, FCC 96-325, paragraphs 3, 4.

Reinforcing this broad mandate to expand competitive opportunities is section 253(b) of the Act, which says: "Nothing in this section shall affect the ability of a State to impose on a competitively neutral basis and consistent with section 254, requirements necessary to preserve and advance universal service, protect the public safety and welfare, ensure the continued quality of telecommunications services and safeguard the rights of consumers." These powers granted to states relate to the regulation of services, not to the regulation of entry into the market. These powers assume that all providers of service must meet certain service performance standards, but does not imply that states can or should restrict new entrants into the telecommunications sector.

Section 261 of the Act allows states to enforce regulations or to enact regulations to regulate telecommunications services so long as those regulations "are not inconsistent with the provisions of this part." Part (c) of section 261 allows states to enact regulations "that are necessary to further competition in the provision of telephone exchange service or exchange access...". Certainly, regulations to further competition could not include the exclusion of an announced competitor from the field.

The point of each of these sections, and of the Act itself, is to foster competition, not hinder it. Artificial roadblocks and delaying tactics are direct challenges to the intent of the Act. For BellSouth to prevail in this matter, the Commission will have to determine that all of the broad powers granted to and exercised by the FEWPB, including other types of telecommunications services such as cable, internet, fiber optics, are insufficient to allow for the provision of local exchange service. Even if there is any doubt about the statutory authority of the Board to provide the service, the Commission should follow the unmistakable directive of the Act and liberally interpret the Board's powers to allow it to provide the service. Otherwise, the Commission will be denying a willing participant the opportunity to compete with BellSouth and to offer alternative telecommunication options to its citizens.

#### **VIII. BELLSOUTH'S CONFLICTING POSITIONS**

In prior Commission proceedings, BellSouth has insisted that the Commission move expeditiously to promote competition. For example, in its brief filed on September 18, 1997, in Case 96-608, it says on page four that the Commission should use the pending Section 271 docket "to move forward to expeditiously as possible to attain the ultimate goal of the 1996 Act - **competition in all telecommunications markets in Kentucky.**" Emphasis added.

In Case 97-074, BellSouth's application to restructure rates, it favorably cites a Commission statement on the benefits of competition: " Mr. Scheye's assessment...comports with this Commission's view expressed in the AT&T Arbitration Order: ...We seek to encourage facilities based competition."(page 8 of its Brief dated July 25, 1997).

In a brief filed in the United States District Court in Case 97-79, "AT&T Communications of the South Central States, Inc. v. BellSouth Telecommunications, Inc., et

al." , BellSouth touted its pro competitive stance: BellSouth is committed to the success of this new statutory scheme [Telecommunications Act of 1996] **and to enhancing competition in all telecommunications markets.**" (Brief, page 1, emphasis added). BellSouth reinforces its support of competition on pages 7 and 8 of that Brief: "...Congress decided to open to full and effective competition on a nationwide basis, the market for local telephone service. ...Congress expressly preempted all state and local barriers to entry...Congress rejected the idea that the local telephone exchange is a natural monopoly. ... In place of a single provider of local service, Congress sought to create a transition to effective facilities based competition." (emphasis original). BellSouth goes on to cite the legislative history of the Act, which discusses the goal of encouraging new carriers to compete with the incumbent LEC.

The FEWPB will be a facilities based competitor of BellSouth. If these statements of BellSouth are to have any effect and have any impact on the development of competition, it must support the entry of its only known competitor in Frankfort. If BellSouth favors competition and believes that competition is in its best interest and the best interest of its customers, it should be supporting not objecting to FEWPB's efforts to provide service.

In BellSouth's Motion for Reconsideration in Case 98-348, "Investigation Regarding Compliance of the Statement of Generally Available Terms of BellSouth Telecommunications, Inc. with Section 251 and Section 252(D) of the Telecommunications Act of 1996", it criticizes its competitors for opposing its efforts to obtain approval of its SGAT application: "A system that rewards such gamesmanship at the expense of innovation and investment provides no long-run benefits to consumers and is hardly pro-competitive. On the other hand, a system that prevents such manipulation of the regulatory rules clearly preserves new

entrants' incentives to engage in real, facilities-based competition **which will ultimately provide significant benefits to consumers in Kentucky.** (BellSouth's Motion to Reconsider, page 10, emphasis added). Here the table is turned and it is BellSouth that is engaging in gamesmanship to attempt to delay or prevent competition.

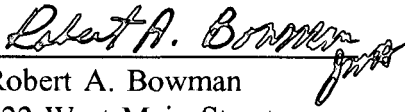
## IX. CONCLUSION

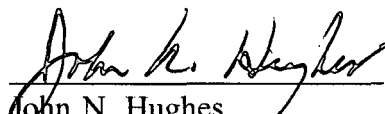
For BellSouth to put into effect its platitudes of competition and benefits of such to consumers, it must work with and support the efforts of new entrants into the market. Its actions must match its words. Based on the legal authorities cited in this Brief, there should be no question that the FEWPB has the power to provide telephone service. Even if there were an ambiguity in the statutes or a legitimate legal question about the Board's authority, BellSouth should use its vast resources to assist the Board. A level playing field is of no value if only one team is allowed to play on it.

Any effort by BellSouth to continue to thwart that ability only reinforces the notion that its words do not reflect its corporate policy and that its only goal is to prevent competition and retain its monopoly stranglehold on telephone services.

For these reasons, the Commission should determine that the FEWPB has complied with all requirements of the Act and that the interconnection agreement tendered must be executed by BellSouth.

SUBMITTED BY:

  
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(502) 227-7400

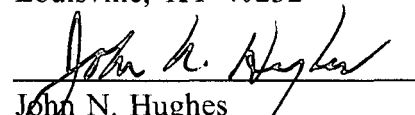
  
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And Water Plant Board

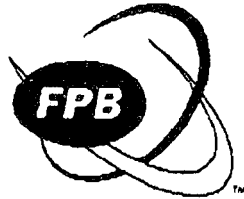
CERTIFICATION OF SERVICE

I certify that on February 17, 2000, a copy of the Brief was served on the following  
by first class mail:

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Louisville, KY 40232

  
John N. Hughes

Warner Caines  
General Manager



\* Electric \* Water \* Cable  
\* Cable Advertising \* Community TV

Frankfort Plant Board

November 5, 1999

Ms. Patricia C. Wanner  
Manager – Interconnection Services  
BellSouth Interconnection Services  
675 West Peachtree Street  
Room 34P70  
Atlanta, Georgia 30375

Re: Interconnection Agreement Between  
BellSouth and The Electric and  
Water Plant Board of the City of  
Frankfort, Kentucky

Dear Tricia:

Below, I have provided some limited background and a summary of the Frankfort Plant Board's understanding of the November 4, 1999 negotiating meeting conducted by conference call between Rick Findlay, you and myself.

### Background

Interconnection negotiations began on July 20, 1998. Several extensions have been mutually agreed to with the latest negotiating period formally ending November 13, 1999.

### Results of November 4<sup>th</sup> Meeting

Both parties have negotiated mutually acceptable terms and conditions for the interconnection agreement. Both parties agree to the negotiated terms and conditions as contained in BellSouth's June 10, 1999 transmittal to Rick Findlay except as changed and agreed to below:

#### General Terms and Conditions Part A

Section 7.7 will incorporate Parkie Jordan's proposed Limitation of Obligation language contained in Parkie's October 25, 1999 letter to Robert Bowman.

*Equal Opportunity/Affirmative Action Employer*

317 West Second Street (P.O. Box 308) Frankfort, Kentucky 40601 Phone (502) 223-3401  
Fax (502) 223-3887 [www.fewpb2.com](http://www.fewpb2.com)

November 5, 1999  
Page Two

**Section 15.6 has a grammar correction changing the word "effective" to "affected".**

### **General Terms and Conditions Part B**

**Local Traffic Definition - Use the local traffic definition as originally proposed by BellSouth in it's February 26, 1999 version instead of BellSouth's new proposed language shown in their June 10, 1999 transmittal.**

**Tariff Definition - Add the tariff definition shown in the June 10, 1999 transmittal unless BellSouth deems in appropriate. One use of the tariff definition is in 7.3.2.**

### **Attachment #4**

**Will be updated to the version revised July 28, 1999 and subsequently modified by Michelle Culver and Rick Findlay.**

### **Attachment #11**

**Will incorporate BellSouth's update which basically moves rates from Attachment #11 to other attachments or sections where the rates apply.**

### **Attachments In General**

**Remove the bold language in the beginning of the first page of each attachment except for Resale (Attachment #1) and Unbundled Network Elements (Attachment #2).**

**BellSouth will forward a final version of the agreement early next week to David Sandidge and to Rick Findlay.**

## **BellSouth May Not Execute Interconnection Agreement**

**BellSouth may not execute the agreement because in BellSouth's opinion the Frankfort Plant Board has not demonstrated its authority to provide telephone service. This issue was not raised by BellSouth until about fifteen months into negotiations. The Plant Board does not wish to extend the current negotiation period.**

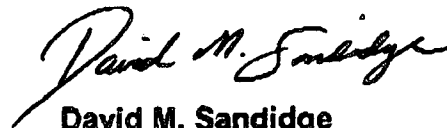
November 5, 1999  
Page Three

If BellSouth decides to execute the agreement, then BellSouth needs to provide a formal statement to the Frankfort Plant Board by the end of business on November 9, 1999 to David Sandidge, stating its official intent to execute the agreement by November 30, 1999. In the absence of such a communication, the Frankfort Plant Board will consider other courses or action to resolve the issue.

**If Bell South Decides to  
Execute the Agreement**

If BellSouth decides to execute the agreement, the agreements previously transmitted will be executed by the Frankfort Plant Board.

Sincerely,



David M. Sandidge  
Assistant General Manager

DMS/sc

c: Bob Bowman  
Warner Caines  
Bill Davis  
Rick Findlay  
Jack Hughes



**CITY OF FRANKFORT ORDINANCE AUTHORIZING  
TELEPHONE SERVICES**

ORDINANCE NO. 20, 1999 SERIESAN ORDINANCE RELATING TO THE IMPROVEMENT AND EXPANSION  
OF THE CABLE TELEVISION SYSTEM OF THE ELECTRIC AND WATER  
PLANT BOARD OF THE CITY OF FRANKFORT, KENTUCKY

WHEREAS, the Electric and Water Plant Board of the City of Frankfort, Kentucky (the "Board"), established by the City of Frankfort, Kentucky (the "City"), owns and operates a municipal cable television system (the "System") for the benefit of the citizens and residents of the City and its environs, the System having been originally acquired and established by the Board in 1952 and operated, until January 1, 1988, by Community Cable Television Service, Inc., under contract with the Board; and

WHEREAS, the Board has improved and expanded the facilities of the System from time to time and has taken action necessary and proper for its operation and maintenance, including the setting of rates for the use of the System, the collection of charges therefor and the separate accounting of revenues and expenses with respect to the System; and

WHEREAS, such operation and administration of the System by the Board has been and continues to be conducted, with the approval of the City, as a public project within the meaning of KRS 58.010, separate and apart from the custody and operation by the Board of its combined municipal electric and water system; and

WHEREAS, the Board is prepared to proceed with the acquisition, construction, installation and financing of major improvements to and expansions of the System, including new cable television facilities and a new integrated fiber optic based full service network and related facilities used for expanded cable television services, telephone service, home security, internet access, data transmission, internal communications and other telecommunications services, according to the Board's Full Service Network Business Plan, estimated to cost approximately \$30 million (collectively the "Project"), and plans to finance the costs of the Project, in participation with a corporate agency and instrumentality of the Board to be created (the "Agency"), under the Governmental Leasing Act (KRS 65.940 through 65.956) and applicable Kentucky appellate court decisions (collectively the "Act") and to secure such financing by a pledge of the revenues of the System, as improved and expanded by the Project (the "Expanded System"), and by mortgaging and granting a security interest in the System (including real and personal properties); and

WHEREAS, at the request of the Board, the City desires to approve the Expanded System as a public project within the meaning of KRS 58.010 which is to be held, operated, administered, maintained and improved from time to time exclusively by the Board, with the participation of the Agency, according to its sound and reasonable business policies and standards;

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF FRANKFORT,  
KENTUCKY AS FOLLOWS:

Section 1. The facts and statements contained in the foregoing preamble of this Ordinance, including the terms defined therein, are hereby affirmed and incorporated as a part of this Ordinance.

Section 2. The City acknowledges and approves the Expanded System, and its operation, maintenance, administration and control by the Board, as a public project within the meaning of KRS 58.010 and further acknowledges and consents to the above-described financing of the Expanded Project pursuant to the Act, the conveyance of the Expanded System properties to the Agency for financing purposes and the described encumbering of such properties and the revenues of the Expanded System to secure the financing; provided, however, that the approval and consent herein given shall not in any manner constitute or be construed as an endorsement, adoption or warranty on the part of the City of such financing by the Board, and the obligations of the Board under the financing shall be limited obligations only of the Board payable solely from the revenues of the Expanded System and the assets of the Expanded System encumbered to secure such financing.

Section 3. If any section, paragraph, clause and provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions.

Section 4. This Ordinance shall be in full force and effect from and after its adoption as provided by law.

First reading ~~and passage~~ on June 28, 1999.

Second reading and final adoption on July 12, 1999.

ATTEST:

William D. May Jr.  
Mayor

Shirley Brown  
City Clerk

Published on 7/19, 1999.

Summary: This Ordinance approves major improvements to and expansions of the municipal cable television system of the Electric and Water Plant Board of the City of Frankfort, Kentucky, as a public project within the meaning of KRS 58.010 and consents to the Board's financing of the project and the encumbering of the expanded system to secure the financing. The expanded system will comprise an integrated fiber optic-based full service network.

[Signature]  
City Solicitor



COMMONWEALTH OF KENTUCKY  
**PUBLIC SERVICE COMMISSION**  
730 SCHENKEL LANE  
POST OFFICE BOX 615  
FRANKFORT, KY. 40602  
(502) 564-3940

January 28, 2000

To: All parties of record

RE: Case No. 1999-443

We enclose one attested copy of the Commission's Order in  
the above case.

Sincerely,

*Stephanie J. Bell*  
Stephanie Bell  
Secretary of the Commission

SB/sa  
Enclosure

Robert A. Bowman  
222 West Main Street  
Frankfort, KY 40601

Honorable John N. Hughes  
Attorney for Frankfort Electric &  
Plant Board  
124 West Todd Street  
Frankfort, KY 40601

David Sandidge  
Electric and Water Plant Board  
of the city of Frankfort  
317 West Second Street  
Frankfort, KY 40601

Patricia C. Wanner  
Manager-Interconnection Services  
BellSouth Interconnection Services  
675 West Peachtree Street, N.E.  
Room 34P70  
Atlanta, GA 30375

Parkie Jordan  
BellSouth Telecommunications, Inc.  
675 West Peachtree Street, N.E.  
Atlanta, GA 30375

Honorable Dorothy J. Chambers  
General Attorney  
BellSouth Telecommunications, Inc.  
P.O. Box 32410  
Louisville, KY 40232

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

PETITION OF THE ELECTRIC AND )  
WATER PLANT BOARD OF THE )  
CITY OF FRANKFORT FOR ARBITRATION )  
OF AN INTERCONNECTION AGREEMENT ) CASE NO. 99-443  
WITH BELL SOUTH TELECOMMUNICATIONS, )  
INC. PURSUANT TO SECTION 252(b) OF )  
THE TELECOMMUNICATIONS ACT OF 1996 )

O R D E R

On November 24, 1999, the Electric and Water Plant Board of the City of Frankfort filed a petition for arbitration with BellSouth Telecommunications, Inc. ("BellSouth"). On December 17, 1999, BellSouth filed a response to the petition.

The Commission, having reviewed the petition and the response, finds that the disputed issues are legal in nature. Accordingly, the Commission HEREBY ORDERS the parties to file briefs regarding the legal issues in this proceeding. Simultaneous briefs are due 20 days from the date of this Order; replies are due 30 days from the date of this Order.

Done at Frankfort, Kentucky, this 28th day of January, 2000.

By the Commission

ATTEST:

Deputy

  
\_\_\_\_\_  
Executive Director

BellSouth Telecommunications, Inc.  
P. O. Box 32410  
Louisville, Kentucky 40232  
or

502 582-8219  
Fax 502 582-1573  
Internet  
Creighton.E.Mershon@bridge.bellsouth.com

Creighton E. Mershon, Sr.  
General Counsel - Kentucky

BellSouth Telecommunications, Inc.  
601 West Chestnut Street, Room 407  
Louisville, Kentucky 40203

January 25, 2000

RECEIVED  
JAN 25 2000  
PUBLIC SERVICE  
COMMISSION

Mr. Martin J. Huelsmann, Jr.  
Executive Director  
Public Service Commission  
730 Schenkel Lane  
P. O. Box 615  
Frankfort, KY 40602

Re: Petition of the Electric and Water Plant Board of the  
City of Frankfort for Arbitration of an  
Interconnection Agreement with BellSouth  
Telecommunications, Inc. Pursuant to Sections 252(b)  
of the Telecommunications Act of 1996  
PSC 99-443

Dear Mr. Huelsmann:

I am in receipt of a letter dated January 14, 2000,  
addressed to Helen Helton from John Hughes, counsel for the  
Frankfort Electric and Water Plant Board (FEWPB) that apparently  
files an Interconnection Agreement together with a statement  
that said Agreement is agreeable to BellSouth and FEWPB.

BellSouth negotiated with the FEWPB on the assumption that  
it intended to comply with the minimal requirements of the  
Kentucky Public Service Commission to be certified as a  
Competitive Local Exchange Carrier (CLEC). When BellSouth  
learned that the FEWPB did not intend to seek CLEC status with  
the Commission and, upon further investigation, did not appear  
to have the authority to provide telecommunications services  
from the Kentucky General Assembly, BellSouth refused to sign an  
interconnection agreement.

Therefore, any interconnection agreement between BellSouth  
and FEWPB is merely a draft and is not acceptable to BellSouth  
at this time. The issue of the FEWPB's authority to provide

Mr. Martin J. Huelsmann, Jr.  
January 25, 2000  
Page 2

telecommunications services is now before the Commission. It is obviously a critical issue. Until that issue has been fully litigated, it is premature to present an interconnection agreement, particularly an unsigned one, to the Commission for its consideration.

Sincerely,



Creighton E. Mershon, Sr.

cc: John N. Hughes, Esq.  
Deborah Eversole, Esq.

194486



JOHN N. HUGHES  
*Attorney at Law*  
Professional Service Corporation  
124 WEST TODD STREET  
FRANKFORT, KENTUCKY 40601

Telephone:  
(502) 227-7270

Telecopier:  
(502) 875-7059

January 14, 2000

Helen Helton  
Executive Director  
Public Service Commission  
Box 615  
Frankfort, KY 40602

RECEIVED  
JAN 14 2000  
PUBLIC SERVICE  
COMMISSION

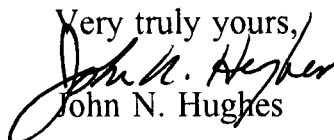
Re: Case No 99-443

Dear Ms. Helton:

Pursuant to a conversation with Deborah Eversole, attached are six copies of the Interconnection Agreement between the Frankfort Electric and Water Plant Board and BellSouth Telecommunications Inc. This proposed Agreement in its present form is agreeable to both the FEWPB and BST. However, the following paragraphs may need to be modified to reflect the Commission's decision in the pending arbitration proceeding. These sections relate to the requirement of the FEWPB to obtain PSC authorization to provide telecommunications services:

General Terms and Conditions, Part A, page 1, 3rd paragraph;  
Attachment 1 Resale, 2.6, 2.7, 2.8, 4.3, 6.1 and 7.1;  
Attachment 7 Billing and Billing Accuracy Certification, 1.2

Except for these possible changes, the parties have agreed to the terms of the tendered Interconnection Agreement.

Very truly yours,  
  
John N. Hughes

Attorney for the Frankfort  
Electric and Water Plant Board

cc: David Sandidge  
Robert Bowman  
Creighton Mershon

RECEIVED  
JAN 14 2000  
PUBLIC SERVICE  
COMMISSION

**AGREEMENT  
BETWEEN  
BELLSOUTH TELECOMMUNICATIONS INC.  
AND  
THE ELECTRIC AND WATER PLANT BOARD  
OF THE  
CITY OF FRANKFORT, KENTUCKY**

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**Attachment 9 - Performance Measurements**

**Attachment 10- Agreement Implementation Template**

## AGREEMENT

**THIS AGREEMENT** is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and The Electric and Water Plant Board of the City of Frankfort, Kentucky, ("Frankfort Plant Board"), a Kentucky municipality, and shall be deemed effective as of \_\_\_\_\_, 2000. This Agreement may refer to either BellSouth or Frankfort Plant Board or both as a "Party" or "Parties."

### WITNESSETH

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

WHEREAS, Frankfort Plant Board is an alternative local exchange telecommunications company ("CLEC") authorized to provide telecommunications services in the state of Kentucky; and

WHEREAS, the Parties wish to resell BellSouth's telecommunications services and/or interconnect their facilities, purchase network elements and other services, and exchange traffic specifically for the purposes of fulfilling their 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 Frankfort Plant Board agree as follows:

1. **Purpose**

The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform with each Parties' obligations under sections 251 and 252 of the Act. The resale, access and interconnection obligations contained herein enable Frankfort Plant Board to provide competing telephone exchange service to residential and business subscribers within the territory of BellSouth. The Parties agree that Frankfort Plant Board 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.

**2. Term of the Agreement**

2.1 The term of this Agreement shall be three years, beginning \_\_\_\_\_, 2000.

2.2 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall 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"). The Parties further agree that any such Subsequent Agreement shall be for a term of no less than two (2) years unless the Parties agree otherwise.

2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2, above, the Parties are unable to satisfactorily negotiate new resale and/or local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection and/or resale arrangements pursuant to 47 USC 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection and/or resale arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection and/or resale arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement. Until the Subsequent Agreement becomes effective, the Parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

**3. Ordering Procedures**

3.1 Frankfort Plant Board shall provide BellSouth its Carrier Identification Code (CIC), Operating Company Number (OCN), Group Access Code (GAC) and Access Customer Name and Address (ACNA) code as applicable prior to placing its first order.

3.2 Detailed procedures for ordering and provisioning BellSouth services are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate.

3.3 BellSouth has developed electronic systems for placing most resale and some Unbundled Network Element (UNE) orders. BellSouth has also developed electronic systems for accessing data needed to place orders

including valid address, available services and features, available telephone numbers, due date estimation on pre-order and calculation on firm order, and customer service records where applicable. Charges for Operational Support Systems (OSS) shall be as set forth in this Agreement in Attachment 1 and/or in Attachment 2, 3, 5 and 7 as applicable.

**4. Parity**

The services and service provisioning that BellSouth provides Frankfort Plant Board for resale will be at least equal in quality to that provided to BellSouth, or any BellSouth subsidiary, affiliate or end user. In connection with resale, BellSouth will provide Frankfort Plant Board with pre-ordering, ordering, maintenance and trouble reporting, and daily usage data functionality that will enable Frankfort Plant Board to provide equivalent levels of customer service to their local exchange customers as BellSouth provides to its own end users. BellSouth shall also provide Frankfort Plant Board with unbundled network elements, and access to those elements, that is at least equal in quality to that which BellSouth provides BellSouth, or any BellSouth subsidiary, affiliate or other CLEC. BellSouth will provide number portability to Frankfort Plant Board and their customers with minimum impairment of functionality, quality, reliability and convenience.

**5. White Pages Listings**

BellSouth shall provide Frankfort Plant Board and its customers access to white pages directory listings under the following terms:

- 5.1 Listings. BellSouth or its agent will include Frankfort Plant Board residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between Frankfort Plant Board and BellSouth subscribers.
- 5.2 Rates. Subscriber primary listing information in the White Pages shall be provided at no charge to Frankfort Plant Board or its subscribers provided that Frankfort Plant Board provides subscriber listing information to BellSouth at no charge.
- 5.3 Procedures for Submitting Frankfort Plant Board Subscriber Information. BellSouth will provide to Frankfort Plant Board a magnetic tape or computer disk containing the proper format for submitting subscriber listings. Frankfort Plant Board will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. These

procedures are detailed in BellSouth's Local Interconnection and Facility Based Ordering Guide.

- 5.4 Unlisted/Non-Published Subscribers. Frankfort Plant Board will be required to provide to BellSouth the names, addresses and telephone numbers of all Frankfort Plant Board customers that wish to be omitted from directories.
- 5.5 Inclusion of Frankfort Plant Board Customers in Directory Assistance Database. BellSouth will include and maintain Frankfort Plant Board subscriber listings in BellSouth's Directory Assistance databases at no charge. BellSouth and Frankfort Plant Board will formulate appropriate procedures regarding lead time, timeliness, format and content of listing information.
- 5.6 Listing Information Confidentiality. BellSouth will accord Frankfort Plant Board's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to Frankfort Plant Board's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.
- 5.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.
- 5.8 Delivery. BellSouth or its agent shall deliver White Pages directories to Frankfort Plant Board subscribers at no charge.
6. Bona Fide Request/New Business Request Process for Further Unbundling

**If Frankfort Plant Board is a facilities based provider or a facilities based and resale provider, this section shall apply.** BellSouth shall, upon request of Frankfort Plant Board, provide to Frankfort Plant Board access to its network elements at any technically feasible point for the provision of Frankfort Plant Board's telecommunications service where such access is necessary and failure to provide access would impair the ability of Frankfort Plant Board to provide services that it seeks to offer. Any request by Frankfort Plant Board for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth following.

- 6.1 A Bona Fide Request/New Business Request shall be submitted in writing to Frankfort Plant Board's Account Manager by Frankfort Plant Board and shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include Frankfort Plant Board's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.

7. **Liability and Indemnification**

- 7.1 **BellSouth Liability.** BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible Frankfort Plant Board revenues.

- 7.2 **Liability for Acts or Omissions of Third Parties.** Neither BellSouth nor Frankfort Plant Board shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Agreement.

7.3 **Limitation of Liability.**

- 7.3.1 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 this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

- 7.3.2 **Limitations in Tariffs.** A Party may, in its sole discretion, provide in its tariffs and contracts with its Customer and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to Customer or third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such Loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a Loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such Loss.



- 7.3.3 Neither BellSouth nor Frankfort Plant Board shall be liable for damages to the other's terminal location, POI or other company's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.
- 7.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 7.4 Indemnification for Certain Claims. BellSouth and Frankfort Plant Board providing services, their affiliates and their parent company, shall be indemnified, defended and held harmless by each other against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the other company's customer arising from one company's use or reliance on the other company's services, actions, duties, or obligations arising out of this Agreement.
- 7.5 No liability for Certain Inaccurate Data. Neither BellSouth nor Frankfort Plant Board assumes any liability for the accuracy of data provided by one Party to the other and each Party agrees to indemnify and hold harmless the other for any claim, action, cause of action, damage, or injury that might result from the supply of inaccurate data in conjunction with the provision of any service provided pursuant to this Agreement.
- 7.6 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE,

ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING,  
OR FROM USAGES OF TRADE.

7.7 **Limitation of Obligation.** It is expressly agreed that all obligations of each Party under this Agreement, including but not limited to any indemnification obligations, shall be payable solely in accordance with applicable federal, state and municipal laws, ordinances and regulations.

8. **Intellectual Property Rights and Indemnification**

8.1 **No License.** No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Frankfort Plant Board is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark.

8.2 **Ownership of Intellectual Property.** Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

8.3 **Indemnification.** The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 7 of this Agreement.

8.4 **Claim of Infringement.** In the event that use of any facilities or equipment (including software), becomes, or in reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense, but subject to the limitations of liability set forth below:

- 8.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 8.4.2 obtain a license sufficient to allow such use to continue.
- 8.4.3 In the event 8.4.1 or 8.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

8.5 **Exception to Obligations.** Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

8.6 **Exclusive Remedy.** The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

## 9. **Treatment of Proprietary and Confidential Information**

9.1 **Confidential Information.** It may be necessary for BellSouth and Frankfort Plant Board to provide each other with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). All Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. The Information shall not be copied or reproduced in any form. BellSouth and Frankfort Plant Board shall receive such Information and not disclose such Information. BellSouth and Frankfort Plant Board shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and Frankfort Plant Board with a need to know such Information and which employees agree to be bound by the terms of this Section. BellSouth and Frankfort Plant Board will use

the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

- 9.2 **Exception to Obligation.** Notwithstanding the foregoing, there will be no obligation on BellSouth or Frankfort Plant Board to protect any portion of the Information that is: (1) made publicly available by the owner of the Information or lawfully disclosed by a Party other than BellSouth or Frankfort Plant Board; (2) lawfully obtained from any source other than the owner of the Information; (3) previously known to the receiving Party without an obligation to keep it confidential; or (4) required by applicable federal, state or local law, order or regulation to be disclosed.

10. **Assignments**

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void, however, such consent shall not be unreasonably withheld. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate company of the Party without the consent of the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

11. **Resolution of Disputes**

Except as otherwise stated in this Agreement, the Parties agree 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 for a resolution of the dispute after attempts to resolve the dispute at all management levels for each of the respective Parties have failed. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

12. **Taxes**

- 12.1 **Definition.** For purposes of this Section, the terms "taxes" and "fees" shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished

hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

**12.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.**

**12.2.1** Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

**12.2.2** Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

**12.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.**

**12.3.1** Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

**12.3.2** To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

**12.3.3** If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

**12.3.4** In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during

the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

- 12.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 12.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 12.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 12.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- 12.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 12.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 12.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees;

provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

- 12.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 12.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 12.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 12.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 12.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

**13. Force Majeure**

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or

negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

**14. Year 2000 Compliance**

Each Party warrants that it has implemented a program the goal of which is to ensure that all software, hardware and related materials (collectively called "Systems") delivered, connected with BellSouth or supplied in the furtherance of the terms and conditions specified in this Agreement: (i) will record, store, process and display calendar dates falling on or after January 1, 2000, in the same manner, and with the same functionality as such software records, stores, processes and displays calendar dates falling on or before December 31, 1999; and (ii) shall include without limitation date data century recognition, calculations that accommodate same century and multicentury formulas and date values, and date data interface values that reflect the century.

**15. Modification of Agreement**

- 15.1** BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Frankfort Plant Board any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are interrelated or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.
- 15.2** If Frankfort Plant Board changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Frankfort Plant Board to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.



- 15.3 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.
- 15.4 Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).
- 15.5 In the event that any final and nonappealable legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Frankfort Plant Board or BellSouth to perform any material terms of this Agreement, Frankfort Plant Board or BellSouth may, on thirty (30) days written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 11.
- 15.6 If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be affected thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

16. **Waivers**

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

17. **Governing Law**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state in which dispute arises, without regard to its conflict of laws principles.

**18. Arm's Length Negotiations**

This Agreement was executed after arm's length negotiations between the undersigned Parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all Parties.

**19. Notices**

**19.1** Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, addressed to:

**BellSouth Telecommunications, Inc.**

CLEC Account Team  
9<sup>th</sup> Floor  
600 North 19<sup>th</sup> Street  
Birmingham, Alabama 35203

and

General Attorney - COU  
Suite 4300  
675 W. Peachtree St.  
Atlanta, GA 30375

**Frankfort Plant Board**  
Assistant General Manager  
317 West Second Street  
Frankfort, KY 40601

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

**19.2** Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

**19.3** BellSouth shall provide Frankfort Plant Board 45-day advance notice via Internet posting of price changes and of changes to the terms and conditions of services available for resale. To the extent that revisions occur between the time BellSouth notifies Frankfort Plant Board of changes under this Agreement and the time the changes are scheduled to

be implemented, BellSouth will immediately notify Frankfort Plant Board of such revisions consistent with its internal notification process. Frankfort Plant Board may not hold BellSouth responsible for any cost incurred as a result of such revisions, unless such costs are incurred as a result of BellSouth's intentional misconduct. Frankfort Plant Board may not utilize any notice given under this subsection concerning a service to market resold offerings of that service in advance of BellSouth.

**20. Rule of Construction**

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

**21. Headings of No Force or Effect**

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

**22. Multiple Counterparts**

This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

**23. Implementation of Agreement**

23.1 The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. The Parties further agree that it is not feasible for this Agreement to set forth each of the applicable and necessary procedures, guidelines, specifications and standards that will promote the Parties' provision of Telecommunications Services to their respective Customers. Accordingly, the Parties each agree to designate a representative to coordinate all implementation activities and where necessary to include technical specialists for each Party or other individuals as may be reasonably required to address a specific task, matter or subject.

23.2 **If Frankfort Plant Board is a facilities based provider or a facilities based and resale provider, this section shall apply.** Within 2 years of the execution of this Agreement, or as may be otherwise mutually agreed upon by the Parties, the parties will adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to:

- 1) Network design;
- 2) Interconnection points;
- 3) Collocation arrangement requests;
- 4) Pre-sales testing;
- 5) Full operational time frames for the business and residential markets.
- 6) Other matters agreed upon by the Parties as required.

An implementation template to be used for the implementation schedule is contained in Attachment 9 of this Agreement.

**24. Filing of Agreement**

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, said costs shall be borne by Frankfort Plant Board.

**25. Entire Agreement**

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior Agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

**This Agreement may include attachments with provisions for the following services:**

Network Elements and Other Services  
Local Interconnection  
Resale  
Collocation

**The following services are included as options for purchase by Frankfort Plant Board. Frankfort Plant Board shall elect said services by written request to its Account Manager if applicable:**

Optional Daily Usage File (ODUF)  
Enhanced Optional Daily Usage File (EODUF)  
Access Daily Usage File (ADUF)

Line Information Database (LIDB) Storage  
Centralized Message Distribution Service (CMDS)  
Calling Name (CNAM)

**26. Non Exclusive Nature**

Nothing contained herein shall prevent or penalize the Frankfort Plant Board from opting to use similar services to those provided by BellSouth from any third party if and when such services become available.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year above first written.

**BellSouth Telecommunications, Inc.**

**Electric and Water Plant Board of the  
City of Frankfort, Kentucky**

\_\_\_\_\_  
Signature  
  
Jerry D. Hendrix  
\_\_\_\_\_  
Name  
  
Senior Director  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
  
E. Bruce Dungan  
\_\_\_\_\_  
Name  
  
Board Chairperson  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
  
James Liebman  
\_\_\_\_\_  
Name  
  
Board Secretary & Treasurer  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

## Definitions

**Affiliate** is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

**Centralized Message Distribution System** is the Telcordia (formerly BellCore) administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Interface (EMI) formatted data among host companies.

**Commission** is defined as the appropriate regulatory agency in each of BellSouth's nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

**Daily Usage File** is the compilation of messages or copies of messages in standard Exchange Message Interface (EMI) format exchanged from BellSouth to a CLEC.

**Exchange Message Interface** is the nationally administered standard format for the exchange of data among the Exchange Carriers within the telecommunications industry.

**Information Service** means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.

**Intercompany Settlements (ICS)** is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls and is administered by Telcordia (formerly BellCore)'s Calling Card and Third Number Settlement System (CATS). Included is traffic that originates in one Regional Bell Operating Company's (RBOC) territory and bills in another RBOC's territory.

**Intermediary function** is defined as the delivery of traffic from Frankfort Plant Board; a CLEC other than Frankfort Plant Board or another telecommunications carrier through the network of BellSouth or Frankfort Plant Board to an end user of Frankfort Plant Board; a CLEC other than Frankfort Plant Board or another telecommunications carrier.

**Local Interconnection** is defined as 1) the delivery of local traffic to be terminated on each Party's local network so that end users of either Party have the ability to reach end users of the other Party without the use of any access code or substantial delay in the processing of the call; 2) the LEC network features, functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability sometimes referred

to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.

**Local Traffic** is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS"). The terms Exchange and EAS exchanges are defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Until the Commission, the FCC or a court of competent jurisdiction determines, in a final and non-appealable order ("Order"), whether Enhanced Service Provider ("ESP") and Information Service Provider ("ISP") traffic is within the definition of Local Traffic, such traffic will be held for payment until the jurisdiction of such traffic is determined. The Parties will maintain billing records identifying all such ESP and ISP traffic and will adjust, if necessary, their mutual compensation billing for such local traffic termination consistent with the final Commission, FCC or court decision. The period of adjustment shall be from the effective date of this Agreement to the date the order of the Commission, the FCC or the court becomes final and nonappealable.

**Message Distribution** is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.

**Multiple Exchange Carrier Access Billing ("MECAB")** means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Telcordia (formerly BellCore) as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or CLECs or by one LEC in two or more states within a single LATA.

**Network Element** is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers access to the Network Elements, unbundled loops; network interface device; sub-loop elements; local switching; transport; tandem switching; operator systems; signaling; access to call-related databases; dark fiber as set forth in Attachment 2 of this Agreement.

**Non-Intercompany Settlement System (NICS)** is the Telcordia (formerly BellCore) system that calculates non-intercompany settlements amounts due from one company to another within the same RBOC region. It includes credit card, third number and collect messages.

**Percent of Interstate Usage (PIU)** is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as

interstate access services minutes of use. The numerator includes all interstate "non-intermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "non-intermediary", local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating Party pays services.

**Percent Local Usage (PLU)** is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "non-intermediary" local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating Party pays minutes of use.

**Revenue Accounting Office (RAO) Status Company** is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

**Service Control Points ("SCPs")** are defined as databases that store information and have the ability to manipulate data required to offer particular services.

**Signal Transfer Points ("STPs")** are signaling message switches that interconnect Signaling Links to route signaling messages between switches and databases. STPs enable the exchange of Signaling System 7 ("SS7") messages between switching elements, database elements and STPs. STPs provide access to various BellSouth and third party network elements such as local switching and databases.

**Signaling links** are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a set of two or four dedicated 56 kbps transmission paths between Frankfort Plant Board designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point.

**Telecommunications** means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

**Telecommunications Service** means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

**Telecommunications Act of 1996 ("Act")** means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, USC Section 1 et. seq.).



**Attachment 1**

**Resale**

## **RESALE**

### **1 Discount Rates**

The rates pursuant by which Frankfort Plant Board is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

### **2 Definition of Terms**

- 2.1 **CUSTOMER OF RECORD** means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.
- 2.2 **DEPOSIT** means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.
- 2.3 **END USER** means the ultimate user of the telecommunications services.
- 2.4 **END USER CUSTOMER LOCATION** means the physical location of the premises where an end user makes use of the telecommunications services.
- 2.5 **NEW SERVICES** means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- 2.6 **OTHER/COMPETITIVE LOCAL EXCHANGE COMPANY (OLEC/CLEC)** means a telephone company certificated by the public service commissions of BellSouth's franchised area to provide local exchange service within BellSouth's franchised area.

- 2.7 RESALE means an activity wherein a certificated CLEC, such as Frankfort Plant Board subscribes to the telecommunications services of BellSouth and then reoffers those telecommunications services to the public (with or without "adding value").
- 2.8 RESALE SERVICE AREA means the area, as defined in a public service commission approved certificate of operation, within which a CLEC, such as Frankfort Plant Board, may offer resold local exchange telecommunications service.

### 3 General Provisions

- 3.1 Frankfort Plant Board may resell the tariffed local exchange and toll telecommunications services of BellSouth contained in the General Subscriber Service Tariff and Private Line Service Tariff subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other services specified in this Attachment. BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this Agreement and subject to the exclusions and limitations set forth in Exhibit B to this Agreement. BellSouth does not however waive its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. The Parties reserve the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.

- 3.2 Frankfort Plant Board may purchase resale services from BellSouth for their own use in operating their business. The resale discount will apply to those services under the following conditions:

3.2.1 Frankfort Plant Board must resell services to other end users.

- 3.2.2 Frankfort Plant Board must order services through resale interfaces, i. e., the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant to Section 3 of the General Terms and Conditions.**
- 3.2.3 Frankfort Plant Board cannot be an alternative local exchange telecommunications company for the single purpose of selling to themselves.**
- 3.3 The provision of services by BellSouth to Frankfort Plant Board does not constitute a joint undertaking for the furnishing of any service.**
- 3.4 Frankfort Plant Board will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from Frankfort Plant Board for all services.**
- 3.5 Frankfort Plant Board will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the end user except to the extent provided for herein.**
- 3.6 BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth.**
- 3.7 BellSouth maintains the right to serve directly any end user within the service area of Frankfort Plant Board. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of Frankfort Plant Board.**
- 3.8 Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.**
- 3.9 Current telephone numbers may normally be retained by the end user. However, telephone numbers are the property of BellSouth and are assigned to the service furnished. Frankfort Plant Board has no property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business.**

- 3.10** For the purpose of the resale of BellSouth's telecommunications services by Frankfort Plant Board, BellSouth will provide Frankfort Plant Board with an on line access to telephone numbers for reservation on a first come first serve basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of nine (9) days. Frankfort Plant Board acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC) and in such instances BellSouth may request that Frankfort Plant Board cancel its reservations of numbers. Frankfort Plant Board shall comply with such request.

Further, upon Frankfort Plant Board's request, and for the purpose of the resale of BellSouth's telecommunications services by Frankfort Plant Board, BellSouth will reserve up to 100 telephone numbers per CLLIC, for Frankfort Plant Board's sole use. Such telephone number reservations shall be valid for ninety (90) days from the reservation date. Frankfort Plant Board acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity of Frankfort Plant Board's reasonable need in that particular CLLIC.

- 3.11** BellSouth may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to Frankfort Plant Board.
- 3.12** Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.13** Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.14** BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.15** BellSouth accepts no responsibility to any person for any unlawful act committed by Frankfort Plant Board or its end users as part of providing service to Frankfort Plant Board for purposes of resale or otherwise.
- 3.16** BellSouth will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with BellSouth's end users.. Law enforcement agency subpoenas and court orders regarding end users of Frankfort Plant Board will be directed to Frankfort Plant Board.

BellSouth will bill Frankfort Plant Board for implementing any requests by law enforcement agencies regarding Frankfort Plant Board end users.

- 3.17 The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:
- 3.17.1 Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service;
  - 3.17.2 Cause damage to BellSouth's plant;
  - 3.17.3 Impair the privacy of any communications; or
  - 3.17.4 Create hazards to any BellSouth employees or the public.
- 3.18 Frankfort Plant Board assumes the responsibility of notifying BellSouth regarding less than standard operations with respect to services provided by Frankfort Plant Board.
- 3.19 Facilities and/or equipment utilized by BellSouth to provide service to Frankfort Plant Board remain the property of BellSouth.
- 3.20 White page directory listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Service Tariff and will be available for resale.
- 3.21 BellSouth provides electronic access to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. Frankfort Plant Board agrees not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission, and further agrees that Franklin Plant Board will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.
- 3.22 All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from Resellers who utilize the services. Charges for use of Operational Support Systems (OSS) shall be as set forth in Exhibit A of this attachment.

3.23 Where available to BellSouth's end users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:

- Simplified Message Desk Interface - Enhanced ("SMDI-E")
- Simplified Message Desk Interface ("SMDI") Message Waiting Indicator ("MWI") stutter dial tone and message waiting light feature capabilities
- Call Forward on Busy/Don't Answer ("CF-B/DA")
- Call Forward on Busy ("CF/B")
- Call Forward Don't Answer ("CF/DA")

Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.

3.24 BellSouth's Inside Wire Maintenance Plan may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.

3.25 All costs incurred by BellSouth for providing services requested by Frankfort Plant Board that are not covered in the BellSouth tariffs shall be recovered from Reseller(s) who utilizes those services.

3.26 Recovery of charges associated with implementing Number Portability through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be billed to Resellers of BellSouth's telecommunications services and will be as filed in FCC No. 1. This charge will not be discounted.

#### **4 BellSouth's Provision of Services to Frankfort Plant Board**

4.1 Frankfort Plant Board agrees that its resale of BellSouth services shall be as follows:

- 4.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
- 4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital end users,

respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider (IPP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.

4.1.3 BellSouth reserves the right to periodically audit services purchased by Frankfort Plant Board to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Frankfort Plant Board shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit.

4.2 Resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features (e.g. a usage allowance per month), shall not be aggregated across multiple resold services.

4.3 Frankfort Plant Board may resell services only within the specific resale service area as defined in its certificate.

4.4 Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

## **5 Maintenance of Services**

5.1 Frankfort Plant Board will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service.

5.2 Services resold under BellSouth's Tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth.

5.3 Frankfort Plant Board or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.



- 5.4 Frankfort Plant Board accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.5 Frankfort Plant Board will be BellSouth's single point of contact for all repair calls on behalf of Frankfort Plant Board's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.
- 5.6 Frankfort Plant Board will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.7 For all repair requests, Frankfort Plant Board accepts responsibility for adhering to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.8 BellSouth will bill Frankfort Plant Board for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.
- 5.9 BellSouth reserves the right to contact Frankfort Plant Board's end users, if deemed necessary, for maintenance purposes.

## **6 Establishment of Service**

- 6.1 After receiving certification as a local exchange company from the appropriate regulatory agency, Frankfort Plant Board will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for Frankfort Plant Board. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, BellSouth will begin taking orders for the resale of service.
- 6.2 Service orders will be in a standard format designated by BellSouth.
- 6.3 When notification is received from Frankfort Plant Board that a current end user of BellSouth will subscribe to Frankfort Plant Board's service, standard service order intervals for the appropriate class of service will apply.

- 6.4 BellSouth will not require end user confirmation prior to establishing service for Frankfort Plant Board's end user customer. Frankfort Plant Board must, however, be able to demonstrate end user authorization upon request.
- 6.5 Frankfort Plant Board will be the single point of contact with BellSouth for all subsequent ordering activity resulting in additions or changes to resold services except that BellSouth will accept a request directly from the end user for conversion of the end user's service from Frankfort Plant Board to BellSouth or will accept a request from another CLEC for conversion of the end user's service from Frankfort Plant Board to the other LEC. BellSouth will notify Frankfort Plant Board that such a request has been processed.
- 6.6 If BellSouth determines that an unauthorized change in local service to Frankfort Plant Board has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess Frankfort Plant Board as the CLEC initiating the unauthorized change, the unauthorized change charge described in FCC Tariff No. 1, Section 13 or applicable state tariff. Appropriate nonrecurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, will also be assessed to Frankfort Plant Board. These charges can be adjusted if Frankfort Plant Board provides satisfactory proof of authorization.
- 6.7 In order to safeguard its interest, BellSouth reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.
- 6.7.1 Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to BellSouth. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
- 6.7.2 If a security deposit is required, such security deposit shall be made prior to the inauguration of service.
- 6.7.3 Such security deposit may not exceed two months' estimated billing.
- 6.7.4 The fact that a security deposit has been made in no way relieves Frankfort Plant Board from complying with BellSouth's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the

regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth.

- 6.7.5 BellSouth reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 6.7.6 In the event that Frankfort Plant Board defaults on its account, service to Frankfort Plant Board will be terminated and any security deposits held will be applied to its account.
- 6.7.7 Interest on a security deposit shall accrue and be refunded in accordance with the terms in the appropriate BellSouth tariff.

## **7 Payment And Billing Arrangements**

- 7.1 Prior to submitting orders to BellSouth for local service, a master account must be established for Frankfort Plant Board. Frankfort Plant Board is required to provide the following before a master account is established: proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.
- 7.2 BellSouth shall bill Frankfort Plant Board on a current basis all applicable charges and credits.
- 7.3 Payment of all charges will be the responsibility of Frankfort Plant Board. Frankfort Plant Board shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by Frankfort Plant Board from Frankfort Plant Board's end user. BellSouth will not become involved in billing disputes that may arise between Frankfort Plant Board and its end user. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- 7.4 BellSouth will render bills each month on established bill days for each of Frankfort Plant Board's accounts.
- 7.5 BellSouth will bill Frankfort Plant Board in advance charges for all services to be provided during the ensuing billing period except charges

associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. BellSouth will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges (TRS), and franchise fees, to Frankfort Plant Board.

- 7.6 The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.
- 7.6.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in section 7.8 following, shall apply.
- 7.6.2 If Frankfort Plant Board requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to Frankfort Plant Board.
- 7.6.3 Billing Disputes
- 7.6.3.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:
- 7.6.3.2 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the

third level of management for each of the respective Parties for resolution

7.6.3.3 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.

7.6.3.4 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.

7.7 Upon proof of tax exempt certification from Frankfort Plant Board, the total amount billed to Frankfort Plant Board will not include any taxes due from the end user to reflect the tax exempt certification and local tax laws. Frankfort Plant Board will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.

7.8 If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff and Section B2 of the Private Line Service Tariff.

- 7.9 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to Frankfort Plant Board
- 7.10 BellSouth will not perform billing and collection services for Frankfort Plant Board as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.
- 7.11 Pursuant to 47 CFR Section 51.617, BellSouth will bill Frankfort Plant Board end user common line charges identical to the end user common line charges BellSouth bills its end users.
- 7.12 In general, BellSouth will not become involved in disputes between Frankfort Plant Board and Frankfort Plant Board's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, Frankfort Plant Board shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with Frankfort Plant Board to resolve the matter in as timely a manner as possible. Frankfort Plant Board may be required to submit documentation to substantiate the claim.

## **8 Discontinuance of Service**

- 8.1 The procedures for discontinuing service to an end user are as follows:
  - 8.1.1 Where possible, BellSouth will deny service to Frankfort Plant Board's end user on behalf of, and at the request of, Frankfort Plant Board. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Frankfort Plant Board.
  - 8.1.2 At the request of Frankfort Plant Board, BellSouth will disconnect a Frankfort Plant Board end user customer.
  - 8.1.3 All requests by Frankfort Plant Board for denial or disconnection of an end user for nonpayment must be in writing.
  - 8.1.4 Frankfort Plant Board will be made solely responsible for notifying the end user of the proposed disconnection of the service.

- 8.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise Frankfort Plant Board when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by Frankfort Plant Board and/or the end user against any claim, loss or damage arising from providing this information to Frankfort Plant Board. It is the responsibility of Frankfort Plant Board to take the corrective action necessary with its end users who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.
- 8.1.6 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from an end user or an end user's CLEC at the same address served by the denied facility.
- 8.2 The procedures for discontinuing service to Frankfort Plant Board are as follows:
- 8.2.1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Frankfort Plant Board of the rules and regulations of BellSouth's Tariffs.
- 8.2.2 If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to Frankfort Plant Board, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition BellSouth may, at the same time, give thirty days notice to the person designated by Frankfort Plant Board to receive notices of noncompliance, and discontinue the provision of existing services to Frankfort Plant Board at any time thereafter.
- 8.2.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
- 8.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Frankfort Plant Board's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the

provision of the services to Frankfort Plant Board without further notice.

- 8.2.5 If payment is not received or arrangements made for payment by the date given in the written notification, Frankfort Plant Board's services will be discontinued. Upon discontinuance of service on a Frankfort Plant Board's account, service to Frankfort Plant Board's end users will be denied. BellSouth will also reestablish service at the request of the end user or Frankfort Plant Board upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. Frankfort Plant Board is solely responsible for notifying the end user of the proposed disconnection of the service.
- 8.2.6 If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.



**EXHIBIT A**

**APPLICABLE DISCOUNTS**

The telecommunications services available for purchase by Frankfort Plant Board for the purposes of resale to Frankfort Plant Board end users shall be available at the following discount off of the retail rate.

<b>DISCOUNT*</b>			
<b>STATE</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>	<b>CSAs***</b>
ALABAMA	16.3%	16.3%	
FLORIDA	21.83%	16.81%	
GEORGIA	20.3%	17.3%	
KENTUCKY	16.79%	15.54%	
LOUISIANA	20.72%	20.72%	9.05%
MISSISSIPPI	15.75%	15.75%	
NORTH CAROLINA	21.5%	17.6%	
SOUTH CAROLINA	14.8%	14.8%	8.98%
TENNESSEE**	16%	16%	

- When a CLEC provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.

\*\* In Tennessee, if a CLEC provides its own operator services and directory services, the discount shall be 21.56%. CLEC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.

\*\*\* Unless noted in this column, the discount for Business will be the applicable discount rate for CSAs.

**OPERATIONAL SUPPORT SYSTEMS (OSS RATES)**

	<b>Electronic</b> Per LSR received from the CLEC by one of the OSS interactive interfaces	<b>Manual</b> Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
<b>OSS LSR Charge</b>	<b>\$3.50</b>	<b>\$19.99</b>
<b>USOC</b>	<b>SOMEK</b>	<b>SOMAN</b>

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

Threshold Billing Plan

The Parties agree that Frankfort Plant Board will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs meets or exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

**EXCLUSIONS AND LIMITATIONS  
ON SERVICES AVAILABLE FOR RESALE**

Type of Service	KY								
	Resale?	Discount?							
1. Grandfathered Services (Note 1)	Yes	Yes							
2. Contract Service Arrangements	Yes	Yes							
3. Promotions > 90 Days (Note 2)	Yes	Yes							
4. Promotions < 90 Days (Note 2)	No	No							
5. Lifeline/Link Up Services	Note 3	Note 3							
6. 911/E911 Services	Yes	Yes							
7. N11 Services	No	No							
8. AdWatch <sup>SM</sup> Svc (See Note 4)	Yes	No							
9. MemoryCall <sup>®</sup> Service	Yes	No							
10. Mobile Services	Yes	No							
11. Federal Subscriber Line Charges	Yes	No							
12. Non-Recurring Charges	Yes	Yes							
13. End User Line Charge – Number Portability	Yes	No							
14. Public Telephone Access Service (PTAS)	Yes	Yes							

**Applicable Notes:**

1. **Grandfathered services** can be resold only to existing subscribers of the grandfathered service.
2. Where available for resale, **promotions** will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly.
3. **Lifeline/Link Up services** may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services as set forth in Sections A3 and A4 of the BellSouth General Subscriber Services Tariff.
4. AdWatch<sup>SM</sup> Service is tarified as BellSouth<sup>®</sup> AIN Virtual Number Call Detail Service.
5. Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.

BELLSOUTH/Frankfort Plant Board Rates  
ODUF/EODUF/CMDS/CNAM

DESCRIPTION	USOC	KY
ODUF/EODUF/CMDS		
ODUF: Recording, per message	N/A	\$0.0008611
ODUF: Message Processing, per message	N/A	\$0.0003257
EODUF: Message Processing, per message	N/A	\$0.004
CMDS: Message Processing, per message	N/A	\$0.004
ODUF: Message Processing, per magnetic tape provisioned	N/A	\$55.68
EODUF: Message Processing, per magnetic tape provisioned	N/A	\$47.30
ODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.0000365
EODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.0000364
CMDS: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.001
CALLING NAME (CNAM) QUERY SERVICE		
CNAM (Database Owner), Per Query	N/A	\$0.016
CNAM (Non-Database Owner), Per Query *	N/A	\$0.01
* NRC, applicable when Frankfort Plant Board uses the Character Based User Interface (CHUI) method to transmit the names to the BellSouth CNAM database		
* Volume and term arrangements are also available.		
NOTES:		
If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by parties upon request by either party.		

**Attachment 2**  
**Network Elements and Other Services**

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## **ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES**

### **1. Introduction**

1.1 Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers access to the Network Elements, unbundled loops; network interface device; sub-loop elements; local switching; transport; tandem switching; operator systems; signaling; access to call-related databases; dark fiber as set forth in this Attachment.

1.2 BellSouth shall, upon request of Frankfort Plant Board, and to the extent technically feasible, provide to Frankfort Plant Board access to its network elements for the provision of Frankfort Plant Board's telecommunications service. If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

1.3 Frankfort Plant Board may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner Frankfort Plant Board chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop elements which are located outside of the central office, BellSouth shall deliver the network elements purchased by Frankfort Plant Board for combining to the designated Frankfort Plant Board collocation space. The network elements shall be provided as set forth in this Attachment.

1.4 BellSouth will provide the following combined network elements for purchase by Frankfort Plant Board. The rate of the following combined network elements is the sum of the individual element prices as set forth in this Attachment. Order Coordination as defined in Section 2 of Attachment 2 of this Agreement is available for each of these combinations:

- SL2 loop and cross connect
- Port and cross connect
- Port and cross connect and common (shared) transport
- Port and vertical features

- SL2 Loop with loop concentration
- Port and common (shared) transport
- SL2 Loop and Local Number Portability ("LNP")

- 1.5 BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.
- 1.6 In the event that any final and nonappealable legislative, regulatory, judicial or other legal action modifies or redefines the "Network Elements" in a manner which materially affects the terms of this Attachment or the Network Elements and/or prices set forth herein, either Party may, on thirty (30) days written notice, require renegotiation of such terms, and the Parties shall renegotiate in good faith such new terms in accordance with such legislative, regulatory, judicial or other legal action. In the event such new terms are not renegotiated within ninety (90) days after the notice for renegotiation, either Party may petition the Commission for resolution of the dispute between the Parties. Each Party reserves the right to seek judicial review of any Commission ruling concerning this Attachment.
- 1.7 Frankfort Plant Board will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service.
- 2. Unbundled Loops, Integrated Digital Loop Carriers, Network Interfaces Device, Unbundled Loop Concentration (ULC) System, Sub loops and Dark Fiber**
- All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of unbundled loops.
- 2.1 **Unbundled Loops**
- 2.1.1 Definition
- The loop is the physical medium or functional path on which a subscriber's traffic is carried from the Main Distribution Frame ("MDF") or similar terminating device in a central office up to the termination at the Network Interface Device ("NID") at the customer's premise. Each loop will be provisioned with a NID.
- 2.1.2 The provisioning of service to a CLEC will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in collocation space. These



cross-connects are a separate element and are not considered a part of the loop.

- 2.1.3 BellSouth Order Coordination referenced in Attachment 2 includes two types: "Order Coordination" and "Order Coordination - Time Specific."
- 2.1.3.1 Order Coordination (OC) refers to standard BellSouth service order coordination involving SL2 voice loops and all digital loops. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and Frankfort Plant Board advised.
- 2.1.3.2 Order Coordination – Time Specific (OC-TS) refers to service order coordination in which Frankfort Plant Board requests a specific time for a service order conversion to take place. Loops on a single service order of 14 or more loops will be provisioned on a project basis. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. Frankfort Plant Board may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If Frankfort Plant Board specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.
- 2.1.4 Where facilities are available, BellSouth will install loops within a 5 -7 business days interval. For orders of 14 or more loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by Frankfort Plant Board, expedite charges will apply for intervals less than 5 days. The charges outlined in BellSouth's FCC No. 1 Tariff, Section 5.1.1, will apply. If Frankfort Plant Board cancels an order for network elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.4.
- 2.1.5 If Frankfort Plant Board modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be reimbursed by Frankfort Plant Board.

- 2.1.6 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2).
- 2.1.6.1 SL1 loops will be non-designed, will not have test points, and will not come with any Order Coordination (OC) or engineering information/circuit make-up data. Upon issuance of an order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers. If Frankfort Plant Board requests work to be done for SL1s that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.
- 2.1.6.2 SL2 loops shall have test points, will be designed with a Design Layout Record provided to Frankfort Plant Board, and will be provided with Order Coordination. The OC feature will allow Frankfort Plant Board to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.
- 2.1.7 BellSouth will also offer Unbundled Digital Loops (UDL). They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a Design Layout Record (DLR).
- 2.1.8 As a chargeable option on all loops except UVL-SL1 and UCL, BellSouth will offer Order Coordination - Time Specific (OC-TS). This will allow Frankfort Plant Board the ability to specify the time that the coordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.
- 2.1.9 Frankfort Plant Board will be responsible for testing and isolating troubles on the loops. Once Frankfort Plant Board has isolated a trouble to the BellSouth provided loop, Frankfort Plant Board will issue a trouble to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers.
- 2.1.9.1 If Frankfort Plant Board reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge Frankfort Plant Board for any dispatching and testing (both inside and outside theCO) required by BellSouth in order to confirm the loop's working status.

- 2.1.9.2 If Frankfort Plant Board reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge Frankfort Plant Board for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.1.10 In addition to the UVLs and UDLs, BellSouth shall make available an Unbundled Copper Loop (UCL). The UCL will be a copper twisted pair loop up to eighteen (18) kilofeet in length that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL may contain up to 6,000 ft of bridge tap in addition to the loop itself.
- 2.1.10.1 The UCL loop will be a designed circuit, provisioned with a test point and come standard with a DLR. OC will be offered as a chargeable option on all UCL loops. OC-TS will not be offered on UCLs.
- 2.1.10.2 The UCL is a dry cooper loop and is not intended to support any particular telecommunications service. Frankfort Plant Board may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of Frankfort Plant Board's choosing. Frankfort Plant Board will determine the type of service that will be provided over the loop.
- 2.1.10.3 Because the UCL shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, Frankfort Plant Board agrees that BellSouth's UCL will not be held to the service level and performance expectations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCLs.
- 2.1.10.4 The UCL loop shall be provided to Frankfort Plant Board in accordance with BellSouth's Technical Reference 73600.
- 2.1.11 Technical Requirements
- 2.1.11.1 To the extent available within BellSouth's Network at a particular location, BellSouth will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, ADSL, HDSL, DS1 and digital data (up to 64 kb/s).
- 2.1.11.1.1 Additional services may include digital PBXs, primary rate ISDN, and Nx64 kb/s. If a requested loop type not available, then the CLEC can use the Special Construction process to request that BellSouth place facilities or otherwise modify facilities in order to meet the CLEC's request.

- 2.1.11.2 Frankfort Plant Board will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.
- 2.1.11.3 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.1.11.1 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by Frankfort Plant Board will be consistent with industry standards and BellSouth's TR73600.
- 2.1.11.4 Frankfort Plant Board may utilize the unbundled loops to provide any telecommunication service it wishes. However, BellSouth will only provision, maintain and repair the loops to the standards that are consistent with the type of loop ordered. For example, if Frankfort Plant Board orders an ISDN-capable loop but wants to use the loop for a service other than ISDN, BellSouth will only support that the loop is capable of providing ISDN service. For non-service specific loops (e.g. UCL, loops modified by Frankfort Plant Board using the Special Construction process), BellSouth will only support that the loop has copper continuity and balanced tip-and-ring.
- 2.1.11.5 In some instances, Frankfort Plant Board will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that Frankfort Plant Board can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. Frankfort Plant Board will determine the type of service that will be provided over the loop. In some cases, Frankfort Plant Board may be required to pay additional charges for the removal of certain types of equipment. BellSouth's Special Construction process will be used to determine the costs and feasibility of these activities.
- 2.1.11.5.1 In cases in which Frankfort Plant Board has requested that BellSouth remove equipment from the BellSouth loop, BellSouth will no longer be expected to maintain and repair the loop to the standards specified for that loop type in the TR73600 and other standards referenced in this Agreement. BellSouth will only support that these loops provide electrical continuity and balance relative to tip-and-ring.
- 2.1.11.5.2 Frankfort Plant Board, in performance of its obligations pursuant to the preceding Section, shall maintain records that will reflect that pursuant to Frankfort Plant Board's request BellSouth has removed certain equipment from BellSouth provided loops and as such the loop may not perform within the technical specifications associated with that loop type.

Frankfort Plant Board will not report to BellSouth troubles on said loops where the loops are not performing within the technical specifications of that loop type.

- 2.1.11.5.3 In addition, Frankfort Plant Board recognizes there may be instances where a loop modified in this manner may be subjected to normal network configuration changes that may cause the circuit characteristics to be changed and may create an outage of the service that Frankfort Plant Board has placed on the loop. If this occurs, BellSouth will work cooperatively with Frankfort Plant Board to restore the circuit to its previous modified status as quickly as possible. Frankfort Plant Board will pay the Time and Materials costs associated with BellSouth's work efforts needed to bring the loop back to its previous modified status.
  
- 2.1.12 The loop shall be provided to Frankfort Plant Board in accordance with the following Technical References:
  - 2.1.12.1 BellSouth's TR73600, Unbundled Local Loop Technical Specification
  - 2.1.12.2 Telcordia (formerly BellCore) TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.
  - 2.1.12.3 Telcordia (formerly BellCore) TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.
  - 2.1.12.4 ANSI T1.102 - 1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.
  - 2.1.12.5 ANSI T1.403 - 1989, American National Standard for Telecommunications - Carrier to Customer Installation, DS1 Metallic Interface Specification.

## **2.2 Integrated Digital Loop Carriers**

- 2.2.1 Where BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local loop and BellSouth has a suitable alternate facility available, BellSouth will make arrangements to permit Frankfort Plant Board to order a contiguous local loop. To the extent it is technically feasible, these arrangements will provide Frankfort Plant Board with the capability to serve end users at a level that is at parity with the level of service BellSouth provides its customers. If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. Frankfort Plant Board will then have the option of paying the one-time SC rates to place the loop facilities or Frankfort Plant Board may chose some

other method of providing service to the end-user (e.g., Resale, private facilities, etc.).

## **2.3 Network Interface Device**

### **2.3.1 Definition**

The Network Interface Device (NID) is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the end user customer's premises. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end user. The NID features two independent chambers or divisions which separate the service provider's network from the end user's inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider, and the end-user customer each make their connections. The NID provides a protective ground connection, and is capable of terminating cables such as twisted pair cable.

### **2.3.2 Technical Requirements**

- 2.3.2.1** The Network Interface Device shall provide a clean, accessible point of connection for the inside wiring and for the Distribution Media and shall maintain a connection to ground that meets the requirements set forth below.
- 2.3.2.2** The NID shall be capable of transferring electrical analog or digital signals between the end user's inside wiring and the Distribution Media.
- 2.3.2.3** All NID posts or connecting points shall be in place, secure, usable and free of any rust or corrosion. The protective ground connection shall exist and be properly installed. The ground wire will also be free of rust or corrosion and have continuity relative to ground.
- 2.3.2.4** The NID shall be capable of withstanding all normal local environmental variations.
- 2.3.2.5** Where feasible, the NID shall be physically accessible to Frankfort Plant Board designated personnel. In cases where entrance to the end user's premises is required to give access to the NID, Frankfort Plant Board shall obtain entrance permission directly from the end user.
- 2.3.2.6** BellSouth shall offer the NID as a stand-alone component. Additionally, Frankfort Plant Board may connect its loop to any spare capacity on the BellSouth NID. Where necessary to comply with an effective Commission order, BellSouth will allow Frankfort Plant Board to disconnect the

BellSouth loop from the BellSouth NID in order to connect Frankfort Plant Board's loop to the BellSouth NID. In these cases, Frankfort Plant Board accepts all liability associated with this process and it is Frankfort Plant Board's responsibility to make sure the disconnected BellSouth loop is properly grounded.

### **2.3.3 Interface Requirements**

2.3.3.1 The NID shall be equal to or better than all of the requirements for NIDs set forth in the following technical references:

2.3.3.1.1 Telcordia (formerly BellCore) Technical Advisory TA-TSY-000120 "Customer Premises or Network Ground Wire";

2.3.3.1.2 Telcordia (formerly BellCore) Generic Requirement GR-49-CORE "Generic Requirements for Outdoor Telephone Network Interface Devices";

2.3.3.1.3 Telcordia (formerly BellCore) Technical Requirement TR-NWT-00239 "Indoor Telephone Network Interfaces";

2.3.3.1.4 Telcordia (formerly BellCore) Technical Requirement TR-NWT-000937 "Generic Requirements for Outdoor and Indoor Building Entrance"

### **2.4 Unbundled Loop Concentration (ULC) System**

2.4.1 BellSouth will provide to Frankfort Plant Board Unbundled Loop Concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.

2.4.2 ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high speed connection from the concentrator will be at the electrical DS1 level and may connect to Frankfort Plant Board at Frankfort Plant Board's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to Frankfort Plant Board's collocation space. ULC service is offered with or without concentration and with or without protection. A Line Interface element will be required for each loop that is terminated onto the ULC system. Rates for ULC are as set forth in this Attachment.

## **2.5 Sub-loop Elements**

Where facilities permit and where necessary to comply with an effective Commission order, BellSouth shall offer access to its voice grade Unbundled Sub-Loop (USL), Unbundled Sub-Loop Concentration (USLC) System and Unbundled Network Terminating Wire (UNTW) elements.

### **2.5.1 Unbundled Sub-Loop (USL)**

#### **2.5.1.1 Definition**

The voice grade Unbundled Sub-Loop provides connectivity between the NID component of the sub-loop and the terminal block on the customer-side of a Feeder Distribution Interface (FDI). This termination and cross-connect field may be in the form of an outside plant distribution closure or remote terminal. Riser cable that extends from BellSouth's point-of-entry into a building (e.g., equipment closet, terminal room, etc.) to the NID on a particular floor or office space in a multi-tenant building is also classified as a USL. Unbundled Sub-Loops will be provisioned as voice grade 2-wire or 4-wire circuits and will include a NID.

2.5.1.2 The Unbundled Sub-Loop will consist of a copper twisted pair. In areas with fiber distribution, Unbundled Sub-Loops cannot be provided.

#### **2.5.1.3 Requirements for All Unbundled Sub-Loops**

2.5.1.3.1 Voice grade Unbundled Sub-Loops were originally built as part of the entire voice grade loop from the BellSouth central office to the customer network interface. Therefore, the voice grade Unbundled Sub-Loop may have load coils which are necessary for transmission of voice grade services. The voice grade Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.

2.5.1.3.2 Unbundled Sub-Loop shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. In a scenario that involves connection at a BellSouth cross-box located in the field, Frankfort Plant Board would be required to deliver a cable to the BellSouth remote terminal or cross-box to provide continuity to Frankfort Plant Board's feeder facilities. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box. Frankfort Plant Board's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician. In a scenario that requires connection in a building equipment room, BellSouth will install a cross connect panel on which access to the requested sub-loops will be connected. The CLEC's cable pairs can then



be connected to the Unbundled Sub-Loop pairs on this cross-connect panel by the BellSouth technician.

2.5.1.3.3 BellSouth will provide Unbundled Sub-Loops where possible. Through the firm order Service Inquiry (SI) process, BellSouth will determine if it is feasible to place the required facilities where Frankfort Plant Board has requested access to Unbundled Sub-Loops. If existing capacity is sufficient to meet the CLEC demand, then BellSouth will perform the set-up work as described in section 2.5.1.3.4. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in 2.5.1.3.4) to accommodate Frankfort Plant Board's request for Unbundled Sub-Loops, BellSouth will use its Special Construction (SC) process to determine the additional costs required to provision the Unbundled Sub-Loops. Frankfort Plant Board will then have the option of paying the one-time SC charge to modify the facilities to meet Frankfort Plant Board's request.

2.5.1.3.4 During the initial set-up in a BellSouth cross-connect box in the field, the BellSouth technician will perform the necessary work to splice the CLEC's cable into the cross-connect box. For the set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel that will be used to provide access to the requested USLs. Once the set-up is complete, the CLEC requested sub-loop pairs would be provisioned through the service order process based on the submission of a LSR to the LCSC.

#### 2.5.1.4 Interface Requirements

2.5.1.4.1 Unbundled Sub-Loop shall be equal to or better than each of the applicable interface requirements set forth in the following technical reference:

2.5.1.4.1.1 Telcordia (formerly BellCore) TR-NWT-000049, "Generic Requirements for Outdoor Telephone Network Interface Devices," Issued December 1, 1994;

#### 2.5.2 Unbundled Sub-Loop Concentration System (USLC)

2.5.2.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth will provide to Frankfort Plant Board with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into Frankfort Plant Board's collocation space. TR-008 and TR303 interface standards are available.

2.5.2.2 USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of Frankfort Plant Board's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of Frankfort Plant Board's sub-loops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to Frankfort Plant Board's collocation space within the SWC that serves the RT where Frankfort Plant Board's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.

2.5.2.3 In these scenarios Frankfort Plant Board would be required to place a cross-box, RT, or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow Frankfort Plant Board's sub-loops to then be placed on the ULSC and transported to their collocation space at a DS1 level.

### 2.5.3 Unbundled Network Terminating Wire (UNTW)

2.5.3.1 BellSouth agrees to offer its Unbundled Network Terminating Wire (UNTW) to Frankfort Plant Board pursuant to the following terms and conditions at rates as set forth in this Attachment.

#### 2.5.3.2 Definition

UNTW is twisted copper wire that extends from BellSouth's point-of-entry into a multi-dwelling unit (MDU) complex or multi-tenant unit (MTU) complex to the point of demarcation at the end-users location. The UNTW will not include a Network Interface Device (NID).

#### 2.5.3.3 Requirements

2.5.3.3.1 BellSouth will retain the first pair of NTW going into each end user premises. BellSouth will offer spare pairs that are available to an end users premises to Frankfort Plant Board. Available spare pairs are defined as pairs that are not being utilized by BellSouth or by a third party to provide an end user with working service at the time of Frankfort Plant Board's request for UNTW. If no spare pairs are available and the end user is no longer using BellSouth's local service, BellSouth will relinquish the first pair to Frankfort Plant Board. If after BellSouth has relinquished the first pair to Frankfort Plant Board and the end user decides to change

local service providers to BellSouth, Frankfort Plant Board will relinquish the first pair back to BellSouth.

2.5.3.3.2 Notwithstanding the foregoing, should BellSouth subsequently require the use of additional pair(s) to provide for the activation of additional lines in an end users premises in response to a request from such end user, Frankfort Plant Board agrees to surrender their spare pair(s) upon request by BellSouth.

2.5.3.3.3 If an end user of Frankfort Plant Board desires to receive local exchange service from a service provider who is not a Party to this Agreement, and such third party service provider needs access to the BellSouth UNTW to provide local exchange service to the end user, then Frankfort Plant Board agrees to surrender the requisite number of its inactive spare pair(s) if no other spare pair is available and upon request by BellSouth.

2.5.3.3.4 If Frankfort Plant Board has placed NTW at a location and an end user desires to receive local exchange service from BellSouth and BellSouth needs access to Frankfort Plant Board's NTW to provide local exchange service to the end user, then Frankfort Plant Board agrees to surrender the requisite number of its spare pair(s) upon request by BellSouth.

2.5.3.3.5 In new construction, where possible, both Parties may at their option and with the property owner's agreement install their own NTW. In existing construction, BellSouth shall not be required to install new or additional NTW beyond existing NTW to provision the services of Frankfort Plant Board.

#### 2.5.3.4 Technical Requirements

2.5.3.4.1 In these scenarios, BellSouth will connect the requested UNTW pairs to a cross-connect panel designed for CLEC access to BellSouth's NTW. Frankfort Plant Board will be required to place a cross-box, terminal, or other similar device and deliver a cable to this cross-connect panel. Frankfort Plant Board will then connect their cable to the cross-connect panel to access the requested UNTW pairs.

## 2.6 **Dark Fiber**

2.6.1 BellSouth agrees to offer access to Dark Fiber pursuant to the terms and conditions following and at the rates set forth in this Attachment. In Kentucky, if BellSouth has plans to use the fiber in a three year planning period, there is no requirement to provide it. The Parties agree that Dark Fiber will be used in the provisioning of local service.

2.6.2 Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating

elements terminated to such strands to operationalize its transmission capabilities will be available. No regeneration or optical amplification will be included with this element.

**2.6.3**      **Requirements**

**2.6.3.1**      BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. BellSouth shall offer all Dark Fiber to Frankfort Plant Board pursuant to the prices set forth in this Attachment.

**2.6.3.2**      Frankfort Plant Board may test the quality of the Dark Fiber to confirm its usability and performance specifications.

**2.6.3.3**      BellSouth shall use its best efforts to provide to Frankfort Plant Board information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from Frankfort Plant Board ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation").

**2.6.3.4**      BellSouth shall use its best efforts to make Dark Fiber available to Frankfort Plant Board within thirty (30) business days after it receives written confirmation from Frankfort Plant Board that the Dark Fiber previously deemed available by BellSouth is wanted for use by Frankfort Plant Board. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Frankfort Plant Board to connect or splice Frankfort Plant Board provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

**2.7**            **Rates**

The prices that Frankfort Plant Board shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

**2.8**            **Operational Support Systems (OSS)**

BellSouth has developed and made available the following mechanized systems by which Frankfort Plant Board may submit LSRs electronically.

<b>LENS</b>	<b>Local Exchange Navigation System</b>
<b>EDI</b>	<b>Electronic Data Interface</b>
<b>EDI-PC</b>	<b>Electronic Data Interface – Personal Computer</b>
<b>TAG</b>	<b>Telecommunications Access Gateway</b>

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

<b>OPERATIONAL SUPPORT SYSTEMS</b>	<b>KY</b>
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50 SOMEK
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	\$19.99 SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

**2.8.1 Denial/Restoral OSS Charge**

In the event Frankfort Plant Board provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

**2.8.2 Cancellation OSS Charge**

Frankfort Plant Board will incur an OSS charge for an accepted LSR that is later canceled by Frankfort Plant Board.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

**2.8.3 Threshold Billing Plan**

The Parties agree that Frankfort Plant Board will incur the electronic rate for all LSRs, both electronic and manual, if the percentage of electronic LSRs to total LSRs **meets or exceeds** the threshold percentages shown below:

Year	Ratio: Electronic/Total LSRs
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future

manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

### **3. Switching**

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of local and tandem switching.

#### **3.1 Local Switching**

##### **3.1.1 Definition**

Local Switching is the Network Element that provides the functionality required to connect the appropriate originating lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired terminating line or trunk. Such functionality shall include access to all of the features, functions, and capabilities that the underlying BellSouth switch that is providing such Local Switching function is then capable of providing, including but not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including call processing), CENTREX, Automatic Call Distributor (ACD), Carrier pre-subscription (e.g. long distance carrier, intraLATA toll), Carrier Identification Code (CIC) portability capabilities, testing and other operational features inherent to the switch and switch software. It also provides access to transport, signaling (ISDN User Part (ISUP)) and Transaction Capabilities Application Part (TCAP), and platforms such as adjuncts, Public Safety Systems (911), operator services, Directory Assistance Services and Advanced Intelligent Network (AIN). Remote Switching Module functionality is included in the Local Switching function. The switching capabilities used will be based on the line side features they support. Local Switching will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g., call forwarding) and CENTREX capabilities. Where required to do so in order to comply with an effective Commission order, Local Switching, including the ability to route to Frankfort Plant Board's transport facilities, dedicated facilities and systems, shall be unbundled from all other Network Elements and other services, i.e., Operator Systems, Common (Shared) Transport, and Dedicated Transport. BellSouth and Frankfort Plant Board shall continue

to work with the appropriate industry groups to develop a long-term solution for selective routing.

- 3.1.1.1 A featureless port is one that has a line port, switching functionality, and an interoffice port. A featured port is a port that includes all features then capable or a number of then capable features specifically requested by Frankfort Plant Board. Any features that are not currently then capable but are technically feasible through the switch can be requested through the BFR process.
- 3.1.1.2 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to Frankfort Plant Board purchasing local BellSouth switching and reselling BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. Frankfort Plant Board customers may use the same dialing arrangements as BellSouth customers, but obtain a Frankfort Plant Board branded service.
- 3.1.2 Technical Requirements
- 3.1.2.1 The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function of Local Switching.
- 3.1.2.2 Local Switching shall be equal to or better than the requirements for Local Switching set forth in Telcordia (formerly BellCore)'s Local Switching Systems General Requirements (FR-NWT-000064).
- 3.1.2.3 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.
- 3.1.2.4 Subject to this section, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by Frankfort Plant Board will be made pursuant to the Bona Fide Request/ New Business Request Process as set forth in General Terms and Conditions.
- 3.1.2.5 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.
- 3.1.2.6 BellSouth shall activate service for a Frankfort Plant Board customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to Frankfort Plant Board's services without loss of switch feature functionality as defined in this Agreement.

- 3.1.2.7 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.
- 3.1.2.8 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.
- 3.1.2.9 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non-discriminatory manner.
- 3.1.2.10 BellSouth shall perform manual call trace and permit customer originated call trace.
- 3.1.2.11 Special Services provided by BellSouth will include the following:
  - 3.1.2.11.1 Telephone Service Prioritization;
  - 3.1.2.11.2 Related services for handicapped;
  - 3.1.2.11.3 Soft dial tone where required by law; and
  - 3.1.2.11.4 Any other service required by law.
- 3.1.2.12 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STP). These capabilities shall adhere to Telcordia (formerly BellCore) specifications - TCAP (GR-1432-CORE), ISUP (GR-905-CORE), Call Management (GR-1429-CORE), Switched Fractional DS1 (GR-1357-CORE), Toll Free Service (GR-1428-CORE), Calling Name (GR-1597-CORE), Line Information Database (GR-954-CORE), and Advanced Intelligent Network (GR-2863-CORE).
- 3.1.2.13 BellSouth shall provide interfaces to adjuncts through Telcordia (formerly BellCore) standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.
- 3.1.2.14 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to Frankfort Plant Board, upon a reasonable request from Frankfort Plant Board. Frankfort Plant Board will pay BellSouth for all costs incurred to provide such performance data through the Business Opportunity Request process.
- 3.1.2.15 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party. Such feature offerings shall include but are not limited to:



- 3.1.2.15.1 Basic and primary rate ISDN;
- 3.1.2.15.2 Residential features;
- 3.1.2.15.3 Customer Local Area Signaling Services (CLASS/LASS);
- 3.1.2.15.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and
- 3.1.2.15.5 Advanced intelligent network triggers supporting Frankfort Plant Board and BellSouth service applications.
- 3.1.3 BellSouth shall offer to Frankfort Plant Board all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services. Triggers that are currently available are:
  - 3.1.3.1 Off-Hook Immediate
  - 3.1.3.2 Off-Hook Delay
  - 3.1.3.3 Termination Attempt
  - 3.1.3.4 6/10 Public Office Dialing Plan
  - 3.1.3.5 Feature Code Dialing
  - 3.1.3.6 Customer Dialing Plan
- 3.1.4 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to Frankfort Plant Board:
  - 3.1.4.1 Private EAMF Trunk
  - 3.1.4.2 Shared Interoffice Trunk (EAMF, SS7)
  - 3.1.4.3 N11
  - 3.1.4.4 Automatic Route Selection
- 3.1.5 Where capacity exists, BellSouth shall assign each Frankfort Plant Board customer line the class of service designated by Frankfort Plant Board (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from Frankfort Plant Board customers to Frankfort Plant Board directory assistance operators at Frankfort Plant Board's option.
- 3.1.6 Where capacity exists, BellSouth shall assign each Frankfort Plant Board customer line the class of services designated by Frankfort Plant Board

(e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from Frankfort Plant Board customers to Frankfort Plant Board operators at Frankfort Plant Board's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an Frankfort Plant Board Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.

- 3.1.7 Local Switching shall be offered in accordance with the requirements of the following technical references:
  - 3.1.7.1 Telcordia (formerly BellCore) GR-1298-CORE, AIN Switching System Generic Requirements, as implemented in BellSouth's switching equipment;
  - 3.1.7.2 Telcordia (formerly BellCore) GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements;
  - 3.1.7.3 Telcordia (formerly BellCore) TR-NWT-001284, AIN 0.1 Switching System Generic Requirements;
  - 3.1.7.4 Telcordia (formerly BellCore) SR-NWT-002247, AIN Release 1 Update.
- 3.1.8 Interface Requirements
  - 3.1.8.1 BellSouth shall provide the following interfaces to loops:
    - 3.1.8.1.1 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
    - 3.1.8.1.2 Coin phone signaling;
    - 3.1.8.1.3 Basic Rate Interface ISDN adhering to appropriate Telcordia (formerly BellCore) Technical Requirements;
    - 3.1.8.1.4 Two-wire analog interface to PBX;
    - 3.1.8.1.5 Four-wire analog interface to PBX;
    - 3.1.8.1.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);
    - 3.1.8.1.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia (formerly BellCore) Technical Requirements;
    - 3.1.8.1.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and

- 3.1.8.1.9 Loops adhering to Telcordia (formerly BellCore) TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.
- 3.1.8.2 BellSouth shall provide access to the following but not limited to:
  - 3.1.8.2.1 SS7 Signaling Network or Multi-Frequency trunking if requested by Frankfort Plant Board;
  - 3.1.8.2.2 Interface to Frankfort Plant Board operator services systems or Operator Services through appropriate trunk interconnections for the system; and
  - 3.1.8.2.3 Interface to Frankfort Plant Board Directory Assistance Services through the Frankfort Plant Board switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other Frankfort Plant Board required access to interexchange carriers as requested through appropriate trunk interfaces.
- 3.2 **Tandem Switching**
  - 3.2.1 Definition

Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).
  - 3.2.2 Technical Requirements
    - 3.2.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:
      - 3.2.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;
      - 3.2.2.1.2 Tandem Switching will provide screening as jointly agreed to by Frankfort Plant Board and BellSouth;
      - 3.2.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;
      - 3.2.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by Frankfort Plant Board;

- 3.2.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));
- 3.2.2.1.6 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
- 3.2.2.1.7 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.
- 3.2.2.1.8 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXCs, ICOs, CAPs and CLEC switches.
- 3.2.2.1.9 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLECs (e.g., between a CLEC end office and the end office of another CLEC).
- 3.2.2.1.10 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
- 3.2.2.1.11 Tandem Switching shall record billable events and send them to the area billing centers designated by Frankfort Plant Board. Tandem Switching will provide recording of all billable events as jointly agreed to by Frankfort Plant Board and BellSouth.
- 3.2.2.1.12 Upon a reasonable request from Frankfort Plant Board, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to Frankfort Plant Board.
- 3.2.2.1.13 BellSouth shall maintain Frankfort Plant Board's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.
- 3.2.2.1.14 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non-discriminatory manner.
- 3.2.2.1.15 Selective Call Routing through the use of line class codes is not available through the use of tandem switching. Selective Call Routing through the use of line class codes is an end office capability only. Detailed primary and overflow routing plans for all interfaces available within BellSouth's switching network shall be mutually agreed to by Frankfort Plant Board and BellSouth.

- 3.2.2.1.16 Tandem Switching shall process originating toll-free traffic received from Frankfort Plant Board's local switch.
- 3.2.2.1.17 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.
- 3.2.2.2 Interface Requirements
- 3.2.2.2.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
- 3.2.2.2.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.
- 3.2.2.2.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.
- 3.2.2.2.4 Tandem Switching shall interconnect with Frankfort Plant Board's switch, using two-way trunks, for traffic that is transiting via BellSouth's network to interLATA or intraLATA carriers. At Frankfort Plant Board's request, Tandem Switching shall record and keep records of traffic for billing.
- 3.2.2.2.5 Tandem Switching shall provide an alternate final routing pattern for Frankfort Plant Board's traffic overflowing from direct end office high usage trunk groups.
- 3.2.2.3 Tandem Switching shall meet or exceed (i.e., be more favorable to Frankfort Plant Board) each of the requirements for Tandem Switching set forth in the following technical references:
- 3.2.2.3.1 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;
- 3.2.2.3.2 GR-905-CORE covering CCSNIS;
- 3.2.2.3.3 GR-1429-CORE for call management features; and
- 3.2.2.3.4 GR-2863-CORE and Telcordia (formerly BellCore) GR-2902-CORE covering CCS AIN interconnection.

### **3.3 Rates**

The prices that Frankfort Plant Board shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

**3.4 Operational Support Systems (OSS)**

BellSouth has developed and made available the following mechanized systems by which Frankfort Plant Board may submit LSRs electronically.

LENS            Local Exchange Navigation System  
 EDI             Electronic Data Interface  
 EDI-PC        Electronic Data Interface – Personal Computer  
 TAG             Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

<b>OPERATIONAL SUPPORT SYSTEMS</b>		<b>KY</b>
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces		\$3.50 SOMEK
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces		\$19.99 SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

**3.4.1 Denial/Restoral OSS Charge**

In the event Frankfort Plant Board provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

**3.4.2 Cancellation OSS Charge**

Frankfort Plant Board will incur an OSS charge for an accepted LSR that is later canceled by Frankfort Plant Board.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

**3.4.3 Threshold Billing Plan**

The Parties agree that Frankfort Plant Board will incur the electronic rate for all LSRs, both electronic and manual, if the percentage of electronic

LSRs to total LSRs meets or exceeds the threshold percentages shown below:

Year	Ratio: Electronic/Total LSRs
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

#### **4. Transport and Dark Fiber**

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of unbundled transport and dark fiber.

#### **4.1 Common (Shared) Transport**

##### **4.1.1 Definition of Common (Shared) Transport**

Common (Shared) Transport is an interoffice transmission path between two BellSouth end-offices, BellSouth end-office and a local tandem, or between two local tandems. Where BellSouth Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Common (Shared) Transport. Common (Shared) Transport consists of BellSouth inter-office transport facilities and is unbundled from local switching.

##### **4.1.2 Technical Requirements of Common (Shared) Transport**

4.1.2.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards.

4.1.2.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the

performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.

- 4.1.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.
- 4.1.2.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the following technical references (as applicable for the transport technology being used):
  - 4.1.2.4.1 ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;
  - 4.1.2.4.2 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;
  - 4.1.2.4.3 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;
  - 4.1.2.4.4 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;
  - 4.1.2.4.5 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching;
  - 4.1.2.4.6 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;
  - 4.1.2.4.7 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;
  - 4.1.2.4.8 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;
  - 4.1.2.4.9 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;
  - 4.1.2.4.10 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;



- 4.1.2.4.11 ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;
- 4.1.2.4.12 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;
- 4.1.2.4.13 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);
- 4.1.2.4.14 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
- 4.1.2.4.15 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
- 4.1.2.4.16 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;
- 4.1.2.4.17 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);
- 4.1.2.4.18 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;
- 4.1.2.4.19 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;
- 4.1.2.4.20 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);
- 4.1.2.4.21 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;
- 4.1.2.4.22 Telcordia (formerly BellCore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 4.1.2.4.23 Telcordia (formerly BellCore) GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
- 4.1.2.4.24 Telcordia (formerly BellCore) GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;

- 4.1.2.4.25 Telcordia (formerly BellCore) TR-NWT 000507, Transmission, Section 7, Issue 5 (Telcordia (formerly BellCore), December 1993). (A module of LSSGR, FR-NWT-000064.);
- 4.1.2.4.26 Telcordia (formerly BellCore) TR-NWT-000776, Network Interface Description for ISDN Customer Access;
- 4.1.2.4.27 Telcordia (formerly BellCore) TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;
- 4.1.2.4.28 Telcordia (formerly BellCore) ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;
- 4.1.2.4.29 Telcordia (formerly BellCore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987.

## **4.2 Dedicated Transport**

### **4.2.1 Definitions**

- 4.2.1.1 Dedicated Transport is defined as BellSouth transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers.
- 4.2.1.2 Unbundled Local Channel
  - 4.2.1.2.1 Unbundled Local Channel is the dedicated transmission path between Frankfort Plant Board's Point of Presence and the BellSouth Serving Wire Center's collocation.
  - 4.2.1.3 Unbundled Interoffice Channel.
    - 4.2.1.3.1 Unbundled Interoffice Channel is the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.
- 4.2.2 BellSouth shall offer Dedicated Transport in each of the following ways:
  - 4.2.2.1 As capacity on a shared UNE facility.

- 4.2.2.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to Frankfort Plant Board. This circuit shall consist of an Unbundled Local Channel or an Unbundled Interoffice Channel or both.
- 4.2.3 When Dedicated Transport is provided it shall include:
  - 4.2.3.1 Transmission equipment such as, line terminating equipment, amplifiers, and regenerators;
  - 4.2.3.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable.
- 4.2.4 Rates for Dedicated Transport are listed in this Attachment.
- 4.2.5 Technical Requirements
  - 4.2.5.1 This Section sets forth technical requirements for all Dedicated Transport.
  - 4.2.5.2 When BellSouth provides Dedicated Transport, the entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to Frankfort Plant Board designated traffic.
  - 4.2.5.3 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, (1) DS0, DS1 and DS3 transport services, and (2) SONET at available transmission bit rates.
  - 4.2.5.4 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards.
  - 4.2.5.5 Where applicable, for DS3, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.
  - 4.2.5.6 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
    - 4.2.5.6.1 DS0 Equivalent;
    - 4.2.5.6.2 DS1 (Extended SuperFrame - ESF);
    - 4.2.5.6.3 DS3 (signal must be framed);
    - 4.2.5.6.4 SDH (Synchronous Digital Hierarchy) Standard interface rates in accordance with International Telecommunications Union (ITU)

Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.

- 4.2.5.7 When Dedicated Transport is provided, BellSouth shall design it according to BellSouth's network infrastructure to allow for the termination points specified by Frankfort Plant Board.
- 4.2.5.8 National References:
  - 4.2.5.8.1 ANSI T1.101-1994 American National Standard for Telecommunications – *Synchronization Interface for Digital Networks*;
  - 4.2.5.8.2 ANSI T1.105.01-1995 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Automatic Protection Switching*;
  - 4.2.5.8.3 ANSI T1.105.02-1995 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Payload Mappings*;
  - 4.2.5.8.4 ANSI T1.105.03-1994 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Jitter at Network Interfaces*;
  - 4.2.5.8.5 ANSI T1.105.03a-1995 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Jitter at Network Interfaces – DS1 Supplement*;
  - 4.2.5.8.6 ANSI T1.107-1995 American National Standard for Telecommunications – *Digital Hierarchy – Formats Specifications*;
  - 4.2.5.8.7 ANSI T1.403-1995 American National Standard for Telecommunications – *Network-to-Customer Installation – DS1 Metallic Interface*;
  - 4.2.5.8.8 ANSI T1.404-1994 American National Standard for Telecommunications – *Network-to-Customer Installation – DS3 Metallic Interface Specification*;
  - 4.2.5.8.9 ANSI T1.404a-1996 American National Standard for Telecommunications – *Network-to-Customer Installation – DS3 Metallic Interface Specification (supplement)*;
  - 4.2.5.8.10 IEC 825-1 Safety of Laser Products, Part 1: Equipment classifications, requirements and user's guide, First Edition, 1999-11;
  - 4.2.5.8.11 IEC 825-2 Safety of Laser Products, Part 2: Safety of optical fiber communication systems, First Edition, 1993-09;

- 4.2.5.8.12 ANSI T1.102-1993, American National Standard for Telecommunications – *Digital Hierarchy – Electrical Interfaces*;
- 4.2.5.8.13 ANSI T1.107-1995, American National Standard for Telecommunications – *Digital Hierarchy – Formats Specifications*;
- 4.2.5.9 Telecordia (formerly Bellcore) Technical Documents:
  - 4.2.5.9.1 GR-20-CORE Generic Requirements for Optical Fiber and Optical Fiber Cables, Issue 1, December 1994;
  - 4.2.5.9.2 GR-253-CORE Synchronous Optical Network (SONET) Transport Systems: Common Criteria Physical Layer, Issue 1, December 1994;
  - 4.2.5.9.3 GR-342-CORE High-Capacity Digital Special Access Service Transmission Parameter Limits and Interface Combination, Issue 1, December 1995;
  - 4.2.5.9.4 GR-436-CORE Digital Network Synchronization Plan, Issue 1, June 1994
  - 4.2.5.9.5 GR-1365-CORE SONET Private Line Service Interface Generic Criteria for End Users, Issue 1, December 1994;
  - 4.2.5.9.6 Telecordia (formerly Bellcore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
  - 4.2.5.9.7 Telecordia (formerly Bellcore) GR-820-CORE, Generic Transmission Surveillance; DS1 & DS3 Performance;
  - 4.2.5.9.8 Telecordia (formerly Bellcore) TR-NWT 000507, Transmission, Section 7, Issue 5 (Telecordia (formerly BellCore), December 1993). (A module of LSSGR, FR-NWT-000064.);
  - 4.2.5.9.9 Telecordia (formerly Bellcore) GR-342-CORE, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 December 1995;
  - 4.2.5.9.10 Telecordia (formerly Bellcore) ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue 1 May 1989;
  - 4.2.5.9.11 Telecorida (formerly Bellcore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1, August 1987;

4.2.5.10 BellSouth Technical References:

4.2.5.10.1 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.

4.2.5.10.2 TR 73501 LightGate® Service Interface and Performance Specifications, Issue D, June 1995.

4.2.5.10.3 TR 73525 MegaLink® Service, MegaLink Channel Service & MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

4.3 **Dark Fiber**

4.3.1 BellSouth agrees to offer access to Dark Fiber pursuant to the terms and conditions following and at the rates set forth in this Attachment. In Kentucky, if BellSouth has plans to use the fiber in a three year planning period, there is no requirement to provide it. The Parties agree that Dark Fiber will be used in the provisioning of local service.

4.3.2 Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available. No regeneration or optical amplification will be included with this element.

4.3.3 Requirements

4.3.3.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. BellSouth shall offer all Dark Fiber to Frankfort Plant Board pursuant to the prices set forth in this Attachment.

4.3.3.2 Frankfort Plant Board may test the quality of the Dark Fiber to confirm its usability and performance specifications.

4.3.3.3 BellSouth shall use its best efforts to provide to Frankfort Plant Board information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from Frankfort Plant Board ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation").

4.3.3.4 BellSouth shall use its best efforts to make Dark Fiber available to Frankfort Plant Board within thirty (30) business days after it receives

written confirmation from Frankfort Plant Board that the Dark Fiber previously deemed available by BellSouth is wanted for use by Frankfort Plant Board. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Frankfort Plant Board to connect or splice Frankfort Plant Board provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

**4.4 Rates**

The prices that Frankfort Plant Board shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

**4.5 Operational Support Systems (OSS)**

BellSouth has developed and made available the following mechanized systems by which Frankfort Plant Board may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway

4.5.1 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	CHARGE	KY
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50	SOMEK
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	\$19.99	SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

**4.5.2 Denial/Restoral OSS Charge**

In the event Frankfort Plant Board provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

**4.5.3 Cancellation OSS Charge**

Frankfort Plant Board will incur an OSS charge for an accepted LSR that is later canceled by Frankfort Plant Board.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

**4.5.4 Threshold Billing Plan**

The Parties agree that Frankfort Plant Board will incur the electronic rate for all LSRs, both electronic and manual, if the percentage of electronic LSRs to total LSRs meets or exceeds the threshold percentages shown below:

Year	Ratio: Electronic/Total LSRs
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

**5. BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service**

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of 8XX Access Ten Digit Screening Services.

**5.1 BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database**

**5.1.1** The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (herein known as 8XX SCP) is a SCP that contains customer record information and functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (herein know as 8XX TFD), utilizes the 8XX SCP to provide identification and routing of the 8XX calls, based on the ten



digits dialed. 8XX TFD is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by Frankfort Plant Board. BellSouth shall provide 8XX TFD in accordance with the following:

**5.1.2 Technical Requirements**

**5.1.2.1** BellSouth shall provide Frankfort Plant Board with access to the 8XX record information located in the 8XX SCP. The 8XX SCP contains current records as received from the national SMS and will provide for routing 8XX originating calls based on the dialed ten digit 8XX number.

**5.1.2.2** The 8XX SCP is designated to receive and respond to queries using the American National Standard Specification of Signaling System Seven (SS7) protocol. The 8XX SCP shall determine the carrier identification based on all ten digits of the dialed number and route calls to the carrier, POTS number, dialing number and/or other optional feature selected by Frankfort Plant Board.

**5.1.2.3** The SCP shall also provide, at Frankfort Plant Board's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Telcordia (formerly BellCore), April 1994)) as are available to BellSouth. These may include but are not limited to:

**5.1.2.3.1** Network Management;

**5.1.2.3.2** Customer Sample Collection; and

**5.1.2.3.3** Service Maintenance.

**5.2 Rates**

The prices that Frankfort Plant Board shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

**6. Line Information Database (LIDB)**

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of LIDB.

**6.1** BellSouth will store in its LIDB only records relating to service in the BellSouth region. The LIDB Storage Agreement is included in this Attachment.

**6.1.1**      **Definition**

The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with end user Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

**6.1.2**      **Technical Requirements**

**6.1.2.1**      BellSouth will offer to Frankfort Plant Board any additional capabilities that are developed for LIDB during the life of this Agreement.

**6.1.2.2**      BellSouth shall process Frankfort Plant Board's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to Frankfort Plant Board what additional functions (if any) are performed by LIDB in the BellSouth network.

**6.1.2.3**      Within two (2) weeks after a request by Frankfort Plant Board, BellSouth shall provide Frankfort Plant Board with a list of the customer data items which Frankfort Plant Board would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

**6.1.2.4**      BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked, shall not exceed 30 minutes per year.

**6.1.2.5**      BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.

**6.1.2.6**      BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.

**6.1.2.7**      All additions, updates and deletions of Frankfort Plant Board data to the LIDB shall be solely at the direction of Frankfort Plant Board. Such direction from Frankfort Plant Board will not be required where the

addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).

- 6.1.2.8 BellSouth shall provide priority updates to LIDB for Frankfort Plant Board data upon Frankfort Plant Board's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.
- 6.1.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of Frankfort Plant Board customer records will be missing from LIDB, as measured by Frankfort Plant Board audits. BellSouth will audit Frankfort Plant Board records in LIDB against DBAS to identify record mismatches and provide this data to a designated Frankfort Plant Board contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to Frankfort Plant Board within one business day of audit. Once reconciled records are received back from Frankfort Plant Board, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact Frankfort Plant Board to negotiate a time frame for the updates, not to exceed three business days.
- 6.1.2.10 BellSouth shall perform backup and recovery of all of Frankfort Plant Board's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.
- 6.1.2.11 BellSouth shall provide Frankfort Plant Board with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between Frankfort Plant Board and BellSouth.
- 6.1.2.12 BellSouth shall prevent any access to or use of Frankfort Plant Board data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by Frankfort Plant Board in writing.
- 6.1.2.13 BellSouth shall provide Frankfort Plant Board performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by Frankfort Plant Board at least at parity with BellSouth Customer Data. BellSouth shall obtain from Frankfort Plant

Board the screening information associated with LIDB Data Screening of Frankfort Plant Board data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to Frankfort Plant Board under the Bona Fide Request/New Business Process as set forth in General Terms and Conditions .

- 6.1.2.14 BellSouth shall accept queries to LIDB associated with Frankfort Plant Board customer records, and shall return responses in accordance with industry standards.
- 6.1.2.15 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 6.1.2.16 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.
- 6.1.3 **Interface Requirements**
- 6.1.3.1 BellSouth shall offer LIDB in accordance with the requirements of this subsection.
- 6.1.3.2 The interface to LIDB shall be in accordance with the technical references contained within.
- 6.1.3.3 The CCS interface to LIDB shall be the standard interface described herein.
- 6.1.3.4 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

- 6.2 **Rates**  
The prices that Frankfort Plant Board shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

## **7. Signaling**

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of Signaling Transport Services.

BellSouth agrees to offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling

elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

7.1 Signaling Link Transport

7.1.1 Definition

Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

7.1.2 Technical Requirements

7.1.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.

7.1.2.2 Of the various options available, Signaling Link Transport shall perform in the following two ways:

7.1.2.2.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STP) pair; and

7.1.2.2.2 As a "B-link" which is a connection between two STP pairs in different company networks (e.g., between two STP pairs for two Competitive Local Exchange Carriers (CLECs)).

7.1.2.3 Signaling Link Transport shall consist of two or more signaling link layers as follows:

7.1.2.3.1 An A-link layer shall consist of two links.

7.1.2.3.2 A B-link layer shall consist of four links.

7.1.2.4 A signaling link layer shall satisfy a performance objective such that:

7.1.2.4.1 There shall be no more than two minutes down time per year for an A-link layer; and

7.1.2.4.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.

7.1.2.5 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

7.1.2.5.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and

7.1.2.5.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).

7.1.3 Interface Requirements

7.1.3.1 There shall be a DS1 (1.544 Mbps) interface at the Frankfort Plant Board designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

7.2 Signaling Transfer Points (STPs)

7.2.1 Definition

Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

7.2.2 Technical Requirements

7.2.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:

7.2.2.1.1 BellSouth Local Switching or Tandem Switching;

7.2.2.1.2 BellSouth Service Control Points/DataBases;

7.2.2.1.3 Third-party local or tandem switching;

7.2.2.1.4 Third-party-provided STPs.

7.2.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This explicitly includes the use of the BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transient messages). When the BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

7.2.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an Frankfort Plant Board local switch and third party local switch, the BellSouth SS7 network shall

convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between Frankfort Plant Board local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.

- 7.2.2.4 STPs shall provide all functions of the MTP as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. This includes:
  - 7.2.2.4.1 Signaling Data Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements;
  - 7.2.2.4.2 Signaling Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements; and
  - 7.2.2.4.3 Signaling Network Management functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements.
- 7.2.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a Frankfort Plant Board or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a Frankfort Plant Board database, then Frankfort Plant Board agrees to provide BellSouth with the Destination Point Code for the Frankfort Plant Board database.
- 7.2.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 7.2.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:
  - 7.2.2.6.1 MTP Routing Verification Test (MRVT); and
  - 7.2.2.6.2 SCCP Routing Verification Test (SRVT).
- 7.2.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is a Frankfort Plant Board or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the

destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPs, and if mutually agreed upon by Frankfort Plant Board and BellSouth.

7.2.2.8 STPs shall be on parity with BellSouth.

7.2.2.9 SS7 Advanced Intelligent Network (AIN) Access

7.2.2.9.1 When technically feasible and upon request by Frankfort Plant Board, SS7 Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the Frankfort Plant Board SS7 network to exchange TCAP queries and responses with a Frankfort Plant Board SCP.

7.2.2.9.2 SS7 AIN Access shall provide Frankfort Plant Board SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and Frankfort Plant Board SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the Frankfort Plant Board SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.

7.2.3 Interface Requirements

7.2.3.1 BellSouth shall provide the following STP options to connect Frankfort Plant Board or Frankfort Plant Board-designated local switching systems or STPs to the BellSouth SS7 network:

7.2.3.1.1 An A-link interface from Frankfort Plant Board local switching systems; and,

7.2.3.1.2 A B-link interface from Frankfort Plant Board local STPs.

7.2.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links.



- 7.2.3.3** The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting Frankfort Plant Board local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and Frankfort Plant Board will work jointly to establish mutually acceptable SPOIs.
- 7.2.3.4** BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and Frankfort Plant Board will work jointly to establish mutually acceptable SPOIs.
- 7.2.3.5** BellSouth shall provide MTP and SCCP protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:
- 7.2.3.5.1** Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
- 7.2.3.5.2** Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).
- 7.2.3.6** Message Screening
- 7.2.3.6.1** BellSouth shall set message screening parameters so as to accept valid messages from Frankfort Plant Board local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the Frankfort Plant Board switching system has a legitimate signaling relation.
- 7.2.3.6.2** BellSouth shall set message screening parameters so as to pass valid messages from Frankfort Plant Board local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the Frankfort Plant Board switching system has a legitimate signaling relation.
- 7.2.3.6.3** BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from Frankfort Plant Board from any signaling point or network interconnected through BellSouth's

SS7 network where the Frankfort Plant Board SCP has a legitimate signaling relation.

- 7.2.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:
  - 7.2.4.1 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);
  - 7.2.4.2 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
  - 7.2.4.3 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);
  - 7.2.4.4 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
  - 7.2.4.5 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);
  - 7.2.4.6 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
  - 7.2.4.7 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); and
  - 7.2.4.8 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

### 7.3 **Service Control Points/Databases**

#### 7.3.1 Definitions

- 7.3.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, Calling

Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

7.3.1.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

7.3.2 **Technical Requirements for SCPs/Databases**

7.3.2.1 Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to Frankfort Plant Board in accordance with the following requirements.

7.3.2.1.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

7.3.2.1.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).

7.3.2.1.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

7.3.3 **Database Availability**

7.3.3.1 Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.

7.3.3.2 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for Frankfort Plant Board customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

7.4 **Local Number Portability Database**

7.4.1 **Definition**

The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

**7.5 SS7 Network Interconnection**

**7.5.1 Definition**

SS7 Network Interconnection is the interconnection of Frankfort Plant Board local Signaling Transfer Point Switches (STP) and Frankfort Plant Board local or tandem switching systems with BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), Frankfort Plant Board local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

**7.5.2 Technical Requirements**

**7.5.2.1** SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:

**7.5.2.1.1** BellSouth local or tandem switching systems;

**7.5.2.1.2** BellSouth DBs; and

**7.5.2.1.3** Other third-party local or tandem switching systems.

**7.5.2.2** The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and Frankfort Plant Board or other third-party switching systems with A-link access to the BellSouth SS7 network.

**7.5.2.3** If traffic is routed based on dialed or translated digits between a Frankfort Plant Board local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the Frankfort Plant Board local STPs and BellSouth or other third-party local switch.

**7.5.2.4** When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7

Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).

- 7.5.2.5 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:
  - 7.5.2.5.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
  - 7.5.2.5.2 Signaling Link functions, as specified in ANSI T1.111.3; and
  - 7.5.2.5.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 7.5.2.6 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a Frankfort Plant Board local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Frankfort Plant Board local STPs, and shall not include SCCP Subsystem Management of the destination.
- 7.5.2.7 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.
- 7.5.2.8 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.
- 7.5.2.9 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection shall provide these functions of the OMAP.
- 7.5.2.10 SS7 Network Interconnection shall be equal to or better than the following performance requirements:
  - 7.5.2.10.1 MTP Performance, as specified in ANSI T1.111.6;
  - 7.5.2.10.2 SCCP Performance, as specified in ANSI T1.112.5; and
  - 7.5.2.10.3 ISDNUP Performance, as specified in ANSI T1.113.5.

**7.5.3      Interface Requirements**

**7.5.3.1      BellSouth shall offer the following SS7 Network Interconnection options to connect Frankfort Plant Board or Frankfort Plant Board-designated local or tandem switching systems or STPs to the BellSouth SS7 network:**

**7.5.3.1.1    A-link interface from Frankfort Plant Board local or tandem switching systems; and**

**7.5.3.1.2    B-link interface from Frankfort Plant Board STPs.**

**7.5.3.2      The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting Frankfort Plant Board local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and Frankfort Plant Board will work jointly to establish mutually acceptable SPOI.**

**7.5.3.3      BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and Frankfort Plant Board will work jointly to establish mutually acceptable SPOI.**

**7.5.3.4      The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the following specifications:**

**7.5.3.4.1    Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);**

**7.5.3.4.2    Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;**

**7.5.3.4.3    Telcordia (formerly BellCore) GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and**

**7.5.3.4.4    Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).**

- 7.5.3.5 BellSouth shall set message screening parameters to block accept messages from Frankfort Plant Board local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Frankfort Plant Board switching system has a legitimate signaling relation.
- 7.5.3.6 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the following technical references:
  - 7.5.3.6.1 ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;
  - 7.5.3.6.2 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);
  - 7.5.3.6.3 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
  - 7.5.3.6.4 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);
  - 7.5.3.6.5 ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;
  - 7.5.3.6.6 ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);
  - 7.5.3.6.7 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
  - 7.5.3.6.8 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);
  - 7.5.3.6.9 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
  - 7.5.3.6.10 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network

Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

- 7.5.3.6.11 Telcordia (formerly BellCore) GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;
- 7.5.3.6.12 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;
- 7.5.3.6.13 Telcordia (formerly BellCore) GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and,
- 7.5.3.6.14 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

## 7.6 Rates

The prices that Frankfort Plant Board shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

## 8. Operator Call Processing, Inward Operator Services and Directory Assistance Services

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of Operator Call Processing, Inward Operator Services and Directory Assistance Services.

### 8.1 Operator Systems

#### 8.1.1 Definition.

Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, end user telephone listings and optional call completion services. The Operator Systems, Network Element provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below.

### 8.2 Operator Service

#### 8.2.1 Definition

Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the end user has dialed



the called number (for example, credit card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, Operator-assisted Directory Assistance, and Rate Quotes.

**8.2.2**      **Requirements**

**8.2.2.1**      When Frankfort Plant Board requests BellSouth to provide Operator Services, the following requirements apply:

**8.2.2.1.1**    BellSouth shall complete 0+ and 0- dialed local calls.

**8.2.2.1.2**    BellSouth shall complete 0+ intraLATA toll calls.

**8.2.2.1.3**    BellSouth shall process calls that are billed to Frankfort Plant Board end user's calling card that can be validated by BellSouth.

**8.2.2.1.4**    BellSouth shall complete person-to-person calls.

**8.2.2.1.5**    BellSouth shall complete collect calls.

**8.2.2.1.6**    BellSouth shall provide the capability for callers to bill to a third party and complete such calls.

**8.2.2.1.7**    BellSouth shall complete station-to-station calls.

**8.2.2.1.8**    BellSouth shall process emergency calls.

**8.2.2.1.9**    BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.

**8.2.2.1.10**   BellSouth shall process emergency call trace, as they do for their end users prior to the Effective Date. Call must originate from a 911 provider.

**8.2.2.1.11**   BellSouth shall process operator-assisted directory assistance calls.

**8.2.2.1.12**   BellSouth shall adhere to equal access requirements, providing Frankfort Plant Board local end users the same IXC access as provided to BellSouth end users.

**8.2.2.1.13**   BellSouth shall exercise at least the same level of fraud control in providing Operator Service to Frankfort Plant Board that BellSouth provides for its own operator service.

**8.2.2.1.14**   BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.

8.2.2.1.15 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by Frankfort Plant Board.

8.2.2.1.16 BellSouth shall provide a feed of customer call records in "EMI" format to Frankfort Plant Board in accordance with CLEC ODUF standards specified in Attachment 7.

### 8.2.3 Interface Requirements

8.2.3.1 With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of Frankfort Plant Board, the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.

## 8.3 **Directory Assistance Service**

### 8.2.1 Definition

Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.

### 8.2.2 Requirements

8.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by Frankfort Plant Board's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings, equal to that which BellSouth provides its end users. If not available, Frankfort Plant Board may request such requirement pursuant to the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.

### 8.3.3 Directory Assistance Service Updates

8.3.3.1 BellSouth shall update end user listings changes daily. These changes include:

8.3.3.1.1 New end user connections: BellSouth will provide service to Frankfort Plant Board that is equal to the service it provides to itself and its end users;

8.3.3.1.2 End user disconnections: BellSouth will provide service to Frankfort Plant Board that is equal to the service it provides to itself and its end users; and

- 8.3.3.1.3 End user address changes: BellSouth will provide service to Frankfort Plant Board that is equal to the service it provides to itself and its end users;
- 8.3.3.2 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.
- 8.3.4 Branding for Operator Call Processing and Directory Assistance
- 8.3.4.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to Frankfort Plant Board end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows Frankfort Plant Board to have its calls custom branded with Frankfort Plant Board's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for Custom Branding, Operator Call Process and Directory Assistance are set forth in this Attachment.
- 8.3.4.2 BellSouth offers four service levels of branding to Frankfort Plant Board when ordering Directory Assistance and/or Operator Call Processing.
- 8.3.4.2.1 Service Level 1 - BellSouth Branding
- 8.3.4.2.2 Service Level 2 - Unbranded
- 8.3.4.2.3 Service Level 3 - Custom Branding
- 8.3.4.2.4 Service Level 4 - Self Branding (applicable only to Frankfort Plant Board for Resale or use with an Unbundled Port when routing to an operator service provider other than BellSouth).
- 8.3.5 For Resellers and Use with an Unbundled Port
- 8.3.5.1 BellSouth Branding is the Default Service Level.
- 8.3.5.2 Unbranding, Custom Branding, and Self Branding require Frankfort Plant Board to order selective routing for each originating BellSouth end office identified by Frankfort Plant Board. Rates for Selective Routing are set forth in this Attachment.
- 8.3.5.3 Customer Branding and Self Branding require Frankfort Plant Board to order dedicated trunking from each BellSouth end office identified by Frankfort Plant Board, to either the BellSouth Traffic Operator Position System (TOPS) or Frankfort Plant Board Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.

8.3.5.4 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by Frankfort Plant Board to the BellSouth TOPS. These calls are routed to "No Announcement."

8.3.6 For Facilities Based Carriers

8.3.6.1 All Service Levels require Frankfort Plant Board to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.

8.3.6.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, IVS and NAV equipment for which Frankfort Plant Board requires service.

8.3.7 Directory Assistance customized branding uses:

8.3.7.1 the recording of the name;

8.3.7.2 the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

8.3.8 Operator Call Processing customized branding uses:

8.3.8.1 the recording of the name;

8.3.8.2 the front-end loading of the DRAM in the TOPS Switch;

8.3.8.3 the back-end loading in the audio units in the Automated Alternate Billing System (AABS) in the Interactive Voice Subsystem (IVS);

8.3.8.4 the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).

8.3.8 BellSouth will provide to Frankfort Plant Board purchasing local BellSouth switching and reselling BellSouth local exchange service, selective routing of calls to a requested directory assistance services platform or operator services platform. Frankfort Plant Board end users may use the same dialing arrangements as BellSouth end users, but obtain a Frankfort Plant Board branded service.

8.4 **Directory Assistance Database Service (DADS)**

8.4.1 BellSouth shall make its Directory Assistance Database Service (DADS) available solely for the expressed purpose of providing Directory Assistance type services to Frankfort Plant Board end users. The term

"end user" denotes any entity which obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted and Electronic Directory Assistance (Data System assisted)). Frankfort Plant Board agrees that DADS will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, Frankfort Plant Board agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, Frankfort Plant Board authorizes the inclusion of Frankfort Plant Board Directory Assistance listings in the BellSouth Directory Assistance products.

- 8.4.2 BellSouth shall provide Frankfort Plant Board initially with a base file of subscriber listings which reflect all listing change activity occurring since Frankfort Plant Board's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by Frankfort Plant Board and BellSouth. Frankfort Plant Board agrees to assume the costs associated with CONNECT: Direct™ connectivity, which will vary depending upon volume and mileage.
- 8.4.3 BellSouth will require approximately one month after receiving an order to prepare the Base File. BellSouth will provide daily updates which will reflect all listing change activity occurring since Frankfort Plant Board's most recent update. BellSouth shall provide updates to Frankfort Plant Board on a Business, Residence, or combined Business and Residence basis. Frankfort Plant Board agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after Frankfort Plant Board receives the Base File.
- 8.4.4 BellSouth is authorized to include Frankfort Plant Board Directory Assistance Listing Information in its DADS. Any other use by BellSouth of Frankfort Plant Board Directory Assistance Listing Information is not authorized and with the exception of a request for DADS, BellSouth shall refer any request for such information to Frankfort Plant Board.
- 8.4.5 Rates for DADS are as set forth in this Attachment.
- 8.5 **Direct Access to Directory Assistance Service (DADAS)**
- 8.5.1 Direct Access to Directory Assistance Service (DADAS) will provide Frankfort Plant Board's directory assistance operators with the ability to search all available BellSouth subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow Frankfort Plant Board to utilize its own switch, operator workstations and optional audio subsystems.

- 8.5.2 BellSouth will provide DADAS from its DA location. Frankfort Plant Board will access the DADAS system via a telephone company provided point of availability. Frankfort Plant Board has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from the telephone company as rates and charges billed separately from the charges associated with this offering.
- 8.5.3 A specified interface to each Frankfort Plant Board subsystem will be provided by BellSouth. Interconnection between Frankfort Plant Board's system and a specified BellSouth location will be pursuant to the use of Frankfort Plant Board owned or Frankfort Plant Board leased facilities and shall be appropriate sized based upon the volume of queries being generated by Frankfort Plant Board.
- 8.5.4 The specifications for the three interfaces necessary for interconnection are available in the following documents:
- 8.5.4.1 DADAS to Subscriber Operator Position System—Northern Telecom Document CSI-2300-07; Universal Gateway/ Position Message Interface Format Specification;
- 8.5.4.2 DADAS to Subscriber Switch—Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document 250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification;
- 8.5.4.3 DADAS to Audio Subsystem (Optional)—Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol—Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification.
- 8.5.5 Rates for DADAS are as set forth in this Attachment.
- 8.6 **Automatic Location Identification/Data Management System (ALI/DMS)**
- 8.6.1 Definition
- The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

**8.6.2**      **Technical Requirements**

**8.6.2.1**      BellSouth shall offer Frankfort Plant Board a data link to the ALI/DMS database or permit Frankfort Plant Board to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to Frankfort Plant Board immediately after Frankfort Plant Board inputs information into the ALI/DMS database. Alternately, Frankfort Plant Board may utilize BellSouth, to enter end user information into the data base on a demand basis, and validate end user information on a demand basis.

**8.6.2.2**      The ALI/DMS database shall contain the following end user information:

**8.6.2.2.1**      Name;

**8.6.2.2.2**      Address;

**8.6.2.2.3**      Telephone number; and

**8.6.2.2.4**      Other information as appropriate (e.g., whether a end user is blind or deaf or has another disability).

**8.6.2.3**      When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless Frankfort Plant Board requests otherwise and shall be updated if Frankfort Plant Board requests, provided Frankfort Plant Board supplies BellSouth with the updates.

**8.6.2.4**      When Remote Call Forwarding (RCF) is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.

**8.6.2.5**      If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

**8.6.3**      **Interface Requirements**

The interface between the E911 Switch or Tandem and the ALI/DMS database for Frankfort Plant Board end users shall meet industry standards.

**8.7 Directory Assistance Database**

BellSouth shall make its directory assistance database available to Frankfort Plant Board in order to allow Frankfort Plant Board to provide its end users with the same directory assistance telecommunications services BellSouth provides to BellSouth end users. BellSouth shall provide Frankfort Plant Board with an initial feed via magnetic tape and daily update initially via magnetic tape and subsequently via an electronic gateway to be developed mutually by Frankfort Plant Board and BellSouth of end user address and number changes. Directory Assistance Services must provide both the ported and Frankfort Plant Board telephone numbers to the extent available in BellSouth's database assigned to an end user. Privacy indicators must be properly identified to assure the non-published numbers are accurately identified.

**8.8 Rates**

The prices that Frankfort Plant Board shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

**9. Calling Name (CNAM) Database Service**

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of CNAM.

9.1 The Agreement for Calling Name (CNAM) with standard pricing is included as Exhibit B to this Attachment. Frankfort Plant Board must provide to its account manager a written request with a requested activation date to activate this service. If Frankfort Plant Board is interested in requesting CNAM with volume and term pricing, Frankfort Plant Board must contact its account manager to request a separate CNAM volume and term Agreement.

9.2 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:

9.2.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Telcordia (formerly BellCore), December 1994);

9.2.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Telcordia (formerly BellCore), March 1994);



- 9.2.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Telcordia (formerly BellCore), October 1995);
- 9.2.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Telcordia (formerly BellCore), October 1995) (Replaces TR-NWT-001149);
- 9.2.5 Telcordia (formerly BellCore) GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Telcordia (formerly BellCore), October 1995);
- 9.2.6 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Telcordia (formerly BellCore), May 1995); and
- 9.2.7 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2, (Telcordia (formerly BellCore), April 1994).
- 9.3 **Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access**
- 9.3.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide Frankfort Plant Board the capability that will allow Frankfort Plant Board and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.
- 9.3.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to Frankfort Plant Board. Scheduling procedures shall provide Frankfort Plant Board equivalent priority to these resources.
- 9.3.3 BellSouth SCP shall partition and protect Frankfort Plant Board service logic and data from unauthorized access, execution or other types of compromise.
- 9.3.4 When Frankfort Plant Board selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Frankfort Plant Board to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.

9.3.5 When Frankfort Plant Board selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. Frankfort Plant Board access will be provided via remote data connection (e.g., dial-in, ISDN).

9.3.6 When Frankfort Plant Board selects SCE/SMS AIN Access, BellSouth shall allow Frankfort Plant Board to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and end user subscription).

#### 9.4 Rates

The prices that Frankfort Plant Board shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

### 10. Basic 911 and E911

All of the negotiated terms and conditions set forth in this Section pertain to the provision of Basic 911 and E911.

If Frankfort Plant Board orders network elements and other services, then Frankfort Plant Board is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment.

#### 10.1 Definition

Basic 911 and E911 is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).

#### 10.2 Requirements

10.2.1 Basic 911 Service Provisioning. For Basic 911 service, BellSouth will provide to Frankfort Plant Board a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. Frankfort Plant Board will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. Frankfort Plant Board will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, Frankfort Plant Board will be required to discontinue the Basic 911 procedures and begin using E911 procedures.

- 10.2.2 E911 Service Provisioning. For E911 service, Frankfort Plant Board will be required to install a minimum of two dedicated trunks originating from the Frankfort Plant Board serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. Frankfort Plant Board will be required to provide BellSouth daily updates to the E911 database. Frankfort Plant Board will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, Frankfort Plant Board will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. Frankfort Plant Board shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.
- 10.3 Rates Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on Frankfort Plant Board beyond applicable charges for BellSouth trunking arrangements.
- 10.4 Basic 911 and E911 functions provided to Frankfort Plant Board shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.
- 10.5 Detailed Practices and Procedures The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and Frankfort Plant Board to follow in providing 911/E911 services.

**EXHIBIT A**

**LINE INFORMATION DATA BASE (LIDB)  
STORAGE AGREEMENT**

**I. SCOPE**

A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of Frankfort Plant Board and pursuant to which BellSouth, its LIDB customers and Frankfort Plant Board shall have access to such information. Frankfort Plant Board understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Frankfort Plant Board, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify Frankfort Plant Board of fraud alerts so that Frankfort Plant Board may take action it deems appropriate. Frankfort Plant Board understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by Frankfort Plant Board pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to Frankfort Plant Board for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

Frankfort Plant Board understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Frankfort Plant Board further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from end users. Additionally, Frankfort Plant Board understands that presently BellSouth has no method to differentiate between BellSouth's own billing and line data in the LIDB and such data which it includes in the LIDB on Frankfort

Plant Board's behalf pursuant to this Agreement. Therefore, until such time as BellSouth can and does implement in its LIDB and its supporting systems the means to differentiate Frankfort Plant Board's data from BellSouth's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

- (a) Frankfort Plant Board agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for Frankfort Plant Board's end user accounts which are resident in LIDB pursuant to this Agreement. Frankfort Plant Board authorizes BellSouth to place such charges on Frankfort Plant Board's bill from BellSouth and agrees that it shall pay all such charges. Charges for which Frankfort Plant Board hereby takes responsibility include, but are not limited to, collect and third number calls.
- (b) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.
- (c) Frankfort Plant Board shall have the responsibility to render a billing statement to its end users for these charges, but Frankfort Plant Board's obligation to pay BellSouth for the charges billed shall be independent of whether Frankfort Plant Board is able or not to collect from Frankfort Plant Board's end users.
- (d) BellSouth shall not become involved in any disputes between Frankfort Plant Board and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Frankfort Plant Board. It shall be the responsibility of Frankfort Plant Board and the other entity to negotiate and arrange for any appropriate adjustments.

## **II. TERM**

This Agreement will be effective as of \_\_\_\_\_, and will continue in effect for one year, and thereafter may be continued until terminated by either Party upon thirty (30) days written notice to the other Party.

## **III. FEES FOR SERVICE AND TAXES**

- A. Frankfort Plant Board will not be charged a fee for storage services provided by BellSouth to Frankfort Plant Board, as described in Section I of this Agreement.

- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by Frankfort Plant Board. Frankfort Plant Board shall have the right to have BellSouth contest with the imposing jurisdiction, at Frankfort Plant Board's expense, any such taxes that Frankfort Plant Board deems are improperly levied.

#### **IV. INDEMNIFICATION**

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying Party or its agents or contractors in connection with the indemnifying Party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury or liability. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying Party has unreasonably failed to assume such defense.

#### **V. LIMITATION OF LIABILITY**

Neither Party shall be liable to the other Party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other Party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

#### **VI. MISCELLANEOUS**

- A. It is understood and agreed to by the Parties that BellSouth may provide similar services to other companies.
- B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts,

the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.

- C. Frankfort Plant Board agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BellSouth's corporate or trade names, logos, trademarks or service marks or those of BellSouth's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and Frankfort Plant Board further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written approval.
- D. This Agreement constitutes the entire Agreement between Frankfort Plant Board and BellSouth which supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.
- E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.
- F. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.
- G. This Agreement shall be deemed to be a contract made under the laws of the applicable state, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

**FACILITIES BASED ADDENDUM  
TO LINE INFORMATION DATA BASE (LIDB)  
STORAGE AGREEMENT**

This is a Facilities Based Addendum to the Line Information Data Base Storage Agreement dated \_\_\_\_\_, 2000, between BellSouth Telecommunications, Inc., ("BellSouth"), and \_\_\_\_\_ ("Frankfort Plant Board"), effective the \_\_\_\_\_ day of \_\_\_\_\_, 2000.

**I. GENERAL**

This Addendum sets forth the terms and conditions for Frankfort Plant Board's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. BellSouth will store in its LIDB the billing number information provided by Frankfort Plant Board, and BellSouth will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

**II. DEFINITIONS**

- A. Billing number - a number that Frankfort Plant Board creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten digit number that identifies a telephone line administered by Frankfort Plant Board.
- C. Special billing number - a ten digit number that identifies a billing account established by Frankfort Plant Board.
- D. Calling Card number - a billing number plus PIN number.
- E. PIN number - a four digit security code assigned by Frankfort Plant Board which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by Frankfort Plant Board.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.



- H. **Calling Card Validation** - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. **Billing number information** - information about billing number, Calling Card number and toll billing exception indicator provided to BellSouth by Frankfort Plant Board.

### **III. RESPONSIBILITIES OF PARTIES**

- A. Frankfort Plant Board will provide its billing number information to BellSouth's LIDB each business day by a method that has been mutually agreed upon by both Parties.
- B. BellSouth will store in its LIDB the billing number information provided by Frankfort Plant Board. Under normal operating conditions, BellSouth shall include Frankfort Plant Board's billing number information in its LIDB no later than two business days following BellSouth's receipt of such billing number information, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of Frankfort Plant Board's working telephone numbers.
- C. BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.
- D. BellSouth is authorized to use the billing number information provided by Frankfort Plant Board to perform the following functions for authorized users on an on-line basis:
  - 1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by Frankfort Plant Board, and where the last four digits (PIN) are a security code assigned by Frankfort Plant Board.
  - 2. Determine whether Frankfort Plant Board or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.
- E. Frankfort Plant Board will provide its own billing number information to BellSouth for storage and to be used for Billed Number Screening and Calling Card Validation. Frankfort Plant Board will arrange and pay for transport of updates to BellSouth.

4. **COMPLIANCE**

Unless expressly authorized in writing by Frankfort Plant Board, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

**EXHIBIT B**

**CALLING NAME DELIVERY (CNAM) DATABASE SERVICES**

**1. Definitions**

For the purpose of this Attachment, the following terms shall be defined as:

**CALLING NAME DELIVERY DATABASE SERVICE (CNAM)** - The ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides Frankfort Plant Board the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

**CALLING PARTY NUMBER (CPN)** - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

**COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7)** - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

**SERVICE CONTROL POINTs (SCPs)** - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

**SERVICE MANAGEMENT SYSTEM (SMS)** - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

**SERVICE SWITCHING POINTs (SSPs)** - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

**SUBSYSTEM NUMBER (SSN)** - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

**2. Attachment**

- 2.1 This Attachment contains the terms and conditions where BellSouth will provide to the Frankfort Plant Board access to the BellSouth CNAM SCP for query or record storage purposes.

2.1 Frankfort Plant Board shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Attachment. Said notice shall be in writing, no less than 60 days prior to Frankfort Plant Board's access to BellSouth's CNAM Database Services and shall be addressed to Frankfort Plant Board's Account Manager.

**3. Physical Connection and Compensation**

3.1 BellSouth's provision of CNAM Database Services to Frankfort Plant Board requires interconnection from Frankfort Plant Board to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement. The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.

3.2 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, Frankfort Plant Board shall provide its own CNAM SSP. Frankfort Plant Board's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".

3.3 If Frankfort Plant Board elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that Frankfort Plant Board desires to query.

**3.4 Out-Of-Region Customers**

If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's (formerly BellCore's) CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties in writing and shall, by this reference become an integral part of this Agreement.

**4. CNAM Record Initial Load and Updates**

- 4.1 The mechanism to be used by Frankfort Plant Board for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by Frankfort Plant Board in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of Frankfort Plant Board to provide accurate information to BellSouth on a current basis.
- 4.2 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
- 4.3 Frankfort Plant Board CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.