

CASE

NUMBER:

99- 443

BELLSOUTH/FRANKFORT PLANT BOARD RATES
NETWORK ELEMENTS AND OTHER SERVICES

DESCRIPTION	USOC	KY
NIDs		
NID (all types), per month	UNDAX	\$1.80
Installation of 2-Wire/4Wire CLEC NID	UNDAX	
NRC - 1st	UNDAX	NA
NRC - Add'l	UNDAX	NA
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	UNDC2	NA
NID per 2-Wire Analog VG Loop, Per Month	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
NID per 4-Wire Analog VG Loop, Per Month	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
NID per 2-Wire ISDN Digital VG Loop, Per Month	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
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	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
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	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
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	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
NID per 4-Wire 56 Kbps Dig Grade Loop	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
NID per 4-Wire 64 Kbps Dig Grade Loop	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
NID per 2-Wire Unbundled Copper Loop, per month	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
LOOP, EXCLUDING NID		
2-Wire Analog VG Loop (Standard), per month	TBD	\$18.20
NRC - 1st		\$86.08
NRC - Add'l		\$58.57
2-Wire Analog VG Loop (Customized), per month	TBD	\$21.41
NRC - 1st		\$236.75
NRC - Add'l		\$177.10
4-Wire Analog VG Loop (Standard), per month	TBD	\$26.38
NRC - 1st		\$457.14
NRC - Add'l		\$348.83
2-Wire ISDN Digital Grade Loop (Standard), per month	TBD	\$29.65
NRC - 1st		\$541.28
NRC - Add'l		\$431.61
2-Wire ADSL Loop (Standard), per month	TBD	\$10.63
NRC - 1st		\$713.50
NRC - Add'l		\$609.44
2-Wire HDSL Loop (Standard), per month	TBD	\$7.40
NRC - 1st		\$713.50
NRC - Add'l		\$609.44
4-Wire HDSL Loop (Standard), per month	TBD	\$9.70
NRC - 1st		\$748.93
NRC - Add'l		\$646.17
LOOP, INCLUDING NID		
2-Wire Analog VG Loop, per month	UEAL2	NA
NRC - 1st	UEAL2	NA
NRC - Add'l	UEAL2	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA
2-Wire Analog VG Loop-SL1, per month	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
2-Wire Analog VG Loop-SL2 w/loop or ground start signaling, per month	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
2-Wire Analog VG Loop-SL2 w/ reverse battery signaling, per month	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)	OCOCL	NA
2-Wire Analog VG Loop (Standard), per month	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
2-Wire Analog VG Loop (Customized), w/ loop or ground start signaling, per month	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
2-Wire Analog VG Loop (Customized), w/ reverse battery signaling, per month	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
4-Wire Analog VG Loop, per month	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
4-Wire Analog VG Loop (Standard), per month	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
2-Wire ISDN Digital Grade Loop, per month	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
2-Wire ISDN Digital Grade Loop (Standard), per month	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
2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month	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
2-Wire ADSL Loop (Standard), per month	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
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	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
2-Wire HDSL Loop (Standard), per month	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
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	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
4-Wire HDSL Loop (Standard), per month	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
4-Wire DS1 Digital Loop, per month	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
4-Wire 56 Kbps Dig Grade Loop, per month	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
4-Wire 64 Kbps Dig Grade Loop, per month	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
2-Wire Unbundled Copper Loop, per month	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
SUB-LOOPS		
Sub-Loop 2-Wire Analog		
Loop Feeder per 2-Wire Analog VG Loop, per month	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
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	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
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	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
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month	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
Unbundled Network Terminating Wire		
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
Sub-Loop Concentration - Channelization Sys (Outside CO)		
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD
TR008 - System A (96 channel capacity - channels 1-96), per month	UCT8A	\$757.00
NRC - 1st	UCT8A	\$633.94
NRC - Add'l	UCT8A	\$311.60
TR008 - System B (96 channel capacity - channels 97-192), per month	UCT8B	\$95.60
NRC - 1st	UCT8B	\$633.94
NRC - Add'l	UCT8B	\$311.60
TR303 - System A (96 channel capacity - channels 1-96), per month	UCT3A	\$799.95
NRC - 1st	UCT3A	\$633.94
NRC - Add'l	UCT3A	\$311.60
TR303 - System B (96 channel capacity - channels 97-192), per month	UCT3B	\$138.55
NRC - 1st	UCT3B	\$633.94
NRC - Add'l	UCT3B	\$311.60
DS1 Feeder Interface, per month	UCTFS	\$77.02
NRC 1st	UCTFS	\$418.13
NRC Add'l	UCTFS	\$198.56
Channel Interface - 2 Wire Voice - Loop Start , per month	TBD	\$2.68
NRC 1st	TBD	\$41.92
NRC Add'l	TBD	\$41.69
Channel Interface - 2 Wire ISDN, per month	ULCC1	\$10.72
NRC 1st	ULCC1	\$41.92
NRC Add'l	ULCC1	\$41.69
Channel interface - 2 Wire Voice - Ground Start or Reverse Battery, per month	TBD	\$15.94
NRC 1st	TBD	\$41.92
NRC Add'l	TBD	\$41.69
Channel Interface - 4 Wire Voice, per month	ULCC4	\$9.50
NRC 1st	ULCC4	\$41.92
NRC Add'l	ULCC4	\$41.69
Test Circuit, per month	UCTTC	\$46.44
NRC 1st	UCTTC	\$41.92
NRC Add'l	UCTTC	\$41.69
Channel Interface - Digital 56Kbps, per month	ULCC5	\$14.08
NRC 1st	ULCC5	\$41.92
NRC Add'l	ULCC5	\$41.69
Channel Interface - Digital 64Kbps, per month	ULCC6	\$14.08
NRC 1st	ULCC6	\$41.92
NRC Add'l	ULCC6	\$41.69
Loop Concentration System (Inside C.O.)		
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD
TR008 - System A (96 channel capacity - channels 1-96), per month	UCT8A	\$394.00
NRC - 1st	UCT8A	\$1,116.15
NRC - Add'l	UCT8A	NA
TR008 - System B (96 channel capacity - channels 97-192), per month	UCT8B	\$72.21
NRC - 1st	UCT8B	\$465.11
NRC - Add'l	UCT8B	NA
TR303 - System A (96 channel capacity - channels 1-96), per month	UCT3A	\$445.14
NRC - 1st	UCT3A	\$1,116.15
NRC - Add'l	UCT3A	NA
TR303 - System B (96 channel capacity - channels 97-192), per month	UCT3B	\$121.45
NRC - 1st	UCT3B	\$465.11
NRC - Add'l	UCT3B	NA
DS1 Interface, per month	UCTCO	\$403.20
NRC 1st	UCTCO	\$132.18
NRC Add'l	UCTCO	\$132.18
Channel Interface - 2 Wire Voice - Loop Start , per month	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
Channel Interface - 2 Wire ISDN, per month	ULCC1	\$11.18
NRC 1st	ULCC1	\$35.82
NRC Add'l	ULCC1	\$35.62
Channel Interface - 2 Wire Voice - Ground Start or Reverse Battery, per month	TBD	\$16.62
NRC 1st	TBD	\$35.82
NRC Add'l	TBD	\$35.62
Channel Interface - 4 Wire Voice, per month	ULCC4	\$9.91
NRC 1st	ULCC4	\$35.82
NRC Add'l	ULCC4	\$35.62
Test Circuit, per month	UCTTC	\$48.43
NRC 1st	UCTTC	\$35.82
NRC Add'l	UCTTC	\$35.62
Channel Interface - Digital 56Kbps, per month	ULCC5	TBD
NRC 1st	ULCC5	TBD
NRC Add'l	ULCC5	TBD
Channel Interface - Digital 64Kbps, per month	ULCC6	TBD
NRC 1st	ULCC6	TBD
NRC Add'l	ULCC6	TBD
DARK FIBER		
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
LOCAL EXCHANGE SWITCHING (PORTS)		
	(++) Bus = TNPBL Res = TNPRL	
2-Wire Analog Line Port (Res., Bus.), per month		\$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
2-Wire Analog Line Port (Res., Bus.) including all available features, per month	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
2-Wire Analog Line Port (Res., Bus.) including three available feature, per month	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
4-Wire Analog VG Port, per month	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
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
2-Wire DID Port, per month	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
4-Wire DS1 Port w/DID capability, per month	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
2-Wire ISDN Port(2) (3), per month	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
2-Wire ISDN Port(2) (3) including all available features, per month	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
2-Wire ISDN Port(2) (3) including three available features, per month	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
4-Wire ISDN DS1 Port, per month	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
4-Wire ISDN DS1 Port including all available features, per month	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
2-Wire Analog Line Port (PBX), per month	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
2-Wire Analog Line Port (PBX) including all available features, per month	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
2-Wire Analog Line Port (PBX) including three available features, per month	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
2-Wire Analog Hunting, per line per month	HTGUX	\$0.29
NRC - 1st	HTGUX	\$2.14
NRC - Add'l	HTGUX	\$2.14
Coin Port, per month		\$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
VERTICAL FEATURES		
Local Switching Features offered with Port, Per month (5)	N/A	No add'l charge
Three-Way Calling, per month		NA
NRC		NA
NRC - Disconnect		NA
Customer Changeable Speed Calling, per month		NA
NRC		NA
NRC - Disconnect		NA
Call Waiting		NA
NRC		NA
NRC - Disconnect		NA
Remote Activation of Call Forwarding, per month		NA
NRC		NA
NRC - Disconnect		NA
Cancel Call Waiting, per month		NA
NRC		NA
NRC - Disconnect		NA
Automatic Callback, per month		NA
NRC		NA
NRC - Disconnect		NA
Automatic Recall, per month		NA
NRC		NA
NRC - Disconnect		NA
Calling Number Delivery, per month		NA
NRC		NA
NRC - Disconnect		NA
Calling Number Delivery Blocking, per month		NA
NRC		NA
NRC - Disconnect		NA
Customer Originated Trace, per month		NA
NRC		NA
NRC - Disconnect		NA
Selective Call Rejection, per month		NA
NRC		NA
NRC - Disconnect		NA
Selective Call Forwarding, per month		NA
NRC		NA
NRC - Disconnect		NA
Selective Call Acceptance, per month		NA
NRC		NA
NRC - Disconnect		NA
Multiline Hunt Service (Rotary) Service per line, (in addition to port) , per month		NA
NRC		NA
NRC - Disconnect		NA
Call Forwarding Variable, per month		NA
NRC		NA
NRC - Disconnect		NA
Call Forwarding Busy Line, per month		NA
NRC		NA
NRC - Disconnect		NA
Call Forwarding Don't Answer All Calls, per month		NA
NRC		NA
NRC - Disconnect		NA
Remote Call Forwarding, per month		NA
NRC		NA
NRC - Disconnect		NA
Call Transfer, per month		NA
NRC		NA
NRC - Disconnect		NA
Call Hold, per month		NA
NRC		NA
NRC - Disconnect		NA
Toll Restricted Service, per month		NA
NRC		NA
NRC - Disconnect		NA
Message Waiting Indicator -- Stutter Dial Tons, per month		NA
NRC		NA
NRC - Disconnect		NA
Anonymous Call Rejection, per month		NA
NRC		NA
NRC - Disconnect		NA

BELLSOUTH/FRANKFORT PLANT BOARD RATES
NETWORK ELEMENTS AND OTHER SERVICES

DESCRIPTION	USOC	KY
Shared Call Appearances of a DN, per month		NA
NRC		NA
NRC - Disconnect		NA
Multiple Call Appearances, per month		NA
NRC		NA
NRC - Disconnect		NA
ISDN Bridged Call Exclusion, per month		NA
NRC		NA
NRC - Disconnect		NA
Call by Call Access, per month		NA
NRC		NA
NRC - Disconnect		NA
Privacy Release, per month		NA
NRC		NA
NRC - Disconnect		NA
Multi Appearance Directory Number Calls, per month		NA
NRC		NA
NRC - Disconnect		NA
Make Set Busy, per month		NA
NRC		NA
NRC - Disconnect		NA
Teen Service (Res. Dist. Alerting Service), per month		NA
NRC		NA
NRC - Disconnect		NA
Code Restriction and Diversion, per month		NA
NRC		NA
NRC - Disconnect		NA
Call Park, per month		NA
NRC		NA
NRC - Disconnect		NA
Automatic Line, per month		NA
NRC		NA
NRC - Disconnect		NA
ISDN Message Waiting Indication-Lamp, per month		NA
NRC		NA
NRC - Disconnect		NA
ISDN Feature Function Buttons		NA
NRC		NA
NRC - Disconnect		NA
Subsequent Ordering Charge - (per order, per line)		NA
NRC - Electronic - 1st		NA
NRC - Electronic - Add'l		NA
NRC - Manual - 1st		NA
NRC - Manual - Add'l		NA
NRC - Disconnect		NA
End Office Switching (Port Usage)		
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
Tandem Switching (Port Usage) (Local or Access Tandem)		
Tandem Switching Function per mou	N/A	\$0.001096
Tandem Interoffice Trunk Port - Shared per mou	N/A	NA
INTEROFFICE TRANSPORT		
Common (Shared) Transport		
Common (Shared) Transport per mile per mou	N/A	\$0.000049
Common (Shared) Transport Facilities Termination per mou	N/A	\$0.000426
Interoffice Transport - Dedicated - VG		
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
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS		
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
Interoffice Transport - Dedicated - DS1		
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
Interoffice Transport - Dedicated - DS3		
Interoffice Transport - Dedicated - DS3 - per mile per month	1L5XX	\$12.08
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
Local Channel - Dedicated		
Local Channel - Dedicated - 2-Wire VG		
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
Local Channel - Dedicated - 4-Wire VG		
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
Local Channel - Dedicated - DS1		
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
Local Channel - Dedicated - DS3		
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
DARK FIBER		
Per four fiber strands, per route mile or fraction thereof, per month		
NRC - Per each four-fiber dry fiber arrangement - 1st	UBNAX	\$64.64
NRC - Per each four-fiber dry fiber arrangement - Add'l	UBNAX	\$2,304.00
NRC - Per each four-fiber dry fiber arrangement - Add'l	UBNAX	\$740.93
SWA 8XX Toll Free Dialing Ten Digit Screening Service (7)		
8XX Access Ten Digit Screening (all types), per call (8)	N/A	NA
8XX Access Ten Digit Screening Svc. W/8XX No. Delivery		
per query	N/A	\$0.0010
for 8XX Numbers, with Optional Complex Features, per query	N/A	\$0.0011
8XX Access Ten Digit Screening Svc. W/POTS No. Delivery		
per query	N/A	\$0.0010
with Optional Complex Features, per query	N/A	\$0.0011
8XX Access Ten Digit Screening Svc. W/800 No. Delivery		
per message	N/A	NA
for 8XX Numbers, w/Optional Complex Features, per message	N/A	NA
8XX Access Ten Digit Screening Svc. W/POTS No. Delivery		
per message	N/A	NA
with Optional Complex Features, per message	N/A	NA
Reservation Charge per 8XX number reserved		
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
Per 8XX # Established w/o POTS (w/8XX No.) Translations		
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
Per 8XX # Established with POTS Translations		
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
Customized Area of Service per 8XX Number		
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
Multiple Inter LATA Carrier Routing per Carrier Requested per 8XX #		
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
Change Charge per request		
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
Call Handling and Destination Features		
NRC - 1st	N8FDX	\$6.97
NRC - Add'l	N8FDX	\$6.97
LINE INFORMATION DATABASE ACCESS (LIDB)		
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
CCS7 SIGNALING TRANSPORT SERVICE		
CCS7 Signaling Connection, per link (A link) per month		\$16.31
NRC		\$354.95
NRC - Disconnect		NA
NRC - Incremental Charge - Manual Service Order	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
CCS7 Signaling Connection, per link (B link) (also known as D link) per month		\$16.31
NRC		\$354.95
NRC - Disconnect		NA
NRC - Incremental Charge - Manual Service Order	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
CCS7 Signaling Termination, per STP port per month		\$174.08
CCS7 Signaling Usage, per ISUP message		\$0.000037893
(applicable when measurement and billing capability exists.)		
CCS7 Signaling Usage, per TCAP message		\$0.000102042
(applicable when measurement and billing capability exists.)		
CCS7 Signaling Usage Surrogate, per link per LATA per mo (8)		\$329.98
CCS7 Signaling Point Code, Establishment or Change, per STP affected		
NRC		\$62.00
OPERATOR CALL PROCESSING		
Operator Provided Call Handling per min - Using BST LIDB		\$1.6016
Call Completion Access Termination Charge per call attempt	N/A	NA
Operator Provided Call Handling per min - Using Foreign LIDB		\$1.6249
Call Completion Access Termination Charge per call attempt	N/A	NA
Operator Provided Call Handling, per call		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
INWARD OPERATOR SERVICES		
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	\$1.11

BELLSOUTH/FRANKFORT PLANT BOARD RATES
NETWORK ELEMENTS AND OTHER SERVICES

DESCRIPTION	USOC	KY
DIRECTORY ASSISTANCE SERVICES		
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
Directory Transport		
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
Directory Transport-Installation NRC, per trunk or signaling connection	N/A	
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
Directory Assistance Database Service (DADS)		
Directory Assistance Database Service charge per listing	N/A	\$0.0193
Directory Assistance Database Service, per month	DBSOF	\$120.76
Direct Access to Directory Assistance Service (DADAS)		
Direct Access to Directory Assistance Service, per month	DBSDS	\$7,235.01
Direct Access to Directory Assistance Service, per query	DBSDA	\$0.0052
Direct Access to Directory Assistance Service, svc estab charge	DBSDE	
NRC	DBSDE	\$1,186.94
NRC - Disconnect	DBSDE	NA
NRC - Incremental Charge Manual Service Order - 1st	SOMAN	NA
AIN		
AIN, per message	CAM	NA
AIN - BellSouth AIN SMS Access Service	CAM	
Service Establishment Charge, per state, initial set-up		
NRC	CAMSE	NA
NRC - Disconnect	CAMSE	NA
Port Connection - Dial/Shared Access		
NRC	CAMDP	NA
NRC - Disconnect	CAMDP	NA
Port Connection - ISDN Access		
NRC	CAM1P	NA
NRC - Disconnect	CAM1P	NA
User ID Codes - per User ID Code		
NRC	CAMAU	NA
NRC - Disconnect	CAMAU	NA
Security Card per User ID Code, initial or replacement		
NRC	CAMRC	NA
NRC - Disconnect	CAMRC	NA
Storage, per unit (100Kb)	N/A	NA
Session per minute	N/A	NA
C0. Performed Session, per minute	N/A	NA

BELLSOUTH/FRANKFORT PLANT BOARD RATES
NETWORK ELEMENTS AND OTHER SERVICES

DESCRIPTION	USOC	KY
AIN - BellSouth AIN Toolkit Service		
AIN, Service Creation Tools	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
Monthly Report - per AIN Toolkit Service Subscription	BAPMS	NA
NRC	BAPMS	NA
NRC - Disconnect	BAPMS	NA
Special Study - per AIN Toolkit Service Subscription	BAPLS	NA
NRC	BAPLS	NA
NRC - Disconnect	BAPLS	NA
Call Event Report - per AIN Toolkit Service Subscription	BAPDS	NA
NRC	BAPDS	NA
NRC - Disconnect	BAPDS	NA
Call Event special Study - per AIN Toolkit Service Subscription	BAPES	NA
NRC	BAPES	NA
NRC - Disconnect	BAPES	NA
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	N/A	\$595.00
* Volume and term arrangements are also available.		
SELECTIVE ROUTING		
Per Line or PBX Trunk, each		\$10.00 (Interim Rate)
NRC		NA
Customized routing per unique line class code, per request, per switch		
NRC	USRCR	\$229.65
NRC - Incremental Charge - Manual Service Order		NA
VIRTUAL COLLOCATION		
2-wire Cross-Connect		
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
4-wire Cross-Connect		
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
2-fiber Cross-Connect		
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
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.		
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 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 auditory 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 8 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
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 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
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)		
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.)		
INTEROFFICE TRANSPORT		
Common (Shared) Transport		
Common (Shared) Transport per mile per mou	N/A	\$0.0000049
Common (Shared) Transport Facilities Termination per mou	N/A	\$0.000426
Interoffice Transport - Dedicated - VG		
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
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS		
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
Interoffice Transport - Dedicated - DS1		
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
Interoffice Transport - Dedicated - DS3		
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
Local Channel - Dedicated		
Local Channel - Dedicated - 2-Wire VG		
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
Local Channel - Dedicated - 4-Wire VG		
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
Local Channel - Dedicated - DS1		
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
Local Channel - Dedicated - DS3		
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
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 4

Physical Collocation

BELLSOUTH PHYSICAL COLLOCATION

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

1. SCOPE OF ATTACHMENT

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

1.2 Right to occupy. Subject to Section 4 of this Attachment, BellSouth hereby grants to Frankfort a right to occupy that certain area designated by BellSouth within a BellSouth central office premises, of a size which is specified by Frankfort 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 may contemplate a request for space sufficient to accommodate Frankfort'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 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'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 shall use the Collocation Space for the purposes of installing, maintaining and operating Frankfort'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 may at its option, place Frankfort-owned fiber entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, Frankfort 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 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 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 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, 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 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) Tariff 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 and inform Frankfort of the time frame under which it can respond.

2.3 Denial of Application. After notifying Frankfort that BellSouth has no available space in the requested Central Office ("Denial of Application"), BellSouth will allow Frankfort, 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 U.S.C. § 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 as to its position on the list.

2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all central 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 website that contains a general notice where space has become available in a Central Office previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.

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 to collocate Frankfort'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 to have direct access to its equipment and facilities but may require Frankfort 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'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 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's equipment and facilities at Frankfort's option or if required by local building code. Frankfort 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 and Frankfort's BellSouth certified contractor must comply with local building code requirements. Frankfort'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 directly for all work performed for Frankfort pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. Frankfort 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's locked enclosure prior to notifying Frankfort.

3.2.1 BellSouth has the right to review Frankfort'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 to remove or correct at Frankfort's cost any structure that does not meet these standards.

3.3 Shared (Subleased) Caged Collocation. Frankfort may allow other telecommunications carriers to share Frankfort's caged collocation arrangement pursuant to terms and conditions agreed to by Frankfort ("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.

3.3.1 Frankfort 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 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'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 and in conformance with BellSouth's design and construction specifications. Further, Frankfort 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 elect such option, Frankfort 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 and Frankfort's contractor must comply with local building code requirements. Frankfort's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Frankfort's BellSouth Certified Vendor shall bill Frankfort directly for all work performed for Frankfort pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. Frankfort 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's locked enclosure prior to notifying Frankfort.

3.4.2 BellSouth maintains the right to review Frankfort'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, at Frankfort'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 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'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's equipment becomes operational as described in Article 4.2, following.

4.2 Occupancy. BellSouth will notify Frankfort in writing that the Collocation Space is ready for occupancy. Frankfort 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 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 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's right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to Frankfort with respect to said Collocation Space. Termination of Frankfort's rights to the Collocation Space pursuant to this paragraph shall not operate to release Frankfort 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'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 may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to BellSouth. Upon termination of such occupancy, Frankfort at its expense shall remove its equipment and other property from the Collocation Space. Frankfort shall have thirty (30) days

from the termination date to complete such removal, including the removal of all equipment and facilities of Frankfort's Guests; provided, however, that Frankfort shall continue payment of monthly fees to BellSouth until such date as Frankfort has fully vacated the Collocation Space. Should Frankfort 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 at Frankfort's expense and with no liability for damage or injury to Frankfort's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon expiration of this Attachment, Frankfort shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the Frankfort except for ordinary wear and tear. Frankfort 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 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 shall place a plaque or other identification affixed to Frankfort's equipment necessary to identify Frankfort's equipment, including a list of emergency contacts with telephone numbers.

5.2 Entrance Facilities. Frankfort may elect to place Frankfort-owned or Frankfort-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 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 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's equipment in the Collocation Space. In the event Frankfort utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Frankfort must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Frankfort is responsible for maintenance of the entrance facilities. At Frankfort'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 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'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 may utilize spare capacity on an existing Interconnector entrance facility for the purpose of providing an entrance facility to another Frankfort collocation arrangement within the same BellSouth Central Office. Frankfort must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to Frankfort-provided riser cable.

5.3 Splicing in the Entrance Manhole. Although not generally permitted, should Frankfort 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 by BellSouth, Frankfort 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'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 shall be responsible for providing, and Frankfort'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 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's option, a Point of Termination (POT) bay or frame may be placed in the Collocation Space.

5.5 Frankfort's Equipment and Facilities. Frankfort, or if required by this Attachment, Frankfort'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. 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 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 or through BellSouth facilities designated by Frankfort, at Frankfort's option. Such connections to other carriers may be made using either optical or electrical facilities. Frankfort 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 requests a co-Carrier cross-connect after the initial installation, Frankfort must submit an application with a Subsequent Application Fee. Frankfort must use a Certified Vendor to place the co-Carrier cross connect, except in cases where the Frankfort equipment and the equipment of the other Interconnector are located within contiguous collocation spaces. In cases where Frankfort's equipment and the equipment of the other Interconnector are located in contiguous collocation spaces, Frankfort 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 when access to the Collocation Space is required. Frankfort may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Frankfort will not bear any of the expense associated with this work.

5.8 Access. Pursuant to Section 11, Frankfort shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Frankfort 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 agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Frankfort employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Frankfort 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 shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Frankfort 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 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 violates the provisions of this paragraph, BellSouth shall give written notice to Frankfort, which notice shall direct Frankfort to cure the violation within forty-eight (48) hours of Frankfort'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 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's equipment. BellSouth will endeavor, but is not required, to provide notice to Frankfort prior to taking such action and shall have no liability to Frankfort 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 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 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 at any time. Any damage caused to the Collocation Space by Frankfort's employees, agents or representatives during the removal of such property shall be promptly repaired by Frankfort at its expense.

5.11 Alterations. In no case shall Frankfort or any person acting on behalf of Frankfort 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.

5.12 Janitorial Service. Frankfort 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 shall submit an application document when Frankfort or Frankfort'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 or Frankfort's Guest(s) initial equipment placement, Frankfort 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's Collocation Space(s) and an estimate of the amount of square footage required.

6.1.2 Subsequent Application Fee. In the event Frankfort or Frankfort's Guest(s) desire to modify the use of the Collocation Space, Frankfort 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 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 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. 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 within 30 calendar days following Frankfort'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 or differently configured, Frankfort 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 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 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's Application/Inquiry. If Frankfort 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's application as a result of changes requested by Frankfort to Frankfort's original application, then BellSouth will charge Frankfort 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 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'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's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to Frankfort.

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 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 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 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 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 and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by Frankfort. BellSouth will correct any deviations to Frankfort'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 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 must select separate BellSouth Certified Vendors for transmission equipment, switching equipment and power equipment. BellSouth shall provide Frankfort with a list of Certified Vendors upon request. The Certified Vendor(s) shall be responsible for installing Frankfort'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 upon successful completion of installation. The Certified Vendor shall bill Frankfort directly for all work performed for Frankfort 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 or any vendor proposed by Frankfort.

6.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. Frankfort shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Frankfort's Collocation Space. Upon request, BellSouth will provide Frankfort with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Frankfort. 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, 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's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by Frankfort 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 in an amount equal to Frankfort 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 F.C.C. Tariff No. 1. For the interconnection to BellSouth's network and access to BellSouth unbundled network elements, Frankfort may purchase 2-wire and 4-wire Cross-Connects as set forth in Exhibit A, and Frankfort 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 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, such information will be provided to Frankfort in BellSouth's written denial of physical collocation. To the extent that (i) physical collocation space becomes available to Frankfort within 180 days of BellSouth's written denial of Frankfort's request for physical collocation, and (ii) Frankfort was not informed in the written denial that physical collocation space would become available within such 180 days, then Frankfort 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 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 cancels its order for the Collocation Space(s), Frankfort 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 would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

6.11 Licenses. Frankfort, 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 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'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 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's equipment. When the Collocation Space is enclosed, Frankfort shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Frankfort shall pay floor space charges based upon the following floor space calculation: $[(\text{depth of the equipment lineup in which the rack is placed}) + (0.5 \times \text{maintenance aisle depth}) + (0.5 \times \text{wiring aisle depth})] \times (\text{width of rack and spacers})$. 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's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Frankfort 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 first occupies the Collocation Space, whichever is sooner.

7.5 Power. BellSouth shall supply -48 Volt (-48V) DC power for Frankfort's Collocation Space within the central office premises and shall make available AC power at Frankfort'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'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's certified vendor. When obtaining power from a BellSouth Power Board, power cables (A&B)

must be engineered (sized), and installed by Frankfort's certified power vendor. Frankfort'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's request to collocate in that Central Office ("Power Plant Construction"), Frankfort 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 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 shall pay BellSouth one-half of its prorata share of the estimated Power Plant Construction costs prior to commencement of the work. Frankfort 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 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 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's certified vendor. Frankfort'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 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 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. 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 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 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 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 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 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 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's property has

been removed from BellSouth's Central Office, whichever period is longer. If Frankfort fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Frankfort.

8.5 Frankfort 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 shall arrange for BellSouth to receive thirty (30) days advance notice of cancellation from Frankfort's insurance company. Frankfort 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. 19th Street, 18B3
Birmingham, Alabama 35203

8.6 Frankfort 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), 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's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Frankfort's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Frankfort adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Frankfort 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 will be permitted in the BellSouth Central Office. Frankfort 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 name. BellSouth reserves the right to remove from its premises any employee of Frankfort not possessing identification issued by Frankfort. Frankfort shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. Frankfort shall be solely responsible for ensuring that any Guest of Frankfort is in compliance with all subsections of this Section 11.

11.1.1 Frankfort will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Frankfort employee being considered for work on the BellSouth Central Office, for the states/counties where the Frankfort 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 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 shall not assign to the BellSouth Central Office any personnel with records of felony criminal convictions. Frankfort 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 personnel who have been identified to have misdemeanor criminal convictions.

11.1.4 For each Frankfort employee requiring access to a BellSouth Central Office pursuant to this agreement, Frankfort 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 will disclose the nature of the convictions to BellSouth at that time.

11.1.5 At BellSouth's request, Frankfort shall promptly remove from the BellSouth's premises any employee of Frankfort 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's employees, agents, or contractors. Frankfort and its contractors shall cooperate fully with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by or

involving Frankfort's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Frankfort for all costs associated with investigations involving its employees, agents, or contractors if it can be reasonably established that Frankfort's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Frankfort for BellSouth property which is stolen or damaged where an investigation determines the culpability of Frankfort's employees, agents, or contractors. Frankfort 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 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 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 Employees. Use of any BellSouth supplies by a Frankfort 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 as may be all associated investigative costs. At BellSouth's request, Frankfort shall promptly and permanently remove from BellSouth's Central Office any employee of Frankfort found to be in violation of this rule.

11.4 Use of Official Lines by Frankfort Employees. Except for local calls necessary in the performance of their work, Frankfort employees shall not use the telephones on BellSouth Central Office. Charges for unauthorized telephone calls made by a Frankfort's employees may be charged to Frankfort as may be all associated investigative costs. At BellSouth's request, Frankfort shall promptly and permanently remove from BellSouth's premises any employee of Frankfort 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'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'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, 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 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's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Frankfort. Where allowed and where practical, Frankfort may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Frankfort shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Frankfort's permitted use, until such Collocation Space is fully repaired and restored and Frankfort's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where Frankfort has placed an Adjacent Arrangement pursuant to section 3.4, Frankfort 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 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 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 RATES – ALABAMA
PHYSICAL COLLOCATION**

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	\$7,124.00 Disconnect Charge \$1.73
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		\$1675.00
	Cable Racking / Fiber Duct	Per arrangement, square foot		ICB
	Frame / Aisle Lighting	Per arrangement, square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure (Note 3) <i>Requested Prior to 6/1/99</i>			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	\$189.86	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$19.28	NA
PE1PJ	Floor Space	Per square foot	\$3.85	NA
PE1BD	Cable Installation	Per Cable	NA	\$2,335.00 Disconnect Charge \$54.39
PE1PM	Cable Support Structure	Per entrance cable	\$23.23	NA

**EXHIBIT A: BELLSOUTH/Frankfort RATES - ALABAMA
PHYSICAL COLLOCATION (cont.)**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1PL	Power			
	-48V DC Power	Per amp	\$7.14	ICB
	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
	277V AC Power three phase*	Per breaker amp	\$38.20	ICB
PE1P2 PE1P4 PE1P1 PE1P3 PE1F2 PE1F4	Cross Connects (Note 4)	Per Cross Connect		First / Additional
	2-wire		\$.28	\$30.76 / \$29.40
	4-wire		\$.56	\$31.01 / \$29.58
	DS-1		\$2.14	\$60.81 / \$41.71
	DS-3		\$38.63	\$57.80 / \$39.81
	2-fiber		\$10.44	\$73.00 / \$52.00
	4-fiber		\$18.76	\$88.00 / \$67.00
				Disconnect Charges
				First / Additional
				\$12.75 / \$11.38
			\$12.82 / \$11.39	
			\$12.85 / \$11.50	
			\$14.93 / \$11.76	
PE1ES Fiber PE1DS Copper	Co-Carrier Cross-Connect (Note 5)			
	Fiber Arrangement	Cable Support Structure, per linear foot (existing)	\$0.06	NA
	Copper or Coaxial	Cable Support Structure (new)	\$0.03	NA
			NA	ICB
PE1A1	Security Access System			
	Security system*	Per Central Office	\$52.00	
	New Access Card Activation*	Per Card		\$55.00
	Administrative change, existing card*	Per Card		\$35.00
	Replace lost or stolen card*	Per Card		\$250.00
	Space Availability Report*	Per Central Office Requested		\$550.00

**EXHIBIT A: BELLSOUTH/Frankfort RATES - ALABAMA
PHYSICAL COLLOCATION (cont.)**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		\$0.08	NA
PE1PF	4 Wire Cross-Connect		\$0.17	NA
PE1PG	DS1 Cross-Connect		\$0.69	NA
PE1PH	DS3 Cross-Connect		\$4.74	NA
PE1B2	2 Fiber Cross-Connect		\$25.89	NA
PE1B4	4 Fiber Cross-Connect		\$34.91	NA
AEH	Additional Engineering Fee (Note 6)	Per request, First half hour/Add'l Half hour		First / Additional Basic Time - \$31.00 / \$22.00 Overtime - \$37.00 / \$26.00
PE1BT	Security Escort Basic Time	Per 1/2 hour/Additional	NA	\$43.47/\$25.82
PE1OT	Overtime	hour/Additional	NA	\$55.25/\$32.79
PE1PT	Premium Time	Half-hour	NA	\$67.03/\$39.76

**EXHIBIT A: BELLSOUTH/Frankfort RATES - ALABAMA
PHYSICAL COLLOCATION (cont.)**

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 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 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Frankfort as prescribed in Section 7 of the Collocation Attachment.
- (3) **Space Enclosure:** For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring 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 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 for the space enclosure, and this fee shall not be applicable.
- (4) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	First / Additional	Disconnect Charges First / Additional
2-wire	\$34.03 / \$32.67	\$14.48 / \$13.11
4-wire	\$34.28 / \$32.85	\$14.55 / \$13.12
DS-1	\$64.08 / \$44.98	\$14.58 / \$13.23
DS-3	\$61.07 / \$43.08	\$16.66 / \$13.49

- (5) **Co-Carrier Cross-Connect:** As stated in Section 1.2 of the Collocation Attachment, Frankfort 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.
- (6) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Frankfort-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, Frankfort agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

**EXHIBIT A: BELLSOUTH/Frankfort RATES - FLORIDA
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	\$15.53	\$3,248.00
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		\$1675.00
	Cable Racking / Fiber Duct	Per arrangement, square foot		ICB
	Frame / Aisle Lighting	Per arrangement, square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure (Note 3) <i>Requested Prior to 6/1/99</i>			
PE1BW	Wire Cage	Per first 100 sq. Ft.	\$41.99	NA
PE1BC	Gypsum Board Cage	Per first 100 sq. Ft.	\$84.10	NA
PE1BF	Fire Rated Cage	Per first 100 sq. Ft.	\$99.73	NA
PE1CW	Wire Cage	Per add'l 50 sq. Ft.	\$4.14	NA
PE1CC	Gypsum Board Cage	Per add'l 50 sq. Ft.	\$9.35	NA
PE1CF	Fire Rated Cage	Per add'l 50 sq. Ft.	\$11.30	NA
PE1PJ	Floor Space	Per sq. Ft.	\$4.25	NA
PE1BD	Cable Installation	Per Cable	\$2.77	\$1,056.00
PE1PM	Cable Support Structure		\$22.94	NA

**EXHIBIT A: BELLSOUTH/Frankfort RATES - FLORIDA
PHYSICAL COLLOCATION (cont.)**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1PL	Power			
	-48V DC Power	Per amp	\$7.14	ICB
	120V AC Power single phase *	Per breaker amp	\$5.50	ICB
	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
	277V AC Power three phase*	Per breaker amp	\$38.20	ICB
	Cross Connects (Note 4)	Per Cross Connect		
PE12C	2-wire		\$.0524	\$11.57
PE14C	4-wire		\$.0524	\$11.57
PE11S	DS-1/DCS		\$8.085	\$69.64
PE11X	DS-1/DSX		\$.4110	\$69.64
PE13S	DS-3/DCS		\$56.97	\$528.00
PE13X	DS-3/DSX		\$10.06	\$528.00
PE1F2	Optical Cross Connects		\$6.46	\$2,431.00
	Co-Carrier Cross-Connect (Note 5)			
PE1ES	Fiber Cable Support Structure, existing	Per linear foot	\$0.06	NA
PE1DS	Copper or Coaxial Cable Support Structure, existing	Per linear foot	\$0.03	NA
(TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB
PE1A2	Security Access System Security System*	Per Central Office	\$95.00	
	New Access Card Activation*	Per request-5 cards	NA	\$85.12
	Administrative change, existing card*	Per Card		\$35.00
	Replace lost or stolen card*	Per Card		\$250.00
	Space Availability Report *	Per Central Office Requested		\$550.00
	POT Bay (Note 6)		NA	NA

**EXHIBIT A: BELLSOUTH/Frankfort RATES - FLORIDA
PHYSICAL COLLOCATION (cont.)**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
AEH	Additional Engineering Fee (Note 7)	Per request, First half hour/Add'l half hour		First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00
	Security Escort			
	Basic Time	Per ¼ hour	NA	\$10.89
	Overtime	Per ¼ hour	NA	\$13.64
	Premium Time	Per ¼ hour	NA	\$16.40

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 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 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. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and type of arrangement requested.
- (3) **Space Enclosure Fee:** For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring 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 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 for the space enclosure, and this fee shall not be applicable.
- (4) **Cross Connects:** Rates shown are the equivalent per cross connect rates based on the Florida PSC Ordered rates as follows:

<u>Cross Connects</u>	<u>Per Cross Connect</u>	<u>RC</u>	<u>NRC</u>
2-wire	Per 100 X-Connects	\$5.24	\$1,157.00
4-wire	Per 100 X-Connects	\$5.24	\$1,157.00
DS-1/DCS	Per 28 X-Connects	\$226.39	\$1,950.00
DS-1/DSX	Per 28 X-Connects	\$11.51	\$1,950.00
DS-3/DCS	Per Cross Connect	\$56.97	\$ 528.00
DS-3/DSX	Per Cross Connect	\$10.06	\$528.00
Optical Cross Connects	Per Cross Connect	\$6.46	\$2,431.00

EXHIBIT A: BELLSOUTH/Frankfort RATES - FLORIDA
PHYSICAL COLLOCATION (cont.)

- (5) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, Frankfort 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 direct 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 direct connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (6) **POT Bays:** BellSouth's Florida specific rates were established in the Florida Public Service Commission Docket No. 960833. The Commission did not set permanent rates for POT Bays, given the assumption by the parties to the Proceeding that they will always provide their own POT Bays. It will be necessary for Frankfort to provide its own POT Bays per BellSouth specifications and provide the necessary information from which BellSouth can inventory.
- (7) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Frankfort-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, Frankfort agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

**EXHIBIT A: BELLSOUTH/Frankfort RATES - GEORGIA
PHYSICAL COLLOCATION**

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	\$3,850.00
PE1CA	Subsequent Application Fee (Note 1)	Per Request	NA	\$1600.00 Minimum
PE1BB	Space Preparation Fee (Note 2)	Per square foot	NA	\$100.00
PE1BW PE1CW	Space Enclosure (Note 3) Cages Prior to 6/1/99 Welded Wire-mesh Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$170.64 \$17.33	NA NA
PE1PJ PE1PK	Floor Space Zone A Zone B	Per square foot Per square foot	\$7.50 \$6.75	NA NA
PE1BD	Cable Installation	Per Cable	NA	\$2,750.00
PE1PM	Cable Support Structure	Per entrance cable	\$13.35	NA
PE1PL	Power -48V DC Power 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277V AC Power three phase*	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$7.14 \$5.50 \$11.00 \$16.50 \$38.20	ICB ICB ICB ICB ICB
PE1P2 PE1P4 PE1P1 PE1P3 PE1F2 PE1F4	Cross Connects 2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber	Per Cross Connect	\$.30 \$.50 \$8.00 \$72.00 \$10.29 \$18.50	First / Additional \$12.60 / \$12.60 \$12.60 / \$12.60 \$155.00 / \$27.00 \$155.00 / \$27.00 \$73.00 / \$52.00 \$88.00 / \$67.00

**EXHIBIT A: BELLSOUTH/Frankfort RATES - GEORGIA
PHYSICAL COLLOCATION (cont.)**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1ES	Co-Carrier Cross-Connect (Note 4) Fiber Cable Support Structure, existing	Per linear foot	\$0.06	NA
PE1DS	Copper or Coaxial Cable Support Structure, existing	Per linear foot	\$0.03	NA
(TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB
PE1A1	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 Per Card	\$52.00	 \$55.00 \$35.00 \$250.00
	Space Availability Report*	Per Central Office Requested		\$550.00
PE1PE	POT Bay Arrangements Prior to 6/1/99 2 Wire Cross-Connect	Per Cross Connect	\$0.40	NA
PE1PF	4 Wire Cross-Connect		\$1.20	NA
PE1PG	DS1 Cross-Connect		\$1.20	NA
PE1PH	DS3 Cross-Connect		\$8.00	NA
PE1B2	2 Fiber Cross-Connect		\$25.53	NA
PE1B4	4 Fiber Cross-Connect		\$34.43	NA
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
PE1BT	Security Escort Basic Time	Per 1/2 hour/Additional	NA	\$41.00/\$25.00
PE1OT	Overtime	Half-hour	NA	\$48.00/\$30.00
PE1PT	Premium Time		NA	\$55.00/\$35.00

EXHIBIT A: BELLSOUTH/Frankfort RATES - GEORGIA
PHYSICAL COLLOCATION (cont.)

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 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 a portion of 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. This is a set fee of \$100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. In the event Frankfort opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Frankfort 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 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 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 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-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, Frankfort agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

**EXHIBIT A: BELLSOUTH/Frankfort 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 Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$201.02 \$20.42	NA 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
	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
	277V AC Power three phase*	Per breaker amp	\$38.20	ICB

**EXHIBIT A: BELLSOUTH/Frankfort 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
	Co-Carrier Cross-Connect (Note 5)			
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	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 Per Card	\$52.00	\$55.00 \$35.00 \$250.00
TBD	Space Availability Report	Per Central Office Requested	NA	\$550.00
PE1PE PE1PF PE1PG PE1PH PE1B2 PE1B4	POT Bay Arrangements Prior to 6/1/99 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 ½ hour/Additional Half-hour	NA NA NA	\$56.09/\$31.99 \$67.75/\$39.00 \$79.41/\$46.01

**EXHIBIT A: BELLSOUTH/Frankfort 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 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 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Frankfort 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 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 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 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-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, Frankfort agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

**EXHIBIT A: BELLSOUTH/Frankfort RATES – LOUISIANA
PHYSICAL COLLOCATION**

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	\$4,910.00
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 Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$197.55 \$20.07	NA NA
PE1PJ	Floor Space	Per square foot	\$4.01	NA
PE1BD	Cable Installation	Per Cable	NA	\$1,706.00 Disconnect charge \$36.00
PE1PM	Cable Support Structure	Per entrance cable	\$24.05	NA
PE1PL	Power			
	-48V DC Power	Per amp	\$7.15	ICB
	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
	277V AC Power three phase*	Per breaker amp	\$38.20	ICB

**EXHIBIT A: BELLSOUTH/Frankfort RATES - LOUISIANA
PHYSICAL COLLOCATION (cont.)**

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)
	Cross Connects (Note 4)	Per Cross Connect		First / Additional
PE1P2	2-wire		\$.26	\$23.04/\$22.11
PE1P4	4-wire		\$.52	\$23.23/\$22.24
PE1P1	DS-1		\$2.03	\$43.61/\$30.60
PE1P3	DS-3		\$36.27	\$41.46/\$29.20
PE1F2	2-fiber		\$10.20	\$73.00/\$52.00
PE1F4	4-fiber		\$18.34	\$88.00/\$67.00
				Disconnect charges
				First / Additional
	2-wire			\$9.48/\$8.54
	4-wire			\$9.53/\$8.55
	DS-1			\$9.56/\$8.63
	DS-3			\$11.06/\$8.86
	Co-Carrier Cross-Connect (Note 5)			
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	Security Access System	Per Central Office	\$52.00	
	Security system*	Per Card		\$55.00
	New Access Card Activation*	Per Card		\$35.00
	Administrative change, existing card*	Per Card		\$250.00
	Replace lost or stolen card	Per Card		
TBD	Space Availability Report*	Per Central Office Requested		\$550.00

**EXHIBIT A: BELLSOUTH/Frankfort RATES - LOUISIANA
PHYSICAL COLLOCATION (cont.)**

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)
	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		\$0.0776	NA
PE1PF	4 Wire Cross-Connect		\$0.1552	NA
PE1PG	DS1 Cross-Connect		\$0.6406	NA
PE1PH	DS3 Cross-Connect		\$4.75	NA
PE1B2	2 Fiber Cross-Connect		\$25.30	NA
PE1B4	4 Fiber Cross-Connect		\$34.12	NA
	Security Escort			
PE1BT	Basic Time	Per 1/2	NA	\$32.35/\$19.95
PE1OT	Overtime	hour/Additional	NA	\$40.50/\$25.00
PE1PT	Premium Time	Half-hour	NA	\$48.66/\$30.05
AEH	Additional Engineering Fee (Note 6)	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 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 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Frankfort as prescribed in Section 7 of the Collocation Attachment.

EXHIBIT A: BELLSOUTH/Frankfort RATES - LOUISIANA
PHYSICAL COLLOCATION (cont.)

(3) **Space Enclosure Fee:** For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring 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 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 for the space enclosure, and this fee shall not be applicable.

(4) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

		Disconnect Charges
	First / Additional	First / Additional
2-wire	\$24.92/\$23.99	\$10.56/\$9.62
4-wire	\$25.11/\$24.12	\$10.61/\$9.63
DS-1	\$45.49/\$32.48	\$10.64/\$9.71
DS-3	\$43.34/\$31.08	\$12.14/\$9.94

(5) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, Frankfort 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.

(6) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Frankfort-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, Frankfort agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

**EXHIBIT A: BELL SOUTH/Frankfort RATES – MISSISSIPPI
PHYSICAL COLLOCATION**

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	\$6,993.00 Disconnect charge \$1.70
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 Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$205.08 \$20.83	NA NA
PE1PJ	Floor Space	Per square foot	\$3.45	Disconnect charge \$53.24
PE1BD	Cable Installation	Per Cable	NA	\$2,419.00
PE1PM	Cable Support Structure	Per entrance cable	\$22.90	NA
PE1PL	Power			
	-48V DC Power	Per amp	\$6.93	ICB
	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
	277V AC Power three phase*	Per breaker amp	\$38.20	ICB

**EXHIBIT A: BELLSOUTH/Frankfort RATES - MISSISSIPPI
PHYSICAL COLLOCATION (cont.)**

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)
PE1P2 PE1P4 PE1P1 PE1P3 PE1F2 PE1F4	Cross Connects (Note 4) 2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber	Per Cross Connect	\$.3996 \$.7992 \$2.90 \$53.31 \$15.82 \$28.43	First / Additional \$30.93/\$29.59 \$31.17/\$29.77 \$60.42/\$41.68 \$57.45/\$39.81 \$73.00/\$52.00 \$88.00/\$67.00
	2-wire 4-wire DS-1 DS-3			Disconnect Charges First / Additional \$12.76/\$11.43 \$12.83/\$11.43 \$12.87/\$11.54 \$14.92/\$11.80
	Co-Carrier Cross-Connect (Note 5)			
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	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 Per Card	\$52.00	\$55.00 \$35.00 \$250.00
TBD	Space Availability Report*	Per Central Office Requested		\$550.00

**EXHIBIT A: BELLSOUTH/Frankfort RATES - MISSISSIPPI
PHYSICAL COLLOCATION (cont.)**

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)
	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		\$0.1195	NA
PE1PF	4 Wire Cross-Connect		\$0.2389	NA
PE1PG	DS1 Cross-Connect		\$0.9862	NA
PE1PH	DS3 Cross-Connect		\$5.81	NA
PE1B2	2 Fiber Cross-Connect		\$39.23	NA
PE1B4	4 Fiber Cross-Connect		\$52.91	NA
AEH	Additional Engineering Fee (Note 6)	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00
	Security Escort			
PE1BT	Basic Time	Per 1/2	NA	\$42.87/\$25.54
PE1OT	Overtime	hour/Additional	NA	\$54.43/\$32.41
PE1PT	Premium Time	Half-hour	NA	\$65.99/\$39.28

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 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 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Frankfort as prescribed in Section 7 of the Collocation Attachment.

EXHIBIT A: BELLSOUTH/Frankfort RATES - MISSISSIPPI
PHYSICAL COLLOCATION (cont.)

- (3) **Space Enclosure Fee:** For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring 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 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 for the space enclosure, and this fee shall not be applicable.
- (4) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	First / Additional	Disconnect Charges First / Additional
2-wire	\$33.58 / \$32.24	\$14.27 / \$12.94
4-wire	\$33.82 / \$32.42	\$14.34 / \$12.94
DS-1	\$63.07 / \$44.33	\$14.38 / \$13.05
DS-3	\$60.10 / \$42.46	\$16.43 / \$13.31

- (5) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, Frankfort 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.
- (6) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Frankfort-requested modifications to requests in progress or augmentations for existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, Frankfort agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/Frankfort RATES – NORTH CAROLINA*
PHYSICAL COLLOCATION

*Rates are interim and subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	\$3,850.00
PE1CA	Subsequent Application Fee (Note 1)	Per Request	NA	\$1,600.00 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.	\$146.80	NA
	Welded Wire-mesh	Per add'l 50 sq. ft.	\$14.91	NA
PE1PJ	Floor Space	Per square foot	\$7.50	NA
PE1BD	Cable Installation	Per Cable	NA	\$2,750.00
PE1PM	Cable Support Structure	Per entrance cable	\$13.35	NA
PE1PL	Power			
	-48V DC Power	Per amp	\$5.00	ICB
	120V AC Power single phase	Per breaker amp	\$5.50	ICB
	240V AC Power single phase	Per breaker amp	\$11.00	ICB
	120V AC Power three phase	Per breaker amp	\$16.50	ICB
	277V AC Power three phase	Per breaker amp	\$38.20	ICB

EXHIBIT A: BELLSOUTH/Frankfort RATES – NORTH CAROLINA*
PHYSICAL COLLOCATION (cont.)

*Rates are interim and subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1P2	Cross Connects 2-wire	Per Cross Connect	\$.30	First / Additional \$19.20/\$19.20
PE1P4	4-wire		\$.50	\$19.20/\$19.20
PE1P1	DS-1		\$8.00	\$155.00/\$27.00
PE1P3	DS-3		\$72.00	\$155.00/\$27.00
PE1F2	2-fiber		\$15.90	\$73.00/\$52.00
PE1F4	4-fiber		\$28.50	\$88.00/\$67.00
	Co-Carrier Cross-Connect (Note 4)			
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	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 Per Card	\$52.00	\$55.00 \$35.00 \$250.00
TBD	Space Availability Report	Per Central Office Requested		\$550.00
	POT Bay Arrangements Prior to 6/1/99	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		\$0.40	NA
PE1PF	4 Wire Cross-Connect		\$1.20	NA
PE1PG	DS1 Cross-Connect		\$1.20	NA
PE1PH	DS3 Cross-Connect		\$8.00	NA
PE1B2	2 Fiber Cross-Connect		\$39.30	NA
PE1B4	4 Fiber Cross-Connect		\$53.00	NA
PE1BT PE1OT PE1PT	Security Escort Basic Time Overtime Premium Time	Per 1/2 hour/Additional Half-hour	NA NA NA	\$41.00/\$25.00 \$48.00/\$30.00 \$55.00/\$35.00

**EXHIBIT A: BELLSOUTH/Frankfort RATES – NORTH CAROLINA
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 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 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Frankfort 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 monthly recurring 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 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 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 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-requested modifications to requests in progress or augmentations for existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, Frankfort agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

**EXHIBIT A: BELLSOUTH/Frankfort RATES – SOUTH CAROLINA
PHYSICAL COLLOCATION**

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	\$4,850.00
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			ICB
PE1BW PE1CW	Space Enclosure (Note 3) Prior to 6/1/99 Welded Wire-mesh Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$224.60 \$22.81	NA NA
PE1PJ	Floor Space	Per square foot	\$3.90	NA
PE1BD	Cable Installation	Per Cable	NA	\$2,217.00
PE1PM	Cable Support Structure	Per entrance cable	\$24.55	NA
PE1PL	Power			
	-48V DC Power	Per amp	\$7.09	ICB
	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
	277V AC Power three phase*	Per breaker amp	\$38.20	ICB

**EXHIBIT A: BELLSOUTH/Frankfort RATES – SOUTH CAROLINA
PHYSICAL COLLOCATION (cont.)**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1P2 PE1P4 PE1P1 PE1P3 PE1F2 PE1F4	Cross Connects (Note 4) 2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber	Per Cross Connect Per Cross Connect Per Cross Connect Per Cross Connect Per Cross Connect Per Cross Connect	\$.3648 \$.7297 \$2.70 \$49.24 \$13.75 \$24.71	First / Additional \$41.50/\$38.94 \$41.56/\$38.90 \$70.79/\$50.78 \$69.60/\$49.14 \$73.00/\$52.00 \$88.00/\$67.00
PE1ES Fiber PE1DS Copper TBD	Co-Carrier Cross-Connect (Note 5) Fiber Arrangement Cable Support Structure Copper or Coaxial Arrangement Cable Support Structure Construction	Per linear foot (existing) Per linear foot (existing) Per new construction	 \$0.06 \$0.03 NA	 NA NA ICB
PE1A1	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 Per Card	\$52.00	 \$55.00 \$35.00 \$250.00
TBD	Space Availability Report*	Per Central Office Requested		\$550.00
PE1PE PE1PF PE1PG PE1PH PE1B2 PE1B4	POT Bay Arrangements Prior to 6/1/99 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	 \$.1091 \$.2181 \$.9004 \$5.64 \$34.09 \$45.97	 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	\$43.00/\$25.57 \$54.62/\$32.46 \$66.24/\$39.35

**EXHIBIT A: BELLSOUTH/Frankfort RATES – SOUTH CAROLINA
PHYSICAL COLLOCATION (cont.)**

AEH	Additional Engineering Fee (Note 6)	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 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 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Frankfort 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 monthly recurring 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 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 for the space enclosure, and this fee shall not be applicable.
- (4) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	<u>First / Additional</u>
2-wire	\$46.66 / \$44.10
4-wire	\$46.68 / \$44.02
DS-1	\$75.88 / \$55.87
DS-3	\$74.69 / \$54.23

- (5) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, Frankfort 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.

**EXHIBIT A: BELLSOUTH/Frankfort RATES – SOUTH CAROLINA
PHYSICAL COLLOCATION (cont.)**

- (6) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Frankfort-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, Frankfort agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELL SOUTH/Frankfort RATES – TENNESSEE*
PHYSICAL COLLOCATION

*All Rates are interim and subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	\$3,850.00
PE1CA	Subsequent Application Fee (Note 1)	Per Request	NA	\$1,600.00 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) <i>Prior to 6/1/99</i> Welded Wire-mesh Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$190.79 \$19.38	NA NA
PE1PJ	Floor Space	Per square foot	\$7.50	NA
PE1BD	Cable Installation	Per Cable	NA	\$2,750.00
PE1PM	Cable Support Structure	Per entrance cable	\$13.35	NA
PE1PL	Power			
	-48V DC Power	Per amp	\$5.00	ICB
	120V AC Power single phase	Per breaker amp	\$5.50	ICB
	240V AC Power single phase	Per breaker amp	\$11.00	ICB
	120V AC Power three phase	Per breaker amp	\$16.50	ICB
	277V AC Power three phase	Per breaker amp	\$38.20	ICB

EXHIBIT A: BELLSOUTH/Frankfort RATES – TENNESSEE*
PHYSICAL COLLOCATION (cont.)

*Rates are interim and subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1P2	Cross Connects 2-wire	Per Cross Connect	\$.30	First / Additional \$19.20/\$19.20
PE1P4	4-wire		\$.50	\$19.20/\$19.20
PE1P1	DS-1		\$8.00	\$155.00/\$27.00
PE1P3	DS-3		\$72.00	\$155.00/\$27.00
PE1F2	2-fiber		\$15.90	\$73.00/\$52.00
PE1F4	4-fiber		\$28.50	\$88.00/\$67.00
	Co-Carrier Cross-Connect (Note 4)			
PE1ES Fiber	Fiber cable support structure, existing	Per linear foot	\$0.06	NA
PE1DS Copper	Copper or Coaxial cable support structure, existing	Per linear foot	\$0.03	NA
TBD	Cable Support Structure Construction (new)	Per new construction	NA	ICB
PE1A1	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 Per Card	\$52.00	\$55.00 \$35.00 \$250.00
TBD	Space Availability Report	Per Central Office Requested		\$550.00
	POT Bay Arrangements Prior to 6/1/99			
PE1PE	2 Wire Cross-Connect	Per Cross Connect	\$0.40	NA
PE1PF	4 Wire Cross-Connect	Per Cross Connect	\$1.20	NA
PE1PG	DS1 Cross-Connect	Per Cross Connect	\$1.20	NA
PE1PH	DS3 Cross-Connect	Per Cross Connect	\$8.00	NA
PE1B2	2 Fiber Cross-Connect	Per Cross Connect	\$39.30	NA
PE1B4	4 Fiber Cross-Connect	Per Cross Connect	\$53.00	NA

EXHIBIT A: BELLSOUTH/Frankfort RATES – TENNESSEE*
PHYSICAL COLLOCATION (cont.)

*Rates are interim and subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BT PE1OT PE1PT	Security Escort Basic Time Overtime Premium Time	Per 1/2 hour/Additional Half-hour	NA NA NA	\$41.00/\$25.00 \$48.00/\$30.00 \$55.00/\$35.00
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 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 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Frankfort 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 monthly recurring 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 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 for the space enclosure, and this fee shall not be applicable.

EXHIBIT A: BELLSOUTH/Frankfort RATES – TENNESSEE*
PHYSICAL COLLOCATION (cont.)

- (4) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, Frankfort 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-requested modifications to requests in progress or augmentations for existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, Frankfort 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 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 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 should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Frankfort 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 will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Frankfort space with proper notification. BellSouth reserves the right to stop any Frankfort 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 are owned by Frankfort. Frankfort 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 or different hazardous materials used by Frankfort at BellSouth Facility. Frankfort 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 to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and Frankfort 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 will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Frankfort must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and Frankfort 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 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 further agrees to cooperate with BellSouth to ensure that Frankfort'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, 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	Protection of BST employees and equipment	Std T&C 450 GU-BTEN-001BT, Chapter 10 29CFR 1910.147

Other maintenance work		29CFR 1910 Subpart O
Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All HazMat & Waste Asbestos notification protection of BST employees and equipment</p>	<p>P&SM Manager - Procurement GU-BTEN-001BT, Chapter 4, GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)</p>
Manhole cleaning	<p>Pollution liability insurance</p> <p>Manhole entry requirements</p> <p>EVET approval of contractor</p>	<p>Std T&C 450 Std T&C 660-3 BSP 620-145-011PR Issue A, August 1996 GU-BTEN-001BT, Chapter 10 RL9706008BT</p>
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

3. **DEFINITIONS**

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

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

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

4. **ACRONYMS**

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 Lockheed Martin 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 a 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:

OPERATIONAL SUPPORT SYSTEMS		KY
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces		\$3.50
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
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.

Attachment 6

Ordering and Provisioning

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 includes 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.

- 2.5 Migration of Frankfort Plant Board to New BellSouth Software Releases for National 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 new national 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 Tariff, 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.** 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 1.7, 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, 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 General Subscriber Services Tariff 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 (CMD5) 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 General Subscribers Services Tariff for purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; 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 Carrier Access Billing System (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 Carrier Access Billing System (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 The Frankfort Plant Board shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.

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 the Optional Daily Usage File. 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 the Optional Daily Usage File. 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 (Optional Daily Usage File). 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 the Access Daily Usage File. 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 the EODUF.

7.3 The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

Charges for delivery of the 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 Optional Daily Usage File (ODUF) feed. The 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/EDUF/ADUF/CMD5

DESCRIPTION	USOC	KY
ODUF/EDUF/ADUF/CMD5	N/A	
ODUF: Recording, per message	N/A	\$0.0003611
EDUF: 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
ADUF: Message Processing, per message	N/A	\$0.004
ADUF: Message Processing, per message	N/A	\$0.004
ADUF: Message Processing, per magnetic tape provisioned	N/A	\$5.08
EDUF: Message Processing, per magnetic tape provisioned	N/A	\$47.30
ADUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$4.95
ODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.000395
EDUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.000364
ADUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.001
CMD5: 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

TABLE OF CONTENTS

Pre-Ordering - OSS 3

Ordering..... 6

Provisioning 18

Maintenance & Repair 32

Billing 45

Operator Services And Directory Assistance 51

E911..... 55

Trunk Group Performance..... 58

Collocation 60

Appendix A: Reporting Scope* 63

Appendix B: Glossary Of Acronyms And Terms..... 65

Appendix C: Bellsouth's Audit Policy 70

PRE-ORDERING - OSS

Report/Measurement :	
Average OSS Response Time and Response Interval	
Definition:	
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).	
Exclusions:	
None	
Business Rules:	
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.	
Level of Disaggregation:	
RSAG – Address (Regional Street Address Guide- Address) - stores street address information used to validate customer addresses RSAG – TN (Regional Street Address Guide- Telephone Number) – contains information about facilities available and telephone numbers working at a given address. 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. COFFI (Central Office Feature File Interface) - stores information about product and service offerings and availability. DSAP (DOE Support Application) – provides due date information. 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/SIMS (Product/Services Inventory Management System) – provides information on capacity, tariffs, inventory and service availability. OASIS (Obtain Available Services Information Systems) - Information on feature and rate availability.	
Calculation:	
$\Sigma[(\text{Date \& Time of Legacy Response}) - (\text{Date \& Time of Request to Legacy})] / (\text{Number of Legacy Requests During the Reporting Period}) \times 100$	
Report Structure:	
Not CLEC Specific Not product/service specific Regional Level	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
Report Month	Report Month
Legacy Contract (per reporting dimension)	Legacy Contract (per reporting dimension)
Response Interval	Response Interval
Regional Scope	Regional Scope
Retail Analog/Benchmark	
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

Report/Measurement:	
OSS Interface Availability	
Definition:	
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	
Exclusions:	
None	
Business Rules:	
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.	
Level of Disaggregation:	
Regional Level	
Calculation:	
$(\text{Functional Availability}) / (\text{Scheduled Availability}) \times 100$	
Report Structure:	
Not CLEC Specific Not product/service specific Regional Level	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
Report Month	Report Month
Legacy contract type (per reporting dimension)	Legacy contract type (per reporting dimension)
Regional Scope	Regional Scope
Retail Analog/Benchmark:	
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

Report/Measurement:
Percent Flow Through Service Requests (Summary)
Definition:
The percentage of Local Service Requests (LSR) submitted electronically via the CLEC mechanized ordering process that flow through to SOCS without manual intervention
Exclusions:
Fatal Rejects Auto Clarification Manual Fallout CLEC System Fallout Supplements (subsequent versions) to cancel LSRs that are not LESOG eligible (Under development)
Business Rules:
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.
Definitions:
Fatal Rejects: 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.
Auto-Clarification: 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.
Manual Fallout: 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.
Total System Fallout: 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

Report/Measurement:
Percent Flow Through Service Requests (Detail)
Definition:
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.
Exclusions:
<ul style="list-style-type: none"> • Fatal Rejects • Auto Clarification • Manual Fallout • CLEC System Fallout • Supplements (subsequent versions) to cancel LSRs that are not LESOG eligible (Under development)
Business Rules:
<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>Definitions:</p> <p>Fatal Rejects: 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>Auto-Clarification: 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>Manual Fallout: 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"> 1. Complex services* 2. Expedites (requested by the CLEC) 3. Special pricing plans 4. Denials-restore and conversion, or disconnect and conversion orders 5. Partial migrations 6. Class of service invalid in certain states with some types of service 7. New telephone number not yet posted to BOCRIS 8. Low volume such as activity type "T" (move) 9. Pending order review required 10. More than 25 business lines 11. Restore or suspend for UNE combos 12. Transfer of calls option for the CLEC's end users 13. CSR inaccuracies such as invalid or missing CSR data in CRIS <p>*Attached is a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.</p> <p>Total System Fallout: 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>Calculation: 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>Description: 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>Report Structure:</p> <ul style="list-style-type: none"> • 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"> ➢ CLEC (by alias designation) ➢ Number of fatal rejects ➢ Mechanized interface used ➢ Total mechanized LSRs ➢ Total manual fallout ➢ Number of auto clarifications returned to CLEC ➢ Number of validated LSRs ➢ Number of BST caused fallout ➢ Number of CLEC caused fallout ➢ Number of Service Orders Issued ➢ Base calculation ➢ CLEC error excluded calculation 	
<p>Level of Disaggregation:</p> <ul style="list-style-type: none"> • CLEC Specific (by alias designation to protect CLEC specific proprietary data) • Geographic: <ul style="list-style-type: none"> ➢ Region • Product (Under development) <ul style="list-style-type: none"> ➢ Residence ➢ Business ➢ UNE ➢ Special 	
<p><u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u></p>	<p><u>DATA RETAINED RELATING TO BST EXPERIENCE</u></p>
<p><u>REPORT MONTH</u></p> <ul style="list-style-type: none"> • Total number of LSRs received, by interface, by CLEC <ul style="list-style-type: none"> ➢ TAG ➢ EDI ➢ LENS • Total number of errors by type, by CLEC <ul style="list-style-type: none"> ➢ Fatal rejects ➢ Total fallout for manual processing ➢ Auto clarification ➢ CLEC errors • Total number of errors by error code 	<p><u>REPORT MONTH</u></p> <ul style="list-style-type: none"> • Total number of errors by type: <ul style="list-style-type: none"> ➢ BST system error
<p>Retail Analog/Benchmark: CLEC Flow Through/benchmark comparison (Under development)</p>	

ORDERING

Report/Measurement:	
Flow Through Error Analysis	
Definition:	
An analysis of each error type (by error code) that was experienced by the LSRs that did not flow through to SOCS.	
Exclusions:	
Each Error Analysis is error code specific; therefore exclusions are not applicable.	
Business Rules:	
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).	
Calculation:	
Σ Of errors by type.	
Report Structure:	
<ul style="list-style-type: none"> • 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"> ➢ Error Type (by error code) ➢ Count of each error type ➢ Percent of each error type ➢ Cumulative percent ➢ Error Description ➢ CLEC Caused Count of each error code ➢ Percent of aggregate by CLEC caused count ➢ Percent of CLEC by CLEC caused count ➢ BST Caused Count of each error code ➢ Percent of aggregate by BST caused count ➢ Percent of BST by BST caused count 	
Level of Disaggregation:	
Region	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<u>REPORT MONTH</u>	<u>REPORT MONTH</u>
<ul style="list-style-type: none"> • Total number of LSRs received • Total number of errors by type (by error code) <ul style="list-style-type: none"> ➢ CLEC caused error 	<ul style="list-style-type: none"> • Total number of errors by type (by error code) <ul style="list-style-type: none"> ➢ BST system error
Retail Analog/Benchmark:	
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

Report/Measurement:	
Percent Rejected Service Requests	
Definition:	
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.	
Exclusions:	
Service Requests canceled by the CLEC prior to being rejected/clarified.	
Business Rules:	
<p>Fully Mechanized: 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"> • 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. • 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. <p>Partially Mechanized: 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>Non Mechanized: 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>	
Calculation	
Percent Rejected Service Requests = (Total Number of Rejected Service Requests) / (Total Number of Service Requests Received) X 100 during the month.	
Report Structure:	
<ul style="list-style-type: none"> • Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized • State and Region • CLEC Specific • CLEC Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Resale Residence • Resale Business • Resale Specials • UNE • UNE Loop with NP • Other • Trunks 	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u>	<u>DATA RETAINED RELATING TO BST PERFORMANCE:</u>
<ul style="list-style-type: none"> • Report Month • Total number of LSRs • Total number of Rejects • Total Number of Errors • State and Region 	<ul style="list-style-type: none"> • Report Month • Total number of LSRs • Total number of Errors • Adjusted Error Volume • State and Region
<u>RETAIL ANALOG/BENCHMARK:</u>	
<u>BENCHMARK IS UNDER DEVELOPMENT. RETAIL ANALOG ALSO UNDER DEVELOPMENT.</u>	

ORDERING

Report/Measurement:	
Reject Interval	
Definition:	
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.	
Exclusions:	
Service Requests canceled by CLEC prior to being rejected/clarified	
Business Rules:	
<ul style="list-style-type: none"> • Fully Mechanized: 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. • Partially Mechanized: 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. • Total Mechanized Combination of Fully Mechanized and Partially Mechanized LSRs. • Non-Mechanized: 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. • LNP: Under development. 	
Calculation:	
$\text{Reject Interval} = \frac{\sum[(\text{Date and Time of Service Request Rejection}) - (\text{Date and Time of Service Request Receipt})]}{(\text{Number of Service Requests Rejected in Reporting Period})}$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized, Trunks 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ Interconnection Trunks ➢ Resale – Residence ➢ Resale – Business ➢ Resale – Design ➢ UNE Design ➢ UNE Non- Design ➢ UNE Loop with and w/o NP • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region and further geographic disaggregation as required by State Commission Order • Mechanized: 0-4 minutes, 4-8 minutes, 8-12 minutes, 12-60 minutes, 0-1 hour 1-8 hours, 8-24 hours, >24 hours. • Non-mechanized: 0-1 hour, 1-4 hours, 4-8 hours, 8-12 hours, 12-16 hours, 16-20 hours, 20-24 hours >24 hours • Average Interval in Days. • Trunks 	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u>	<u>DATA RETAINED RELATING TO BST PERFORMANCE:</u>
<ul style="list-style-type: none"> • Report Month • Reject Interval • Total Number of LSRs • Total number of Errors • State and Region 	<ul style="list-style-type: none"> • Report Month • Reject Interval • Total number of LSRs • Total number of Errors • State and Region
Retail Analog/Benchmark:	
Benchmark is under development. Retail Analog also under development.	

ORDERING

Report/Measurement:	
Firm Order Confirmation Timeliness	
Definition:	
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.	
Exclusions:	
<ul style="list-style-type: none"> • Rejected LSRs • Partially Mechanized or Non-Mechanized LSRs received and/or FOCd outside of normal business hours. 	
Business Rules:	
<ul style="list-style-type: none"> • Mechanized - 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. • Partially Mechanized - 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. • Total Mechanized - Combination of Fully Mechanized and Partially Mechanized LSRs • Non-Mechanized - 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. • LNP - Under development. 	
Calculation:	
$\text{Firm Order Confirmation Timeliness} = \frac{\sum[(\text{Date and Time of Firm Order Confirmation}) - (\text{Date and Time of Service Request Receipt})]}{(\text{Number of Service Requests Confirmed in Reporting Period})}$	
Report Structure:	
<ul style="list-style-type: none"> • Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized • CLEC Specific • CLEC Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ Interconnection Trunks ➢ Resale - Residence ➢ Resale - Business ➢ Resale - Design ➢ UNE Design ➢ UNE Non- Design ➢ UNE Loop with and w/o NP ➢ Trunks • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region and further geographic disaggregation (MSA) as required by State Commission Order • 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, > 48 hours. • Non-mechanized: 0-4 hours, 4-8 hours, 8-12 hours, 12-16 hours, 16-20 hours, 20-24 hours, 24-48 hours, > 48 hours. • Trunks: 0-5 days, 6-8 days, 9-11 days, 12-14 days, 15-17 days, 18-20 days, > 20 days • < 10 and > 10 Circuits/Lines • Average Interval in Days. 	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u>	<u>DATA RETAINED RELATING TO BST PERFORMANCE:</u>
<ul style="list-style-type: none"> • Report Month • Interval for FOC • Total number of LSRs • State and Region 	<ul style="list-style-type: none"> • Report Month • Interval for FOC • Total Number of LSRs • State and Region
Retail Analog/Benchmark:	
Benchmark is under development. Retail Analog also under development.	

ORDERING

Report/Measurement:	
Speed of Answer in Ordering Center	
Definition:	
Measures the average time a customer is in queue.	
Exclusions:	
None	
Business Rules:	
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.	
Calculation:	
$(\text{Total time in seconds to reach the LCSC}) / (\text{Total Number of Calls})$ in the Reporting Period.	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Aggregate • BST Aggregate (Combination of Residence Service Center and Business Service Center data under development.) 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • CLEC Aggregate • BST Aggregate (Combination of Residence Service Center and Business Service Center data under development.) 	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u>	<u>DATA RETAINED RELATING TO BST PERFORMANCE:</u>
<ul style="list-style-type: none"> • Mechanized tracking through LCSC Automatic Call Distributor 	<ul style="list-style-type: none"> • Mechanized tracking through BST Retail center support systems
Retail Analog/Benchmark:	
For CLEC, Speed of Answer in Ordering Center (LCSC) is comparable to Speed of Answer in BST Business Offices.	

PROVISIONING

Report/Measurement:
Mean Held Order Interval & Distribution Intervals
Definition:
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.
Exclusions:
<ul style="list-style-type: none"> • Any order canceled by the CLEC will be excluded from this measurement. • Order Activities of BST associated with internal or administrative use of local services.
Business Rules:
<p>Mean Held Order Interval: 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.</p> <p>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>Held Order Distribution Interval: This measure provides data to report total days held and identifies these in categories of >15 days and > 90 days. (orders counted in >90 days are also included in >15 days).</p>
Calculation:
<p>Mean Held Order Interval: $\frac{\text{(Reporting Period Close Date - Committed Order Due Date)}}{\text{(Number of Orders Pending and Past The Committed Due Date)}}$ for all orders pending and past the committed due date.</p> <p>Held Order Distribution Interval: $\frac{\text{(# of Orders Held for } \geq 90 \text{ days)}}{\text{(Total # of Orders Pending But Not Completed)}} \times 100$ $\frac{\text{(# of Orders Held for } \geq 15 \text{ days)}}{\text{(Total # of Orders Pending But Not Completed)}} \times 100$</p>
Report Structure:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate
Level of Disaggregation:
<ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ 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 <ul style="list-style-type: none"> ➢ State, Region, and further geographic disaggregation (MSA) as required by State Commission Order

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"> • Report Month • CLEC Order Number and PON (PON) • Order Submission Date (TICKET_ID) • Committed Due Date (DD) • Service Type(CLASS_SVC_DESC) • Hold Reason • Total line/circuit count (under development) • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • BST Order Number • Order Submission Date • Committed Due Date • Service Type • Hold Reason • Geographic Scope
<p>Retail Analog/Benchmark:</p> <ul style="list-style-type: none"> 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) 	

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:	
<ul style="list-style-type: none"> • 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:	
<p>Average Jeopardy Interval = $\frac{[(\text{Date and Time of Scheduled Due Date on Service Order}) - (\text{Date and Time of Jeopardy Notice})]}{(\text{Number of Orders Notified of Jeopardy in Reporting Period})}$</p> <p>Percent of Orders Given Jeopardy Notice = $\frac{(\text{Number of Orders Given Jeopardy Notices in Reporting Period})}{(\text{Number of Orders Confirmed (due) in Reporting Period})}$</p>	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific and CLEC Aggregate • BST Aggregate (under development with estimated release date of 8/15/99 for June reporting) 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ 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 	
<p><u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u></p> <ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON • Date and Time Jeopardy Notice sent • Committed Due Date • Service Type <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	<p><u>DATA RETAINED RELATING TO BST EXPERIENCE</u></p> <ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON • Date and Time Jeopardy Notice sent • Committed Due Date • Service Type <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>
Retail Analog/Benchmark:	
Retail Analog	

PROVISIONING

Report/Measurement:
Percent Missed Installation Appointments
Definition:
“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.
Exclusions:
<ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) • Disconnect (D) & From (F) orders
Business Rules:
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.
Calculation:
Percent Missed Installation Appointments = $\frac{\text{Number of Orders Not Complete by Committed Due Date in Reporting Period}}{\text{Number of Orders Completed in Reporting Period}} \times 100$
Report Structure:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate
Report explanation: 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.
Level of Disaggregation:
<ul style="list-style-type: none"> • Reported in categories of <10 line/circuits; > 10 line/circuits • Dispatch / No Dispatch • Product Reporting Levels <ul style="list-style-type: none"> ➤ 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 <ul style="list-style-type: none"> ➤ State, Region, and further geographic disaggregation (MSA) as required by State Commission Order

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"> • Report Month • CLEC Order Number and PON (PON) • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • BST Order Number • Committed Due Date • Completion Date • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope
<p>Retail Analog/Benchmark:</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 Completion Interval (OCI) & Order Completion Interval Distribution
Definition:
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.
Exclusions:
<ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services • (Record Orders, Test Orders, etc.) • D (Disconnect) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address). • "L" Appointment coded orders (where the customer has requested a later than offered interval)
Business Rules:
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
Calculation :
Average Completion Interval: $\frac{[(\text{Completion Date \& Time}) - (\text{Order Issue Date \& Time})]}{\Sigma (\text{Count of Orders Completed in Reporting Period})}$
Order Completion Interval Distribution: $\frac{\Sigma (\text{Service Orders Completed in "X" days})}{(\text{Total Service Orders Completed in Reporting Period})} \times 100$
Report Structure:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate
Level of Disaggregation:
<ul style="list-style-type: none"> • Dispatch/No Dispatch categories applicable to all levels except trunks. • Residence & Business reported in day intervals = 0,1,2,3,4, 5, 5+ • UNE and Design reported in day intervals = 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, 30+ • All Levels are reported <10 line/circuits; >10 line/circuits • Product Reporting Levels <ul style="list-style-type: none"> ➤ 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

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"> • Report Month • CLEC Company Name • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • CLEC Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • Geographic Scope
<p><u>RETAIL ANALOG/BENCHMARK</u></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

Report/Measurement:
Average Completion Notice Interval
Definition:
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.
Exclusions:
<ul style="list-style-type: none"> • Non-mechanized Orders • Cancelled Service Orders • Order Activities of BST associated with internal or administrative use of local services • D & F orders
Business Rules:
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.
Calculation:
Σ (Date and Time of Notice of Completion) – (Date and Time of Work Completion) / (Number of Orders Completed in Reporting Period)
Report Structure:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate (in development-expected release date 08/15/99 reporting)
Level of Disaggregation:
<ul style="list-style-type: none"> • Reporting intervals in Hours: 0-1, 1-2, 2-4, 4-8, 8-12, 12-24, > 24, plus Overall Average Hour Interval • Reported in categories of <10 line/circuits; > 10 line/circuits • Product Reporting Levels <ul style="list-style-type: none"> ➤ 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 <ul style="list-style-type: none"> ➤ State, Region, and further geographic disaggregation (MSA) as required by State Commission Order

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"> • Report Month • CLEC Order Number • Work Completion Date • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service Type • Activity Type • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • Service Order Number • Work Completion Date • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service Type • Activity Type • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>
<p>Retail Analog/Benchmark: Retail Analog</p>	

PROVISIONING

Report/Measurement:	
Coordinated Customer Conversions	
Definition:	
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.	
Exclusions:	
<ul style="list-style-type: none"> • Any order canceled by the CLEC will be excluded from this measurement. • Delays due to CLEC following disconnection of the unbundled loop • Unbundled Loops where there is no existing subscriber loop 	
Business Rules:	
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.	
Calculation:	
` [(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.	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Reported in intervals <=5 minutes; >5,<15 minutes; >15 minutes, plus Overall Average interval • Product Reporting Levels <ul style="list-style-type: none"> ➢ UNE Loops without NP ➢ UNE Loops with NP ➢ Geographic Scope <ul style="list-style-type: none"> ➢ State, Region, and further geographic disaggregation as required by State Commission Order 	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<ul style="list-style-type: none"> • Report Month • CLEC Order Number • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • Cutover Start Time • Cutover Completion time • Portability start and completion times (NP Orders) • Total Items <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • No BST Analog Exists
Retail Analog/Benchmark:	
There is no retail analog for this measurement because it measures cutting loops to the CLEC. Benchmark under development.	

PROVISIONING

Report/Measurement:
% Provisioning Troubles within 30 days of Service Order Activity
Definition:
Percent Provisioning Troubles within 30 days of Installation measures the quality and accuracy of installation activities.
Exclusions:
<ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (R Orders, Test Orders, etc.) • D & F orders
Business Rules:
<p>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.</p> <p>D & F orders are excluded as there is no subsequent activity following a disconnect.</p>
Calculation:
$\% \text{ Provisioning Troubles within 30 days of Service Order Activity} = \frac{\text{Trouble reports on all completed orders} \leq 30 \text{ days following service order(s) completion}}{\text{All Service Orders completed in the calendar month}} \times 100$
Report Structure:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate
Level of Disaggregation:
<ul style="list-style-type: none"> • Reported in categories of <10 line/circuits; > 10 line/circuits • Dispatch / No Dispatch • Product Reporting Levels <ul style="list-style-type: none"> ➢ 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 <ul style="list-style-type: none"> ➢ State, Region, and further geographic disaggregation (MSA) as required by State Commission Order

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"> • Report Month • CLEC Order Number and PON • Order Submission Date(TICKET_ID) • Order Submission Time (TICKET_ID) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • BST Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope
<p>Retail Analog/Benchmark:</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 :
Total Service Order Cycle Time (TSOCT) (under development 3Q99)
Definition:
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.
Exclusions:
<ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) • D (Disconnect) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address). • "L" Appointment coded orders (where the customer has requested a later than offered interval) • Orders with CLEC/Subscriber caused delays or CLEC/Subscriber requested due date changes.
Business Rules:
<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>
Calculation :
Total Service Order Cycle Time (under development)
Report Structure:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate
Level of Disaggregation:
<ul style="list-style-type: none"> • ISDN Orders included in Non Design - GA Only • Dispatch/No Dispatch categories applicable to all levels except trunks. • Intervals under development • Product Reporting Levels <ul style="list-style-type: none"> ➤ Interconnection Trunks ➤ 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 <ul style="list-style-type: none"> ➤ State, Region and further geographic disaggregation as required by State Commission Order

PROVISIONING – (Total Service Order Cycle Time (TSOCT) – Continued

<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<ul style="list-style-type: none"> • Report Month • Interval for FOC • CLEC Company Name • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • CLEC Order Number • Order Submission Date & Time • Order Completion Date & Time • -Service Type • Geographic Scope
<p>Retail Analog/Benchmark Under development (BST retail analog available at this time would be Average Completion Interval)</p>	

MAINTENANCE & REPAIR

Report/Measurement:	
Missed Repair Appointments	
Definition:	
The percent of trouble reports not cleared by the committed date and time.	
Exclusions:	
<ul style="list-style-type: none"> • Trouble tickets canceled at the CLEC request. • BST trouble reports associated with internal or administrative service. • Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble. 	
Business Rules:	
<p>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.</p>	
Calculation:	
$\text{Percentage of Missed Repair Appointments} = \frac{\Sigma (\text{Count of Customer Troubles Not Cleared by the Quoted Commitment Date and Time})}{\Sigma (\text{Total Trouble reports closed in Reporting Period})} \times 100$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Level of Disaggregation:	
<p>ISDN Troubles included in Non-Design – GA ONLY</p> <ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ POTS – Residence, Business ➢ Design ➢ PBX, CENTREX and ISDN ➢ UNE 2 Wire Loop (Design and Non – Design) ➢ UNE Loop Other (Design and Non Design) ➢ UNE Other (Design and Non – Design) ➢ Switching, Local Transport and Combos (under development) ➢ Local Interconnection Trunks • Dispatch/No Dispatch categories applicable to all product levels • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA) 	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<ul style="list-style-type: none"> • Report Month • CLEC Company Name • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope 	<ul style="list-style-type: none"> • Report Month • BST Company Code • Submission Date & Time • Completion Date • Service Type • Disposition and Cause (Non-Design / Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope
<p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	

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

Report/Measurement:	
Customer Trouble Report Rate	
Definition:	
Initial and repeated customer direct or referred troubles reported within a calendar month per 100 lines/ circuits in service.	
Exclusions:	
<ul style="list-style-type: none"> • Trouble tickets canceled at the CLEC request. • BST trouble reports associated with administrative service. • Customer provided Equipment (CPE) troubles or CLEC equipment troubles. 	
Business Rules:	
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.	
Calculation:	
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	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate. 	
Level of Disaggregation:	
<p>ISDN Troubles included in Non Design – GA Only</p> <ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ POTS Residence and Business ➢ Design ➢ PBX, CENTREX, and ISDN ➢ UNE 2 Wire Loop (Design and Non – Design) ➢ UNE Loop Other (Design and Non – Design) ➢ UNE Other (Design and Non – Design) ➢ Switching , Local Transport, and Combos (under development) ➢ Local Interconnection Trunks • Dispatch/No Dispatch categories applicable to all product levels • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA) 	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<ul style="list-style-type: none"> • Report Month • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • # Service Access Lines in Service at the end of period • Geographic Scope 	<ul style="list-style-type: none"> • Report Month • BST Company Code • Ticket Submission Date & Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design / Non-Special Only) • Trouble Code (Design and Trunking Services) • # Service Access Lines in Service at the end of period • Geographic Scope
<p>NOTE: 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

Report/Measurement:
Maintenance Average Duration
Definition:
The Average duration of Customer Trouble Reports from the receipt of the Customer Trouble Report to the time the trouble report is cleared.
Exclusions:
<ul style="list-style-type: none"> • Trouble reports canceled at the CLEC request • BST trouble reports associated with administrative service • Customer Provided Equipment (CPE) troubles or CLEC Equipment Troubles. • Trouble reports greater than 10 days
Business Rules:
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).
Calculation:
Maintenance Average Duration = $\Sigma(\text{Date and Time of Service Restoration}) - (\text{Date and Time Trouble Ticket was Opened}) / \Sigma(\text{Total Closed Troubles in the reporting period})$
Report Structure:
<ul style="list-style-type: none"> • CLEC Specific • BST Aggregate • CLEC Aggregate
Level of Disaggregation:
<p>ISDN Troubles included in Non Design – GA Only</p> <ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ POTS– Residence and Business ➢ Design ➢ PBX, CENTREX, and ISDN ➢ UNE 2 Wire Loop (Design Non – Design) ➢ UNE Loop Other (Design Non – Design) ➢ UNE Other (Design Non – Design) ➢ Switching, Local Transport and Combos (under development) ➢ Local Interconnection Trunks • Dispatch/No Dispatch categories applicable to all product levels • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area – MSA)

MAINTENANCE & REPAIR – (Maintenance Average Duration – Continued)

<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<ul style="list-style-type: none"> • Report Month • Total Tickets (LINE_NBR) • CLEC Company Name • Ticket Submission Date & Time (TIME_ID) • Ticket Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket submission Time • Ticket completion Date • Ticket Completion Time • Total Duration Time • Service Type • Disposition and Cause (Non – Design / Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope
Retail Analog/Benchmark:	
<p>CLEC Residence-Resale / BST Residence-Resale 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)</p>	

MAINTENANCE & REPAIR

Report/Measurement:	
Percent Repeat Troubles within 30 Days	
Definition:	
Trouble reports on the same line/circuit as a previous trouble report received within 30 calendar days as a percent of total troubles reported.	
Exclusions:	
<ul style="list-style-type: none"> • Trouble Reports canceled at the CLEC request • BST Trouble Reports associated with administrative service • Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles. 	
Business Rules:	
Includes Customer trouble reports received within 30 days of an original Customer trouble report.	
Calculation:	
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	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Level of Disaggregation:	
<p>ISDN Troubles included in Non Design – GA Only</p> <ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ POTS Residence and Business ➢ Design ➢ PBX, CENTREX and ISDN ➢ UNE 2 Wire Loop (Design and Non – Design) ➢ UNE Loop Other (Design and Non – Design) ➢ UNE Other (Design Non – Design) ➢ Switching, Local Transport and Combos (under development) ➢ Local Interconnection Trunks • Dispatch/No Dispatch categories applicable to all product levels • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA) 	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<ul style="list-style-type: none"> • Report Month • Total Tickets (LINE_NBR) • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Total and Percent Repeat Trouble Reports within 30 Days (TOT_REPEAT) • Service Type • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope <p>NOTE: Code parentheses is the corresponding header format found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket Submission Time • Ticket Completion Date • Ticket Completion Time • Total and Percent Repeat Trouble Reports within 30 Days • Service Type • Disposition and Cause (Non – Design/ Non-Special only) • Trouble Code (Design and Trunking Services) • Geographic Scope

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

Report/Measurement:	
Out of Service (OOS) > 24 Hours	
Definition:	
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.)	
Exclusions:	
<ul style="list-style-type: none"> • Trouble Reports canceled at the CLEC request • BST Trouble Reports associated with administrative service • Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles. 	
Business Rules:	
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.	
Calculation:	
Out of Service (OOS) > 24 hours = (Total Troubles OOS > 24 Hours) / Total OOS Troubles in Reporting Period) X 100	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • BST Aggregate • CLEC Aggregate. 	
Level of Disaggregation:	
<p>ISDN Troubles included in Non Design – GA Only</p> <ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ POTS Residence and Business ➢ Design ➢ PBX and CENTREX and ISDN ➢ UNE 2 Wire Loop (Design and Non – Design) ➢ UNE Loop Other (Design and Non – Design) ➢ UNE Other (Design and Non – Design) ➢ Switching, Local Transport and Combos (under development) ➢ Local Interconnection Trunks • Dispatch/No Dispatch categories applicable to all product levels • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA) 	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<ul style="list-style-type: none"> • Report Month • Total Tickets • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Percentage of Customer Troubles out of Service > 24 Hours (OOS>24_FLAG) • Service type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE-DESC) • Geographic Scope 	<ul style="list-style-type: none"> • Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket Submission time • Ticket Completion Date • Ticket Completion Time • Percent of Customer Troubles out of Service > 24 Hours • Service type • Disposition and Cause (Non – Design/ Non-Special only) • Trouble Code (Design and Trunking Services) • Geographic Scope
<p>NOTE: 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

Report/Measurement:	
OSS Interface Availability	
Definition:	
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.	
Exclusions:	
None	
Business Rules:	
This measure is designed to compare the OSS availability versus scheduled availability of BST's legacy systems.	
Calculation:	
OSS Interface Availability = (Actual System Functional Availability) / (Actual planned System Availability) X 100	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Aggregate • BST Aggregate • BST/CLEC 	
Level of Disaggregation:	
Region	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<ul style="list-style-type: none"> • Availability of CLEC TAFI • Availability of LMOS HOST, MARCH and SOCS • CRIS, PREDICTOR, LNP, and OSPCM (under development at this time) 	<ul style="list-style-type: none"> • Availability of BST TAFI • Availability of LMOS HOST, MARCH and SOCS
Retail Analog/Benchmark:	
Parity by design; Retail Analog	

MAINTENANCE & REPAIR

Report/Measurement:	
OSS Response Interval and Percentages	
Definition:	
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.	
Exclusions:	
Queries received during scheduled system maintenance time.	
Business Rules:	
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.	
Calculation:	
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, ≥ 4 to 10, ≥ 10, ≥ 30 seconds.	
Report Structure:	
<ul style="list-style-type: none"> • CLEC • BST Residence • BST Business (BST Total is under development at this time) by interface for each legacy system and function as appropriate. 	
Level of Disaggregation:	
Region	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<ul style="list-style-type: none"> • CLEC Transaction Intervals 	<ul style="list-style-type: none"> • BST Business and Residence transaction Intervals
Retail Analog/Benchmark:	
Retail Analog Audit Verification	

MAINTENANCE & REPAIR

Report/Measurement:	
Average Answer Time – Repair Centers	
Definition:	
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.	
Exclusions:	
None	
Business Rules:	
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.	
Level of Disaggregation:	
Region. CLEC/BST Service Centers and BST Repair Centers are regional.	
Calculation:	
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)	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Aggregate • BST/CLEC Aggregate 	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<ul style="list-style-type: none"> • CLEC Average Answer Time 	<ul style="list-style-type: none"> • BST Average Answer Time
Retail Analog/Benchmark:	
Retail Analog Audit Verification	

BILLING

Report/Measurement:	
Invoice Accuracy	
Definition:	
This measure provides the percentage accuracy of the billing invoices rendered to CLECs during the current month.	
Exclusions:	
<ul style="list-style-type: none"> • Adjustments not related to billing errors (e.g., credits for service outage, special promotion credits, adjustments to satisfy the customer). 	
Business Rules:	
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.	
Calculation:	
$\text{Invoice Accuracy} = \frac{(\text{Total Billed Revenues during current month}) - (\text{Billing Related Adjustments during current month})}{\text{Total Billed Revenues during current month}} \times 100$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Level of Disaggregation :	
<ul style="list-style-type: none"> • Product / Invoice Type <ul style="list-style-type: none"> ➢ Resale ➢ UNE ➢ Interconnection • Geographic Scope <ul style="list-style-type: none"> ➢ Region 	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u>	<u>DATA RETAINED RELATING TO BST PERFORMANCE:</u>
<ul style="list-style-type: none"> • Report Month • Invoice Type <ul style="list-style-type: none"> ➢ • Total Billed Revenue • Billing Related Adjustments 	<ul style="list-style-type: none"> • Report Month • Invoice Type <ul style="list-style-type: none"> ➢ CRIS ➢ CABS • Total Billed Revenue • Billing Related Adjustments
Retail Analog/Benchmark	
Retail Analog	

BILLING

Report/Measurement:	
Mean Time to Deliver Invoices	
Definition:	
This measure provides the mean interval for billing invoices	
Exclusions:	
Any invoices rejected due to formatting or content errors.	
Business Rules:	
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.	
Calculation:	
$\text{Mean Time To Deliver Invoices} = \frac{\sum [(Invoice\ Transmission\ Date) - (Close\ Date\ of\ Scheduled\ Bill\ Cycle)]}{(\text{Count of Invoices Transmitted in Reporting Period})}$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Product / Invoice Type <ul style="list-style-type: none"> ➢ Resale ➢ UNE ➢ Interconnection • Geographic Scope <ul style="list-style-type: none"> ➢ Region 	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u>	<u>DATA RETAINED RELATING TO BST PERFORMANCE:</u>
<ul style="list-style-type: none"> • Report Month • Invoice Type <ul style="list-style-type: none"> ➢ • Invoice Transmission Count • Date of Scheduled Bill Close 	<ul style="list-style-type: none"> • Report Month • Invoice Type <ul style="list-style-type: none"> ➢ CRIS ➢ CABS • Invoice Transmission Count • Date of Scheduled Bill Close
Retail Analog/Benchmark:	
<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

Report/Measurement:	
Usage Data Delivery Accuracy	
Definition:	
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.	
Exclusions:	
None	
Business Rules:	
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.	
Calculations:	
Usage Data Delivery Accuracy = $\Sigma [(Total\ number\ of\ usage\ data\ packs\ sent\ during\ current\ month) - (Total\ number\ of\ usage\ data\ packs\ requiring\ retransmission\ during\ current\ month)] / (Total\ number\ of\ usage\ data\ packs\ sent\ during\ current\ month) \times 100$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Product / Invoice Type <ul style="list-style-type: none"> ➢ Resale ➢ UNE ➢ Interconnection • Geographic Scope <ul style="list-style-type: none"> ➢ Region 	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u>	<u>DATA RETAINED RELATING TO BST PERFORMANCE:</u>
<ul style="list-style-type: none"> • Report Month • Record Type <ul style="list-style-type: none"> ➢ BellSouth Recorded ➢ Non BellSouth Recorded 	<ul style="list-style-type: none"> • Report Month • Record Type
Retail Analog/Benchmark:	
Retail Analog	

BILLING

Report/Measurement:	
Usage Data Delivery Completeness	
Definition:	
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.	
Exclusions:	
None	
Business Rules:	
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.	
Calculation:	
Usage Data Delivery Completeness = $\Sigma(\text{Total number of Recorded usage records delivered during the current month that are within thirty (30) days of the message recording date}) / \Sigma(\text{Total number of Recorded usage records delivered during the current month}) \times 100$	
REPORT STRUCTURE	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> ➤ • Geographic Scope <ul style="list-style-type: none"> ➤ Region 	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u>	<u>DATA RETAINED RELATING TO BST PERFORMANCE:</u>
<ul style="list-style-type: none"> • Report Month • Record Type <ul style="list-style-type: none"> ➤ BellSouth Recorded ➤ Non BellSouth Recorded 	<ul style="list-style-type: none"> • Report Monthly • Record Type
Retail Analog/Benchmark:	
Retail Analog	

BILLING

Report/Measurement:	
Usage Data Delivery Timeliness	
Definition:	
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.	
Exclusions:	
None	
Business Rules:	
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.	
Calculation:	
Usage Data Delivery Timeliness = Σ (Total number of usage records sent within six (6) calendar days from initial recording/receipt) / Σ (Total number of usage records sent) X 100	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Aggregate • CLEC Specific • BST Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • • Geographic Scope <ul style="list-style-type: none"> ➢ Region 	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u>	<u>DATA RETAINED RELATING TO BST PERFORMANCE:</u>
<ul style="list-style-type: none"> • Report Month • Record Type <ul style="list-style-type: none"> ➢ BellSouth Recorded ➢ Non-BellSouth Recorded 	<ul style="list-style-type: none"> • Report Monthly • Record Type
Retail Analog/Benchmark:	
Retail Analog	

BILLING

Report/Measurement:	
Mean Time to Deliver Usage	
Definition:	
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.	
Exclusions:	
None	
Business Rules:	
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.	
Calculation:	
Mean Time to Deliver Usage = Σ (Record volume X estimated number of days to deliver the Usage Record) / total record volume	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Aggregate • CLEC Specific • BST Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • • Geographic Scope <ul style="list-style-type: none"> ➢ Region 	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u>	<u>DATA RETAINED RELATING TO BST PERFORMANCE:</u>
<ul style="list-style-type: none"> • Report Month • Record Type <ul style="list-style-type: none"> ➢ BellSouth Recorded ➢ Non-BellSouth Recorded 	<ul style="list-style-type: none"> • Report Monthly • Record Type
Retail Analog/Benchmark:	
Retail Analog	

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

Report/Measurement:
Speed to Answer Performance/Average Speed to Answer – Toll
Definition:
Measurement of the average time in seconds calls wait before answered by a toll operator.
Exclusions:
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.
Business Rules:
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.
Calculation:
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.
Report Structure:
Reported for the aggregate of BST and CLECs
<ul style="list-style-type: none"> • State
Level of Disaggregation:
None
<u>DATA RETAINED (ON AGGREGATE BASIS)</u>
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"> • Month • Call Type (Toll) • Average Speed of Answer
Retail Analog/Benchmark
Parity by Design

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

Report/Measurement:
Speed to Answer Performance/Percent Answered within "X" Seconds – Toll
Definition:
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.
Exclusions:
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.
Business Rules:
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.
Calculation:
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.
Report Structure:
Reported for the aggregate of BST and CLECs
<ul style="list-style-type: none"> • State
Level of Disaggregation:
None
<u>DATA RETAINED (ON AGGREGATE BASIS)</u>
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"> • Month • Call Type (Toll) • Average Speed of Answer
Retail Analog/Benchmark
Parity by Design

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

Report/Measurement:
Speed to Answer Performance/Average Speed to Answer – Directory Assistance (DA)
Definition:
Measurement of the average time in seconds calls wait before answer by a DA operator.
Exclusions:
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.
Business Rules:
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.
Calculation:
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.
Report Structure:
Reported for the aggregate of BST and CLECs
<ul style="list-style-type: none"> • State
Level of Disaggregation:
None
DATA RETAINED (ON AGGREGATE BASIS)
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"> • Month • Call Type (DA) • Average Speed of Answer
Retail Analog/Benchmark
Parity by Design

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

Report/Measurement:
Speed to Answer Performance/Percent Answered within "X" Seconds – Directory Assistance (DA)
Definition:
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.
Exclusions:
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.
Business Rules:
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.
Calculation:
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.
Report Structure:
Reported for the aggregate of BST and CLECs
<ul style="list-style-type: none"> • State
Level of Disaggregation:
None
<u>DATA RETAINED (ON AGGREGATE BASIS)</u>
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"> • Month • Call Type (DA) • Average Speed of Answer
Retail Analog/Benchmark
Parity by Design

E911

Report/Measurement:
E911/Timeliness
Definition:
Measures the percentage of batch orders for E911 database updates (to CLEC resale and BST retail records) processed successfully within a 24-hour period.
Exclusions:
<ul style="list-style-type: none"> • Any resale order canceled by a CLEC • Facilities-based CLEC orders
Business Rules:
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.
Calculation:
$E911 \text{ Timeliness} = \Sigma (\text{Number of batch orders processed within 24 hours} \div \text{Total number of batch orders submitted}) \times 100$
Report Structure:
Reported for the aggregate of CLEC resale updates and BST retail updates
<ul style="list-style-type: none"> • State • Region
Levels of Disaggregation:
None
DATA RETAINED
<ul style="list-style-type: none"> • Report month • Aggregate data
Retail Analog/Benchmark
Parity by Design

E911

Report/Measurement:
E911/Accuracy
Definition:
Measures the individual E911 telephone number (TN) record updates (to CLEC resale and BST retail records) processed successfully for E911 with no errors.
Exclusions:
<ul style="list-style-type: none"> • Any resale order canceled by a CLEC • Facilities-based CLEC orders
Business Rules:
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.
Calculation:
$E911 \text{ Accuracy} = \frac{\Sigma(\text{Number of record individual updates processed with no errors}}{\text{Total number of individual record updates}} \times 100$
Report Structure:
Reported for the aggregate of CLEC resale updates and BST retail updates
<ul style="list-style-type: none"> • State • Region
Level of Disaggregation:
None
DATA RETAINED
<ul style="list-style-type: none"> • Report month • Aggregate data
Retail Analog/Benchmark
Parity by Design

E911

Report/Measurement:
E911/Mean Interval
Definition:
Measures the mean interval processing of E911 batch orders (to update CLEC resale and BST retail records).
Exclusions:
<ul style="list-style-type: none"> • Any resale order canceled by a CLEC • Facilities-based CLEC orders
Business Rules:
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.
Calculation:
$\text{E911 Mean Interval} = \frac{\text{(Date and time of batch order completion - Date and time of batch order submission)}}{\text{(Number of batch orders completed)}}$
Report Structure:
Reported for the aggregate of CLEC resale updates and BST retail updates
<ul style="list-style-type: none"> • State • Region
Level of Disaggregation:
None
DATA RETAINED (ON AGGREGATE BASIS)
<ul style="list-style-type: none"> • Report month • Aggregate data
Retail Analog/Benchmark
Parity by Design

TRUNK GROUP PERFORMANCE

Report/Measurement:	
Trunk Group Service Report	
Definition:	
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.	
Exclusions:	
<ul style="list-style-type: none"> • Trunk groups for which valid traffic data is not available • High use trunk groups 	
Business Rules:	
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%.	
Calculation:	
Measured blocking = (Total number of blocked calls) / (Total number of attempted calls) X 100	
Report Structure:	
<ul style="list-style-type: none"> • BST Aggregate <ul style="list-style-type: none"> > CTTG > Local • CLEC Aggregate <ul style="list-style-type: none"> > BST Administered CLEC Trunk > CLEC Administered CLEC Trunk • CLEC Specific <ul style="list-style-type: none"> > BST Administered CLEC Trunk > CLEC Administered CLEC Trunk 	
Level of Disaggregation:	
State	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<ul style="list-style-type: none"> • Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT 	<ul style="list-style-type: none"> • Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT
Retail Analog/Benchmark:	
Retail Analog	

TRUNK GROUP PERFORMANCE

Report/Measurement:	
Trunk Group Service Detail	
Definition:	
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.	
Exclusions:	
<ul style="list-style-type: none"> • Trunk groups for which valid traffic data is not available • High use trunk groups 	
Business Rules:	
Traffic trunking data measurements are validated and processed by the Total Network Data System/Trunking (TND/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%.	
Calculation:	
Measured Blocking = (Total number of blocked calls) / (Total number of attempted calls) X 100	
Report Structure:	
<ul style="list-style-type: none"> • BST Specific <ul style="list-style-type: none"> ➢ Traffic Identity ➢ TGSN ➢ Tandem ➢ End Office ➢ Description ➢ Observed Blocking ➢ Busy Hour ➢ Number Trunks ➢ Valid study days ➢ Number reports ➢ Remarks 	<ul style="list-style-type: none"> • CLEC Specific <ul style="list-style-type: none"> ➢ Traffic Identity ➢ TGSN ➢ Tandem ➢ CLEC POT ➢ Description ➢ Observed Blocking ➢ Busy Hour ➢ Number Trunks ➢ Valid study days ➢ Number reports ➢ Remarks
Level of Disaggregation:	
State	
<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<ul style="list-style-type: none"> • Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT • Traffic identity, TGSN, end points, description, busy hour, valid study days, number reports 	<ul style="list-style-type: none"> • Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT • Traffic identity, TGSN, end points, description, busy hour, valid study days, number reports
Retail Analog/Benchmark:	
Retail Analog	

COLLOCATION

Report/Measurement:
Collocation/Average Response Time
Definition:
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.
Exclusions:
<ul style="list-style-type: none"> • Requests to augment previously completed arrangements • Any application cancelled by the CLEC
Business Rules:
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.
Calculation:
Average Response Time = $\Sigma(\text{Request Response Date}) - (\text{Request Submission Date}) / \text{Count of Responses Returned within Reporting Period.}$
Report Structure:
<ul style="list-style-type: none"> • Individual CLEC (alias) aggregate • Aggregate of all CLECs
Level of Disaggregation:
<ul style="list-style-type: none"> • State, Region and further geographic disaggregation as required by State Commission Order • Virtual • Physical
DATA RETAINED:
<ul style="list-style-type: none"> • Report period • Aggregate data
Retail Analog/Benchmark:
Under development

COLLOCATION

Report/Measurement:
Collocation/Average Arrangement Time
Definition:
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.
Exclusions:
<ul style="list-style-type: none"> • Any Bona Fide firm order cancelled by the CLEC • Bona Fide firm orders to augment previously completed arrangements • Time for BST to obtain permits • Time during which the collocation contract is being negotiated
Business Rules:
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.
Calculation:
Average Arrangement Time = $\Sigma(\text{Date Collocation Arrangement is Complete}) - (\text{Date Order for Collocation Arrangement Submitted}) / \text{Total Number of Collocation Arrangements Completed during Reporting Period.}$
Report Structure:
<ul style="list-style-type: none"> • Individual CLEC (alias) aggregate • Aggregate of all CLECs
Level of Disaggregation:
<ul style="list-style-type: none"> • State, Region and further geographic disaggregation as required by State Commission Order • Virtual • Physical
DATA RETAINED:
<ul style="list-style-type: none"> • Report period • Aggregate data
Retail Analog/Benchmark:
Under development

COLLOCATION

Report/Measurement:
Collocation/Percent of Due Dates Missed
Definition:
Measures the percent of missed due dates for collocation arrangements.
Exclusions:
<ul style="list-style-type: none"> • Any Bona Fide firm order cancelled by the CLEC • Bona Fide firm orders to augment previously completed arrangements • Time for BST to obtain permits • Time during which the collocation contract is being negotiated
Business Rules:
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.
Calculation:
$\% \text{ of Due Dates Missed} = \Sigma (\text{Number of Orders not completed w/i ILEC Committed Due Date during Reporting Period}) / \text{Number of Orders Completed in Reporting Period}) \times 100$
Report Structure:
<ul style="list-style-type: none"> • Individual CLEC (alias) aggregate • Aggregate of all CLECs
Level of Disaggregation:
<ul style="list-style-type: none"> • State, Region and further geographic disaggregation as required by State Commission Order • Virtual • Physical
DATA RETAINED:
<ul style="list-style-type: none"> • Report period • Aggregate data
Retail Analog/Benchmark:
Under development

APPENDIX A: REPORTING SCOPE*

<p>Standard Service Groupings</p>	<p><u>Pre-Order, Ordering</u></p> <ul style="list-style-type: none"> • Resale Residence • Resale Business • Resale Special • Local Interconnection Trunks • UNE • UNE - Loops w/LNP <p><u>Provisioning</u></p> <ul style="list-style-type: none"> • UNE Non-Design • UNE Design • UNE Loops w/LNP • Local Interconnection Trunks • Resale Residence • Resale Business • Resale Design • BST Trunks • BST Residence Retail • BST Business Retail <p><u>Maintenance and Repair</u></p> <ul style="list-style-type: none"> • Local Interconnection Trunks • UNE Non-Design • UNE Design • Resale Residence • Resale Business • BST Interconnection Trunks • BST Residence Retail • BST Business Retail <p><u>Local Interconnection Trunk Group Blockage</u></p> <ul style="list-style-type: none"> • BST CTTG Trunk Groups • CLEC Trunk Groups
--	---

Appendix A: Reporting Scope

<p>Standard Service Order Activities</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"> • New Service Installations • Service Migrations Without Changes • Service Migrations With Changes • Move and Change Activities • Service Disconnects (Unless noted otherwise)
<p>Pre-Ordering Query Types:</p> <p>Maintenance Query Types:</p>	<ul style="list-style-type: none"> • Address • Telephone Number • Appointment Scheduling • Customer Service Record • Feature Availability
<p>Report Levels</p>	<ul style="list-style-type: none"> • CLEC RESH • CLEC MSA • CLEC State • CLEC Region • Aggregate CLEC State • Aggregate CLEC Region • BST State • BST Region

* Scope is report, data source and system dependent, and, therefore, will differ with each report.

Appendix B: Glossary of Acronyms and Terms - Continued

C	COFIUSOC	COFFI software contract for feature/service information
	CRIS	Customer Record Information System - The BellSouth proprietary corporate database and billing system for non-access customers and services.
	CRSACCTS	CRIS software contract for CSR information
	CSR	Customer Service Record
	CTTG	Common Transport Trunk Group - Final trunk groups between BST & Independent end offices and the BST access tandems.
D	DESIGN	Design Service is defined as any Special or Plain Old Telephone Service Order which requires BellSouth Design Engineering Activities
	DISPOSITION & CAUSE	Types of trouble conditions, e.g. No Trouble Found, Central Office Equipment, Customer Premises Equipment, etc.
	DLETH	Display Lengthy Trouble History - A history report that gives all activity on a line record for trouble reports in LMOS
	DLR	Detail Line Record - All the basic information maintained on a line record in LMOS, e.g. name, address, facilities, features etc.
	DOE	Direct Order Entry System - An internal BellSouth service order entry system used by BellSouth Service Representatives to input business service orders in BellSouth format.
	DSAP	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.
	DSAPDDI	DSAP software contract for schedule information
E	E911	Provides callers access to the applicable emergency services bureau by dialing a 3-digit universal telephone number.
	EDI	Electronic Data Interchange - The computer-to-computer exchange of inter and/or intra company business documents in a public standard format.
F	FATAL REJECT	The number of LSRs that were electronically rejected from LEO, which checks to see of the LSR has all the required fields correctly populated
	FLOW-THROUGH	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.
	FOC	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

G		
H	HAL	"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.
	HALCRIS	HAL software contract for CSR information
I	ISDN	Integrated Services Digital Network
K		
L	LCSC	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.
	LEGACY SYSTEM	Term used to refer to BellSouth Operations Support Systems (see OSS)
	LENS	Local Exchange Negotiation System - The BellSouth LAN/web server/OS application developed to provide both preordering and ordering electronic interface functions for CLECs.
	LEO	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.
	LESOG	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.
	LMOS	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.
	LMOS HOST	LMOS host computer
	LMOSupd	LMOS updates
	LNP	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.
L	LOOPS	Transmission paths from the central office to the customer premises.
	LSR	Local Service Request - A request for local resale service or unbundled network elements from a CLEC.
M	MAINTENANCE & REPAIR	The process and function by which trouble reports are passed to BellSouth and by which the related service problems are resolved.
	MARCH	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. Customer has no dial tone and cannot call out.
	OUT OF SERVICE	
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

Q		
R	RNS	Regional Negotiation System - An internal BellSouth service order entry system used by BellSouth Consumer Services to input service orders in BellSouth format.
	RRC	Residence Repair Center - The BellSouth Consumer Services trouble receipt center which serves residential customers.
	RSAG	Regional Street Address Guide - The BellSouth database, which contains street addresses validated to be accurate with state and local governments.
	RSAGADDR	RSAG software contract for address search
	RSAGTN	RSAG software contract for telephone number search
S	SOCS	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.
	SOIR	Service Order Interface Record - any change effecting activity to a customer account by service order that impacts 911/E911.
T	TAFI	Trouble Analysis Facilitation Interface - The BellSouth Operations System that supports trouble receipt center personnel in taking and handling customer trouble reports.
	TAG	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.
	TN	Telephone Number
	TOTAL MANUAL FALLOUT	The number of LSRs which are entered electronically but require manual entering into a service order generator.
U	UNE	Unbundled Network Element
V		
W	WTN	A unique identifier for elements combined in a service configuration
X		
Y		
Z		
Σ		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.

© BELLSOUTH

RECEIVED
DEC 17 1999
PUBLIC SERVICE
COMMISSION

BellSouth Telecommunications, Inc.
P.O. Box 32410
Louisville, Kentucky 40232

502 582-1475
Fax 502 582-1573
Internet
Dorothy.J.Chambers@bridge.bellsouth.com

Dorothy J. Chambers
General Attorney

or

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

December 17, 1999

Helen C. Helton
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 Helen:

Enclosed for filing in the above-captioned case are the original and ten
(10) copies of Response of BellSouth Telecommunications, Inc. to Petition for
Arbitration.

Sincerely,



Dorothy J. Chambers

Enclosure

cc: Parties of Record

190466

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED
DEC 17 1999
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 SECTIONS 252(B) OF THE)
TELECOMMUNICATIONS ACT OF 1996)

RESPONSE OF BELLSOUTH TELECOMMUNICATIONS, INC.
TO PETITION FOR ARBITRATION

Pursuant to 47 U.S.C. § 252(b)(3) of the Telecommunications Act of 1996 ("1996 Act"), BellSouth Telecommunications, Inc. ("BellSouth"), responds to the Petition for Arbitration of the Frankfort Electric and Water Plant Board (FEWPB).

INTRODUCTION

Sections 251 and 252 of the 1996 Act encourage negotiations between parties to reach voluntary local interconnection agreements. Section 251(c)(1) requires incumbent local exchange companies to negotiate the particular terms and conditions of agreements to fulfill the duties described in §§ 251(b) and 251 (c)(2-6).

Since passage of the 1996 Act on February 8, 1996, BellSouth has successfully conducted negotiations with numerous 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, but the conclusion is inescapable. BellSouth has a record of embracing competition and reaching agreement to interconnect on fair and reasonable terms.

During the negotiation process, the 1996 Act allows a party to petition a state commission for arbitration of unresolved issues.¹ The petition must identify the issues resulting from the negotiations that are resolved, as well as those that are unresolved.² The petitioning party must submit along with its petition "all relevant documentation concerning: (1) the unresolved issues; (2) the position of each of the parties with respect to those issues; and (3) any other issue discussed and resolved by the parties."³ A non-petitioning party to a negotiation under this section may respond to the other party's petition and provide such additional information as it wishes within 25 days after the state commission receives the petition.⁴ The 1996 Act limits a state commission's consideration of any petition (and any response thereto) to the unresolved issues set forth in the petition and in the response.⁵

BellSouth and the FEWPB began negotiations on or about July 20, 1998. Numerous extensions were agreed to by the parties. Throughout the entire negotiation process, the language of the proposed agreement contained multiple provisions referencing the requirement for the FEWPB to obtain Commission certification as a CLEC. BellSouth was not aware that the FEWPB did not intend to seek Commission authorization to provide local exchange service in Kentucky. In fact, the FEWPB did not

¹ 47 U.S.C. § 252(b)(2).

² See generally, 47 U.S.C. §§ 252 (b)(2)(A) and 252 (b)(4).

³ 47 U.S.C. § 252(b)(2).

⁴ 47 U.S.C. § 252(b)(3).

⁵ 47 U.S.C. § 252(b)(4).

inform BellSouth of the FEWPB's position that it was not subject to the Commission's requirements to be certified as a CLEC until almost a year after commencement of negotiations. Throughout the negotiation process, the FEWPB failed until recently to raise an objection to the requirement that it be certified as a CLEC. BellSouth believes a question exists as to whether the FEWPB has authority to offer telecommunications services and, if so, whether the FEWPB must obtain Commission certification as a CLEC in order to enter into this Interconnection Agreement. With the exception of this issue, BellSouth and the FEWPB have reached agreement on the remainder of the issues.⁶ Although BellSouth and the FEWPB negotiated in good faith, the parties were unable to reach agreement on this issue. As a result, FEWPB filed this Petition for Arbitration.

Pursuant to the 1996 Act, when parties cannot successfully negotiate an interconnection agreement, either may petition a state commission for arbitration of unresolved issues between the 135th and 160th day from the date a request for negotiation was received. It is clear from the 1996 Act that FEWPB's petition must identify the issues resulting from the negotiations that are resolved, as well as those that are unresolved.⁷

⁶ 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 FEWPB 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.

⁷ See generally, 47 U.S.C. §§ 252(b)(2)(A) and 252 (b)(4).

Through the arbitration process, the state commission must resolve the unresolved issues ensuring that the requirements of §§251 and 252 of the Act are met. The obligations contained in those sections of the 1996 Act are the obligations that form the basis for negotiation and if negotiations are unsuccessful, they then form the basis for arbitration. Issues or topics not specifically related to these areas are outside the scope of an arbitration proceeding. Once the state commission provides guidance on the unresolved issues, the parties must incorporate those resolutions into a final agreement to be submitted to the state commission for approval.⁸

SPECIFIC RESPONSE

1. With regard to the allegations in the first grammatical paragraph of the Petition, BellSouth states that the Petition filed by the Frankfort Electric and Water Plant Board speaks for itself.

2. With regard to the allegations of the second and third grammatical paragraphs of the Petition under "I.," BellSouth states that the relevant sections of the Telecommunications Act speak for themselves.

3. With regard to the allegations of grammatical paragraph 4 on page 2 of the Petition, BellSouth admits that BellSouth and FEWPB have negotiated for a number of months and have reached agreement on all terms of the interconnection agreement,

⁸ 47 U.S.C. § 252(a).

other than that identified herein. BellSouth states that the issue of the legal authority of the FEWPB to enter into an interconnection agreement was raised approximately one year after negotiations commenced, as stated in Footnote #6, but BellSouth affirmatively states that the FEWPB, over a number of months of negotiation, did not object to the agreement language proposed by BellSouth, which included a number of provisions referencing the FEWPB's obtaining Commission certification as a CLEC. Further, BellSouth states affirmatively it was the FEWPB that only recently advised, after months of negotiation, it did not intend to be certified as a CLEC as required by the agreement under negotiation. With regard to the remainder of the allegations of grammatical paragraph 4, BellSouth is without knowledge or information sufficient to admit or deny those allegations and, therefore, denies the same.

4. With regard to the allegations of grammatical paragraph 5, BellSouth admits that the FEWPB is seeking the relief allegedly sought in grammatical paragraph 5 of the Petition.

5. With regard to the statements in the grammatical paragraph 6, II, "Designated Contacts", to the extent these statements or allegations call for an admission, BellSouth admits the allegations of that paragraph.

6. With regard to the allegations of paragraph 1 of "III" at page 3 of the complaint, BellSouth states on information and belief that it admits the first sentence of paragraph 1. With regard to the sentence 2 of paragraph 1, BellSouth states that KRS Chapters 58 and 96 speak for themselves. With regard to the allegations of the third sentence of paragraph 1, BellSouth states that it does not have knowledge or

information sufficient to admit or deny the allegations of that sentence and, therefore, denies the same.

7. With regard to the allegations of paragraph 2 of "III" at pages 3-4 of the complaint, BellSouth admits that it is the incumbent local exchange carrier within the traditional territory in which it has provided telephone service in Kentucky.

8. BellSouth admits the allegations in paragraphs 3 and 4 of the complaint.

9. With regard to the allegations of paragraph 5 of the complaint, BellSouth states that the provisions of the Telecommunications Act speak for themselves.

10. BellSouth admits the allegations of the first two sentences of paragraph 6 of the complaint. With regard to the allegations of the last sentence of paragraph 6, BellSouth states that the provisions of the Telecommunications Act speak for themselves.

11. With regard to the allegations of the first and second grammatical paragraphs of "IV. Arbitration Issue" at page 5, BellSouth admits that BellSouth and FEWPB have reached agreement on all issues except for the issues related to the FEWPB's authority to offer telecommunications services and whether the FEWPB must obtain Commission certification as a CLEC in order to enter into an interconnection agreement. BellSouth denies the remainder of the allegations of these two paragraphs of the petition.

12. With regard to the first grammatical paragraph of "V" on pages 5-6 of the petition, BellSouth states that the provisions of the Telecommunications Act and Kentucky Statutes and sections of the Kentucky Constitution speak for themselves.

BellSouth is without knowledge or information sufficient to admit or deny the remainder of the allegations of that paragraph of the petition.

13. With regard to the remaining allegations of the petition, BellSouth states that the legal authorities cited speak for themselves and that the legal arguments contained therein do not require an admission or denial, but to the extent an admission or denial is required, BellSouth denies those allegations. BellSouth specifically denies that it has violated any legal duties or that BellSouth belatedly raised the issue of the FEWPB's "standing."

14. All allegations of the arbitration petition not specifically admitted herein are denied.

UNRESOLVED ISSUES

The FEWPB 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 would be 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 is clear that the FEWPB is limited to providing only electric and water service.

The FEWPB'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.⁹ The primary grant of authority, KRS 96.175(2), merely empowers the FEWPB to "operate, maintain, improve and extend the *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. For example, 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 FEWPB'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 FEWPB's governing statute, KRS 96.171 to 96-188, also make clear that the FEWPB's authority is limited to the provision of electric and water service. See,

⁹ 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.

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) (FEWPB 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 (FEWPB 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).

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).¹⁰

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.¹¹

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.

Of course, there is a question of whether the provision of telecommunications services to the public for compensation is a public purpose¹² 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 Statutes constitutes "a comprehensive scheme of legislation on the same general subject."

¹⁰ 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.

¹¹ 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 . . .").

¹² 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).

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).

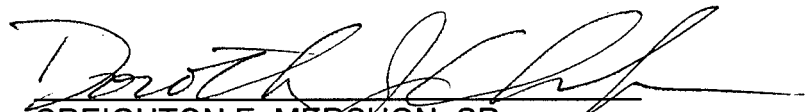
For the foregoing reasons, BellSouth maintains that there is, at a minimum, a good faith question as to whether the FEWPB is authorized to provide telecommunications services and, if so, whether the FEWPB must obtain Commission certification to be a CLEC. Moreover, to the extent that the FEWPB has filed this petition for arbitration pursuant to the Telecommunications Act and has stated its acceptance of BellSouth's terms and conditions for the interconnection agreement, there is a question of whether the FEWPB has acceded to the jurisdiction of the

Commission and by its actions, as described herein, if authorized to provide telecommunications services, is required to obtain Commission certification to be a CLEC.

BellSouth is in favor of competition and has reached agreement to connect with numerous CLECs. Moreover, 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. Because there is a question of whether the FEWPB is authorized to provide telecommunications services and, if so, whether the FEWPB can do so on terms different from those of the other CLECs with whom BellSouth has entered into interconnection agreements, those issues should be resolved by the Commission. Because the unresolved issues raised herein present legal, rather than factual questions, BellSouth suggests that a hearing is unnecessary. BellSouth further suggests establishment of a briefing schedule so that these issues might be appropriately considered and resolved.

WHEREFORE, BellSouth Telecommunications, Inc., requests that the Commission arbitrate this proceeding and grant the relief appropriate.

Respectfully submitted,



CREIGHTON E. MERSHON, SR.
DOROTHY J. CHAMBERS
601 West Chestnut Street, Room 407
P. O. Box 32410
Louisville, KY 40232
Telephone No.: (502) 582-8219

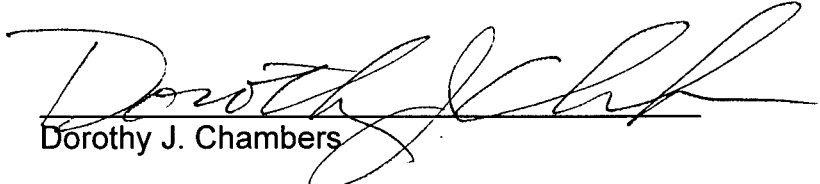
A. LANGLEY KITCHINGS
Suite 4300 - BellSouth Center
675 West Peachtree Street, N. W.
Atlanta, GA 30375
Telephone No.: (404) 335-0765

COUNSEL FOR BELL SOUTH
TELECOMMUNICATIONS, INC.

190136

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 December, 1999.


Dorothy J. Chambers

SERVICE LIST – PSC 99-443

Robert A. Bowman
222 West Main Street
Frankfort, KY 40601

John N. Hughes
124 West Todd Street
Frankfort, KY 40601



COMMONWEALTH OF KENTUCKY
PUBLIC SERVICE COMMISSION
730 SCHENKEL LANE
POST OFFICE BOX 615
FRANKFORT, KENTUCKY 40602
www.psc.state.ky.us
(502) 564-3940
Fax (502) 564-3460

Ronald B. McCloud, Secretary
Public Protection and
Regulation Cabinet

Paul E. Patton
Governor

Helen Helton
Executive Director
Public Service Commission

November 29, 1999

To: All parties of record

RE: Case No. 1999-443
BELLSOUTH TELECOMMUNICATIONS, INC.
(Interconnection Agreements) ARBITRATION WITH THE ELECTRIC
AND WATER PLANT BOARD OF THE CITY OF FRANKFORT

This letter is to acknowledge receipt of initial application in the above case. The application was date-stamped received November 24, 1999 and has been assigned Case No. 1999-443. In all future correspondence or filings in connection with this case, please reference the above case number.

If you need further assistance, please contact my staff at 502/564-3940.

Sincerely,
Stephanie Bell

Stephanie Bell
Secretary of the Commission

SB/jc



Robert A. Bowman
222 West Main Street
Frankfort, KY. 40601

Honorable John N. Hughes
Attorney at Law
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

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)
COMMUNICATIONS, INC.,)
PURSUANT TO SECTION 252(b) OF THE)
TELECOMMUNICATIONS ACT OF 1996)

RECEIVED
NOV 24 1999
PUBLIC SERVICE
COMMISSION

CASE NO. 99-443

PETITION FOR ARBITRATION

The Electric and Water Plant Board of the city of Frankfort, Kentucky (FEWPB) pursuant to Section 252(b) of the Communications Act of 1934 as amended, 47 U.S.C. Section 252(b), petitions 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 requests the Commission to find that BellSouth is required to execute the negotiated Interconnection Agreement and all of its terms as agreed by the parties. In support of its petition, FEWPB states:

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 have negotiated for a number of months and have reached agreement on all terms of the Interconnection Agreement. Only recently has 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 has not changed in the period of the negotiation nor has it changed since the inception of its telecommunication services. The FEWPB is a telecommunications carrier as defined by the Act and is entitled to execute an agreement with BellSouth.

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. DESIGNATED CONTACTS

All correspondence, notices, inquiries and orders regarding this petition should be forwarded to the following designated contacts for the FEWPB:

Robert A. Bowman
222 West Main Street
Frankfort, Kentucky 40601
(502) 227-7400

John N. Hughes
124 West Todd Street
Frankfort, Kentucky 40601
(502)227-7270

David Sandidge
Electric and Water Plant Board
of the city of Frankfort
317 West Second Street
Frankfort, Kentucky 40601

For BellSouth:

Patricia C. Wanner
Manager-Interconnection Services
BellSouth Interconnection Services
675 West Peachtree St. N.E.
Room 34P70
Atlanta, Georgia 30375

Parkie Jordan
BellSouth Telecommunications, Inc.
675 West Peachtree St. N.E.
Atlanta, GA 30375

III. STATEMENT OF FACTS

1. The FEWPB is a municipal corporation 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 58 and 96. It currently provides electric, water, cable and telecommunication services to Franklin and surrounding counties.

2. 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.

3. 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. The current extension of the negotiating period ends November 27, 1999. BellSouth and FEWPB have 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 purposes of these negotiations was to complete an interconnection agreement to allow the FEWPB to provide additional telecommunication services.

4. 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.

5. 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).

6. 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. Accordingly, because of the mutually agreed to extensions of the initial period, this Petition is filed within the times limit established by the Act.

IV. ARBITRATION ISSUE

The only unresolved issue presented to the Commission 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.

V. SUPPORTING AUTHORITY FOR FEWPB'S POSITION

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. 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.

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 recognized in an anti-trust context, that 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.

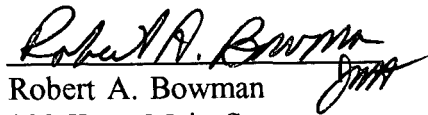
Section 251(a)(1) of the Act imposes the duty on all telecommunications carriers to interconnect with other carriers. BellSouth is violating that duty by taking upon itself the determination that the FEWPB is not a telecommunications carrier and that the grant of authority of the Kentucky constitution 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.

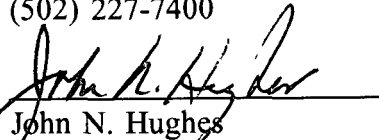
The FEWPB has attempted to resolve this matter by providing BellSouth with information about its telecommunications services and its legal authority to provide that service. It has acted in good faith for over fifteen months in an effort to resolve legitimate interconnection issues. Only as the negotiations were coming to a conclusion, did BellSouth raise the issue of standing. It has been aware of the operations of the FEWPB for many years and has had ongoing business dealings with it. BellSouth has not provided FEWPB with any authority supporting its position or any justification for its withholding the agreement because of the legal issue it has raised.

For these reasons, the FEWPB requests that the Commission require BellSouth to execute the interconnection agreement.

SUBMITTED BY:



Robert A. Bowman
222 West Main Street
Frankfort, Kentucky 40601
(502) 227-7400



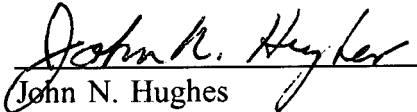
John N. Hughes
124 West Todd Street
Frankfort, Kentucky 40601
(502)227-7270
Attorneys for the Frankfort Electric
And Water Plant Board

CERTIFICATION OF SERVICE

I certify that on November 24, 1999, a copy of the Petition was served on the following by first class mail:

Patricia C. Wanner
Manager-Interconnection Services
BellSouth Interconnection Services
675 West Peachtree Street
Room 34P70
Atlanta, Georgia 30375

Parkie Jordan
BellSouth Telecommunications, Inc.
675 West Peachtree St. N.E.
Atlanta, GA 30375


John N. Hughes