

CASE

NUMBER:

99-498

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

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

Creighton.Mershon@BellSouth.com

Creighton E. Mershon, Sr.
General Counsel-Kentucky

502 582-8219
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May 19, 2000

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

RECEIVED

MAY 19 2000

PUBLIC SERVICE
COMMISSION

Re: Petition for Arbitration of BlueStar Networks, Inc.
with BellSouth Telecommunications, Inc. pursuant to the
Telecommunications Act of 1996

Dear Mr. Huelsmann:

Enclosed for filing in the above-referenced case are the
original and twelve (12) copies of the Supplemental Rebuttal
Testimony of W. Keith Milner and Ronald M. Pate.

Sincerely,

Creighton E. Mershon, Sr.
Creighton E. Mershon, Sr.

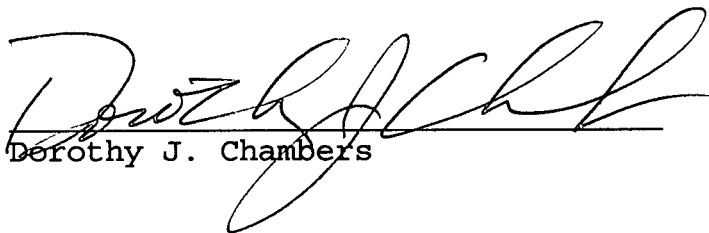
Enclosures

cc: Parties of Record

by
Dorothy J. Cho

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, this 19th day of May 2000.


Dorothy J. Chambers

SERVICE LIST - 99-498

Honorable Norton Cutler
Vice President Regulatory & General
Counsel

BlueStar Networks, Inc.
L & C Tower, 24th Floor
401 Church Street
Nashville, TN 37219

Hon. C. Kent Hatfield
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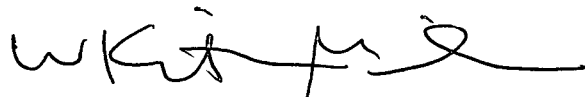
Honorable Michael B. Bressman
Associate General Counsel
BlueStar Networks
401 Church Street, 24th Floor
Nashville, TN 37219

Hon. Frank F. Chuppe
Hon. Kevin J. Hable
Wyatt, Tarrant & Combs
Citizens Plaza
Louisville, KY 40202

STATE OF GEORGIA
COUNTY OF FULTON

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

He is appearing as a witness before the Kentucky Public Service Commission in Case No. 99-498, Petition for Arbitration of BlueStar Networks, Inc. with BellSouth Telecommunications, Inc. pursuant to the Telecommunications Act of 1996, on behalf of BellSouth Telecommunications, Inc., and if present before the Commission and duly sworn, his rebuttal testimony would be set forth in the annexed testimony consisting of 10 pages and 0 exhibit(s).



W. Keith Milner

SWORN TO AND SUBSCRIBED BEFORE ME this
19th day of May, 2000.


NOTARY PUBLIC

MICHEALE F. HOLCOMB
Notary Public, Douglas County, Georgia
My Commission Expires November 3, 2001

1 BELL SOUTH TELECOMMUNICATIONS, INC.

2 SUPPLEMENTAL REBUTTAL TESTIMONY OF W. KEITH MILNER

3 BEFORE THE KENTUCKY PUBLIC SERVICE COMMISSION

4 CASE NO. 99-498

5 May 19, 2000

6

7 Q. PLEASE STATE YOUR NAME, ADDRESS, AND POSITION WITH
8 BELL SOUTH TELECOMMUNICATIONS, INC.

9

10 A. My name is W. Keith Milner. My business address is 675 West Peachtree
11 Street, Atlanta, Georgia 30375. I am Senior Director - Interconnection
12 Services for BellSouth Telecommunications, Inc. ("BellSouth"). I have
13 served in my present role since February 1996 and have been involved
14 with the management of certain issues related to local interconnection,
15 resale, and unbundling.

16

17 Q. ARE YOU THE SAME W. KEITH MILNER WHO EARLIER FILED
18 DIRECT AND REBUTTAL TESTIMONY IN THIS PROCEEDING?

19

20 A. Yes, I am.

21

22 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

23

24 A. I will provide supplemental rebuttal to parts of the further supplemental
25 testimonies of BlueStar witness Chuck Bowen filed by BlueStar Networks,

1 Inc. ("BlueStar") in this docket on approximately May 4 and May 12, 2000.
2 BellSouth witness Ronald Pate will file rebuttal to other parts of Mr.
3 Bowen's testimonies.
4

5 Q. ON PAGES 1-2 OF HIS MAY 4 TESTIMONY, MR. BOWEN CITES
6 ALLEGED PROVISIONING FAILURES AS A REASON TO INCLUDE
7 LIQUIDATED DAMAGES IN AN ARBITRATION AGREEMENT. HOW DO
8 YOU RESPOND?

9
10 A. Mr. Varner sets forth in his direct and rebuttal testimonies the reasons that
11 liquidated damages and expedited dispute resolutions are not appropriate
12 in an arbitration agreement. The alleged provisioning failures Mr. Bowen
13 discusses add nothing pertinent to these issues.

14
15 Q. IS "BELLSOUTH FAILING TO PROVIDE BLUESTAR LOOPS CAPABLE
16 OF PROVIDING ISDN DIGITAL SUBSCRIBER LINE (IDSL)
17 SERVICES..." AS ALLEGED BY MR. BOWEN ON PAGE 2 OF HIS MAY
18 4 SUPPLEMENTAL TESTIMONY?

19
20 A. No. BellSouth currently provides BlueStar with ISDN-capable UNE loops
21 that comply with the technical requirements set forth its current
22 interconnection agreement with BlueStar.

23
24 Q. IS BELLSOUTH "FAILING TO PROVISION NUMEROUS LOOP
25 ORDERS IN A TIMELY FASHION" AS ALLEGED BY MR. BOWEN ON

1 PAGE 2 OF HIS MAY 4 SUPPLEMENTAL TESTIMONY?

2

3 A. No. BellSouth is regularly processing the majority of BlueStar orders in a
4 timely fashion. BellSouth readily acknowledges that some orders have
5 not been worked on time; however, it is not reasonable to expect a 100%
6 on time rate.

7

8 Q. WHAT DOES BELLSOUTH BELIEVE IS THE SOURCE OF THE
9 PROBLEM ON THE ISDN ORDERS DISCUSSED BY MR. BOWEN ON
10 PAGE 2 OF HIS MAY 4 SUPPLEMENTAL TESTIMONY AND PAGE 6 OF
11 HIS MAY 12 SUPPLEMENTAL TESTIMONY.

12

13 A. BlueStar is ordering ISDN-capable loops, but then is attempting to provide
14 to its customers a service with different functionalities than ISDN;
15 therefore, problems arise. Specifically, BlueStar attempts to provision
16 ISDN Digital Subscriber Line (IDSL) service that operates at 144 kilobits
17 per second (KBPS) speed. A Basic Rate ISDN line (BRI) has three
18 distinct channels: two (2) "B" channels that can each operate at 64 KBPS
19 plus one (1) "D" channel that can operate at 16 KBPS. BlueStar attempts
20 to "bond" these three individual channels together in order to present what
21 appears to the user as a single 144 KBPS channel. In many cases, the
22 IDSL provisioned loops work because of specific types of loop equipment
23 installed in BellSouth's network. However, in a minority of cases, the
24 service BlueStar hopes to achieve does not work even though the ISDN-
25 capable loops are technically meeting design specifications.

1

2 Q. WHAT IS THE LONG TERM SOLUTION FOR THE ISDN/IDSL
3 CONFLICT?

4

5 A. BellSouth is currently developing a new UNE offering that will be called a
6 Universal Digital Carrier (UDC) UNE loop. It will, among other things,
7 operate at 144 KBPS and should otherwise permit BlueStar and other
8 CLECs to offer IDSL type services without difficulty. This offering should
9 be ready within a few weeks. When this service is available, CLECs
10 would likely no longer request ISDN-capable loops if their intent is to
11 provide an IDSL type service to their end user customers.

12

13 Q. HAS THE ISSUE OF CLECS UTILIZING ISDN-CAPABLE LOOPS FOR
14 IDSL SERVICE ARISEN IN ANY OTHER JURISDICTION?

15

16 A. Yes. Covad Communications Company (COVAD) filed a virtually identical
17 complaint against BellSouth with the Georgia Public Service Commission
18 in the fall of 1999. The complaint was heard by the Georgia Public
19 Service Commission in Docket No. 11650-U.

20

21 Q. WHAT WAS THE GEORGIA PUBLIC SERVICE COMMISSION'S
22 RULING IN THAT CASE?

23

24 A. In its order dated December 12, 1999, the Georgia Commission ruled as
25 follows:

1 "Under the Interconnection Agreement, Covad is entitled to
2 purchase ISDN loops. The majority of the ISDN loops are clearly
3 capable of providing Covad's IDSL service and Covad is entitled to
4 use these ISDN loops to provide its IDSL service. In some cases,
5 there are problems that are preventing Covad from providing its
6 IDSL service. If the ISDN loop is not capable of providing the IDSL
7 service because the loop does not meet the technical
8 requirements...then, under the Interconnection Agreement,
9 BellSouth is obligated to bring the loop into compliance with the
10 technical standards at the rate for the ISDN loop set forth in the
11 interconnection agreement. If the ISDN loop is not capable of
12 providing the IDSL service but the loop meets the technical
13 requirements, then BellSouth is not obligated to make the loop
14 capable of providing Covad's IDSL service..."[emphasis added].

15
16 "...if the problems were ultimately caused because Covad's use for
17 the loop required more work from BellSouth than the contract
18 required, then it would be unfair to make BellSouth bear that extra
19 cost."

20
21 Q. WHAT ACTION SHOULD THE KENTUCKY PUBLIC SERVICE
22 COMMISSION TAKE WITH REGARD TO THE PROVISIONING OF ISDN
23 LOOPS.

24
25 A. I do not believe any action is required by this Commission in this docket

1 because this subject is not properly before this Commission as one of the
2 unresolved issues in the proposed interconnection agreement between
3 the parties. BellSouth is working cooperatively with BlueStar on a daily
4 basis to resolve problems that may arise on particular orders for ISDN-
5 capable loops. Should BlueStar believe that BellSouth is not meeting the
6 terms of its existing Interconnection Agreement between the parties,
7 BlueStar should file a complaint with this Commission so that a factual
8 record can be developed upon which this Commission can render an
9 appropriate decision.

10

11 Q. AT THE BOTTOM OF PAGE 2 OF HIS MAY 4 TESTIMONY, MR.
12 BOWEN STATES "SPECIFICALLY, BELLSOUTH HAS FAILED TO
13 CORRECTLY PROVISION 66 OUT OF 92 ISDN LOOP ORDERS. THE
14 LOOPS ARE NOT CAPABLE OF PROVIDING ISDN SERVICE
15 BECAUSE THEY ARE MIS-OPTIONED IN THE SLCS OR ELSEWHERE
16 IN THE LOOP..." HE APPARENTLY REPEATS THIS SAME
17 COMPLAINT ON PAGE 6 OF HIS MAY 12 TESTIMONY BUT WITH
18 SLIGHTLY DIFFERENT NUMBERS. PLEASE COMMENT.

19

20 A. Regrettably, Mr. Bowen offers this Commission no factual evidence to
21 support his claim such as purchase order numbers, dates, location of
22 circuits ordered, and the like that I presume Mr. Bowen must have had in
23 his possession. Despite this lack of information, BellSouth attempted to
24 investigate Mr. Bowen's allegation. If I have correctly identified the group
25 of orders to which Mr. Bowen refers, Mr. Bowen has apparently been

1 misinformed about the nature of the option problem.

2

3 As background, there are a number of options (switches or settings) which
4 must be set depending upon the technical conditions of each loop, the
5 major consideration being the length of the loop. BlueStar supplied
6 BellSouth's UNE Maintenance Center with a list of 71 ISDN circuits across
7 BellSouth's nine-state region (only seven (7) of which were located in
8 Kentucky) that BlueStar reported as never having been worked. BellSouth
9 agreed to jointly work with BlueStar on these circuits in an orderly fashion.
10 BellSouth has opened, at the request of BlueStar, 71 trouble reports on 37
11 circuits.

12

13 The analysis of the trouble reports is as follows: 33 tickets were opened to
14 disable the Zero Bit Substitution (ZBS) option, at BlueStar's direction.
15 Disabling the ZBS option is not normally done, as it is not one of the
16 design parameters of an ISDN capable Loop. While BellSouth changed
17 this option at BlueStar's request, it is not fair to then attribute the
18 subsequent trouble report as attributable to a failure of the ISDN capable
19 loop. This is the same conclusion reached by the Georgia Public Service
20 Commission that I discussed earlier in this testimony. BlueStar's
21 incorrect use of this option is evidenced by BlueStar's request to BellSouth
22 that BellSouth change seven (7) circuits back to their original state and
23 BlueStar's admittance to the BellSouth maintenance team that the option
24 change did not correct BlueStar's problems. Eight (8) of the trouble tickets
25 were isolated to problems in Blues Star's equipment. Three (3) of the

1 trouble tickets were isolated to Customer Premise Equipment (CPE)
2 problems. Twelve (12) of the trouble tickets tested as "No Trouble
3 Found". Eight (8) of the trouble tickets were isolated to BellSouth central
4 office problems, and seven (7) of the trouble tickets were isolated to
5 BellSouth facility problems.

6
7 BellSouth has continued to work with BlueStar to resolve all
8 discrepancies. Many of the issues encountered will continue until
9 BlueStar can run ISDN acceptance tests with BellSouth. Acceptance
10 testing between BellSouth and any CLEC is an integral part of assuring
11 that a circuit will work from the CLEC's equipment to the Network
12 Interface.

13
14 In summary, of the trouble ticket activity, 58% of the trouble reports were
15 isolated to BlueStar equipment problems or to BlueStar's requests for
16 engineering changes to the circuits based on faulty assumptions by
17 BlueStar; 4% of the troubles were isolated to CPE; 17% of the trouble
18 reports tested as "No Trouble Found"; and only 21% of the trouble reports
19 were isolated to BellSouth network problems.

20
21 Q. ON PAGE 3 OF HIS MAY 4 TESTIMONY, MR. BOWEN COMPLAINS
22 ABOUT THE NUMBER OF ORDERS REQUIRING CLARIFICATION,
23 AND THEN STATES "MANY OF THE CLARIFICATIONS SOUGHT BY
24 BELLSOUTH ARE LUDICROUS AND INVOLVE FILLING IN FIELDS OR
25 RENUMBERING PAGES WHICH ANY BELLSOUTH CLERK COULD

1 PERFORM." [EMPHASIS ADDED.] HOW DO YOU RESPOND?

2

3 A. Apparently Mr. Bowen would have BellSouth perform the clerical work that
4 is correctly the responsibility of BlueStar. While some of the tasks Mr.
5 Bowen cites are seemingly simple, it is simply neither reasonable nor
6 practical to expect BellSouth's personnel to correct the clerical
7 shortcomings on hundreds of orders received from hundreds of CLECs on
8 a daily basis. Additionally, while many such tasks are seemingly simple,
9 they nonetheless may carry great weight, as is the case of the option
10 settings discussed previously.

11

12 Q. DOES BELLSOUTH HAVE AN INSUFFICIENT NUMBER OF PEOPLE
13 AT ITS COMPLEX SERVICES RESALE GROUP (CSRG), AS ALLEGED
14 BY MR. BOWEN ON PAGE 3 OF HIS MAY 4 TESTIMONY?

15

16 A. No. BellSouth is adequately staffed to meet its interconnection
17 responsibilities. However, BellSouth is not staffed to perform work for
18 which it is not responsible and for which CLECs are responsible,
19 particularly when BellSouth's personnel are called upon to resolve
20 problems resulting from CLEC attempts to use particular loops for services
21 for which they were not designed.

22

23 Q. HOW HAS BELLSOUTH RESPONDED TO THE UNUSUAL CHALLENGE
24 POSED BY THE NATURE OF BLUESTAR'S USE OF ISDN-CAPABLE
25 LOOPS.

1

2 A. BellSouth has been in almost continuous discussions with BlueStar
3 involving account teams, technical personnel, and management to both
4 sort out any process problems and to work through individual problems on
5 each loop encountering problems so that a minimum number of end user
6 customers are affected. Also, as discussed above, BellSouth pending
7 new offering of an UDC loop will provide BlueStar with a better means of
8 provisioning its IDSL service.

9

10 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

11

12 A. Yes.

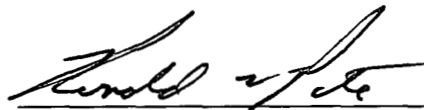
Date

STATE OF GEORGIA

COUNTY OF FULTON

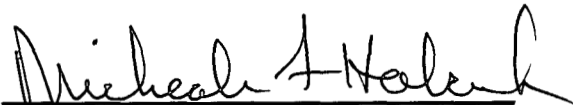
BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared Ronald M. Pate, Director, BellSouth Telecommunications, Inc., being by me first duly sworn deposed and said that:

He is appearing as a witness before the Kentucky Public Service Commission in Case No. 99-498, Petition for Arbitration of BlueStar Networks, Inc. with BellSouth Telecommunications, Inc. pursuant to the Telecommunications Act of 1996, on behalf of BellSouth Telecommunications, Inc., and if present before the Commission and duly sworn, his rebuttal testimony would be set forth in the annexed testimony consisting of 10 pages and 1 exhibit(s).



Ronald M. Pate

SWORN TO AND SUBSCRIBED BEFORE ME this
18th day of May, 2000.



NOTARY PUBLIC

MICHEALE F. HOLCOMB
Notary Public, Douglas County, Georgia
My Commission Expires November 3, 2001

1 **BELLSOUTH TELECOMMUNICATIONS, INC.**

2 **SUPPLEMENTAL REBUTTAL TESTIMONY OF RONALD M. PATE**

3 **BEFORE THE KENTUCKY PUBLIC SERVICE COMMISSION**

4 **DOCKET NO. 99-498**

5 **MAY 19, 2000**

6

7 Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH
8 TELECOMMUNICATIONS, INC., AND YOUR BUSINESS ADDRESS.

9

10 A. My name is Ronald M. Pate. I am employed by BellSouth Telecommunications,
11 Inc. ("BellSouth"), as a Director, Interconnection Services. In this position, I
12 handle certain issues related to local interconnection matters, primarily
13 operations support systems ("OSS"). My business address is 675 West
14 Peachtree Street, Atlanta, Georgia 30375.

15

16 Q. HAVE YOU PREVIOUSLY FILED TESTIMONY IN THIS DOCKET?

17

18 A. Yes. I filed direct testimony on March 8, 2000, and supplemental rebuttal
19 testimony on May 8, 2000.

20

21 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

22

1 A. The purpose of my testimony is to provide supplemental rebuttal testimony in
2 response to certain issues raised by Mr. Bowen in his further supplemental
3 testimony filed May 12, 2000. Other issues raised by Mr. Bowen are addressed
4 in the supplemental rebuttal testimony of BellSouth witness Mr. W. Keith Milner.
5

6 Q. ON PAGE 2, LINE 7, OF HIS TESTIMONY, MR. BOWEN STATES THAT
7 BLUESTAR AND BELL SOUTH "ENTERED INTO A RENEWAL OF THEIR
8 INTERCONNECTION AGREEMENT WHICH PROVIDED FOR A 12-DAY
9 INTERVAL BETWEEN RECEIPT OF AN ORDER FOR AN UNBUNDLED LOOP
10 AND INSTALLATION." PLEASE COMMENT.
11

12 A. Mr. Bowen would have this Commission believe that BellSouth's contractual
13 obligation is a 12-day interval commitment from order receipt to installation. He
14 has confused BellSouth's contractual obligation with the target service intervals
15 as noted in *BellSouth Products & Services Interval Guide for Interconnection*
16 *Services*. On page 3, line 20, of his testimony, Mr. Bowen states his "guide
17 provides that BellSouth will exert good faith efforts" to meet the target intervals.
18 BellSouth assigns targeted intervals for the provisioning of services based on the
19 complexity of the services requested. Every effort is made to accommodate
20 these targeted intervals. However, BellSouth cannot assign and BlueStar cannot
21 expect guaranteed intervals. The *BellSouth Products & Services Interval Guide*
22 *for Interconnection Services* established the same target intervals to be used for

1 all CLECs. Thus, it is the tool for parity among all CLEC's. The interval guide is
2 available on the BellSouth Interconnection Web site at:

3 <http://interconnection.bellsouth.com/guides/guidepdf/intl is2.pdf>.

4 The *BellSouth Products & Services Interval Guide for Interconnection Services* is
5 attached as Exhibit RMP-1. Section 5 of the guide applies to Unbundled Network
6 Elements ("UNEs"). The intervals specific to ADSL and Unbundled Copper
7 Loops are noted on page 18. For a quantity of one (1) to five (5) loops, the
8 targeted service interval is twelve (12) days, with an FOC interval of seven (7)
9 days.

10
11 Q. MR. BOWEN ALLEGES ON PAGE 4 OF HIS TESTIMONY THAT "BELLSOUTH
12 CANNOT EVEN ACCEPT E-MAIL ORDERS FROM BLUESTAR." PLEASE
13 COMMENT.

14
15 A. Mr. Bowen makes reference to submitting orders for local services via e-mails
16 using a PDF file format. While PDF files are a printable format standard for
17 businesses to communicate on documentation, they come in many different
18 formats, and are not acceptable for ordering local service from BellSouth.
19 BellSouth follows the associated transaction formats specified in Local Service
20 Ordering Guidelines ("LSOG") that are developed by the Ordering and Billing
21 Forum ("OBF"), a subcommittee of the Alliance for Telecommunications Industry
22 Solutions ("ATIS") -- the primary body addressing industry standards and
23 guidelines for the submission of Local Service Requests ("LSR"). These

1 guidelines govern the format for ordering local service. They are intended to
2 enhance the efficiency and effectiveness of the interaction between business
3 partners (for example, BellSouth and the CLEC) in the telecommunications
4 industry. BlueStar cannot expect to submit LSR's to order local services via such
5 a non-standard method. Such use would be prone to errors and would be
6 administratively burdensome.

7
8 Q. ON PAGE 2, LINE 19, OF HIS TESTIMONY, MR. BOWEN STATES THAT
9 "BELLSOUTH THREATENED TO REJECT 600 ORDERS DUE TO A POORLY
10 ANNOUNCED CHANGE TO A PREVIOUSLY UNREQUIRED FIELD ON THE
11 LSR." PLEASE COMMENT.

12
13 A. First, BellSouth is unaware of any threat to reject 600 orders. Second, BellSouth
14 had not made any poorly announced changes. All Carrier Notifications are
15 through and promptly communicated via the BellSouth web site
16 (<http://www.interconnection.bellsouth.com/guides/guides.html>). Unfortunately,
17 Mr. Bowen makes this allegation without providing any information as to when
18 these orders were placed, the location in question, or any other information that
19 would allow an investigation to determine whether the alleged problem really
20 exists. Mr. Bowen would provide more specific information to support his
21 allegations, BellSouth would be glad to further investigate.

22

1 Q. ON PAGE 2, LINE 16, OF HIS TESTIMONY, MR. BOWEN STATES THAT
2 "MANY OF THE DAYS IN THE INTERVALS ARE CONSUMED BY USELESS
3 PAPER PUSHING OR MAKING BLUESTAR CORRECT ERRORS IN FIELDS
4 OF THE ORDER FORM THAT SIMPLY DO NOT MATTER." PLEASE
5 COMMENT.

6
7 A. BellSouth processes over 250,000 LSRs per month. Such a volume oriented
8 production environment necessitates the complete and accurate submissions of
9 LSRs from CLECs to order services. It cannot be expected that BellSouth would
10 sustain the expense and associated administrative burden to correct errors of
11 CLECs such as BlueStar. BellSouth expends a tremendous amount of time and
12 money to train its representatives in the complex tasks associated with CLECs'
13 ordering services. BlueStar is required to make that same investment in their
14 personnel in ensure complete and accurate order submissions. If an order is
15 submitted correctly the first time, there will be no need for the order to be
16 returned to clarifications due to errors and omissions or for any other associated
17 delays in order processing.

18
19 Q. ON PAGE 5, LINE 3, OF HIS TESTIMONY, MR. BOWEN CLAIMS THAT
20 BELL SOUTH COULD "CORRECT MOST ADDRESSES ON ITS OWN" FOR
21 BLUESTAR ORDERS WHERE THE ADDRESS IS INVALID. PLEASE
22 COMMENT.

23

1 A. Mr. Bowen's statement is without logic and reason. How can a BellSouth
2 representative be expected to know the correct address for BlueStar's end-user?
3 BlueStar is responsible for conducting all the appropriate pre-ordering functions
4 to submit a complete and accurate order. Address validation is a basic core
5 function. If BlueStar submits an order for an end-user customer located in an
6 apartment complex and neglects to put the apartment number, the BellSouth
7 representative simply cannot know in which apartment the BlueStar customer
8 resides.

9
10 Even in those limited circumstances in which BellSouth could guess as to what
11 the incorrect information was intended to be, BlueStar's suggestion that
12 BellSouth should be required to make such a guess is unreasonable. This is
13 analogous to a business paying its bills by check for services rendered but
14 leaving the amount on the check blank. The concept would be that the vendor
15 knows how much is owed so he can fill in the amount on the check. Obviously,
16 to do such would not be a sound business practice for any prudent individual.

17
18 Q. HAS BELLSOUTH MET WITH BULESTAR ON THEIR LSR SUBMISSIONS?
19

20 A. Yes. BellSouth has met with BlueStar personnel in an effort to improve the
21 accuracy of BlueStar's LSRs. BellSouth extracted approximately 43 LSRs in
22 Kentucky in the month of April 2000 that were returned to BlueStar to provide
23 additional and/or correct information. The extraction provided detailed

1 information, including the PON numbers, to whom at BlueStar it was returned for
2 correction, the request type, the version numbers, the supplemental ("SUPP")
3 LSR number, the activity type, the BellSouth group, the date received, the date
4 returned for corrections, the number of times returned for corrections, and the
5 FOC date. Specific fields and reasons for returning the order for clarifications
6 were also discussed. For example, on PON LSVLAP 10786, the street address
7 for the end user was not valid; on PON LSVLBR 0027R, the BAN field was not
8 valid, and on PON LSVLAP 0030RA, the incorrect NC code for an unbundled
9 copper loop was entered.

10
11 Many of BlueStar's orders that were returned for errors and omissions were the
12 result of the simple need to change the version number , when resubmitting the
13 LSR, to the next higher version. This is necessary for the BellSouth systems to
14 recognize the resubmission as one correcting a previously submitted request
15 which contained errors and omissions. If a revised version number is not used,
16 BellSouth has no choice but to once again return the LSR to BlueStar for
17 correction. BellSouth and BlueStar also discussed the requirement for the
18 Miscellaneous Account Number for the ordering of SL2 and UCL unbundled
19 network elements, as well as other required fields that continue to be incorrect
20 and/or missing.

21

1 Q. ON PAGE 4, LINE 20, OF HIS TESTIMONY, MR. BOWEN STATES
2 "BLUESTAR DOES NOT HAVE ACCESS TO A CUSTOMER'S COMPLETE
3 RECORD IN THE BELL SOUTH SYSTEM VIA LENS." PLEASE COMMENT.
4

5 A. I am puzzled by Mr. Bowen's remark. The Local Exchange Navigation System
6 ("LENS") is a user-friendly web-based graphical user interface ("GUI") that
7 provides CLECs access to the same functionality and databases used by
8 BellSouth for pre-ordering. As an example, CLECs with proper authorization can
9 access the Customer Service Records ("CSR") for an end-user. Additionally, the
10 CLEC can perform address violations -- a major source of concern resulting in
11 the return for correction (clarification) of LSR's discussed earlier.
12

13 Q. ON PAGE 4 OF HIS TESTIMONY, MR. BOWEN ALLEGES THAT "BLUESTAR
14 HAD SENT OVER 1,000 ORDERS TO BELL SOUTH FOR WHICH IT HAD NOT
15 RETURNED A FOC." PLEASE COMMENT.
16

17 A. First, I am perplexed by Mr. Bowen's statement that BlueStar has submitted over
18 1,000 orders to BellSouth. BellSouth's records reflect only about one-third of that
19 amount of orders for non-mechanized UNEs submitted by BlueStar over the past
20 four months (January - April 2000) for the state of Kentucky. Secondly, FOCs
21 cannot be returned on LSRs lacking complete information; such orders must first
22 be returned (clarified) to BlueStar for correction and resubmission. As discussed

1 below, a high percentage of BlueStar's LSRs are returned due to errors and
2 omissions.

3
4 Q. HAVE YOU REVIEWED THE PERFORMANCE MESAUREMENTS RESULTS
5 SPECIFIC TO BLUESTAR?

6
7 A. Yes. I have personally reviewed data specific to BlueStar from the Performance
8 Measurement Reports for UNE non-mechanized LSRs and dispatched
9 appointments for the period January - April 2000 on the number of LSRs
10 submitted, the FOC timeliness, the Total Order Cycle Time, and the Missed
11 Appointments Dispatch. The data clearly reflects a figure of LSR submissions for
12 short of what is discussed in Mr. Bowen's testimony. the data also reflect a
13 rejection rate (clarification) of BlueStar's LSRs in a range from 19% to 25%.
14 While this percentage is still high enough to be concerned about the ability of
15 BlueStar's personnel to submit accurate and complete orders, it is a far cry less
16 than the 80% claimed by Mr. Bowen on page 4 of his testimony. Additionally,
17 BlueStar's rejection rate is better than the CLEC community as a whole
18 compared with Kentucky state-specific results and the overall BellSouth region
19 results. However, once a complete and accurate order is received, the FOC
20 timeliness reflects 96% to 100% being processed within 48 hours. With the
21 exception of the past two months, the average Total Order Cycle Time reflects a
22 12-day interval, exclusive of the service inquire, which was better than Kentucky
23 state-specific results for all CLECs and the BellSouth region results for all

1 CLECs. For the months of March and April, BlueStar's results are within
2 consistent levels with the Kentucky state-specific and BellSouth region results.
3 With regard to missed appointments, BellSouth's records reflect missed UNE
4 design dispatch appointments for Kentucky consistent with Kentucky dispatch
5 missed appointments for three of the four months reviewed. For these three
6 months, BlueStar's UNE design dispatched missed appointments results were
7 better than the BellSouth retail results for missed dispatch appointments for the
8 state of Kentucky.

9
10 Q. WHAT CONCLUSIONS CAN BE MADE FROM YOUR REVIEW?

11
12 A. The only conclusion one can deduce is that BellSouth's Performance
13 Measurement Reports paint a different picture from the one BlueStar presents. I
14 can only speculate that the difference in BlueStar's allegations and the results
15 actually reported monthly per the BellSouth Performance Measurement Reports
16 is due to BlueStar not using the same definition and calculation process that
17 BellSouth has meticulously developed and documented. BellSouth's
18 Performance Measurement Reports have been developed under the scrutiny of
19 regulatory proceedings with input from numerous CLECs.

20
21 Q. DOES THIS CONCLUDE YOUR SUPPLEMENTAL REBUTTAL TESTIMONY?

22
23 A. Yes.

Exhibit RMP - 1

BellSouth Products & Services Interval Guide

Network & Carrier Services

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July, 1998 - December, 1999

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Introduction

Purpose

The purpose of the BellSouth Products & Services Interval Guide is to provide initial target intervals for the provisioning of Complex Resale Services, Simple Resale Services, Unbundled Network Element (UNE) Services, and Number Portability.

These target intervals may be used when placing firm service order requests, or for general planning purposes. BellSouth will make every effort to accommodate service requests utilizing these intervals. As with all service provisioning requests, these target intervals assume an error free request, normal working conditions including safety, load, weather, and availability of equipment and facilities. Due dates will be provided via the Firm Order Confirmation (FOC) process for each individual order.

Refer to the Resale Ordering Matrix contained in the BellSouth Ordering Guide for CLECs found at to determine if the order should be sent to the LCSC or the Account Team.

The day the order is received by BellSouth, either LCSC or Account Team, is considered the start of the interval process. The Targeted Service Interval in this guide includes the FOC Interval, and the Service Inquiry Interval, if applicable. LSR's returned to a CLEC for clarification may result in an extended or revised FOC Interval or Targeted Service Interval.

For convenience in viewing or printing this guide, go to the On-Line CLEC Customer Guides page at and click on "Download Guides" before viewing or printing the guide. Downloading prior to viewing or printing the guide will cause the table headers to be displayed at the top of each screen or printed page. If you choose to download guides for easy viewing and printing, the Alphabetical Product Index links will not work. Links work only if on-line navigation method selected from On-line CLEC Customer Guides page.

The following is an example of interval considerations:

EXAMPLE: Request for 1 Local Exchange Line addition:

- CLEC places request with LCSC on Monday for the addition of one Local Exchange Line (Residence) at end user location.
- LCSC receives request Monday at 10:00 A.M.
- LCSC creates a service order and sends FOC Wednesday at 9:00 A.M.
- Line is installed at end user location Friday.

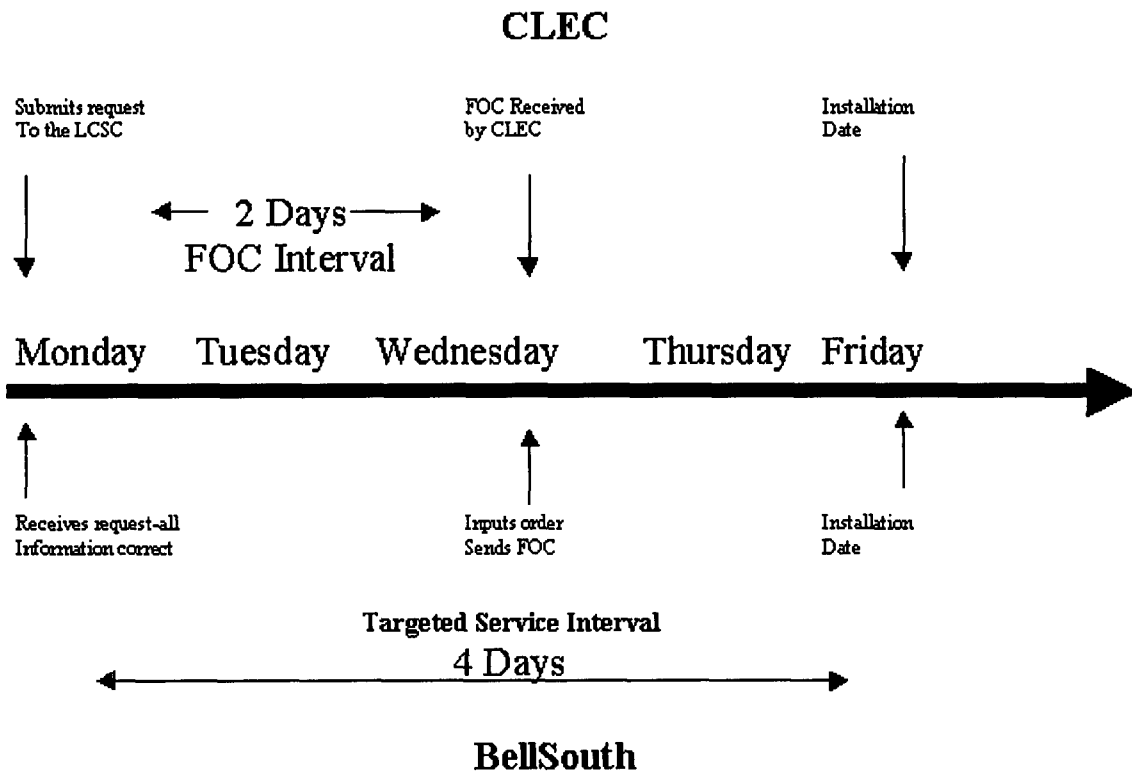


Figure 1 Interval Considerations Example

Version Information

Table A Revision History

Chapter	Action Request #	Date/Issue	Description
All	N/A	December, 1999 / 2b	General Update and Revision
All	N/A	January, 1999 / 2	General Update and Revision

1. Summary of Changes

1.1 Summary of Changes

Following is a summary of changes included in this guide:

- UNE-Interoffice Transport:
 - Changed the product name from Interoffice DS0 to Dedicated Interoffice DS0
 - Changed the product name from Interoffice DS1 to Dedicated Interoffice DS1
 - Changed the product name from Interoffice DS3 to Dedicated Interoffice DS3
 - Changed the product name from Dedicated 2 Wire Voice Grade to Dedicated Interoffice 2 Wire Voice Grade
 - Changed the product name from Dedicated 4 Wire Voice Grade to Dedicated Interoffice 4 Wire Voice Grade
 - Changed the product name from Local Channel Dedicated DS1 to Dedicated Local Channel DS1
 - Changed the product name from Interoffice Transport Analog Line Grade to Dedicated Voice Grade
 - Added new product Dedicated Local Channel DS3
 - Increased FOC Interval to include service inquiry time of 7 days and adjusted Targeted Service Interval accordingly for Dedicated Interoffice DS3
- UNE-Increased FOC Interval to include service inquiry time of 5 days and adjusted Targeted Service Interval accordingly for:
 - ADSL 2 Wire UNE
 - HDSL 2 Wire & 4 Wire UNE
 - Unbundled Copper Loop
 - Unbundled Loop Concentration (ULC) System
 - ULC Loop Interfaces
- UNE-Changed intervals to Negotiated for Unbundled Network Terminating Wire
- UNE-Changed intervals to Negotiated for the following products still under development:
 - Unbundled Sub-Loop Distribution
 - Unbundled Sub-Loop Concentration
- UNE-Removed the following:
 - Hunting (feature-not product)
 - Switching Functionality (part of port-cannot be ordered separately)
 - Unbundled Local Usage (part of port-cannot be ordered separately)
- Simple Resale Services-Changed line quantity for:

- Local Exchange Lines
- Independent Payphone Providers
- LNP-DID Number Blocks-Removed Note 2

2. Alphabetical Product Index

2.1 Alphabetical Product Index

BellSouth product list sorted alphabetically with links to the appropriate interval table. Simply double click on the product to hyperlink to the correct table. (Link works only if on-line navigation method selected from On-line CLEC Customer Guides page. If you choose to download guides for easy viewing and printing links will not work).

- Access to 800 Database
- Access to Databases
- Access to Line Information Database
- Accupulse®
- ADSL 2 wire asymmetrical digital subscriber line loop
- Area Plus
- Area Plus with Complete Choice
- Call Block
- Call Forwarding Variable
- Call Return
- Call Selector
- Call Tracing
- Call Waiting
- Call Waiting Deluxe
- Caller ID
- CCS7 Signaling Transport Service
- Centrex additions
- Collocation
- Complete Choice
- Customized Call Routing
- Dark Fiber Interoffice Transport
- Dedicated Transport
 - Interoffice DS0
 - Interoffice DS1
 - Interoffice DS3
 - Interoffice 2 wire voice grade
 - Interoffice 4 wire voice grade
 - Local Channel DS1

- Local Channel DS3
- Direct Access to DA Service
- Direct Inward Dial (DID)
 - Interim Number Portability
 - Local Number Portability Number Blocks
 - Trunk Lines
- Directory Assistance
 - Access Service
 - Call Completion
 - Database Service
 - Number Services Intercept
 - Transport
- E-911/SALI
- Enhanced Caller ID
- Essx additions
- FCO/FX
- FlexServ®
- Foreign Central Office (FCO)
- Foreign Exchange (FX)
- Frame Relay
- HDSL 2 wire & 4 wire high bit rate digital subscriber line loop
- Hunting For Local Resale Lines
- Independent Payphone Provider
- Integrated Package
- Interim Number Portability
- Interoffice Transport
- Inward Operator Services
- ISDN
 - BRI
 - PRI
 - Local Number Portability
 - BRI
 - PRI
 - 2 wire digital line side port
 - 4 wire digital line side port
- LightGate®

- Line Features for Local Exchange Lines
- Local Exchange Line
 - Business (Flat, Message, Measured)
 - Residence (Flat, Message, Measured)
- Local Number Portability
- MegaLink®
 - Channelized
 - Non-channelized
- MegaLink Plus®
- MemoryCall®
- Message Telephone Service
- MultiServ®/MultiServ Plus®
- Network Interface Device (NID)
 - NID
 - NID to NID cross connect
 - For local exchange line usage
- Network Terminating Wire
- NID
- NID to NID Cross Connect
- NMLI
- Number Portability
- Off Prem Stations
- Open AIN (OAIN)
- Operator Call Processing
- Optional Calling Plan
- PBX Trunks (Flat, Message, Measured)
- Physical Collocation
- Point to Point Analog Data Circuit
- Preferred Call Forwarding
- Private Branch Exchange (PBX)
- Remote Access to Call Forwarding
- Remote Call Forwarding
 - For Interim Number Portability
 - For Local Exchange Line
- Repeat Dialing
- RingMaster®

- RIPH-Route Index Hubbing
- SmartPath®
- SmartRing®
- Speed Calling
- Sub Loops (outside plant)
 - Loop Concentration
 - Loop Feeder
- SynchroNet®
- Tie Lines
- Touchtone for Local Exchange Lines
- ULC Loop Interfaces
- Unbundled
 - Access to OSS
 - Copper Loop
 - Local Switching
 - Loop Concentration (ULC) System
 - Loops
 - Network Elements
 - Network Terminating Wire
 - Sub-loop Concentration
 - Sub-loop Distribution
- Virtual Collocation
- WATS
- 2 Wire Analog DID Trunk Port Unbundled Local Switching
- 2 Wire Analog Line Port
- 2 Wire Analog Voice Grade Designed Loop
- 2 Wire Analog Voice Grade Non-designed Loop
- 2 Wire ISDN Digital Line Side Port Unbundled Local Switching
- 2 Wire ISDN Digital Loop
- 3-Way Calling
- 4 Wire 56 or 64 Kbps Digital Loop
- 4 Wire Analog Voice Grade Loop
- 4 Wire DS1 & PRI Digital Loop
- 4 Wire ISDN DS1 Digital Trunk Port Unbundled Local Switching

3. Complex Resale Services

3.1 Complex Resale Services

The Complex Resale Services Interval Table consists of the following Terms and Definitions:

Term	Definition
Product	BellSouth product.
Quantity	Number of lines, trunks, circuits, or points.
FOC Interval	The number of days from receipt of request to Firm Order Confirmation (FOC).
Targeted Service Interval	The number of days from receipt of request to completion of order.
FOC Interval Switch-As-Is	The number of days from receipt of request to FOC for Switch-As-Is orders.
Targeted Service Interval Switch-As-Is	The number of days from receipt of request to completion of order for Switch-As-Is requests.

Table B Complex Resale Services Interval Table

Product	Quantity	Targeted Service Interval Switch-As-Is	Targeted Service Interval	FOC Interval Switch-As-Is	FOC Interval
AccuPulse®*		3 days + 1 for each additional circuit	15 days + 1 for each additional circuit	2 days	9 days
Essx (additions)*	1-3 lines	4 days	4 days	2 days	2 days
	4-9 lines	5 days	7 days	2 days	2 days
	10-24 lines*	7 days	7 days	3 days	3 days
	25+ lines*	7 days + 1 for each additional line	7 days + 1 for each additional line	5 days	5 days
BellSouth Centrex new*		N/A	Negotiated	N/A	Negotiated
BellSouth Centrex additions	1-10 lines	5 days	7 days	3 days	4 days

- continued -

Table B Complex Resale Services Interval Table (continued)

Product	Quantity	Targeted Service Interval Switch-As-Is	Targeted Service Interval	FOC Interval Switch-As-Is	FOC Interval
	11-24 lines	5 days	10 days	4 days	5 days
	25+ lines	7 days	Negotiated	5 days	Negotiated
Direct Inward Dial (DID)*	1-8 trunks	3 days	16 days	2 days	10 days
	9-16 trunks	4 days	20 days	3 days	11 days
	17-24 trunks	5 days	23 days	4 days	11 days
	25+ trunks*	5 days + 1 for each additional 10 trunks	23 days + 1 for each additional trunk	4 days	11 days
E-911/SALI*		Negotiated	Negotiated 12-18 months	Negotiated	Negotiated
FlexServ® *	1-8 circuits*	3 days	25 days	2 days	11 days
	9+ circuits*	5 days + 1 for each additional 4 circuits	25 days + 2 for each additional 4 circuits	3 days	11 days
Frame Relay (note 4)	1-14 circuits*	3 days	15 days	2 days	6 days
	15+ circuits*	3 days	22 days + 1 for each additional circuit	2 days	13 days
ISDN/BRI	1-4 circuits*	3 days	16 days	2 days	7 days
	5+ circuits*	4 days + 1 for each additional circuit	16 days + 1 for each additional circuit	3 days	7 days
ISDN/PRI	1-4 circuits*	5 days	25 days	3 days	11 days
	5+ circuits*	5 days + 1 for each additional circuit	25 days + 1 for each additional circuit	3 days	12 days
LightGate® new	Any quantity with or w/o DSO's*	N/A	Negotiated	N/A	Negotiated
LightGate® additions	1-4 MegaLink® on LightGate®*	3 days	16 days	2 days	10 days

- continued -

Table B Complex Resale Services Interval Table (continued)

Product	Quantity	Targeted Service Interval Switch-As-Is	Targeted Service Interval	FOC Interval Switch-As-Is	FOC Interval
	5+ MegaLink® on LightGate®*	3 days + 1 for each additional 4 circuits	16 days + 1 for each additional 4 circuits	3 days	10 days
MegaLink® non channelized	1-4 circuits	3 days	10 days	2 days	4 days
	5+ circuits*	3 days + 1 for each additional 4 circuits	14 days + 1 for each additional circuit	2 days	8 days
MegaLink® channelized	1-4 circuits*	5 days	16 days	3 days	10 days
	5+ circuits*	5 days + 1 for each additional 4 circuits	16 days + 1 for each additional 4 circuits	3 days	10 days
MegaLink Plus® (note 2)	1-4 circuits*	3 days	Negotiated	2 days	Negotiated
	5+ circuits*	3 days + 1 for each additional 4 circuits	Negotiated	2 days	Negotiated
MultiServ®/ MultiServ Plus® new*		N/A	Negotiated	N/A	Negotiated
MultiServ®/ MultiServ Plus® additions	1-10 lines	5 days	7 days	3 days	4 days
	11-25 lines	5 days	10 days	4 days	5 days
	25+ lines	7 days	Negotiated	5 days	Negotiated
NMLI	1-8 circuits*	5 days	Negotiated	4 days	Negotiated
	9+ circuits*	5 days + 1 for each additional circuit	Negotiated	4 days	Negotiated
Off-prem stations	1-8 circuits	3 days	9 days	2 days	3 days
	9-16 circuits	3 days	12 days	2 days	3 days
	17-25 circuits	4 days	15 days	3 days	3 days

- continued -

Table B Complex Resale Services Interval Table (continued)

Product	Quantity	Targeted Service Interval Switch-As-Is	Targeted Service Interval	FOC Interval Switch-As-Is	FOC Interval
	25+ circuits	5 days + 1 for each additional 10 circuits	21 days + 1 for each additional 4 circuits	3 days	9 days
SMARTPath®		7 days	Negotiated	5 days	Negotiated
SMARTRing®		7 days	Negotiated	5 days	Negotiated
SynchroNet® point-to-point	1-8 points	3 days	9 days	2 days	3 days
	9+ points*	3 days + 1 for each additional 4 points	16 days + 2 for each additional 4 points	3 days	8 days
SynchroNet® multipoint	3-5 points	3 days	17 days	2 days	4 days
	6-8 points	3 days	19 days	2 days	4 days
	9+ points*	4 days + 1 for each additional 3 points	25 days + 2 for each additional 4 points	3 days	10 days
FCO/FX	1-8 circuits	3 days	9 days	2 days	3 days
	9-16 circuits	3 days	12 days	2 days	3 days
	17-24 circuits	4 days	15 days	3 days	3 days
	25+ circuits*	4 days + 1 for each additional 10 circuits	21 days + 1 for each additional circuit	3 days	9 days
Tie lines	1-8 circuits	3 days	9 days	2 days	3 days
	9-16 circuits	3 days	12 days	2 days	3 days
	17-24 circuits	4 days	15 days	3 days	3 days
	25+ circuits*	4 days + 1 for each additional 10 circuits	21 days + 1 for each additional circuit	3 days	9 days
WATS	1-8 circuits	3 days	9 days	2 days	3 days
	9-16 circuits	3 days	12 days	2 days	3 days
	17-24 circuits	4 days	15 days	3 days	3 days

- continued -

Table B Complex Resale Services Interval Table (continued)

Product	Quantity	Targeted Service Interval Switch-As-Is	Targeted Service Interval	FOC Interval Switch-As-Is	FOC Interval
	25+ circuits*	4 days + 1 for each additional 10 circuits	21 days + 1 for each additional circuit	3 days	9 days
Point to point analog data	3-5 points	3 days	16 days	2 days	3 days
	6-8 points	3 days	18 days	2 days	3 days
	9+ points*	4 days + 1 for each additional circuit	24 days + 1 for each additional circuit	3 days	9 days

Notes:

1. *=Service Inquiry Required.
2. MegaLink Plus® intervals should be considered on an individual case basis since fiber facilities are required to provision this service.
3. FlexServ® intervals should include additional network circuits associated with the FlexServ® service.
4. Independent telephone companies/Interexchange carriers carry their own established interval guidelines, where applicable.
5. Negotiated=The BellSouth Project Manager will negotiate with the New Service Provider, for all targeted intervals.

4. Simple Resale Services

4.1 Simple Resale Services

The Simple Resale Services Interval Table consists of the following Terms and Definitions:

Term	Definition
Product	BellSouth product.
Quantity	Number of lines, trunks or circuits, or account level activity.
Targeted Service Interval-Switch-As-Is	The number of days from receipt of request to completion of order.
Targeted Service Interval For Retail/Resale New or Existing Account, and Resale Switch With Changes	The number of days from receipt of request to completion of order.
FOC Interval	The number of days from receipt of request to Firm Order Confirmation (FOC).

Table C Simple Resale Services Interval Table

Product	Quantity	Targeted Service Interval Switch-As-Is	Targeted Service Interval For Retail/Resale New or Existing Account And Resale Switch With Changes	FOC Interval
Call Waiting Deluxe	per account	Use Local Exchange Line interval	4 days	2 days
Caller ID	per account	Use Local Exchange Line interval	4 days	2 days
Enhanced Caller ID	per account	Use Local Exchange Line interval	4 days	2 days
Independent Payphone Provider (per location)	1-5 lines	2 days	5 days	2 days
	6+ lines	3 days	Negotiated	Negotiated

- continued -

Table C Simple Resale Services Interval Table (continued)

Product	Quantity	Targeted Service Interval Switch-As-Is	Targeted Service Interval For Retail/Resale New or Existing Account And Resale Switch With Changes	FOC Interval
Line features (Note 1)	per account	Use Local Exchange Line interval	Use Local Exchange Line interval	2 days
Local Exchange Line (Flat/Message/ Measured) Residence	1 line	2 days	No dispatch=2; Dispatch =4	2 days
	2 lines	2 days	4 days	2 days
	3-5 lines	2 days	7 days	2 days
	6-10 lines	2 days	9 days	2 days
	11-24 lines	3 days	12 days	2 days
	25+ lines	4 days	Negotiated	2 days
Local Exchange Line (Flat/Message/ Measured) Business	1 line	2 days	No dispatch=2; Dispatch =4	2 days
	2 lines	2 days	4 days	2 days
	3-5 lines	2 days	7 days	2 days
	6-10 lines	2 days	9 days	2 days
	11-24 lines	3 days	12 days	2 days
	25+ lines	4 days	Negotiated	2 days
MemoryCall®	per account	Use Local Exchange Line interval	4 days	2 days
Optional Calling Plan	per account	Use Local Exchange Line interval	3 days	2 days
PBX Trunks (Flat/Message/ Measured)	1-5 Trunks	3 days	7 days	2 days
	6-10 Trunks	4 days	10 days	3 days

- continued -

Table C Simple Resale Services Interval Table (continued)

Product	Quantity	Targeted Service Interval Switch-As-Is	Targeted Service Interval For Retail/Resale New or Existing Account And Resale Switch With Changes	FOC Interval
	11+ Trunks	5 days	Negotiated	Negotiated
RingMaster®	per account	Use Local Exchange Line interval	3 days	2 days

Note: Notes:

1. Line features are central office work only (no dispatch or engineering required). Some of the line features include: Area Plus, Call Waiting, Speed Calling, Call Forwarding Variable, Remote Access to Call Forwarding, 3-Way Calling, Hunting, Integrated Package, Area Plus with Complete Choice, Complete Choice, Message Telephone Service (MTS), Call Return, Call Selector, Call Tracing, Call Block, Repeat Dialing, Preferred Call Forwarding, Touchtone.
2. Negotiated=BellSouth will negotiate with the New Service Provider, for all targeted intervals.

5. Unbundled Network Elements

5.1 Unbundled Network Elements

The Unbundled Network Elements Interval Table consists of the following Terms and Definitions:

Term	Definition
Product	BellSouth Product
Quantity	Number of lines, trunks, circuits, or points
Targeted Service Interval	The number of days from receipt of request to completion of order
FOC Interval	The number of days from receipt of request to Firm Order Confirmation (FOC)

Table D UNE Interval Table

Product	Quantity	Targeted Service Interval	FOC Interval
Unbundled Loops			
2 Wire analog voice grade loop non-designed (SL1)	1-5	7 days	2 days
	6-14	10 days	3 days
	15+	Negotiated	Negotiated
2 Wire analog voice grade loop designed (SL2)	1-5	7 days	2 days
	6-14	10 days	3 days
	15+	Negotiated	Negotiated
4 Wire analog voice grade loop	1-5	7 days	2 days
	6-14	10 days	3 days
	15+	Negotiated	Negotiated
4 Wire DS1 & PRI digital loop	1-5	7 days	2 days
	6-14	10 days	3 days
	15+	Negotiated	Negotiated

- continued -

Table D UNE Interval Table (continued)

Product	Quantity	Targeted Service Interval	FOC Interval
2 Wire ISDN digital loop	1-5	7 days	2 days
	6-14	10 days	2 days
	15+	Negotiated	Negotiated
4 Wire 56 OR 64 Kbps digital loop	1-5	7 days	2 days
	6-14	10 days	3 days
	15+	Negotiated	Negotiated
ADSL-2 Wire asymmetrical digital subscriber line loop*	1-5	12 days	7 days
	6-13	15 days	8 days
	14+	Negotiated	Negotiated
HDSL-2 Wire & 4 Wire high bit rate digital subscriber line loop*	1-5	12 days	7 days
	6-13	15 days	8 days
	14+	Negotiated	Negotiated
Unbundled Copper Loop*	1-5	12 days	7 days
	6-13	15 days	8 days
	14+	Negotiated	Negotiated
Unbundled Network Terminating Wire*		Negotiated	Negotiated
Loop Concentration (inside plant)			
Unbundled Loop Concentration (ULC) System*	1	95 days	20 days
ULC Loop Interfaces*	1	12 days	7 days
Sub Loops (outside plant)			
Unbundled Sub-loop Distribution* (Note 3)	1	Negotiated	Negotiated

- continued -

Table D UNE Interval Table (continued)

Product	Quantity	Targeted Service Interval	FOC Interval
Unbundled Sub-loop Concentration *(dependent upon equipment and right of way (Note 3))	1	Negotiated	Negotiated
Network Interface Device (NID)			
NID to NID cross connect	1-14	7 days	2 days
	15+	Negotiated	Negotiated
NID	1-14	7 days	2 days
	15+	Negotiated	Negotiated
Open AIN (OAIN)			
OAIN tool kit*	1	45 days	10 days
OAIN service management system*	1	45 days	10 days
CCS7 Signaling Transport Service			
A-Link signaling	1	60 days	12 days
D-Link signaling	1	60 days	12 days
STP-signaling transfer point	1	60 days	12 days
Interoffice Transport			
Dedicated Voice Grade (Note 3)	1	30 days	7 days
Dedicated interoffice DS0 (Note 3)	1	30 days	7 days
Dedicated interoffice DS1	1	30 days	7 days
Dedicated interoffice DS3*	1	37 days	14 days
Dedicated interoffice 2 wire voice grade (Note 3)	1	30 days	7 days
Dedicated interoffice 4 wire voice grade (Note 3)	1	30 days	7 days
Dedicated local channel DS1	1	30 days	7 days
Dedicated local channel DS3*	1	37 days	14 days

- continued -

Table D UNE Interval Table (continued)

Product	Quantity	Targeted Service Interval	FOC Interval
Dark fiber	1	Negotiated	Negotiated
O/S and D/A UNEs			
Operator call processing-OPCH, FACH, BLV, EI,ECT	1	30 days	7 days
Operator call processing-facility based OPCH, FACH, ECT	1	30 days	7 days
Operator call processing-facility based BLV, EI	1	30 days	7 days
Inward operator services	1	30 days	7 days
Directory assistance access service (DAAS)	1	30 days	7 days
Directory assistance call completion (DACC)	1	30 days	7 days
Directory assistance number services intercept (DANSI)	1	30 days	7 days
Directory assistance transport	1	30 days	7 days
Directory assistance database service (DADS)	1	30 days	7 days
Direct access to DA service (DADAS)	1	30 days	7 days
Customized Call Routing (selective routing-LCC)			
1-5 LCC	1-5	30 days	7 days
6-25 LCC	6-25	60 days	15 days
>25 LCC	25+	Negotiated	Negotiated
Unbundled Local Switching			
2 Wire analog line port	1-10	3 days	2 days
	11-25	4 days	2 days
	25+	Negotiated	Negotiated
2 Wire analog DID trunk port	1-10	5 days	2 days

- continued -

Table D UNE Interval Table (continued)

Product	Quantity	Targeted Service Interval	FOC Interval
	11-25	6 days	2 days
	25+	Negotiated	Negotiated
2 Wire ISDN digital line side port	1-10	5 days	2 days
	11-25	6 days	2 days
	25+	Negotiated	Negotiated
4 Wire ISDN DS1 digital trunk port	1-10	5 days	2 days
	11-25	6 days	2 days
	25+	Negotiated	Negotiated
Unbundled Access to OSS			
Preorder*	1	30 days	N/A
Order/ Provisioning*	1	30 days	N/A
Maintenance/ Repair*	1	30 days	N/A
Access to Databases			
800 database	1	10 days	3 days
Line information database (LIDB)	1	60 days	7 days
Physical Collocation			
Application Accepted or Denied		10 Business days	N/A
Application Response	1-5	30 Business days	N/A
	6-10	36 Business days	N/A
	11-14	42 Business days	N/A
	15+	Negotiated project	N/A
Ordinary provisioning	1-5	90 Business days (Florida 90 Calendar days)	N/A
	6+	Negotiated project	N/A

- continued -

Table D UNE Interval Table (continued)

Product	Quantity	Targeted Service Interval	FOC Interval
Extraordinary provisioning	1-5	130 Business days	N/A
	6+	Negotiated project	N/A
Virtual Collocation			
Application Accepted or Denied		10 Business days	N/A
Application	1-5	20 Business days	NA
	6-10	26 days	NA
	11-14	32 days	
	15+	Negotiated project	
Ordinary provisioning	1-5	50 Business days (Florida 60 Calendar days)	NA
	6+	Negotiated project	NA
Extraordinary provisioning	1-5	75 Business days	NA
	6+	Negotiated project	NA

Notes:

1. *=Service Inquiry required. Service Inquiry interval included in Targeted Service Interval and FOC Interval
2. NA=Not applicable
3. Product under development
4. Negotiated=The BellSouth Project Manager will negotiate with the New Service Provider, for all targeted intervals

6. Number Portability

6.1 Local Number Portability

The Number Portability Interval Guide is used for porting telephone number(s) only. If the porting request includes loops see Unbundled Network Elements (UNE) interval table and use the interval in this table, or the UNE table, whichever is longest.

The Number Portability Interval Table consists of the following Terms and Definitions:

Term	Definition
Product	BellSouth Product
Quantity	Numbers, or number blocks
Targeted Service Interval	The number of days from receipt of request to completion of order
FOC Interval	The number of days from receipt of request to Firm Order Confirmation (FOC)
Full Migration	Port all telephone numbers on end user account
Partial Migration	Port some telephone numbers, leave some telephone numbers, and/or disconnect some telephone numbers

Product	Quantity	Targeted Service Interval	FOC Interval
Full Migration			
Simple Resale/Retail Services	1-50 numbers	5 days	2 days
	51+ numbers	Negotiated	Negotiated
Complex Resale/Retail Services, including:			
LNP porting of number(s) only:			
1. Centrex/MultiServ	1-50 numbers	5 days	2 days
	51+ numbers	Negotiated	Negotiated
2. ISDN BRI (Non-designed)	1-50 numbers	5 days	2 days

- continued -

- continued -

	51+ numbers	Negotiated	Negotiated
3. ISDN BRI (Designed)	1-50 numbers	7 days	2 days
	51+ numbers	Negotiated	Negotiated
4. ISDN PRI(Non-designed)	1-50 numbers	5 days	2 days
	51+ numbers	Negotiated	Negotiated
5. ISDN PRI (Designed)	1-50 numbers	7 days	2 days
	51+ numbers	Negotiated	Negotiated
6. DID Number Blocks			
Complete initial block of 20 numbers	1 block	7 days	2 days
Complete initial block of 20 numbers PLUS one additional block of 20 numbers	2 blocks	7 days	2 days
Complete initial block of 20 numbers PLUS two or more additional blocks of 20 numbers	3+ blocks	Negotiated	Negotiated
Partial Migration			
Simple Resale/Retail Services	1-50 numbers	5 days	2 days
	51+ numbers	Negotiated	Negotiated
Complex Resale/Retail Services, including:			
LNP porting of number(s) only (Note 1)			
1. Centrex/MultiServ	1-50 numbers	5 days	2 days
	51+ numbers	Negotiated	Negotiated
2. ISDN BRI (Non-designed)	1-50 numbers	5 days	2 days
	51+ numbers	Negotiated	Negotiated
3. ISDN BRI (Designed)	1-50 numbers	7 days	2 days

- continued -

- continued -

	51+ numbers	Negotiated	Negotiated
4. ISDN PRI (Non-designed)	1-50 numbers	5 days	2 days
	51+ numbers	Negotiated	Negotiated
5. ISDN PRI (Designed)	1-50 numbers	7 days	2 days
	51+ numbers	Negotiated	Negotiated
6. DID Number Blocks			
Partial initial block of 20 numbers	1-19 Numbers	Negotiated	Negotiated
Partial additional block of 20 numbers	1-19 Numbers	Negotiated	Negotiated
Complete additional block of 20 numbers	1-2 blocks	5 days	2 days
	3+ blocks	Negotiated	Negotiated

Notes:

- Intervals are for telephone number porting only. If existing service re-arrangement is needed see Complex Resale Services interval table.
- Negotiated=The BellSouth Project Manager will negotiate with the New Service Provider, for all targeted intervals.

6.2 Interim Number Portability**Table E Interim Number Portability**

Product	Quantity	Targeted Service Interval	FOC Interval
Interim Number Portability			
RCF-Remote call forwarding	1-25 Numbers	5 days (7 days Complex Services)	2 days
	26-50 Numbers	7 days	2 days
	51+ Numbers	Negotiated	Negotiated

- continued -

Table E Interim Number Portability (continued)

DID-Direct Inward Dial-Initial request-trunk group to be established	Initial	30 days	7 days
DID-Direct Inward Dial-Subsequent request-trunk group in place	1-100 Numbers	5 days	2 days
	100+ Numbers	Negotiated	Negotiated
RIPH-Route Index Hubbing	1-25 Numbers	Negotiated	Negotiated
	26-50 Numbers	Negotiated	Negotiated
	51+ Numbers	Negotiated	Negotiated

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Creighton E. Mershon, Sr.
General Counsel-Kentucky

502 582-8219
Fax 502 582-1573

May 17, 2000

RECEIVED

MAY 18 2000

PUBLIC SERVICE
COMMISSION

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

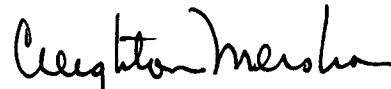
Re: Petition for Arbitration of BlueStar Networks, Inc. with
BellSouth Telecommunications, Inc. pursuant to the
Telecommunications Act of 1996
PSC 99-498

Dear Mr. Huelsmann:

Enclosed for filing in the above-captioned case are the original
and ten (10) copies of the following:

1. An Amendment dated February 29, 2000, to the Interconnection Agreement along with a diskette containing the Amendment.
2. A diskette containing the March 30, 2000, Stipulation and Amendment which were filed with the Commission on March 31, 2000.
3. An Interim Amendment dated April 25, 2000, regarding Ordering Splitters along with a diskette containing the Amendment.
4. An Amendment dated May 4, 2000, relating to Disaster Recovery Plan along with a diskette containing the Amendment.

Sincerely,


Creighton E. Mershon, Sr.

Attachments

cc: Parties of Record (w/o disks)

212961

ATTACHMENT TO TRANSMITTAL LETTER

The Amendment entered into by and between BlueStar Networks, Inc. and BellSouth Telecommunications, Inc., dated February 28, 2000, for the state(s) of Florida, Georgia, Kentucky and Tennessee consists of the following:

ITEM	NO. PAGES
Amendment	3
Total	3

03/02/00

**AMENDMENT TO THE
AGREEMENT BETWEEN
BLUESTAR NETWORKS, INC.
AND BELL SOUTH TELECOMMUNICATIONS, INC.
DATED DECEMBER 28, 1999
(Florida, Georgia, Kentucky and Tennessee)**

Pursuant to this Amendment, BlueStar Networks, Inc. ("BlueStar") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to individually as a "Party" or collectively as the "Parties," hereby amend that certain Interconnection Agreement between the Parties dated December 28, 1999 (the "Interconnection Agreement").

WHEREAS, the Parties entered into an Interconnection Agreement on December 28, 1999; and

WHEREAS, the Parties desire to amend that Interconnection Agreement.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Interconnection Agreement entered into between the Parties is hereby amended to delete Section 2.1.7 of Attachment 2 in its entirety and replace it with new Section 2.1.7 of Attachment 2 as follows:

2.1.7 Where facilities are available, BellSouth will install loops within the time interval listed in the Product and Service Interval Guide Issue 2-b, December 1999 posted on the BellSouth web site and incorporated herein by this reference. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for SI process is included in the intervals listed in the guide. For expedite requests by BlueStar, expedite charges will apply for intervals less than 5 days. The charges outlined in BellSouth's FCC #1 Tariff, Section 5.1.1 will apply. If BlueStar cancels an order for network elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC #1 Tariff, Section. 5.4.

2. Attachment 6 of the Interconnection Agreement entered into between the Parties is hereby amended to include a new Section 2.4.1 as follows:

2.4.1 Pursuant to the Appendix A of the document entitled, "Operational Understanding between BellSouth Maintenance Centers and CLEC

Maintenance Centers for Local Services," BlueStar may request escalations for repair services for any customer.

3. The General Terms and Conditions of the Interconnection Agreement entered into between the Parties in Florida and Georgia is hereby amended to delete Section 12 of the Interconnection Agreement in its entirety and replace it with new Section 12 as follows:

12. Resolution of Disputes

The Parties agree that it is in their interest to resolve disputes arising under this contract in an expedited manner. To expedite resolution of disputes, such as access to collocations or provisioning, the Parties agree to form an Intercompany Board. Each Party will designate one person (and one alternative person in case the primary designee is unavailable) with sufficient authority to resolve disputes quickly. If a dispute arises that is not being resolved quickly in the ordinary course, a Party's designee shall contact the other Party's designee. The two will then work together to resolve the dispute within 2 business days. If the dispute cannot be resolved within the 2 business days, either Party may file a Petition or Complaint with the Commission for a resolution of the dispute.

4. Attachment 6 of the Interconnection Agreement entered into between the Parties, is hereby amended to incorporate a new Section 2.7 as follows:

BellSouth has set a target of 3Q00 as the date by which its EDI and TAG interfaces will support xDSL services.

5. Attachment 2 of the Interconnection Agreement entered into between the Parties is hereby amended to include a new Section 2.1.16 as follows:

2.1.16 BellSouth shall provide BlueStar with non-discriminatory access to the loop qualification information that is available to BellSouth, so that BlueStar can make an independent judgment about whether the loop is capable of supporting the advanced services equipment that BlueStar intends to install. Loop qualification information is defined as information, such as the composition of the loop material, including but not limited to: fiber optics or copper, the existence, location and type of any electronic and other equipment on the loop, including but not limited to, digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices, disturbers in the same or adjacent binder groups; the loop length, including the length and location of each type of transmission media; the wire gauge(s) of the loop; and the electrical parameters of the loop, which may determine the suitability of the loop for various technologies.

BellSouth shall make such information available to BlueStar in accordance with the FCC's UNE Remand Order. BellSouth is developing an electronic interface to its Loop Facility Assignment Control System ("LFACS") with a targeted date of third quarter 2000 for implementation. BlueStar currently has electronic access to BellSouth's Loop Qualification System (LQS).

6. This Amendment shall have an effective date of February 28, 2000.

7. All other provisions of the Interconnection Agreement dated December 28, 1999 shall remain in full force and effect.

8. Either or both of the Parties shall submit this Amendment to the appropriate Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to the Interconnection Agreement be executed by their respective duly authorized representatives on the date indicated below.

BlueStar Networks, Inc.

BellSouth Telecommunications, Inc.

By: Morton Cutler
Name: Morton Cutler
Title: VP Regulatory & General Counsel
Date: 2/29/00

By: Jerry Hendrix
Name: Jerry Hendrix
Title: Senior Director
Date: 2/28/00

ATTACHMENT TO TRANSMITTAL LETTER

The Amendment entered into by and between BlueStar Networks, Inc. and BellSouth Telecommunications, Inc., dated April 25, 2000, for the states of Florida, Georgia, Kentucky and Tennessee consists of the following:

ITEM	NO. PAGES
Amendment	3
Total	3

04/26/00

**INTERIM AMENDMENT
TO THE
INTERCONNECTION AGREEMENTS BETWEEN
BLUESTAR NETWORKS, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
APRIL 25, 2000**

Pursuant to this Interim Amendment (the "Interim Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and BlueStar Networks, Inc. ("CLEC"), hereinafter referred to collectively as the "Parties," hereby agree to amend those certain Interconnection Agreements between the Parties dated December 7, 1999 (Alabama, Louisiana, Mississippi, and South Carolina), December 28, 1999 (Florida, Georgia, Kentucky, and Tennessee), and August 20, 1999 (North Carolina) (collectively, the "Interconnection Agreement").

WHEREAS, the Federal Communications Commission issued In the Matters of Deployment of Wireline Services Offering Advanced Telecommunications Capability and Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket Nos. 98-147 and 96-98, Third Report and Order in CC Docket 98-147 and Fourth Report and Order in CC Docket No. 96-98, (Rel. Dec. 9, 1999) (hereafter the "Line Sharing Order");

WHEREAS, the Line Sharing Order requires BellSouth to provide competitive local exchange carriers access to the High Frequency Loop Spectrum as an unbundled network element ("High Frequency Loop Spectrum") throughout the BellSouth region no later than June 6, 2000; and

WHEREAS, CLEC has expressed a desire in purchasing the High Frequency Loop Spectrum when it becomes available.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BellSouth and CLEC hereby agree as follows:

- 1.0 BellSouth will, upon CLEC's request, provide CLEC the ability to order splitters to be used in connection with BellSouth's full commercial implementation of the FCC's Line Sharing Order. Splitters to be deployed in all states in BellSouth's region may be ordered upon execution of this Interim Amendment.
- 2.0 CLEC will bear its pro rata share of the costs associated with such splitters ordered in conjunction with full commercial implementation of the FCC's Line Sharing Order. Such costs will be addressed in the final Amendment to the Interconnection Agreement relating to BellSouth's providing CLEC with access to the High Frequency Loop Spectrum ("High Frequency Spectrum Amendment").
- 3.0 The following conditions shall apply to the purchase of splitters:

- 3.1 Initially, BellSouth will select, purchase, install, and maintain a central office POTS splitter and permit CLEC to interconnect to data ports on the splitter. CLEC shall thereafter purchase ports on the splitter as set forth more fully below.
- 3.2 BellSouth will install the splitter in (i) a common area close to the CLEC collocation area, if possible; or (ii) in a BellSouth relay rack as close to the CLEC DS0 termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified CLEC DS0 at such time that a CLEC end user's service is established.
- 3.3 CLEC may only order splitter ports in increments of twenty-four (24) or ninety-six (96) ports.
- 3.4 BellSouth will begin accepting orders for access to the High Frequency Spectrum only upon execution of a final Amendment to the Interconnection Agreement presently being negotiated by the Parties. Upon execution of said amendment, BellSouth will begin accepting orders on or after June 6, 2000.
- 4.0 All terms and conditions of this Interim Amendment shall be superseded in their entirety by the High Frequency Spectrum Amendment.
- 5.0 This Interim Amendment shall not modify the existing Interconnection Agreement between the Parties, including the rates stated therein, except as expressly stated herein.
- 6.0 All other provisions of the Interconnection Agreement, together with all amendments in effect as of the date of execution of this Amendment, shall remain in full force and effect.
- 7.0 Either or both of the Parties is authorized to submit this Amendment to the appropriate Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.
- 8.0 The Parties agree that the prices reflected 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, including the Federal Communications Commission (hereinafter "Commission"). Under the "true-up" process, the 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, CLEC shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to CLEC. 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 such differences shall be resolved through the dispute resolution procedures specified in section 11 of the General Terms & Conditions of the Interconnection Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives on the date indicated below.

BlueStar Networks, Inc.

Norton Cutler
Authorized Signature
Norton Cutler
Print or Type Name
VP Regulatory + General Counsel
Print or Type Name

Title
4/25/00
Date

BellSouth Telecommunications, Inc.

Jerry D. Hendrix
Authorized Signature
Jerry D. Hendrix
Print or Type Name
Sr. Director
Print or Type Name

Title
4/25/00
Date

ATTACHMENT TO TRANSMITTAL LETTER

The Amendment entered into by and between BlueStar Networks, Inc. and BellSouth Telecommunications, Inc., dated May 4, 2000, for the states of Florida, Georgia, Kentucky and Tennessee consists of the following:

ITEM	NO. PAGES
Amendment	1
Exhibit A	11
Total	12

05/04/00

**AMENDMENT
TO THE
AGREEMENT BETWEEN
BLUESTAR NETWORKS, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED DECEMBER 28, 1999**

Pursuant to this Agreement, (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and BlueStar Networks, Inc. ("BlueStar"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated December 28, 1999 ("Agreement").

WHEREAS, BellSouth and BlueStar entered into an Interconnection Agreement on December 28, 1999, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Agreement entered into between BellSouth and BlueStar is hereby amended to include a new Attachment 11 – Disaster Recovery attached hereto as Exhibit A.
2. All of the other provisions of the Agreement, dated December 28, 1999, shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BlueStar Networks, Inc.

By: Norton Cutler

Name: Norton Cutler

Title: V.P. Regulatory & General Counsel

Date: 5-3-00

BellSouth Telecommunications, Inc.

By: Jerry Hendrix

Name: Jerry Hendrix

Title: Senior Director

Date: 5/4/00

EXHIBIT A

**Attachment 11
BellSouth Disaster Recovery Plan**

2000
BELLSOUTH
DISASTER RECOVERY PLANNING
For
CLECS

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1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only; BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire & life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
4. Mercury and other regulated compounds resident in telephone equipment.
5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Colonnade Building in Birmingham, Alabama. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involve with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available; leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of who's equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 BELLSOUTH OUTAGE

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the

completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police and other emergency agencies; and
- e) Begin restoring service to CLECs and other customers.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in section 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police and other emergency agencies;
- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)
- g) Begin restoring service to CLECs and other customers.

5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service for Hospitals, Police and other emergency agencies; and
- e) Restoring service to CLECs and other customers. If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

7.0 ACRONYMS

- CO - Central Office (BellSouth)
- DS3 - Facility that carries 28 T1s (672 circuits)
- ECC - Emergency Control Center (BellSouth)
- CLEC - Competitive Local Exchange Carrier
- NMC - Network Management Center
- SWC - Serving Wire Center (BellSouth switch)
- T1 - Facility that carries 24 circuits

Hurricane Information

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout BellSouth Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

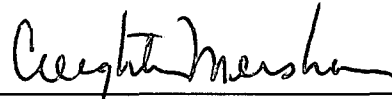
Hurricane-related information can also be found on line at http://www.interconnection.bellsouth.com/network/disaster/dis_resp.htm. Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to <http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm>.

BST Disaster Management Plan

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

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, this 17th day of May 2000.



Creighton E. Mershon, Sr.

SERVICE LIST - PSC 99-498

Honorable Norton Cutler
Vice President Regulatory & General
Counsel
BlueStar Networks, Inc.
L & C Tower, 24th Floor
401 Church Street
Nashville, TN 37219

Hon. C. Kent Hatfield
Hon. Henry S. Alford
Middleton & Reutlinger
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Honorable Henry Walker
Counsel for BlueStar
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Nashville, TN 37219

Honorable Michael B. Bressman
Associate General Counsel
Bluestar Networks
401 Church Street, 24th Floor
Nashville, TN. 37219

Hon. Frank F. Chuppe
Hon. Kevin J. Hable
Wyatt, Tarrant & Combs
Citizens Plaza
Louisville, KY 40202



COMMONWEALTH OF KENTUCKY
PUBLIC SERVICE COMMISSION
211 SOWER BOULEVARD
POST OFFICE BOX 615
FRANKFORT, KY. 40602
(502) 564-3940

May 16, 2000

To: All parties of record

RE: Case No. 1999-498

We enclose one attested copy of the Commission's Order in
the above case.

Sincerely,

Stephanie J. Bell
Stephanie Bell
Secretary of the Commission

SB/sh
Enclosure

Honorable Norton Cutler
Vice President Regulatory & General
Counsel
BlueStar Networks, Inc.
L & C Tower, 24th Floor
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Honorable C. Kent Hatfield
Honorable Henry S. Alford
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Honorable Michael B. Bressman
Associate General Counsel
Bluestar Networks
401 Church Street, 24th Floor
Nashville, TN 37219

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

THE INTERCONNECTION AGREEMENT)
NEGOTIATIONS BETWEEN BLUESTAR)
NETWORKS, INC. AND BELL SOUTH) CASE NO. 99-498
TELECOMMUNICATIONS, INC. PURSUANT)
TO THE TELECOMMUNICATIONS ACT OF 1996)

O R D E R

This matter is before the Commission upon the joint motion of the parties, BlueStar Networks, Inc. ("BlueStar") and BellSouth Telecommunications, Inc. ("BellSouth") to cancel the hearing scheduled herein and to adopt the procedural and briefing schedule set out in the motion. There were four issues (Issues 5, 14, 15, and 16) to be considered at hearing. Early in the afternoon of May 9, 2000, Commission Staff received by facsimile an amendment to the interconnection agreement between the parties that was jointly signed by the parties and that resolved Issue 5. In addition, Commission Staff received a separate amendment that resolved Issue 16. The parties agreed to brief Issues 14 and 15 to the Commission. The Commission and Commission Staff were advised that there was no necessity for the hearing.

Late in the afternoon of the same day, Commission Staff received by facsimile the joint motion of the parties supporting the facts above, and setting out a suggested procedural and briefing schedule. To accommodate the suggested schedule, the parties agreed to move the Commission's deadline for the issuance of a final Order in this matter from June 12, 2000 to July 7, 2000.

The Commission, having been sufficiently advised, HEREBY ORDERS that:

1. The joint motion of the parties is granted.
2. As there is no necessity to conduct a hearing because of the joint filings of the parties (amendments of Issues 5 and 16, and brief of Issues 14 and 15), the formal hearing in this matter is cancelled.
3. By agreement and request of the parties, the deadline for the issuance of a final Order herein is extended to July 7, 2000.
4. As to Issues 14 and 15, to be resolved by Commission decision, the following schedule is established:
 - a. BlueStar's filing of the updated direct testimony of Chuck Bowen is due by May 12, 2000.
 - b. BellSouth's response to Chuck Bowen's testimony is due by May 19, 2000.
 - c. Parties' simultaneous briefs are due on June 2, 2000.
 - d. Parties' simultaneous reply briefs are due by June 9, 2000.

Done at Frankfort, Kentucky, this 16th day of May, 2000.

By the Commission

ATTEST:


Executive Director

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

In Re:)
Petition for Arbitration of Bluestar) Case No. 99-498
Networks, Inc. with BellSouth)
Telecommunications, Inc. Pursuant)
To the Telecommunications Act)
of 1996)

MAY 12 2000
PUBLIC SERVICE
COMMISSION

**BLUESTAR NETWORKS, INC.'S RESPONSE TO BELLSOUTH
TELECOMMUNICATIONS, INC.'S MOTION TO STRIKE, OR, IN THE
ALTERNATIVE, FOR LEAVE TO RESPOND AND TO BELLSOUTH'S MOTION TO
FILE SUPPLEMENTAL TESTIMONY OF RONALD PATE**

BellSouth Telecommunications, Inc. (BellSouth) has move to filed supplemental testimony of Ronald Pate and has moved to strike, or, in the alternative, to respond to the supplemental testimony of Chuck Bowen filed on May 4, 2000. Although BlueStar Networks, Inc. (BlueStar) has no objection to Mr. Pate filing supplemental testimony, it believes that the need for the testimony has been mooted by the parties' agreement to settle Issue 5 of the arbitration, the issue addressed by Mr. Pate's testimony. As to BellSouth's Motion to Strike, BlueStar believes that this motion is inconsistent with the Joint Motion to Cancel Hearing and Adopt Procedural Schedule, which the parties entered into on May 9, 2000. That Joint Motion clearly contemplates and permits BlueStar to file supplemental testimony to which BellSouth will have an opportunity to respond. Therefore, BlueStar urges the Commission to deny the Motion to Strike and instead to grant BellSouth's Motion for Leave to Respond.

On May 4, 2000, BlueStar filed Further Supplemental Testimony of Chuck Bowen. BlueStar has informed the Commission Staff and BellSouth at the May 2, 2000 Informal Conference in this arbitration that BlueStar would be filing this testimony. BlueStar indicated that the information in the testimony is relevant to Issues 14 and 15 of this proceeding.

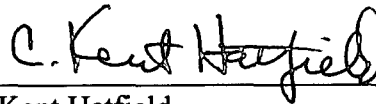
BellSouth's main objection in its Motion to Strike is that it would not have an opportunity to rebut the testimony. This objection is no longer an issue.

In the Joint Motion, the parties stated that "[w]ith regard to issues 14 and 15, BlueStar has filed the Further Supplemental Testimony of Chuck Bowen setting forth provisioning problems relevant to issues 14 and 15, which BlueStar will further update by May 12, 2000. BellSouth agrees to respond to this filing by May 19, 2000. The parties ask the Commission to resolve issues 14 and 15 without a hearing, on the basis of the written testimony filed and the briefs." BellSouth now will have the opportunity to respond to Mr. Bowen's supplemental testimony filed on May 4th and May 12th.

Conclusion

The Commission should deny BellSouth's Motion to Strike Mr. Bowen's May 4th testimony and grant BellSouth's Motion for Leave to Respond, consistent with the parties' Joint Motion. The Commission should also rule that Mr. Pate's Supplemental Testimony is moot because the parties have agreed to resolve Issue 5.

Respectfully submitted,



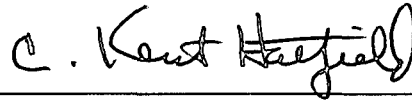
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(615) 346-6660

C. Kent Hatfield
Henry S. Alford
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Louisville, Kentucky 40202
(502) 584-1135

COUNSEL FOR BLUESTAR NETWORKS, INC.

CERTIFICATE OF SERVICE

A copy of the foregoing was served this 12th day of May, 2000, by first class, United States mail, postage prepaid, upon all parties of record.



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MIDDLETON & REUTLINGER

founded in 1854

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 D. RANDALL GIBSON
 G. KENNEDY HALL, JR.
 JAMES R. HIGGINS, JR.**
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 JASON P. UNDERWOOD
 JEFFREY A. HAEBERLIN**
 DAVID J. CLEMENT**
 THOMAS S. MCGURK**
 THOMAS W. ICE, JR.†

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 MAY 11 2000
 PUBLIC SERVICE
 COMMISSION

EDWIN G. MIDDLETON (1920-1980)
 CHARLES B. MIDDLETON, JR. (1916-1988)
 ALBERT F. REUTLINGER (1917-1998)

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INDIANA OFFICE
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 812.282.1132

*ALSO ADMITTED INDIANA
 **LICENSED TO PRACTICE BEFORE
 U.S. PATENT & TRADEMARK OFFICE
 †ADMITTED IN INDIANA ONLY

May 9, 2000

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MAY 9 2000

GENERAL COUNSEL

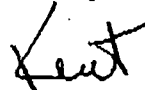
Dale Wright, Esq.
 Kentucky Public Service Commission
 211 Sower Boulevard
 Frankfort, Kentucky 40602

RE: Case No. 99-498

Dear Dale:

Enclosed is a Joint Motion submitted by BellSouth and BlueStar to cancel the hearing set for tomorrow and to adopt the procedural schedule set forth in the motion. Both parties wish to thank the Commission staff for its assistance in reaching the resolution that has made a hearing in this matter unnecessary.

Sincerely



C. Kent Hatfield
 Counsel for BlueStar Networks, Inc.

CKH:jms

cc: Creighton E. Mershon, Sr., Esquire
 All parties of record

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MAY 11 2000
PUBLIC SERVICE
COMMISSION

COMMONWEALTH OF KENTUCKY
BEFORE THE KENTUCKY PUBLIC SERVICE COMMISSION

In The Matter Of:)
The Interconnection Agreement Negotiations)
between BlueStar Networks, Inc. and) Case No. 99-498
BellSouth Telecommunications, Inc. Pursuant)
to the Telecommunications Act of 1996)

JOINT MOTION TO CANCEL HEARING
AND ADOPT PROCEDURAL SCHEDULE

BellSouth Telecommunications, Inc. ("BellSouth") and BlueStar Networks, Inc. ("BlueStar"), by counsel, submit this Joint Motion to cancel the hearing in the above-styled matter and to adopt the procedural schedule set forth herein.

The hearing was to consider four outstanding issues: Issues 5, 14, 15, and 16. With the assistance of the Commission staff, the parties have been able to resolve issues 5 and 16. Two separate amendments to the parties' Interconnection Agreement incorporating their agreement on these issues will be filed with the Commission promptly. With regard to issues 14 and 15, BlueStar has filed the Further Supplemental Testimony of Chuck Bowen setting forth provisioning problems relevant to issues 14 and 15, which BlueStar will further update by May 12, 2000. BellSouth agrees to respond to the filing of BlueStar's testimony by May 19, 2000. The parties ask the Commission to resolve issues 14 and 15 without a hearing, on the basis of the written testimony filed and the briefs.

The parties have also agreed to the following briefing schedule which they recommend to the Commission. The parties will file simultaneous briefs by June 2, 2000 and simultaneous

reply briefs by June 9, 2000. The parties agree that the Commission's statutory deadline for resolution of this matter is extended to July 7, 2000.

On the basis of the settlements reached herein, and with the parties being in agreement to resolve issues 14 and 15 on the basis of the briefs and the filed supplemental testimony of the parties as set forth herein, the parties submit that no need exists to conduct the hearing now scheduled for May 10, 2000. Accordingly, the parties jointly request the Commission to cancel the aforesaid hearing and to adopt the procedural schedule set forth herein.

Respectfully submitted,

Creighton E. Mershon / by C. Kent Hatfield

Creighton E. Mershon, Sr.
General Counsel - Kentucky
BellSouth Telecommunications, Inc.
601 West Chestnut Street, Room 407
P. O. Box 32410
Louisville, KY. 40232

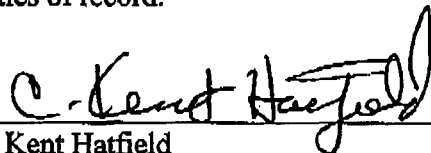
C. Kent Hatfield
MIDDLETON & REUTLINGER
2500 Brown & Williamson Tower
Louisville, Kentucky 40202

COUNSEL FOR BELL SOUTH
TELECOMMUNICATIONS, INC.

COUNSEL FOR BLUE STAR NETWORKS, INC.

CERTIFICATE OF SERVICE

A copy of the foregoing was served this 9th day of May, 2000, by facsimile* and first class, United States mail, postage prepaid, upon all parties of record.



C. Kent Hatfield

Honorable Creighton E. Mershon, Sr.*
General Counsel - Kentucky
BellSouth Telecommunications, Inc.
601 West Chestnut Street, Room 407
P. O. Box 32410
Louisville, KY. 40232

Honorable Henry Walker
Counsel for BlueStar
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Susan Arrington
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Honorable J. Phillip Carver
Counsel for BellSouth
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Norton Cutler
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Henry Walker
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Nashville, Tennessee 37219

Honorable Frank F. Chuppe
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OF COUNSEL
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May 9, 2000

*ALSO ADMITTED INDIANA
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†ADMITTED IN INDIANA ONLY

Martin Huelsmann
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
P.O Box 615
Frankfort, Kentucky 40601

RECEIVED
MAY 10 2000
PUBLIC SERVICE
COMMISSION

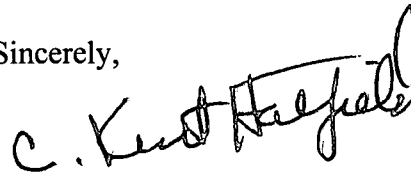
**RE: Petition for Arbitration of BlueStar Networks, Inc. with BellSouth
Telecommunications, Inc. pursuant to the Telecommunications act of 1996
PSC 99-498/PSC 98-487**

Dear Mr. Huelsmann:

Enclosed are the original and twelve copies of a Joint Motion to Cancel Hearing and Adopt Procedural Schedule from BellSouth and BlueStar for filing in connection with the above-mentioned matter. Please indicate receipt of the filing by your office by placing the file stamp on it and returning it to me via the enclosed self-addressed, pre-stamped envelope.

Thank you for assistance in this matter.

Sincerely,



C. Kent Hatfield
Counsel for BlueStar Networks, Inc.

CKH:jms

enc.

cc: To All Parties of Record w/ enc.

COMMONWEALTH OF KENTUCKY
BEFORE THE KENTUCKY PUBLIC SERVICE COMMISSION

RECEIVED
MAY 1 0 2000
PUBLIC SERVICE
COMMISSION

In The Matter Of:)
The Interconnection Agreement Negotiations)
between BlueStar Networks, Inc. and) Case No. 99-498
BellSouth Telecommunications, Inc. Pursuant)
to the Telecommunications Act of 1996)

**JOINT MOTION TO CANCEL HEARING
AND ADOPT PROCEDURAL SCHEDULE**

BellSouth Telecommunications, Inc. ("BellSouth") and BlueStar Networks, Inc. ("BlueStar"), by counsel, submit this Joint Motion to cancel the hearing in the above-styled matter and to adopt the procedural schedule set forth herein.

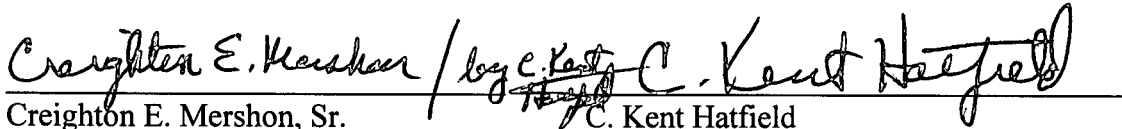
The hearing was to consider four outstanding issues: Issues 5, 14, 15, and 16. With the assistance of the Commission staff, the parties have been able to resolve issues 5 and 16. Two separate amendments to the parties' Interconnection Agreement incorporating their agreement on these issues will be filed with the Commission promptly. With regard to issues 14 and 15, BlueStar has filed the Further Supplemental Testimony of Chuck Bowen setting forth provisioning problems relevant to issues 14 and 15, which BlueStar will further update by May 12, 2000. BellSouth agrees to respond to the filing of BlueStar's testimony by May 19, 2000. The parties ask the Commission to resolve issues 14 and 15 without a hearing, on the basis of the written testimony filed and the briefs.

The parties have also agreed to the following briefing schedule which they recommend to the Commission. The parties will file simultaneous briefs by June 2, 2000 and simultaneous

reply briefs by June 9, 2000. The parties agree that the Commission's statutory deadline for resolution of this matter is extended to July 7, 2000.

On the basis of the settlements reached herein, and with the parties being in agreement to resolve issues 14 and 15 on the basis of the briefs and the filed supplemental testimony of the parties as set forth herein, the parties submit that no need exists to conduct the hearing now scheduled for May 10, 2000. Accordingly, the parties jointly request the Commission to cancel the aforesaid hearing and to adopt the procedural schedule set forth herein.

Respectfully submitted,



Creighton E. Mershon, Sr.
General Counsel - Kentucky
BellSouth Telecommunications, Inc.
601 West Chestnut Street, Room 407
P. O. Box 32410
Louisville, KY. 40232

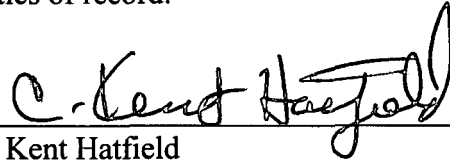
C. Kent Hatfield
MIDDLETON & REUTLINGER
2500 Brown & Williamson Tower
Louisville, Kentucky 40202

COUNSEL FOR BELL SOUTH
TELECOMMUNICATIONS, INC.

COUNSEL FOR BLUESTAR NETWORKS, INC.

CERTIFICATE OF SERVICE

A copy of the foregoing was served this 9th day of May, 2000, by facsimile* and first class, United States mail, postage prepaid, upon all parties of record.



C. Kent Hatfield

Honorable Creighton E. Mershon, Sr.*
General Counsel - Kentucky
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or
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General Counsel-Kentucky

502 582-8219
Fax 502 582-1573

May 8, 2000

RECEIVED

MAY 08 2000

PUBLIC SERVICE
COMMISSION

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


Re: Petition for Arbitration of BlueStar Networks, Inc.
with BellSouth Telecommunications, Inc. pursuant to the
Telecommunications Act of 1996
PSC 99-498

Dear Mr. Huelsmann:

Enclosed for filing in the above-captioned case are the original and ten (10) copies of BellSouth Telecommunications, Inc.'s Motion to File Supplemental Rebuttal Testimony of Ronald Pate and the Supplemental Rebuttal Testimony of Ronald Pate.

Also enclosed for filing are the original and ten (10) copies of BellSouth Telecommunications, Inc.'s Motion to Strike Further Supplemental Testimony of Chuck Bowen, or, in the Alternative, for Leave to Respond.

Sincerely,



Creighton E. Mershon, Sr.

Enclosure

cc: Parties of Record

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED
MAY - 8 2000
PUBLIC SERVICE
COMMISSION

In the Matter of :

The Interconnection Agreement Negotiations)
Between BlueStar Networks, Inc. and BellSouth) Case No. 99-498
Telecommunications, Inc. Pursuant to the)
Telecommunications Act of 1996)

**BELLSOUTH TELECOMMUNICATIONS, INC.'S MOTION TO FILE
SUPPLEMENTAL REBUTTAL TESTIMONY OF RONALD PATE**

BellSouth Telecommunications, Inc. ("BellSouth") hereby files its Motion to File Supplemental Rebuttal Testimony of Ronald Pate and states the following:

Issue 5 of BlueStar's Petition states the following:

Should BellSouth be required to implement a process whereby XDSL loop orders that are rejected are automatically converted to order for UCLs without requiring BlueStar to resubmit the order?

This relatively narrow issue was addressed by Mr. Pate in his direct testimony. BlueStar's witness, Carty Hassett, (whose testimony was subsequently adopted by BlueStar witness, Chuck Bowen) simply stated that the issue had been settled. In her rebuttal testimony, however, Ms. Hassett expanded this issue considerably and discussed matters that were not set forth in BlueStar's Petition, and not in any way addressed in her direct testimony. Accordingly, BellSouth has had no opportunity to prefile any testimony on these new issues.

Shortly after BlueStar filed Ms. Hassett's testimony, it filed a Motion to take the deposition of BellSouth employee Gerald Latham. This Commission entered an Order on


April 28, 2000, in which it denied BlueStar's request for deposition, but ordered that Mr. Latham be available to be called as a witness at hearing. The Commission's Order also specifically stated that these "service inquiry" issues first raised in Ms. Hassett's rebuttal testimony are now before the Commission.

Again, the difficulty is that, since these issues were not raised by BlueStar until it filed its rebuttal testimony, BellSouth has had no opportunity, at least within the procedural schedule previously set by this Commission, to prefile testimony on this issue. For this reason, BellSouth requests that this Commission grant it leave to file the supplemental testimony of BellSouth witness, Ronald Pate, that is attached hereto as Exhibit A.

Granting BellSouth's request will not in any way prejudice BlueStar, since BlueStar has already prefiled testimony on this issue. Moreover, in the above-referenced Commission order, the Commission stated that Mr. Latham should be available for the Hearing to ensure that the Commission is "furnished with all relevant facts and information regarding Issue 5". The same rationale requires that BellSouth be given the opportunity to prefile testimony on this issue so that the Commission will indeed have all relevant facts, not just the position of BlueStar that was raised for the first time in its rebuttal testimony.

WHEREFORE, BellSouth respectfully requests the entry of an order granting it leave to file Ronald Pate's supplemental rebuttal testimony.

Respectfully submitted,



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COUNSEL FOR BELL SOUTH
TELECOMMUNICATIONS, INC.


211575

STATE OF GEORGIA

COUNTY OF FULTON

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared Ronald M. Patge, Director, BellSouth Telecommunications, Inc., being by me first duly sworn deposed and said that:

He is appearing as a witness before the Kentucky Public Service Commission in Case No. 99-498, Petition for Arbitration of BlueStar Networks, Inc. with BellSouth Telecommunications, Inc., pursuant to the Telecommunications Act of 1996, on behalf of BellSouth Telecommunications, Inc., and if present before the Commission and duly sworn, his rebuttal testimony would be set forth in the annexed testimony consisting of 12 pages and 2 exhibit(s).



Ronald M. Pate

SWORN TO AND SUBSCRIBED BEFORE ME this
5th day of May, 2000.



NOTARY PUBLIC

MICHEALE F. HOLCOMB
Notary Public, Douglas County, Georgia
My Commission Expires November 3, 2001

1 BELL SOUTH TELECOMMUNICATIONS, INC.

2 SUPPLEMENTAL REBUTTAL TESTIMONY OF RONALD M. PATE

3 BEFORE THE KENTUCKY PUBLIC SERVICE COMMISSION

4 DOCKET NO. 99-498

5 MAY 8, 2000

6
7 Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELL SOUTH
8 TELECOMMUNICATIONS, INC. AND YOUR BUSINESS ADDRESS.

9
10 A. My name is Ronald M. Pate. I am employed by BellSouth
11 Telecommunications, Inc. ("BellSouth") as a Director, Interconnection
12 Services. In this position, I handle certain issues related to local
13 interconnection matters, primarily operations support systems ("OSS").
14 My business address is 675 West Peachtree Street, Atlanta, Georgia
15 30375.

16
17 Q. HAVE YOU PREVIOUSLY FILED TESTIMONY IN THIS DOCKET?

18
19 A. Yes. I filed direct testimony on March 8, 2000.

20
21 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

22
23 A. The purpose of my testimony is to provide supplemental rebuttal testimony
24 in response to Issue No. 5 addressed in Carty Hassett's testimony.

1 ***Issue 5: Should BellSouth be required to implement a process***
2 ***whereby xDSL loop orders that are rejected are automatically***
3 ***converted to orders for UCLs without requiring BlueStar to resubmit***
4 ***the order?***

5
6 Q. WHAT IS YOUR UNDERSTANDING OF THE SCOPE OF ISSUE 5?

7
8 A. BlueStar's position statement in its Petition for Arbitration simply states,
9 "This process should be made available immediately". The direct
10 testimony filed by Ms Hassett appears to have broadened the scope of
11 Issue 5.

12
13 Q. WHAT IS BELL SOUTH'S UNDERSTANDING OF BLUE STAR'S
14 POSITION ON THIS ISSUE?

15
16 A. Issue 5, as stated above, is the entire issue raised by BlueStar in its
17 petition. However during negotiations, BlueStar has attempted to raise a
18 number of different issues under the general heading of Issue 5. Although
19 BellSouth does not believe that BlueStar's approach is appropriate, I will
20 nevertheless address the broader issues that BlueStar is attempting to
21 address.

22
23 BellSouth understands that BlueStar is requesting BellSouth to develop a
24 completely new process for BlueStar to submit its Local Service Request

1 ("LSR") LSR and "firm order" service inquiry ("SI"). Based on BellSouth's
2 current product offerings, BlueStar is requesting that BellSouth implement
3 a three step ordering process to do the following:

4 (1) Based on receipt of a firm order for an ADSL compatible loop,
5 conduct the SI to determine if compatible facilities are available. If
6 compatible facilities are available, process the LSR to provision the
7 loop. If compatible facilities are not available, then provide an
8 "automatic order conversion" to an unbundled copper loop ("UCL")
9 over 18 kilofeet in length.

10 (2) Based on the receipt of a firm order for an UCL over 18 kilofeet,
11 conduct the SI to determine if compatible facilities are available. If
12 compatible facilities are available, process the LSR to provision the
13 loop. If compatible facilities are not available, then provide an
14 "automatic order conversion" to a SI for loop make-up.

15 (3) Based on the receipt of a SI for loop make-up, conduct the SI and
16 deliver a loop make-up providing the physical attributes and
17 transmission characteristics for the address requested.
18

19 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?
20

21 A. BlueStar is requesting that BellSouth implement a new customized
22 ordering process based on a decision tree approach that would be unique
23 to BlueStar. BellSouth's systems and processes are designed on a
24 transactional, large volume basis for pre-ordering and ordering and

1 provisioning of LSRs for unbundled network elements and resold services.
2 The proven ability to process large volumes of LSRs is a critical criteria
3 established by the Federal Communications Commission ("FCC") for entry
4 into long distance. A basic operational management concept for such a
5 processing environment is well defined stable processes that produce
6 consistent predictable results. This is true for manual processes as well
7 as those that are automated. Such processes by definition do not allow
8 for conditional process steps such as those proposed by BlueStar in its
9 three-step approach. What BlueStar is proposing would require additional
10 human interventions, which would be administratively burdensome for
11 BellSouth. Even if the process were feasible from an administrative
12 standpoint, and it is not, it would prove to be excessively expensive, an
13 expense which BlueStar is not willing to incur. Furthermore, it is not
14 reasonable to expect BellSouth to implement BlueStar's decision tree
15 approach and effectively release BlueStar of its administrative obligations
16 with regard to its LSR submissions. As an ordering center, BellSouth
17 representatives are required to process complete and accurate LSRs
18 submitted by Competitive Local Exchange Carriers ("CLECs"). That
19 should not require any decisions or judgments to be made by the
20 BellSouth representatives on the part of BlueStar or any CLEC.

21
22 Q. HOW DOES THIS DIFFER FROM THE PROCESS PROPOSED BY
23 BLUESTAR?
24

1 A. BlueStar's three-step approach can best be described as a "trial and error"
2 methodology to ordering a loop. Instead of BlueStar investing the
3 appropriate time "up-front" as part of the pre-ordering process BlueStar
4 proposes to shift the burden of administering a three step ordering
5 approach to BellSouth. In other words, BlueStar's approach says
6 BellSouth first try step one and if that doesn't work, automatically convert
7 the service request and try step two. If step two still does not work, then
8 again automatically convert the order to a SI for loop make-up data as
9 step three. So only after all else fails, BlueStar is willing to invest the time
10 at the "back-end" of the process to utilize data designed to be obtained as
11 a "front-end" pre-ordering function and evaluate the loop make-up
12 information and make a decision. This is just the opposite of the
13 methodology stressed by the FCC to get the data up-front in order to
14 make an informed decision.

15

16 Q. DOES THE FCC ADDRESS THIS ISSUE?

17

18 A. Yes. As I stated in my direct testimony, in paragraph 427 of its Third
19 Report and Order and Fourth Further Notice of Proposed Rulemaking
20 ("UNE Remand Order") in CC Docket No. 96-98 and released on
21 November 5, 1999, the FCC states that "an incumbent Local Exchange
22 Carrier ("LEC") must provide the requesting carrier with nondiscriminatory
23 access to the same detailed information about the loop that is available to
24 the incumbent, so that the requesting carrier can make an independent

1 judgment about whether the loop is capable of supporting the advanced
2 services equipment the requesting carrier intends to install.”

3
4 BellSouth's current process, of providing loop make-up as part of pre-
5 ordering, is in full compliance with this Order. In other words, loop make-
6 up is provided as a "front-end" pre-ordering function so that the CLEC can
7 determine up-front if compatible loop facilities exist for the intended
8 service. Once this determination is made, the CLEC then submits a Local
9 Service Request ("LSR") for the loop.

10
11 Q. WILL BELL SOUTH PROVIDE INFORMATION THAT ALLOWS THE CLEC
12 TO SELECT A "BEST AVAILABLE LOOP" TO MEET ITS NEEDS?

13
14 A. Yes. BellSouth has developed and implemented procedures to provide
15 the CLEC detailed loop make-up information via the service inquiry
16 process. This process is available to any CLEC that is interested in
17 incorporating these procedures into their interconnection agreement.
18 Additionally, BellSouth is developing electronic access to its Loop Facility
19 Assignment Control System ("LFACS") as part of pre-ordering for a loop
20 make-up data query to allow the CLECs to obtain loop make-up
21 information electronically. BellSouth has a target date of July 2000 for
22 implementation of the electronic process. These processes will allow the
23 CLEC to obtain loop make-up data so that the CLEC can make an
24 independent decision about whether the loop is capable of supporting the

1 services and equipment the CLEC intends to install. This permits CLECs,
2 such as BlueStar, to use the loop make-up data and make the appropriate
3 decisions concerning its end user customers.

4

5 Q. PLEASE EXPLAIN THE CURRENT PROCESSES OFFERED TO CLECS
6 BY BELL SOUTH FOR SUBMITTING A REQUEST FOR A XDSL LOOP
7 OR AN UNBUNDLED COPPER LOOP ("UCL").

8

9 A. When requesting an xDSL or an UCL the CLEC currently has the option of
10 utilizing the loop make-up SI process or submitting a "firm order" service
11 inquiry ("SI") and Local Service Request ("LSR"). I will explain both of the
12 processes in detail below.

13

14 Q. PLEASE DESCRIBE THE LOOP MAKE-UP SI PROCESS.

15

16 A. Let me first clarify that the Loop Make-up SI process is a distinctly different
17 process than the "firm order" SI process. The loop make-up data is
18 defined as the physical characteristics of the loop facilities, starting at the
19 BellSouth Central Office listed in sequential order and ending at the
20 serving distribution terminal. Loop make-up data will consist of such
21 things as cable gauge and length, bridged taps, load coils, presence of
22 Digital Loop Carrier ("DLC") and other equipment that is part of the local
23 loop facilities.

24

1 The CLEC, such as BlueStar, will complete BellSouth's Loop Make-up
2 Service Inquiry form ("form") by filling in the "Customer Information"
3 section of the form indicating if it wants the loop make-up by telephone
4 number or address. An example of the form is attached as Exhibit RMP-1.
5 The CLEC submits the form to the BellSouth's Account Team or Complex
6 Resale Support Group ("CRSG"). The CRSG forwards the form to
7 BellSouth's Outside Plant Engineering Service Activation Center ("SAC").

8
9 If the CLEC indicates it wants the make-up by telephone number, the SAC
10 will return a specific make-up for the requested telephone number. If the
11 CLEC indicates it wants the make-up by address, the SAC will return a
12 specific make-up for the requested address.

13
14 The SAC will supply a suitable copper pair(s) and a DLC make-up for the
15 requested address or requested telephone number. If only one exists at
16 that address/telephone number, either copper pair or DLC but not both,
17 the SAC will indicate in the "Comments Section" which is not available at
18 the requested address/telephone number. An example for an existing DLC
19 make-up where the copper make-up does not exist: "Provided DLC make-
20 up at above address, no copper pairs exist at this location". The loop
21 make-up will be listed in sequential order starting at the CO and ending at
22 the end user terminal. The SAC will return the completed form to the
23 CRSG. The CRSG reviews the form for completeness and forwards the
24 loop make-up data to the CLEC via electronic mail.

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Q. HAS BELLSOUTH PROPOSED ANY IMPROVEMENTS TO THE LOOP MAKE-UP SI PROCESS IN FURTHER SUPPORT OF THE FCC'S INTENT?

A. Yes. It is my understanding that BellSouth's negotiation team proposed to BlueStar, on May 4, 2000, to reserve facilities for a reasonable period of time if requested as part of the Loop Make-up SI process. This is a significant enhancement to the currently existing process.

Q. DESCRIBE THE CURRENTLY EXISTING "FIRM ORDER" SI PROCESS FOR THE REQUESTED LOOP WHEN LOOP FACILITIES ARE AVAILABLE.

A. The CLEC, such as BlueStar, request services by submitting a LSR and a "firm order" SI form to the CRSG. The CRSG forwards the SI to the SAC. The SAC verifies that compatible loop facilities are available and reserves the loop facilities. The SAC completes item number "1. YES OSP FACILITIES ARE AVAILABLE/RESERVED" in the "Outside Plant Engineering" section of the SI. The SAC returns the completed SI to the CRSG. An example of the SI is attached as Exhibit RMP-2.

The CRSG reviews the SI for completeness and forwards it with the LSR to BellSouth's Local Carrier Service Center ("LCSC") for order processing.

1 The LCSC processes the service request and then returns a Firm Order
2 Confirmation ("FOC") to the CLEC if no corrections to the LSR are
3 required. The FOC provides the BellSouth order number, the service
4 order due date and the telephone/circuit numbers.

5
6 The compatible loop facilities reserved by the SAC are assigned to the
7 service order. The fundamental loop design parameters ("loop design")
8 are completed during the provisioning cycle. When the loop design is
9 completed, BellSouth creates a Design Layout Report ("DLR") and
10 forwards it to the CLEC. The DLR is distributed to the CLEC either
11 mechanically or via the US Mail.

12
13 Q. DESCRIBE THE CURRENTLY EXISTING "FIRM ORDER" SI PROCESS
14 FOR THE REQUESTED LOOP WHEN LOOP FACILITES ARE NOT
15 AVAILABLE.

16
17 A. The CRSG forwards the SI to the SAC. The SAC determines that loop
18 facilities compatible with the requested service are not available. The
19 SAC completes the "Outside Plant Engineering" section of the SI and
20 provides the reason(s) that compatible facilities are not available to
21 provision the loop.

22
23 I will describe below two examples of the service inquiry process when
24 compatible loop facilities are not available for the requested service.

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The first example occurs when compatible facilities are not available or are in an area where copper pairs are not available. Item number "2. NO CANNOT PROVIDE" will be marked in the "Outside Plant Engineering" section of the SI. The Comments section will contain a note to indicate why there are no available facilities, such as "This is an all fiber area, no copper facilities exist". The SAC returns the completed SI to the CRSG. The CRSG reviews the SI for completeness, including the explanation in the Comments section of why the requested service cannot be provided. The CRSG transmits the information provided by the SAC to the CLEC via electronic mail.

The second example occurs when compatible facilities are not available but the facilities could be constructed upon payment of a special construction charge (SC). In this instance item number "4. NOT AVAILABLE BUT CAN BE PROVIDED WITH A JOB, SPECIAL CONSTRUCTION IS APPLICABLE" is marked. A description of the required work is provided in the Comments section of the SI. The SAC returns the completed SI to the CRSG. The CRSG reviews the SI for completeness and forwards the information, including a description of the work required, to the CLEC via electronic mail. The CLEC can use the information contained in the electronic mail to determine if it wishes to take the next step in the special construction process, which is to obtain a price quote from BellSouth to perform the necessary work.

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Q. WHEN IS THE BEST TIME TO OBTAIN LOOP MAKE-UP INFORMATION AS PART OF THE OVERALL PROCESS FOR REQUESTING A LOOP?

A. The best time to obtain loop make-up is as an "up-front" pre-ordering function. The FCC emphasized through the UNE Remand Order the significance of loop make-up data being provided "up-front" in the overall service request process. In paragraph 426 of the UNE Remand Order, the FCC states, "that the pre-ordering function includes access to loop qualification information". This is the best practice to allow CLECs such as BlueStar to make a prudent decision "up-front" as to the capability of the loop. Thus, the CLEC can submit a local service request because it has been determined that the loop can support the advanced services equipment that the CLEC intends to install. In other words, get the information up-front, evaluate the information to make an informed decision, and then order the loop based on that decision.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.

Transmittal Cover Sheet for Pate Exhibit RMP-1

This sheet transmits
the BellSouth form entitled
Loop Makeup Service Inquiry
that consists of 1 page.

General Information:

Loop Make-Up Service Inquiry

SI # (PON Num.) _____ Negotiator _____
Negotiator Telephone Number _____
CRSG EMAIL ADDRESS: (CRSG UNE/m5,mail5a) _____

Customer Information:

(CLEC to indicate which loop makeup type required, by telephone number or by address)

_____ Provide LMU at Telephone Number _____ (Use this option for Line Sharing)
_____ Provide LMU at address listed below.

Service Address _____ CLEC Name _____
_____ CLEC Contact/Telephone number _____

_____ CLEC BAN _____

Local Serving Central Office CLLI _____

LFACS WireCenter _____

Outside Plant Engineering Makeup Data:

This is a loop makeup for facilities at the above address and or telephone number. No facility reservations have been made.

Loop makeup of a copper type loop

26NL - 10 kft (First section of cable non loaded 26 gauge)

BT; 26NL - 2 KFT (Presense of BT at the end of the previous section, 26 gauge non-loaded 2 kft.)

X (Location of first cross box)

26NL - 2 kft. (next section of cable non-loaded 26 guage 2.0 kft.)

(This example shows a 14 kft. loop of all 26 guage cable with one BT located at 10 kft. Of length 2.0 kft.)

Comments

Prepared by (Facility Engineer) _____ Telephone Number _____

Return to Negotiator within 2 working days. Call negotiator if any delay is expected or incurred.

Revised 03-10-00

"The information contained herein is based upon BellSouth's records. This is the same information that BellSouth uses to determine loop compatibility for its own services. BellSouth cannot and does not warrant that the information contained herein is accurate in every case."

Transmittal Cover Sheet for Pate Exhibit RMP-2

This sheet transmits
the BellSouth form entitled
UDL-2W/ADSL, UDL-2W/HDSL, UDL-4W/HDSL or UCL Service Inquiry
that consists of 1 page.

General Information:

UDL-2W/ADSL, UDL-2W/HDSL, UDL-4W/HDSL or UCL Service Inquiry

SI # (PON Num.) _____ Firm Order _____ Change _____ Cancel _____
Order # _____ Negotiator _____
Negotiator Telephone Number _____
CRSG EMAIL ADDRESS: (CRSG UNE/m5,mail5a)

Customer Information:

CLEC Name _____ Customer Contact/Telephone number _____
Service Address _____ Local Serving Central Office _____
Number of lines requested _____
Due Date/Requested Service Date _____

(To be filled out by Account team/CRSG should SC job be required)
Does the CLEC agree to SC quote billing? _____ YES (OSPE will prepare SC quote) _____ NO (OSPE will take no further action)
Date CLEC contacted about SC quote billing: _____
Actual Completion Date of OSPE EWO: _____ (OSPE to fill out and return to CRSG when EWO completes for options 3 & 4.)

CLEC Loop Request: (CLEC requests the following loops to the above address with the indicated Loop Modifications:

_____ Check here if this is a conversion of existing service. Existing Telephone Number: _____

	Provide this loop	Provide ULM-LC	Provide ULM-BT
UDL-2W/ADSL	_____	_____	_____
UDL-2W/HDSL	_____	_____	_____
UDL-4W/HDSL	_____	_____	_____
UCL/S-2W	_____	_____	_____
UCL/S-4W	_____	_____	_____
UCL/L-2W	_____	_____	_____
UCL/L-4W	_____	_____	_____

Outside Plant Engineering Facility Reservation Pass: One of the following five selections must be filled out:

1. _____ YES OSP Facilities are Available/reserved for 10 days FRN: _____
Cable and Pair(s) _____
2. _____ NO CANNOT PROVIDE, Check here if facilities are out of design range or in an area where copper pairs are not available and cannot be provided.
3. _____ NOT Available but can be provided with a job, no special construction. Job Number: _____
What is the expected completion date (ECD): _____
4. _____ NOT Available but can be provided with a job, special construction is applicable.¹
5. _____ Facilities are not immediately available, will supply by one of the following: _____ CDP _____ LST
(List facilities involved in Comments section.)

¹Provide a description of the work required in the "Comments" section. The CLEC can use this information to determine if they want to pursue a quote of SC charges. If the CLEC agrees to the SC quote billing conditions, OSPE will return an "Authorization Letter" which will contain a detailed description of the work and the total billable amount. The completion interval and job number will be supplied on the job quote.

Comments (describe work required on job, exceptions, etc.)

Prepared by (Facility Engineer) _____ Telephone Number _____

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of :

The Interconnection Agreement Negotiations)	
Between BlueStar Networks, Inc. and BellSouth)	Case No. 99-498
Telecommunications, Inc. Pursuant to the)	
Telecommunications Act of 1996)	

**BELLSOUTH TELECOMMUNICATIONS, INC.'S MOTION TO STRIKE
FURTHER SUPPLEMENTAL TESTIMONY OF CHUCK BOWEN, OR, IN THE
ALTERNATIVE, FOR LEAVE TO RESPOND**

BellSouth Telecommunications, Inc. ("BellSouth"), hereby files its Motion to Strike the Further Supplemental Testimony of Chuck Bowen, or, in the Alternative, for Leave to Respond, and states the following:

Under the procedural schedule set by this Commission, rebuttal testimony was due to be filed April 3, 2000. On May 4, 2000, in blatant disregard of this Commission's Order, BlueStar filed the "Further Supplemental Testimony of its witness, Chuck Bowen". This testimony should be stricken.

BlueStar did not request leave of the Commission to file this testimony, but, instead, filed in its blatant violation of the Commission's Procedural Order. BlueStar offers no justification, either in an appropriate motion or in the testimony itself, for filing the testimony at this late date. If BlueStar has some legitimate basis to file supplemental testimony at the last moment, then it should at least file a motion setting forth this basis and requesting leave to deviate from the Commission's direction to file rebuttal testimony

by April 3, 2000. The fact that BlueStar has failed to do so is, standing alone, basis enough to strike this exceedingly late-filed testimony.

Moreover, by filing testimony in this manner, BlueStar has effectively created a situation in which its allegations cannot be rebutted by BellSouth, because BellSouth does not have the opportunity to investigate BlueStar's claims (to the extent that these vague claims can even be investigated), and file appropriate rebuttal testimony in response. BellSouth submits that on any issue before the Commission, both parties must have the opportunity to present relevant facts to the Commission. Even if the allegations contained in Mr. Bowen's testimony were relevant, BlueStar has filed them so late that BellSouth cannot adequately respond. Thus, the Commission, if BlueStar gets its way, will hear factual allegations by BlueStar without knowing if there is any support for these allegations, or how BellSouth responds to them. The situation that BlueStar is attempting to create is fundamentally unfair.

Further, the testimony filed by BlueStar has no relevance to the issues in this proceeding. First, it is noteworthy that BlueStar's allegations, although inflammatory, are extremely vague. BlueStar fails to set forth any dates upon which the alleged incidents occurred, nor does BlueStar even claim that these incidents took place in Kentucky. Further, if the alleged incidents did indeed occur in Kentucky, the appropriate course of action for BlueStar would be to file a complaint before this Commission. This Commission has a complaint process in place that is available to BlueStar, and BlueStar certainly could have taken advantage of this process if, in fact, BlueStar had a legitimate grievance.

Moreover, BlueStar's allegations have nothing to do with the issues in this proceeding. BlueStar contends that these allegations are related to Issues 14 and 15. In fact, even if these allegations were true, they do not relate to either issue. As to alternative dispute resolution, Issue 14, the Commission has put in place complaint procedures that can be utilized to resolve disputes. If BlueStar's allegations are legitimate, then BlueStar should pursue them through these procedures. There is nothing about these allegations, even if they were true, that would somehow demonstrate that the Commission-approved route for dealing with disputes is inadequate or that BlueStar's proposal should be adopted. Likewise, BlueStar's has failed to demonstrate in any way that these allegations are related to liquidated damages.

For all the reasons set forth above, BlueStar's attempt to file the further supplemental testimony of Mr. Bowen should not be allowed. Instead, this testimony should be stricken.

However, if this Commission allows BlueStar to raise issues under circumstances in which BellSouth cannot adequately respond, BellSouth requests that it at least have the opportunity to try to respond. In other words, if the Commission allows BlueStar's testimony to go into the record, then at the very minimum BellSouth should have the opportunity to provide testimony in response. Although BellSouth is endeavoring to develop testimony to pre-file, BlueStar has filed the subject testimony so late that this may not be possible. Thus, live testimony at the hearing would likely provide BellSouth's only chance to rebut BlueStar's allegations. Given the lateness of BlueStar's filing, and the extremely short time in which BellSouth has had to investigate the allegations, it is doubtful that even this remedy would be adequate. Without this remedy,

however, BellSouth will have absolutely no opportunity to respond to BlueStar's tardy allegations.

WHEREFORE, BellSouth respectfully requests the entry of an order striking the further supplemental testimony of BlueStar witness, Chuck Bowen or, alternatively, granting BellSouth leave to rebut this testimony by having the option to either pre-file rebuttal testimony or present live testimony in rebuttal.

Respectfully submitted,



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COUNSEL FOR BELLSOUTH
TELECOMMUNICATIONS, INC.

211603

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, this 8th day of May 2000.



Creighton E. Mershon, Sr.

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EDWIN G. MIDDLETON (1920-1980)
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ALBERT F. REUTLINGER (1917-1998)

OF COUNSEL
HENRY MEIGS II
J. PAUL KEITH III

INDIANA OFFICE
530 EAST COURT AVENUE
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812.282.1132

May 4, 2000

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PUBLIC SERVICE
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*ALSO ADMITTED INDIANA
**LICENSED TO PRACTICE BEFORE
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†ADMITTED IN INDIANA ONLY

Martin Huelsmann
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
P.O Box 615
Frankfort, Kentucky 40601

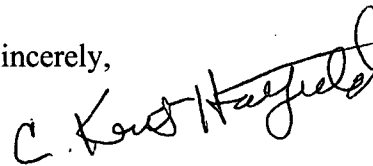
**RE: Petition for Arbitration of BlueStar Networks, Inc. with BellSouth
Telecommunications, Inc. pursuant to the Telecommunications act of 1996
PSC 99-498/PSC 98-587**

Dear Mr. Huelsmann:

Enclosed are the original and twelve copies of the Further Supplemental Testimony of Chuck Bowen, Vice President of Engineering for BlueStar Networks, Inc. for filing in connection with the above-mentioned matter. Please indicate receipt of the filing by your office by placing the file stamp on it and returning it to me via our runner.

Thank you for assistance in this matter.

Sincerely,



C. Kent Hatfield
Counsel for BlueStar Networks, Inc.

CKH:jms

enc.

cc: To All Parties of Record w/ enc.

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION
FURTHER SUPPLEMENTAL TESTIMONY
OF
CHUCK BOWEN
ON BEHALF OF BLUESTAR NETWORKS, INC.

RECEIVED

MAY 04 2000

PUBLIC SERVICE
COMMISSION

CASE 99-498

I. INTRODUCTION

Q. PLEASE STATE YOUR NAME, ADDRESS, AND TITLE.

A. My name is Chuck Bowen. I am the Vice President of Engineering for BlueStar Networks, Inc. ("BlueStar"). My business address is 414 Union St., 9th Floor, Nashville, TN 37219. I am responsible for the engineering and build of BlueStar's network infrastructure, including the backbone network and ILEC collocations.

Q. ON WHOSE BEHALF ARE YOU TESTIFYING?

A. I am testifying on behalf of BlueStar.

Q. HAVE YOU SUBMITTED TESTIMONY EARLIER IN THIS PROCEEDING?

A. Yes. I submitted supplemental testimony on April 28, 2000.

Q. WHAT IS THE PURPOSE OF YOUR FURTHER SUPPLEMENTAL REBUTTAL TESTIMONY?

17: A. The purpose of this testimony is to provide very recent examples of provisioning failures by BellSouth that are harming BlueStar's business. Without an expedited dispute resolution process (Issue 15) and performance measures/liquidated damages provisions (Issue 14) to BlueStar's interconnection agreement with

1 BellSouth, BellSouth has no incentive to remedy these failures in a timely fashion. In
2 fact, without liquidated damages, BellSouth faces no economic disincentive for failing
3 to perform under its contract with BellSouth.

4 **Q. WHAT ARE BELLSOUTH'S RECENT PROVISIONING FAILURES THAT**
5 **ARE HARMING BLUESTAR'S BUSINESS?**

6 **A.** BellSouth is failing to provide BlueStar loops capable of providing ISDN Digital
7 Subscriber Line (IDSL) services, and it is failing to provision numerous loop orders
8 in a timely fashion.

9 **Q. PLEASE DESCRIBE IDSL SERVICE?**

10 **A.** BlueStar has ordered a number of ISDN loops so that it can provide IDSL service at
11 a speed up to 144 Kbps to customers. IDSL is currently the only DSL service that can
12 serve customers who are more than 18,000 feet from a central office, and IDSL can
13 provide DSL service over certain disturbers such as repeaters.

14 **Q. WHAT PROVISIONING PROBLEMS HAS BLUESTAR FACED IN**
15 **OFFERING IDSL?**

16 **A.** As I mentioned, IDSL is provided using ISDN loops. Although BellSouth is fully
17 capable of providing ISDN loops over which BlueStar would offer IDSL service,
18 BellSouth is not provisioning ISDN loops to meet the loop specifications.
19 Specifically, BellSouth has failed to correctly provision 66 out of 92 ISDN loop
20 orders. The loops are not capable of providing ISDN service because they are mis-
21

1 optioned in the SLCs or elsewhere in the loop resulting in the inability to establish
2 basic connectivity with our customer premises equipment (CPE).

3 **Q. WHAT GENERAL LOOP PROVISIONING PROBLEMS HAS BLUESTAR**
4 **FACED RECENTLY?**

5 **A.** BlueStar currently has approximately 600 UNE loop orders outstanding with
6 BellSouth awaiting a firm order commitment (FOC) date. 239 of these orders have
7 been at BellSouth over two weeks. Of those 600 orders, BellSouth has sought
8 clarification or canceled on 186 of them – almost one-third of the orders. Although
9 an order from time to time may require clarification, there is no way that BellSouth can
10 justify seeking clarifications on approximately 33% of BlueStar's current orders.
11 BlueStar has been ordering loops for more than 10 months and has never had a
12 "clarification" rate near the current levels. Many of the clarifications sought by
13 BellSouth are ludicrous and involve filling in fields or renumbering pages which any
14 BellSouth clerk could perform. Many of the orders are clarified multiple times even
15 though BellSouth should find all the problems on each order the first time. One can
16 only assume that BellSouth is manufacturing excuses for not provisioning loops in a
17 timely fashion. Indeed, it appears that a large part of the provisioning problems are
18 due to BellSouth's refusal to commit the necessary resources, including an adequate
19 number of people at the Complex Services Resale Group (CSRG) to process
20 BlueStar's and other CLECs' orders. In addition, BellSouth has failed to meet FOCs
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on 30% of its orders. BlueStar is unable to provision its services so long as BellSouth comes up with ridiculous excuses for refusing to provide loops in a timely fashion.

Q. HAS BLUESTAR ATTEMPTED TO RESOLVE THESE ISSUES WITH BELLSOUTH?

A. Yes. With regard to the IDSL, BlueStar does not believe this is a new problem for BellSouth. Covad Communications filed a complaint against BellSouth in Georgia because of BellSouth's failure to provide IDSL capable loops. Nonetheless, BlueStar employees have spoken with BellSouth employees on a number of occasions concerning the IDSL and provisioning issues without resolution. Each of these problems has become significantly worse in the last week or so. The consumers of Kentucky suffer so long as BellSouth behaves in this way. Dispute resolution and performance measures/liquidated damages provisions in the interconnection agreement would curb this behavior.

Q. WHAT HAS BEEN THE EFFECT OF THESE DELAYS?

A. Numerous BlueStar customers have canceled their orders because BellSouth cannot provision them within the 12-day time limit required by the contract.

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April 28, 2000

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Martin Huelsmann
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, Kentucky 40601

Via Federal Express

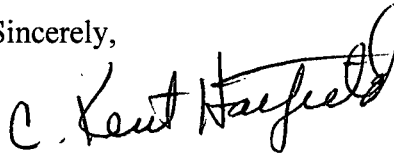
**RE: Petition for Arbitration of BlueStar Networks, Inc. with BellSouth
Telecommunications, Inc. pursuant to the Telecommunications act of 1996
PSC 99-498/PSC 98-587**

Dear Mr. Huelsmann:

Enclosed are the original and twelve copies of the Supplemental Testimony of Chuck Bowen, Vice President of Engineering for BlueStar Networks, Inc. for filing in connection with the above-mentioned matter. Mr. Bowen is adopting the Direct and Rebuttal Testimony of Carty Hassett who will be unable to be present at the hearing. Please indicate receipt of the filing by your office by placing the file stamp on it and returning it to me via the enclosed self-addressed, stamped envelope.

Thank you for assistance in this matter.

Sincerely,



C. Kent Hatfield
Counsel for BlueStar Networks, Inc.

CKH:jms

enc.

cc: To All Parties of Record w/ enc.

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COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION
SUPPLEMENTAL TESTIMONY
OF
CHUCK BOWEN
ON BEHALF OF BLUESTAR NETWORKS, INC.
CASE 99-498

I. INTRODUCTION

Q. PLEASE STATE YOUR NAME, ADDRESS, AND TITLE.

A. My name is Chuck Bowen. I am the Vice President of Engineering for BlueStar Networks, Inc. ("BlueStar"). My business address is 414 Union St., 9th Floor, Nashville, TN 37219. I am responsible for the engineering and build of BlueStar's network infrastructure, including the backbone network and ILEC collocations.

Q. ON WHOSE BEHALF ARE YOU TESTIFYING?

A. I am testifying on behalf of BlueStar.

Q. HAVE YOU SUBMITTED TESTIMONY EARLIER IN THIS PROCEEDING?

A. No.

Q. WHAT IS THE PURPOSE OF YOUR SUPPLEMENTAL REBUTTAL TESTIMONY?

A. First, I will be adopting both the direct and rebuttal testimony of Carty Hassett for purposes of the hearing in this proceeding. Second, I will be providing information about my educational background and work experience.

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Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND WORK EXPERIENCE.

A. From January 1998 to January 2000, I was the Vice President of Operations and Engineering for US Unwired, a CLEC provider of local, long distance, data and Internet products. I was responsible for designing, implementing and overseeing service delivery functions, including Provisioning/Customer Care, Switching/Routing, network engineering and planning. I also managed the physical collocation in ILEC central offices. From June 1997 to January 1998, I was the Director of Network Engineering - Nashville, TN for Advanced Radio Telecom, a wireless service provider. I was responsible for network design, development and implementation, site acquisition and contract negotiations. Prior to my position with Advanced Radio Telecom, I held a management level positions with other companies.

I received my Bachelors of Electrical Engineering from the Georgia Institute of Technology (Georgia Tech) in 1985.

Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?

A. Yes.

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

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

Creighton.Mershon@BellSouth.com

Creighton E. Mershon, Sr.
General Counsel-Kentucky

502 582-8219
Fax 502 582-1573

April 27, 2000

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APR 28 2000
PUBLIC SERVICE
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Mr. Martin J. Huelsmann, Jr.
Executive Director
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

Re: Petition for Arbitration of BlueStar Networks, Inc.
with BellSouth Telecommunications, Inc. pursuant to the
Telecommunications Act of 1996
PSC 99-498

Dear Mr. Huelsmann:

Enclosed for filing in the above-captioned case are the
original and ten (10) copies of BellSouth Telecommunications,
Inc.'s Response to BlueStar Network, Inc.'s Reply Regarding
BlueStar's Motion for Issuance of a Subpoena.

Sincerely,

Creighton E. Mershon, Sr.
Creighton E. Mershon, Sr.

Dorothy J. Clark

Enclosure

cc: Parties of Record

207231

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

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COMMISSION

In the Matter of :

The Interconnection Agreement Negotiations)
Between BlueStar Networks, Inc. and BellSouth)
Telecommunications, Inc. Pursuant to the)
Telecommunications Act of 1996) Case No. 99-498

**BELLSOUTH TELECOMMUNICATIONS, INC.'S RESPONSE TO BLUESTAR
NETWORK INC.'S REPLY REGARDING BLUESTAR'S MOTION FOR
ISSUANCE OF A SUBPOENA**

BellSouth Telecommunications, Inc. ("BellSouth") hereby files its Reply to the Response of BlueStar Network Inc. ("BlueStar") regarding its Motion for Issuance of a Subpoena to take the deposition of BellSouth employee, Jerry Latham, and states the following:

In its Reply, BlueStar claims that BellSouth "obfuscates" the purpose of BlueStar in taking Mr. Latham's deposition. What BlueStar fails to acknowledge, but clearly reveals in its Motion and Reply, is that the purpose of Mr. Latham's deposition has nothing to do with Issue 5 in this proceeding, as that Issue has been framed by BlueStar.

As BlueStar acknowledges in its Motion, Issue 5 of BlueStar's Petition is as follows:

Should BellSouth be required to implement a process whereby XDSL Loop Orders that are rejected are automatically converted to orders for UCLs without requiring BlueStar to resubmit the order?

(Motion, p. 1). (emphasis added).

Thus the issue, as framed by BlueStar, involves the demand that BlueStar has made that BellSouth automatically convert one type of a loop order to another, a process that would

necessarily require BellSouth to make a business decision on behalf of BlueStar as to what is the most suitable alternative loop. In the only testimony filed by BlueStar to address this issue, BlueStar's witness, Carty Hassett states in her testimony that she believes this issue has been resolved. (Hassett, Direct Testimony, p. 3).

Now, without amending its Petition, BlueStar has attempted to convert Issue 5 into a completely different issue: the question of whether BellSouth is providing BlueStar with appropriate information to make its own decision as to what is a suitable alternate loop when its first choice of loop is not available. The fundamental point that BlueStar glosses over, however, is that this is not the issue as framed by BlueStar's Petition, and it is not the issue before the Commission in the Arbitration.

Further, BellSouth has always taken the position that it provides adequate information to BlueStar to make its own decision as to alternative loops. BlueStar, however, filed a Petition that clearly advanced the position in Issue 5, that BellSouth must make this decision. After the Petition was filed, BlueStar expressed a desire to abandon this position, and a proposed Amendment was forwarded to BlueStar on March 16, 2000. Apparently, BlueStar is now attempting to arbitrate the question of what information BellSouth should provide through the service inquiry process, an issue that BlueStar has never raised. Even if this Commission accepted BlueStar's contentions regarding Mr. Latham, BlueStar admits that it does not wish to depose Mr. Latham about the automatic conversion that is the subject of Issue 5, as framed in BlueStar's Petition.

BlueStar attempts to muddy the waters by complaining about the state of discovery in other cases (Motion, p. 3-4). Although BlueStar has grossly miscategorized what has occurred in other states, this mischaracterization is of no consequence. What

matters is what has occurred in Kentucky. BlueStar does not contest the fact that BellSouth has offered to admit relevant portions of Mr. Latham's Florida deposition in the Kentucky proceeding. Again, BlueStar could have asked Mr. Latham anything having to do with the issue that it actually raised in the Petition. BlueStar appears to complain that it did not have the opportunity to ask Mr. Latham about an entirely different issue that was not raised by BlueStar, either in the Petition, or by any subsequent amendment to the Petition.

Accordingly, BlueStar should not be allowed to take the deposition of a BellSouth employee who is not a witness in this proceeding for the purpose of pursuing matters that are not encompassed within Issue No. 5, as stated in BlueStar's petition.

WHEREFORE, BellSouth respectfully requests the entry of an order denying BlueStar's Motion in its entirety.

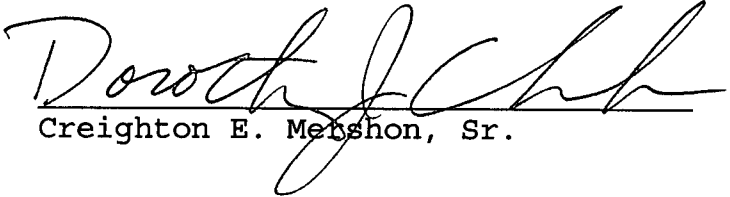
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675 W. Peachtree Street, N.E.
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(404) 335-0710

COUNSEL FOR BELL SOUTH
TELECOMMUNICATIONS, INC.

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, this 27th day of April 2000.


Creighton E. Mershon, Sr.

SERVICE LIST - PSC 99-498

Honorable Norton Cutler
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Wyatt, Tarrant & Combs
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PUBLIC SERVICE COMMISSION
211 SOWER BOULEVARD
POST OFFICE BOX 615
FRANKFORT, KY. 40602
(502) 564-3940

April 28, 2000

To: All parties of record

RE: Case No. 1999-498

We enclose one attested copy of the Commission's Order in
the above case.

Sincerely

Stephanie J. Bell

Stephanie Bell
Secretary of the Commission

SB/hv
Enclosure

Honorable Norton Cutler
Vice President Regulatory & General
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Honorable Michael B. Bressman
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BlueStar Networks
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Nashville, TN 37219

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

THE INTERCONNECTION AGREEMENT)
NEGOTIATIONS BETWEEN BLUESTAR)
NETWORKS, INC. AND BELL SOUTH) CASE NO. 99-498
TELECOMMUNICATIONS, INC. PURSUANT)
TO THE TELECOMMUNICATIONS ACT OF 1996)

O R D E R

This matter is before the Commission on motion by BlueStar Networks, Inc. ("BlueStar") for the issuance of a subpoena to take the deposition of Wiley Gerald (Jerry) Latham, an employee of BellSouth Telecommunications, Inc. ("BellSouth") or, in the alternative, to compel Mr. Latham's attendance at the hearing in this matter. BellSouth's response states that the testimony of its witness, Ronald Tate, makes Mr. Latham's testimony unnecessary because Mr. Tate is the operational support system expert and is "fully familiar" with the electronic service inquiry process. The specific inquiry involved in Issue 5 is whether BellSouth has the capability to convert an order for a digital subscriber line (xDSL) loop to another type of loop (i.e., unbundled copper loop), if the xDSL loop is unavailable, and whether this process can occur automatically without a reordering process by BlueStar.

There is no dispute that the inquiry process requires BellSouth to provide detailed loop make-up information. This procedure is a manual "Loop Make-Up Service Inquiry" ("LMUSI"). BellSouth acknowledges that its electronic LMUSI is not currently available, but that it has the ability to provide a manual LMUSI. In addition, BellSouth

states, "Mr. Latham's knowledge of the service inquiry process relates more to the manual process that is utilized when the electronic process cannot be used." The Commission rejects BellSouth's argument that the service inquiry process, whether electronic or manual, is not properly before it.

BlueStar has shown that Mr. Latham's testimony is necessary to the arbitration and resolution of Issue 5 herein. If BellSouth fails to make Mr. Latham available at hearing to testify, it appears that the Commission would not be furnished with all relevant facts and information regarding Issue 5.

The Commission, having considered the motion, response and reply, and finding good cause, HEREBY ORDERS that:

1. BlueStar's request and motion to depose Wiley Gerald Latham is denied.
2. BellSouth is directed to produce Wiley Gerald Latham at hearing herein to be subject to be called as a witness.

Done at Frankfort, Kentucky, this 28th day of April, 2000.

By the Commission

ATTEST:


Executive Director

MIDDLETON & REUTLINGER

founded in 1854

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LOUISVILLE, KENTUCKY 40202-3410

502.584.1135

FAX 502.561.0442

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April 26, 2000

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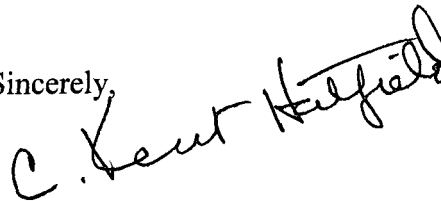
Via Federal Express

**RE: Petition for Arbitration of BlueStar Networks, Inc. with BellSouth
Telecommunications, Inc. pursuant to the Telecommunications act of 1996
PSC 99-498/PSC 98-587**

Dear Mr. Huelsmann:

On April 24, 2000, BlueStar Networks, Inc. ("BlueStar") filed various documents and information with the Commission relating to the arbitration issues now pending before the Commission in the above-captioned proceeding. Enclosed are two additional documents, internal BlueStar e-mails that also relate to the issues pending before the Commission. An original and twelve copies of these documents are also enclosed. In addition, I have enclosed one additional copy of this filing and ask that you indicate its receipt by your office by placing the file stamp on it and returning it to me via the enclosed self-addressed, stamped envelope. Thank you for assistance in this matter.

Sincerely,



C. Kent Hatfield
Counsel for BlueStar Networks, Inc.

CKH:jms

enc.

cc: To All Parties of Record

Chuck Miller

RECEIVED

APR 27 2000

PUBLIC SERVICE
COMMISSION

From: Chuck Miller [chuck.miller@bluestar.net]
Sent: Tuesday, December 21, 1999 8:41 PM
To: 'Norton Cutler'
Subject: Louisville Access

Norton,

I've left the info that you mentioned on Scott's voicemail and asked him to call me first thing in the morning. I'll fill in the blanks for him then.

The following is a quick recap....

When John Bolstad and I arrived to Louisville last Monday, we had access to every site. We made the equipment deliveries, surveyed the sites, started a couple builds, and spoke with a couple of the local Techs. By Wednesday our access had been terminated to most of the COs. For whatever reason, inside doors that had been previously left open, were now all closed and locked. This even went to the point of a BellSouth Tech looking at us while refusing to open the door (key) after we had gained access to the outer hallway (card) of the CO.

Both John and I spoke with Larry Ulmer and Bob Fitzpatrick. Larry told us that the BellSouth policy was that the CLECs had to have cards and keys to gain access. I asked Larry to escalate to his supervisor to get clarification on this policy. I showed him the requests for access, and told him that we had submitted these crews for their badges and keys. We had done everything by Bellsouth policy to gain access, but had not received the cards. Larry told us that Bellsouth was backlogged and could not keep up with the requests. He said that he had Techs that had been waiting from 30 to 60 days to get their keys and cards.

After Larry checked with Bill Dearing, he informed Larry that their policy would stand. All CLEC personnel would be required to have badges and keys to access the COs.

This policy was published by J.R. Satterfield in November, but is considered internal. I was unable to get a copy of the policy letter. Larry told me that it was not his place to disseminate these policies, and that I would have to go to the source for it.

I spoke with Scott Christian about this earlier this morning, and as I said, I will speak with him in the morning.

I have a quick legal question for you. Didn't the Telecommunications Act require the LECs to provide CLECs a level playing field? QIP - How do the Bellsouth guys that don't have access badges and keys get access to their own facilities? Does this mean that for 30 to 60 days they are making internal exceptions to their own policy?

I hope I'm not throwing salt into the wound, or showing my own ignorance, but I just wanted to point out something that is pissing me off. It seems that Bellsouth is being allowed to put in place policies that allow them to blatantly hinder CLECs. They put a policy in place in the name of security which is fine, but they do not staff up to perform this task in an acceptable timeframe. This policy is rigidly enforced for CLECs, but loosely enforced for their own internal personnel. The net result of course is that they cause CLECs to waste precious resources on BS issues.

Am I way off base here in my understanding, or am I just quoting the obvious?

Chuck

BSFL 00033

From: John Bolstad <john.bolstad@bluestar.net>
To: Anthony Difiore <anthony.difiore@bluestar.net>
Cc: John Bolstad <john.bolstad@bluestar.net>; Leon Perry
<leon.perry@bluestar.net>
Date: Thursday, December 16, 1999 6:04 PM
Subject: Status

Anthony,

We have the third street CO LSVLKYTS powered and waiting for the DS-3. I asked Eric to accompany us to the CO to assist us in the QA and to see if he could accelerate the DS-3 for us. He was a great help to John and I and he may be able to get this site up earlier than the 12/27 FOC with his local contacts. Kudos to this install team from Fujitsu. John and Eric assure me that this is one of the best installs that they have seen.

The CO at 26th street LSVLKY26 has DS0,1,3 cable done and terminated at one side. We expect a power cut Monday or Tuesday night.

The Bellsouth CO supervisors here have been absolutely inflexible in their requirements for an access card and keys per CO, per person. Even John Bolstad who has had unrestricted access before, and in every other city, is now being denied access to any site that has interior lockable doors. Today again he used his card to access a site, entered it, and was locked out by the interior doors. We even had problems picking up tools from COs where the Mastec teams had stored them.

We will be returning tomorrow afternoon. I would like to get a few more things done tomorrow morning before we leave.

Chuck

BSFL 00034

2/15/00



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

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

Creighton.Mershon@BellSouth.com

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APR 26 2000

PUBLIC SERVICE
COMMISSION

April 25, 2000

Creighton E. Mershon, Sr.
General Counsel-Kentucky

502 582-8219
Fax 502 582-1573

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

Re: Petition for Arbitration of BlueStar Networks, Inc.
with BellSouth Telecommunications, Inc. pursuant to the
Telecommunications Act of 1996
PSC 99-498

Dear Mr. Huelsmann:

Enclosed for filing in the above-captioned case are the
original and ten (10) copies of BellSouth's Response in
Opposition to BlueStar Networks, Inc.'s Motion for Motion for
Issuance of a Subpoena to Take the Deposition Testimony of Wiley
Gerald (Jerry) Latham.

Sincerely,

Creighton E. Mershon, Sr.

Enclosure

cc: Parties of Record

206890

COMMONWEALTH OF KENTUCY

BEFORE THE KENTUCKY PUBLIC SERVICE COMMISSION

RECEIVED
APR 26 2000
PUBLIC SERVICE
COMMISSION

In the Matter of:)
The Interconnection Agreement Negotiations)
Between BlueStar Networks, Inc. and) Case No. 99-498
BellSouth Telecommunications, Inc. Pursuant)
To the Telecommunications Act of 1996)

BELLSOUTH'S RESPONSE IN OPPOSITION TO
BLUESTAR NETWORKS, INC'S MOTION FOR MOTION FOR
ISSUANCE OF A SUBPOENA TO TAKE THE DEPOSITION
TESTIMONY OF WILEY GERALD (JERRY) LATHAM

BellSouth Telecommunications, Inc. ("BellSouth"), hereby responds to the Motion of BlueStar Networks, Inc. ("BlueStar"), for the Issuance of a Subpoena To Take the Deposition of BellSouth employee, W. Gerald (Jerry) Latham, and states the following:

BlueStar's Motion fails to state any need for the deposition testimony of Mr. Latham. Mr. Latham's knowledge is in an area that is, at best, only peripherally related to the issues in this case, and BlueStar has made no effort to determine if BellSouth's witnesses have knowledge of these issues. Finally, BlueStar has had adequate past opportunities to ask Mr. Latham deposition questions and should not be allowed to repeatedly depose a BellSouth employee who is not a witness in this case. For these reasons, BlueStar's Motion should be denied.

Issue 5 in this proceeding involves a process requested by BlueStar whereby operational support systems ("OSS") would be utilized to automatically convert orders for one type of loop to a different type of loop, when the requested loop is unavailable.

BellSouth's witness, Ron Pate, is BellSouth's expert on OSS matters generally, and on this issue specifically. For this reason, BellSouth has prefiled the testimony of Mr. Pate on this point. Mr. Latham is not an OSS expert, but is rather the Product Manager for certain unbundled network elements. In its Motion, BlueStar states that Mr. Pate's testimony makes reference to the service inquiry process, then leaps to the conclusion that Mr. Latham, rather than Mr. Pate, is the expert.

At the outset, it must be noted that BlueStar has quoted only an excerpt of Mr. Pate's testimony, and, thereby, created an inaccurate impression. Mr. Pate initially testified on Issue 5 by first stating that BlueStar's request that BellSouth make business decisions for it as to which loop best suits its needs, is simply untenable. Mr. Pate continues by stating that the FCC has made it clear that BellSouth has no responsibility to make this decision. Mr. Pate then states that BellSouth is developing a process to allow CLECs to make this decision on their own, as they should. This process, which will be implemented shortly, is an electronic process, and Mr. Pate is fully familiar with this process. Mr. Latham's knowledge of the service inquiry process relates more to the manual process that is utilized when the electronic process cannot be used.

Against this background, it is noteworthy that BlueStar does not even bother to allege in its Motion that Mr. Pate cannot answer at the time of the hearing the questions that BlueStar wishes to ask. This, standing alone, is sufficient to deny BlueStar's Motion. BlueStar simply leaps to the conclusion that the expert whose testimony BellSouth has filed, Mr. Pate, could not answer BlueStar's questions, even though BlueStar has not even bothered to ask him their questions. BlueStar should not, based on rank conjecture,

be able to jump to the conclusion that Mr. Pate lacks knowledge in this area, as a means to depose a BellSouth employee that is not an expert in the case.

BlueStar contends to the contrary in its Motion based, in part, on Mr. Latham's involvement in a recent workshop in Georgia. In fact, Mr. Latham did appear at the Georgia workshop and addressed the subject of that workshop, unbundled network elements, about which he is an expert. In response to specific questions that were answered, Mr. Latham did give some answers. BlueStar does not mention the fact that Mr. Pate also answered questions at that workshop that related to the Service Inquiry Process.

Again, Mr. Pate is the expert who is most knowledgeable of Issue 5, as that Issue was stated in BlueStar's Petition and direct testimony. BlueStar should not be able to bypass Mr. Pate, who is clearly the witness on this issue, without at least some reason to think that he could not answer questions on this issue at the hearing.

BlueStar's tactic seems even more suspect when considered against the background of discovery that has occurred in other states. BlueStar filed its Petition for Arbitration in four states: Kentucky, Florida, Georgia, and Tennessee. The original sixteen issues raised by BlueStar's petition were identical in all states. Under the Florida Rules of Procedure that pertain, parties are allowed to take depositions without leave of the Commission. Thus, BlueStar set the depositions of the three BellSouth witnesses in the case, Mr. Latham, and of numerous other witnesses.¹ BellSouth voluntarily produced for deposition its witnesses, Misterys Pate, Varner and Milner, as well as Mr. Latham. Mr. Latham was voluntarily produced by BellSouth because the issues involved

¹ Since the testimony that BlueStar planned to elicit from these witnesses was irrelevant, BellSouth filed a Motion for Protective Order, which the Commission granted.

in the Florida case at that time--which are considerably broader than the three issues that remain in Kentucky--involved UNE's about which Mr. Latham does have knowledge. Issue 5 (about which BlueStar claims the need to depose of Mr. Latham) was also an open issue in Florida at that time. BlueStar took the depositions of both Mr. Pate and Mr. Latham on February 16, 2000, and had the ability to ask both any appropriate question, including any question relating to Issue 5.

What BlueStar does not reveal in its Motion is that it contacted BellSouth last week and asked BellSouth to, again, voluntarily produce Mr. Latham for deposition. BellSouth responded that there was no need for an additional deposition. However, BellSouth offered as an alternative, that BlueStar could put into the record in this proceeding the portion of Mr. Latham's Florida deposition that is relevant to the issues that remain in this case. BlueStar made no response to this proposed accommodation, and, instead, simply filed the instant Motion. At the same time, in a Pre-Hearing Conference held in Tennessee last week, BlueStar stated that it wants to depose non-witness, BellSouth employees in that case, and mentioned Mr. Latham specifically. Even if Mr. Latham were the BellSouth employee who is most knowledgeable as to Issue 5, it is not appropriate for BlueStar to attempt to depose him over and over about an issue that it has had full opportunity to inquire about when Mr. Latham was deposed in February.

Thus, BlueStar's Motion should be denied for two reasons. First, BlueStar's Motion is fundamentally premised upon the (incorrect) conjecture that Mr. Pate is not the expert who is most knowledgeable about Issue 5, but BlueStar has offered nothing to support this conjecture. Second, BlueStar has already deposed Mr. Latham in Florida,

and had the opportunity to ask Mr. Latham any and all questions regarding Issue 5. In light of BellSouth's offer to allow any relevant portions of that transcript to be admitted in Kentucky, there is no justification for BlueStar's attempt to depose Mr. Latham again.

WHEREFORE, BellSouth respectfully requests the entry of an Order denying BlueStar's Motion for a Subpoena to Depose Mr. Latham.



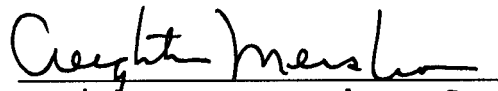
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206697

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, this 25th day of April 2000.



Creighton E. Mershon, Sr.

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D. RANDALL GIBSON
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THOMAS B. MCGURK**
THOMAS W. ICE, JR.†

EDWIN G. MIDDLETON (1920-1980)
CHARLES G. MIDDLETON, JR. (1916-1988)
ALBERT F. REUTLINGER (1917-1998)

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*ALSO ADMITTED INDIANA
**LICENSED TO PRACTICE BEFORE
U.S. PATENT & TRADEMARK OFFICE
†ADMITTED IN INDIANA ONLY

April 26, 2000

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APR 26 2000

PUBLIC SERVICE
COMMISSION

Martin Huelsmann
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
P.O Box 615
Frankfort, Kentucky 40601

RE: Case No. 99-498

Dear Mr. Huelsmann:

Enclosed for filing in the above-referenced case are the original and twelve (12) copies of BlueStar Networks Inc.'s Reply to BellSouth's Opposition to BlueStar's Motion for Issuance of a Subpoena to Take the Deposition Testimony of Wiley Gerald (Jerry) (Latham). Please indicate receipt of these filings by your office by placing a file stamp on the extra copies and returning to me via our runner.

Sincerely,



C. Kent Hatfield
Counsel for BlueStar Networks, Inc.

CKH:jms

enc.

cc: To All Parties of Record

COMMONWEALTH OF KENTUCKY

BEFORE THE KENTUCKY PUBLIC SERVICE COMMISSION

In The Matter Of:)
The Interconnection Agreement Negotiations)
between BlueStar Networks, Inc. and)
BellSouth Telecommunications, Inc. Pursuant)
to the Telecommunications Act of 1996)

Case No. 99-498

RECEIVED
APR 26 2000
PUBLIC SERVICE
COMMISSION

**BLUESTAR NETWORKS, INC.'S REPLY TO BELLSOUTH'S
OPPOSITION TO BLUESTAR'S MOTION
FOR ISSUANCE OF A SUBPOENA TO
TAKE THE DEPOSITION TESTIMONY OF
WILEY GERALD (JERRY) LATHAM**

BellSouth Telecommunications, Inc.'s ("BellSouth") opposition to BlueStar Networks, Inc. ("BlueStar") Motion for Issuance of a Subpoena to Take the Deposition of Wiley Gerald (Jerry) Latham obfuscates the purpose of BlueStar's Motion.

Issue 5 of BlueStar's Petition asked whether BellSouth should implement a process whereby rejected ADSL compatible loop orders are automatically converted to orders for UCLs without requiring BlueStar to resubmit the order. This issue arose because BellSouth did not (and still does not) have electronic access to its loop make-up databases. Consequently, neither BlueStar nor any other CLEC can efficiently review information about loops in a timely fashion, denying CLECs the ability to select the best available loop for providing high speed access ("DSL") services to that location. As an alternative to automatic conversion, BellSouth has proposed a manual Loop Make-Up Service Inquiry Process ("LMUSI") to allow CLECs to obtain some loop make-up information until the electronic interfaces are ready. See Exhibit A (BellSouth's LMUSI Proposal). The FCC, in its UNE Remand Order, required BellSouth and the other ILECs to have these electronic

interfaces in place by May 17, 2000, but BellSouth has indicated that electronic access to loop make-up information will be available sometime in July.¹ Thus, until BellSouth provides electronic access, BlueStar and all other CLECs must use the manual LMUSI which takes seven days and costs over \$200 to receive any loop make-up information.

BlueStar wants an opportunity to question (and the Commission should hear from) a BellSouth witness about the details of the proposal. Jerry Latham, not Ronald Pate, is the witness with knowledge about the manual LMUSI process and the feasibility of automatic conversion. Mr. Pate is an electronic OSS expert. In fact, BellSouth concedes that "Mr. Latham's knowledge of the service inquiry process relates more to the manual process that is utilized when the electronic process cannot be used." Opposition at 2.

1. **BellSouth need not make business decisions for BlueStar.** BellSouth has misled the Commission in Mr. Pate's testimony and again in its opposition by stating that BlueStar wants BellSouth to "make business decisions for it as to which loop best suits its needs." Opposition at 2. BlueStar can assure the Commission that the last thing it or any other CLEC would want is for BellSouth to make any business decision for it. The automatic loop conversion should be a simple process and does not require any BellSouth decisions. BlueStar orders an ADSL loop. BellSouth checks and if none is available, it provides an unbundled copper loop. If the available unbundled copper loop is longer than 18,000 feet, BlueStar wants BellSouth to automatically provide the loop make-up information so that BlueStar can decide for itself whether the loop serves its needs. BellSouth is not required to make any judgment call on behalf of BlueStar.

¹This "commitment," however, should be taken with a grain of salt. BellSouth has told CLECs in the past that electronic access to loop make-up information would be available in September 1999, December 1999, March 2000, and July 1, 2000.

2. **Mr. Pate answered questions on the Service Inquiry Process at the Georgia workshop.** BellSouth is correct that Mr. Pate answered questions about the service inquiry process at the Georgia workshop. Opposition at 3. What BellSouth does not mention is that Mr. Pate answered questions about the process using electronic access to OSS, not the manual LMUSI process. Mr. Latham answered all the manual LMUSI questions.

3. **BlueStar could have asked Mr. Latham questions about Issue 5 at his February 16, 2000 deposition in the Florida arbitration.** (Opposition at 4) As BlueStar pointed out in its Motion (page 3, footnote 1), BellSouth had not proposed the LMUSI process to address the automatic conversion issue at the time of Mr. Latham's original deposition. As Exhibit A shows, BellSouth officially proposed this process to BlueStar for the first time on March 16, 2000, one month later. At the time of the Florida deposition BellSouth was promising to work on automatic loop conversion and BlueStar believed that a signed amendment to the contract provided for automatic conversion. BellSouth later changed its mind and offered LMUSI instead.

4. **BlueStar did not mention that it contacted BellSouth and that BellSouth agreed to allow BlueStar to use Mr. Latham's Florida deposition in this proceeding.** (Opposition at 4) Again, at page 3, footnote 1 of BlueStar's Motion, BlueStar stated "BlueStar previously deposed Mr. Latham on February 16, 2000 during the parties' Florida arbitration. BellSouth has offered to allow BlueStar to admit that deposition into the record in this proceeding. However, at the time of that deposition, BellSouth had not yet proposed the LMUSI process and, thus, BlueStar was unable to question Mr. Latham on the details of this proposal."

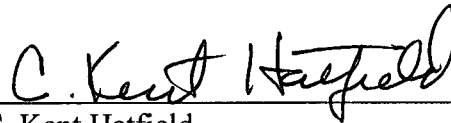
5. **BlueStar should not have the opportunity to depose Mr. Latham over and over again.** BellSouth mentions that BlueStar also requested last week in a Pre-Hearing Conference in

the parties' Tennessee arbitration to depose Mr. Latham on the LMUSI process for Issue 5. Opposition at 4. BellSouth does not mention is that it has repeatedly refused, other than its offer mentioned in No. 4 above, to allow BlueStar to use any evidence from one arbitration in another arbitration. For example, BellSouth has refused to permit BlueStar to use documents produced in the Florida arbitration, including cost studies, in the Georgia arbitration. It also has refused to allow BlueStar to use the depositions from Florida in the Georgia arbitration. BlueStar has also been forced to incur the expense of seeking repetitive depositions so that this valuable testimonial evidence can be included in each arbitration. BlueStar only wants to depose Mr. Latham once on the LMUSI process and a variation proposed by BlueStar for Issue 5 and then use that testimony in Kentucky, Tennessee and any other state in which this issue arises. It is BellSouth that insists on multiple depositions.

Conclusion

Mr. Latham, not Mr. Pate, is BellSouth's expert on the manual LMUSI process for Issue 5 and capable of answering questions about that process. For those reasons set forth above, the Commission should grant BlueStar's motion in all respects and either issue a subpoena for the taking of Mr. Latham's deposition for preservation of his testimony for presentation at the hearing or, in the alternative, order BellSouth to produce Mr. Latham at the hearing.

Respectfully submitted,



Norton Cutler
Michael Bressman
BLUESTAR NETWORKS, INC.
401 Church Street, 24th Floor
Nashville, Tennessee 37219
(615) 346-6660

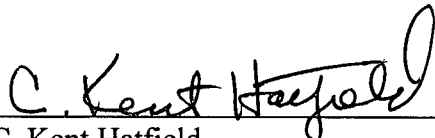
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Honorable Frank F. Chuppe
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Citizens Plaza
Louisville, KY. 40202

COUNSEL FOR BLUESTAR NETWORKS, INC.

CERTIFICATE OF SERVICE

A copy of the foregoing was served this 26th day of April, 2000, by facsimile* and first class, United States mail, postage prepaid, upon all parties of record.


C. Kent Hatfield

Honorable Creighton E. Mershon, Sr.
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ATTACHMENT A

-----Original Message-----

From: Susan.M.Arrington@bridge.bellsouth.com
[mailto: Susan.M.Arrington@bridge.bellsouth.com]
Sent: Thursday, March 16, 2000 2:02 PM
To: michael.bressman@bluestar.net; norton.cutler@bluestar.net
Subject: Loop Make-Up Service Inquiry

Michael and Norton,

Attached is an amendment to include the Loop Make-Up Service Inquiry process that you have heard so much about. Please review this amendment, if you agree with the rates, terms and conditions, please sign and return to me. If you have any questions, please give me a call.

Susan

**AMENDMENT TO THE
AGREEMENT BETWEEN
BLUESTAR NETWORKS, INC.
AND BELL SOUTH TELECOMMUNICATIONS, INC.
DATED DECEMBER 28, 1999**

Pursuant to this Amendment, BlueStar Networks, Inc. ("BlueStar") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to individually as a "Party" or collectively as the "Parties," hereby amend that certain Interconnection Agreement between the Parties dated December 28, 1999 (the "Interconnection Agreement").

WHEREAS, the Parties entered into an Interconnection Agreement on December 28, 1999; and

WHEREAS, the Parties desire to amend that Interconnection Agreement.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Attachment 2 of the Interconnection Agreement is hereby amended to include the following language as a new Section 2.1.5.

2.1.5 Loop Make-Up Service Inquiry

2.1.5.1 As an interim process until electronic access to LFACs is available, BellSouth shall make available to BlueStar a Loop Make-Up Service Inquiry process that will provide a description of the loop facility for a specific telephone number or the loop facility(ies) (DLC and/or copper) serving a specific address. This information will allow BlueStar to make a determination of what type of loop to order and what loop conditioning activities (using BellSouth's Unbundled Loop Modification product), if any, are desired by BlueStar.

2.1.5.2 The information provided via this process includes 1) the portion of the loop serviced by Digital Loop Carrier (if applicable), 2) cable lengths and gauges, 3) the presence and location of load coils, 4) the presence, location and length of bridged taps.

2.1.5.3 This process is available to BlueStar based on telephone number or specific address. Requests submitted based on telephone numbers will provide the loop make-up of the loop currently serving that telephone number. Requests submitted based on a specific

address served by both copper facilities and digital loop carrier will contain the loop make-up information for the best available copper loop and the best available loop served by a DLC. Requests submitted based on a specific address that is serviced by only one type of loop will provide the loop make-up information for the best available loop at that address. "Best available," as used in the preceding paragraph, is the loop that BellSouth believes is most compatible with advanced data services (e.g. xDSL, etc).

2.1.5.4 The interval for this Loop Make-Up Service Inquiry process is seven 7business days. This interval is separate from the Service Inquiry and Provisioning Interval stated in the Interval Guide.

2.1.5.5 Bluestar shall submit a Service Inquiry for Loop Make-Up to the Bluestar account representative or the CRSG. BellSouth will perform the loop make-up and return the completed Loop Make-Up to Bluestar. The Parties understand that Loop Make-Up is offered in order for Bluestar to best determine the type of loop to order at a given location, but that Loop Make-Up does not reserve the facilities.

2.1.5.6 Rates for Loop Make-Up Service Inquiry are as follows:

Loop Make-Up Service Inquiry	USOC	State	Rate*
Per Service Inquiry		AL	\$233.75
		FL	\$233.75
		GA	\$176.88
		KY	\$233.75
		LA	\$233.75
		MS	\$233.75
		NC	\$233.75
		SC	\$233.75
		TN	\$233.75

*These rates are interim, subject to true-up.

2. This Amendment shall have an effective date of March __, 2000.
3. All other provisions of the Interconnection Agreement dated December 28, 1999 shall remain in full force and effect.
4. Either or both of the Parties shall submit this Amendment to the appropriate Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to the Interconnection Agreement be executed by their respective duly authorized representatives on the date indicated below.

BlueStar Networks, Inc.

BellSouth Telecommunications, Inc.

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

MIDDLETON & REUTLINGER

founded in 1854

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G. KENNEDY HALL, JR.
JAMES R. HIGGINS, JR.**
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KATHIEJANE OEHLER
CHARLES G. LAMB**
THOMAS W. FRENTZ*
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April 24, 2000

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APR 24 2000

PUBLIC SERVICE
COMMISSION

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

Re: Petition for Arbitration of BlueStar Networks, Inc. with BellSouth
Telecommunications, Inc. pursuant to the Telecommunications Act of
1996
PSC 99-498/PSC 98-587

Dear Mr. Huelsmann:

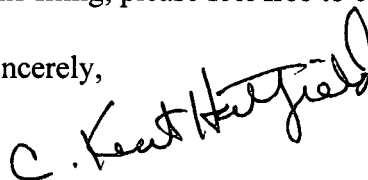
Enclosed please find the following supplemental documents and information
related to the pending issues in BlueStar Networks, Inc.'s Petition:

- Petition for Arbitration of ITC DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996, Docket No. 99-00430, Transcript of the Proceedings (Tennessee Regulatory Authority Apr. 4, 2000)
- In re Interconnection Agreement Between MediaOne Telecommunications of Georgia, LLC and BellSouth Telecommunications, Inc. and In re MediaOne Telecommunications of Georgia, LLC v. BellSouth Telecommunications, Inc., Docket Nos. 10418-U and 10135-U, Order (Georgia Public Service Commission Dec. 21, 1999)
- BSFL 00642-00643 (Internal emails)
- Florida Public Service Commission Order No. PSC-98-0604-FOF-TP, Docket Nos. 960757-TP, 960833-TP, and 960846-TP (April 29, 1998)

Mr. Martin J. Huelsman, Jr.
April 24, 2000
Page 2

If you have any questions concerning this filing, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "C. Kent Hatfield". The signature is written in black ink and is slanted slightly to the right.

C. Kent Hatfield
Counsel for BlueStar Networks, Inc.

CKH:km
cc: All Parties of Record
Martin Bressman, Esq.

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founded in 1854

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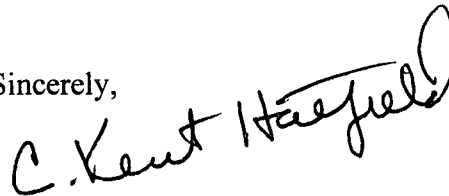
Mr. Martin J. Huelsmann, Jr.
Executive Director
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, Kentucky 40602

Re: Petition for Arbitration of BlueStar Networks, Inc. with BellSouth
Telecommunications, Inc. pursuant to the Telecommunications Act of 1996
PSC 99-498/PSC 98-587

Dear Mr. Huelsmann:

Pursuant to the Commission's Order of March 13, 2000 in the above captioned proceeding, BlueStar Networks, Inc. submits herein an original and ten copies of its best and final offer on disputed issues 5, 14, 15, and 16. Also enclosed is one additional copy of this filing. Please file stamp the extra copy and return it to me by way of our firm's messenger. Thank you for your assistance in this matter.

Sincerely,



C. Kent Hatfield
Counsel for BlueStar Networks, Inc.

CKH:km

cc: All Parties of Record
Michael Bressman, Esq.

Issue 5: Should BellSouth be required to implement a process whereby xDSL loop orders that are rejected are automatically converted to orders for UCLs without requiring BlueStar to resubmit the order.

BlueStar's Position:

BlueStar believes that the January 27, 2000 Amendment to the parties' Interconnection Agreement, which provides for a definition of xDSL loops and permits BlueStar to order loops of any length, requires BellSouth to find a loop, per a BlueStar order, and certify whether it is ADSL compatible or an unbundled copper loop (UCL) depending on the loop's specifications. This process effectively moots the issue of automatic conversion. BellSouth, however, appears to disagree with BlueStar's interpretation of the Amendment and has, instead, offered a new manual Loop Make-Up Service Inquiry process. BlueStar proposes the following clarification to the Amendment in an effort accommodate BellSouth's new proposal.

BlueStar's Proposal:

2.1.2 Technical Requirements

2.1.2.1 BellSouth will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, 2 and 4 wire xDSL, and digital data (up to 64 kb/s). Additional services may include digital PBXs, primary rate ISDN, Nx 64 kb/s, and DS1/DS3 and SONET private lines.

2.1.2.2 Digital Subscriber Line ("xDSL") Capable Loops. XDSL capable loops describe loops that may support various technologies and services. The "x" in xDSL is a placeholder for the various types of digital subscriber line services. An xDSL loop is a plain twisted pair copper loop. BellSouth will offer xDSL capable loops according to industry standards for CSA design loops (ADSL/HDSL) and resistance design loops (UCL). To the extent that these loops exist within the BellSouth network at a particular location, BellSouth will provision the "best available" loop they will be provisioned without intervening devices, including but not limited to load coils, repeaters (unless so requested by BlueStar), or digital access main lines ("DAMLs"). These loops may contain bridged tap in accordance with the respective industry standards (CSA design loops may have up to 2,500 feet total (all bridged taps) and up to 2,000 feet for a single bridged tap; resistance design loops may have up to 6,000 ft). For example, when BlueStar places an order for an ADSL loop, BellSouth will first determine whether an ADSL loop is available. If no such loop is available, BellSouth will next automatically look for a UCL (up to 18kft.) to fill BlueStar's order. If BellSouth determines that the only available loop is longer than 18kft., BellSouth will automatically provide BlueStar with loop make-up information (e.g. the portion of the loop serviced by Digital Loop Carrier (if applicable); cable lengths and gauges; the

presence and location of load coils; the presence, location and length of bridged taps) for that loop. –The charge for providing the loop make-up information for such a loop will be the rate for ordering a loop through electronic interfaces. If the rate for electronic interfaces has not been determined and approved by the Commission, BellSouth shall charge on an interim basis (subject to true up once the electronic ordering rate is set by the Commission) a manual rate, not to exceed \$150, for the loop make-up information. If BlueStar orders a loop after manually receiving this loop make-up information, the charge for the loop make-up information will be applied to the ordered loop's nonrecurring charge.

At Bluestar's request, BellSouth will provide Bluestar with xDSL loops other than those listed above, so long as Bluestar is willing to pay the loop conditioning costs needed to remove the above listed equipment and/or bridge taps from the loops. Any copper loop longer than 18kft requested by Bluestar through the loop conditioning process will be ordered, billed, and inventoried as UCLs. Loop conditioning costs will be charged in addition to the loop itself on any of the loops described in this section 2.1.2.2, Bluestar may provide any service that it chooses so long as such service is in compliance with FCC regulations and BellSouth's TR73600.

Issue 14: Liquidated Damages

BlueStar's Proposal:

The parties agree that BellSouth's proposed voluntary self-effectuating enforcement mechanisms (VSEEM III), which set numerous performance measures and liquidated damages provisions, will be effective immediately and included as a section in this interconnection agreement. (BellSouth attached a copy of VSEEM III to its March 10, 2000 filing.)

Issue 15: Dispute Resolution

BlueStar's Proposal:

12. Resolution of Disputes

The Parties agree that it is in their interest to resolve disputes arising under this contract in an expedited manner. To expedite resolution of disputes, such as access to collocations or provisioning, the Parties agree to form an Intercompany Board. Each Party will designate one person (and one alternative person in case the primary designee is unavailable) with sufficient authority to resolve disputes quickly. If a dispute arises that is not being resolved quickly in the ordinary course, a Party's designee shall contact the other Party's designee. The two will then work together to

resolve the dispute within 2 business days. If the dispute cannot be resolved within 2 business days, either Party may file a complaint for expedited resolution by the Commission pursuant to the following procedures:

1. Unless otherwise ordered by the Commission, the hearing of all complaints arising from this interconnection agreements shall be before a hearing officer.
2. All complaints shall state with specificity the actions from which the complaint arises and the relief sought.
3. The complaint shall be served by hand upon the party against whom the complaint arises and filed with the Commission.
4. Upon the filing of a complaint, the Executive Director shall set a date not more than five (5) business days from the date of the filing for preliminary hearing before the hearing officer.
5. The preliminary hearing shall be for the purposes of:
 - a. determining whether the complaint is properly before the Commission for resolution under the terms of the agreement pursuant to the Telecommunications Act of 1996, Kentucky Revised Statutes, Chapter 278, and/or the Rules and Orders of the Kentucky Public Service Commission,
 - b. determining whether intervention of any other entity will be permitted,
 - c. determining whether immediate relief is necessary and to determine such relief,
 - d. set a schedule for additional procedures in the matter.
6. Any entity desiring to become a party to the proceeding shall make such application known in writing and before the hearing officer at the preliminary hearing. Intervention shall be allowable subject to the provisions of Kentucky Revised Statutes, Chapter 278.

Issue 16: Access to Riser Cable

BlueStar's Proposal:

1. Access

BlueStar shall be permitted to run a cross-connect itself directly between its DSLAM and BellSouth's riser cable NID, unless the Commission orders that an access terminal located between BlueStar's DSLAM and BellSouth's riser cable NID is necessary. If the Commission orders an intermediate access terminal, BlueStar shall have the option of installing the access terminal itself, which shall meet industry standards, or having BellSouth install the access terminal. If an access terminal is installed upon BlueStar's request, then (a) the access terminal shall be used by all telecommunications carriers accessing the riser cable, including BellSouth (unless BlueStar requests its own access terminal); (b) BellSouth shall pre-wire the access terminal; and (c) BlueStar shall have the option of running its cross-connects itself to the access terminal.

2. Rates.

If BellSouth provisions the following services:

Riser Cable/NTW	Recurring \$	Nonrecurring \$
Unbundled Riser Cable/NTW	.6011	
Access Terminal Provisioning**		\$50 (1 st) \$50 (add'l)
Cross-connect/Record Keeping		\$4.48 (1 st) \$3.64 (add'l)

*All rates listed above are interim and subject to true-up once final costs are determined.

**The nonrecurring charge for the access terminal shall be prorated according to the percentage of ports used by BlueStar (e.g. if BlueStar uses 5 ports of the 25 ports in the terminal, BlueStar shall pay 20% of the nonrecurring cost).

If BlueStar provisions the access terminal and/or the cross-connect:

Riser Cable/NTW	Recurring \$	Nonrecurring \$
Unbundled Riser Cable/NTW	.6011	
Record Keeping		\$2 (1 st) \$1 (add'l)

*All rates listed above are interim and subject to true-up once final costs are determined.

**If BlueStar installs its own access terminal, it shall be permitted, at its option, to lease access to other carriers.

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P.O. Box 32410 Fax 502 582-1573
Louisville, Kentucky 40232 Internet
or Creighton.E.Mershon@bridge.bellsouth.com
BellSouth Telecommunications, Inc.
601 West Chestnut Street, Room 407
Louisville, Kentucky 40203

Creighton E. Mershon, Sr.
General Counsel - Kentucky

April 24, 2000

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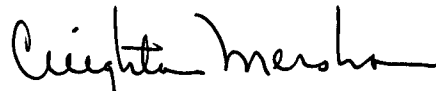
Re: Petition for Arbitration of BlueStar Networks, Inc.
with BellSouth Telecommunications, Inc. pursuant to the
Telecommunications Act of 1996
PSC 99-498

Dear Mr. Huelsmann:

The Commission's March 13, 2000, Order amending the procedural schedule in this case requires the parties to file their Best and Final Offers today. Along that line, reference is made to BellSouth's Best and Final Offer filed on March 10 in this case. The only changes to that document are Attachment 2 to the Agreement and Exhibit C to Attachment 2. Requisite copies of these documents are filed herewith.

BellSouth advises that all agreed-upon portions of the parties' contract have already been filed with the Commission.

Sincerely,



Creighton E. Mershon, Sr.

Enclosures

cc: Parties of Record

206542

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served on the individuals on the attached Service List by mailing a copy thereof on this 24th day of April, 2000.

Creighton E. Mershon
Creighton E. Mershon, Sr.

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April 21, 2000

Martin Huelsmann
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, Kentucky 40601

RE: Case No. 99-498

Dear Mr. Huelsmann:

Enclosed for filing in the above-referenced case are the original and twelve (12) copies of BlueStar Networks Inc.'s Motion for Issuance of a Subpoena to Take the Deposition Testimony of Wiley Gerald (Jerry) (Latham). Please indicate receipt of these filings by your office by placing a file stamp on the extra copies and returning to me via the enclosed self-addressed, stamped envelope.

Sincerely,



C. Kent Hatfield
Counsel for BlueStar Networks, Inc.

CKH:jms

enc.

cc: To All Parties of Record

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COMMISSION

COMMONWEALTH OF KENTUCKY

BEFORE THE KENTUCKY PUBLIC SERVICE COMMISSION

In The Matter Of:)	
The Interconnection Agreement Negotiations)	
between BlueStar Networks, Inc. and)	Case No. 99-498
BellSouth Telecommunications, Inc. Pursuant)	
to the Telecommunications Act of 1996)	

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**BLUESTAR NETWORKS, INC.'S MOTION
 FOR ISSUANCE OF A SUBPOENA TO
 TAKE THE DEPOSITION TESTIMONY OF
WILEY GERALD (JERRY) LATHAM**

BlueStar Networks, Inc. ("BlueStar"), by counsel, pursuant to the authority of the Kentucky Public Service Commission ("Commission") under 807 KAR 5:001, §3(6)(a), hereby respectfully requests the issuance of a subpoena by the Commission allowing BlueStar to take the deposition testimony of Mr. Wiley Gerald (Jerry) Latham. Mr. Latham is an employee of the Respondent, BellSouth Telecommunications, Inc. ("BellSouth") and resides and works in Birmingham, Alabama. BlueStar desires to preserve Mr. Wiley's testimony through deposition for presentation during the hearing in the above-styled matter for the following reasons:

Issue No. 5 of BlueStar's Petition states:

Should BellSouth be required to implement a process whereby xDSL loop orders that are rejected are automatically converted to orders for UCLs without requiring BlueStar to resubmit the order?

Initially, BellSouth responded that it "is developing this capability as an interim process until the loop qualification interface is developed. This interim process is expected to be available by the end of January 2000." BellSouth Response at 8 (Jan. 3, 2000). In pre-filed direct testimony submitted by BellSouth's witness, Ronald M. Pate, Mr. Pate also indicated that BellSouth "is

developing the procedures to provide the CLEC detailed loop make-up information via the Service Inquiry ("SI") process." Pate Pre-Filed Direct, at 4 (Mar. 8, 2000).

BlueStar assumes that these references are to a recent BellSouth proposal to provide a manual "Loop Make-Up Service Inquiry" ("LMUSI") process so that CLECs such as BlueStar can review available loops and make a decision as to the best available loop for its particular purposes. BlueStar believes that the testimony of Mr. Latham is necessary so that the Commission will have sufficient information to arbitrate Issue 5 in light of BellSouth's LMUSI proposal.

Based on discussions BlueStar has had with BellSouth, and a workshop conducted in the State of Georgia, Mr. Latham, rather than Mr. Pate, appears to be BellSouth's expert on the LMUSI process. When BlueStar asked to discuss changes to BellSouth's LMUSI proposal, Mr. Latham, who is the Product Manager for unbundled loops and various unbundled network elements, was the BellSouth representative added to the discussions. The decision on whether and how BellSouth's LMUSI could or would be modified appears to have depended on Mr. Latham's experience and input.

Further, BellSouth's presentation at a Georgia Public Service Commission Staff xDSL workshop held on April 14, 2000 leads to the same conclusion. At the workshop, BellSouth chose Mr. Latham to provide a detailed history concerning the different loops in BellSouth's system. Moreover, Mr. Latham was the BellSouth representative who discussed and responded to questions concerning the details of BellSouth's LMUSI process, including questions posed by BlueStar's representative. Consequently, it appears that Mr. Latham, rather than Mr. Pate, is BellSouth's subject matter expert on the LMUSI and is the most appropriate person to answer

questions about the details and capabilities of the process and BellSouth's ability to convert xDSL orders to UCL orders.

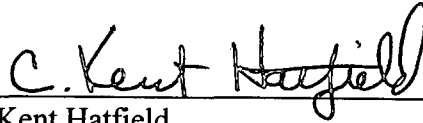
BlueStar, therefore, requests the opportunity to depose Mr. Latham¹ or, in the alternative, asks the Commission to order BellSouth to make Mr. Latham available at the hearing to answer questions concerning the LMUSI process. BlueStar is willing to travel to Birmingham, Alabama (in fact, a representative of BlueStar could be available to do so as early as April 27th), where Mr. Latham resides to take his deposition. BlueStar would also arrange for a telephone connection so that Commission Staff can listen to and participate in the deposition. BlueStar believes that information provided by Mr. Latham would greatly assist the Commission in arbitrating and resolving Issue 5.

CONCLUSION

For those reasons set forth above, the Commission should grant BlueStar's motion in all respects and either issue a subpoena for the taking of Mr. Latham's deposition for preservation of his testimony for presentation at the hearing or, in the alternative, order BellSouth to produce Mr. Latham at the hearing.

¹ BlueStar previously deposed Mr. Latham on February 16, 2000 during the parties' Florida arbitration. BellSouth has offered to allow BlueStar to admit that deposition into the record in this proceeding. However, at the time of that deposition, BellSouth had not yet proposed the LMUSI process and, thus, BlueStar was unable to question Mr. Latham on the details of this proposal.

Respectfully submitted,



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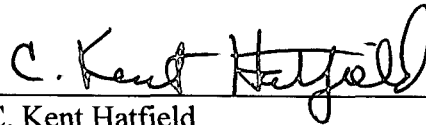
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Honorable Frank F. Chuppe
Honorable Kevin J. Hable
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COUNSEL FOR BLUESTAR NETWORKS, INC.

CERTIFICATE OF SERVICE

A copy of the foregoing was served this 21st day of April, 2000, by first class, United States mail, postage prepaid, upon all parties of record.



C. Kent Hatfield

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Attachment 2
Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1. Introduction

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

- 1.5 BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.
- 1.6 In the event that any final and nonappealable legislative, regulatory, judicial or other legal action modifies or redefines the "Network Elements" in a manner which materially affects the terms of this Attachment or the Network Elements and/or prices set forth herein, either Party may, on thirty (30) days written notice, require renegotiation of such terms, and the Parties shall renegotiate in good faith such new terms in accordance with such legislative, regulatory, judicial or other legal action. In the event such new terms are not renegotiated within ninety (90) days after the notice for renegotiation, either Party may petition the Commission for resolution of the dispute between the Parties. Each Party reserves the right to seek judicial review of any Commission ruling concerning this Attachment.
- 1.7 BlueStar will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service.

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

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

2.1 Unbundled Loops

2.1.1 Definition

2.1.2 The loop is the physical medium or functional path on which a subscriber's traffic is carried from the MDF or similar terminating device in a central office up to the termination at the NID at the customer's premise. Each loop will be provisioned with a NID.

2.1.3 The provisioning of service to a CLEC will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in collocation space. These cross-connects are a separate element and are not considered a part of the loop.

2.1.4 BellSouth Order Coordination referenced in Attachment 2 includes two types: "Order Coordination" and "Order Coordination - Time Specific."

2.1.5 "Order Coordination" refers to standard BellSouth service order coordination involving SL2 voice loops and all digital loops. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and BlueStar advised.

- 2.1.6 “Order Coordination – Time Specific” refers to service order coordination in which BlueStar requests a specific time for a service order conversion to take place. Loops on a single service order of 14 or more loops will be provisioned on a project basis. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. BlueStar may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If BlueStar specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.
- 2.1.7 Where facilities are available, BellSouth will install loops within a 5-7 business days interval. For orders of 14 or more loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by BlueStar, expedite charges will apply for intervals less than 5 days. The charges outlined in BellSouth’s FCC # 1 Tariff, Section 5.1.1, will apply. If BlueStar cancels an order for network elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC #1 Tariff, Section 5.4.
- 2.1.8 If BlueStar modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be reimbursed by BlueStar.
- 2.1.9 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2). SL1 loops will be non-designed, will not have test points, and will not come with any Order Coordination (OC) or engineering information/circuit make-up data. Upon issuance of an order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers. If BlueStar requests work to be done for SL1s that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.
- 2.1.10 SL2 loops shall have test points, will be designed with a Design Layout Record provided to BlueStar, and will be provided with Order Coordination. The OC

feature will allow BlueStar to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

- 2.1.11 BellSouth will also offer Unbundled Digital Loops (UDL). They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a Design Layout Record (DLR).
- 2.1.12 As a chargeable option on all loops except UVL-SL1 and UCL, BellSouth will offer Order Coordination - Time Specific (OC-TS). This will allow BlueStar the ability to specify the time that the coordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.
- 2.1.13 BlueStar will be responsible for testing and isolating troubles on the loops. Once BlueStar has isolated a trouble to the BellSouth provided loop, BlueStar will issue a trouble to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers.
- 2.1.14 If BlueStar reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge BlueStar for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.1.15 If BlueStar reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge BlueStar for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.1.15.1 In addition to the UVLs and UDLs, BellSouth shall make available an Unbundled Copper Loop (UCL). The UCL will be a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL will be offered in two versions – Short and Long. A short UCL (18 kft or less) will be provisioned according to Resistance Design parameters. The long UCL (beyond 18 kft.) will be used when a CLEC wants to condition copper loops longer than 18 kft. by removing load coils and other intervening equipment. BellSouth will only ensure electrical continuity and balance relative to tip and ring on UCLs.
- 2.1.15.2 The UCL loop will be a designed circuit, provisioned with a test point and come standard with a DLR. Order Coordination (OC) will be offered as a chargeable option on all UCL loops. Order Coordination – Time Specific (OC-TS) will not be offered on UCLs.

2.1.15.3 The UCL is a dry cooper loop and is not intended to support any particular telecommunications service. CLEC may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of CLEC's choosing. CLEC will determine the type of service that will be provided over the loop.

2.1.15.4 Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, CLEC agrees that BellSouth's UCL loop will not be held to the service level and performance expectations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL loops.

2.1.15.5 The UCL loop shall be provided to CLEC in accordance with BellSouth's Technical Reference 73600.

2.1.2 Technical Requirements

2.1.2.1 BellSouth will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, 2 and 4 wire xDSL, and digital data (up to 64 kb/s). Additional services may include digital PBXs, primary rate ISDN, Nx 64 kb/s, and DS1/DS3 and SONET private lines.

2.1.2.2 Digital Subscriber Line ("xDSL") Capable Loops. XDSL capable loops describe loops that may support various technologies and services. The "x" in xDSL is a placeholder for the various types of digital subscriber line services. An xDSL loop is a plain twisted pair copper loop. BellSouth will offer xDSL capable loops according to industry standards for CSA design loops (ADSL/HDSL) and resistance design loops (UCL). To the extent that these loops exist within the BellSouth network at a particular location, they will be provisioned without intervening devices, including but not limited to load coils, repeaters (unless so requested by Bluestar), or digital access main lines ("DAMLs"). These loops may contain bridged tap in accordance with the respective industry standards (CSA design loops may have up to 2,500 feet total (all bridged taps) and up to 2,000 feet for a single bridged tap; resistance design loops may have up to 6,000 ft). At Bluestar's request, BellSouth will provide Bluestar with xDSL loops other than those listed above, so long as Bluestar is willing to pay the loop conditioning costs needed to remove the above listed equipment and/or bridge taps from the loops. Any copper loop longer than 18kft requested by Bluestar through the loop conditioning process will be ordered, billed, and inventoried as UCLs. Loop conditioning costs will be charged in addition to the loop itself on any of the loops described in this section 2.1.2.2, Bluestar may provide any service that it chooses so long as such service is in compliance with FCC regulations and BellSouth's TR73600.

- 2.1.2.3 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.1.2.1 above. The foregoing sentence notwithstanding, in instances where BellSouth provides Bluestar with an xDSL loop that is over 12,000 feet in length, BellSouth will not be expected to maintain and repair the loop to the standards specified in the TR73600 and other standards referenced in this Agreement; provided, however, that for all loops (xDSL or otherwise) ordered by Bluestar, BellSouth agrees to maintain electrical continuity and to provide balance relative to tip and ring.
- 2.1.2.4 In instances where Bluestar requests BellSouth to provide Bluestar with an xDSL loop to a particular end-user premises and (I) there is no such facility (including without limitation spare copper) available, and (ii) there is a loop available that would meet the definition of an xDSL loop if it were conditioned consistent with the FCC's rules promulgated pursuant to the UNE Remand Order, FCC 99-238 (adopted Sept. 15, 1999) (*i.e.*, FCC Rule 51.319(a)(3)) (hereinafter "Conditioning Rules"), BellSouth shall offer such loop to Bluestar and shall offer to condition such loop consistent with the Conditioning Rules. In those cases where Bluestar requests that BellSouth remove equipment from a loop longer than 18kft, and this equipment is required to provide normal voice services, Bluestar agrees to pay a re-conditioning charge in order to bring the loop back up to its original specifications.
- 2.1.2.5 The Parties agree that such conditioning charges shall be interim and subject to true-up (up or down), pending the determination by the relevant Commission of conditioning charges. The Parties further agree that, if and when a Commission (in a final order not stayed) orders or otherwise adopts conditioning charges, they shall amend this Agreement to reflect said charges. If the Parties are unable to reach agreement on such an amendment, either Party may petition the appropriate Commission for relief pursuant to the dispute resolution procedures described in the General Terms and Conditions – Part A of this Agreement.
- 2.1.2.6 In those cases where Bluestar has requested that BellSouth remove equipment from the BellSouth loop, BellSouth will not be expected to maintain and repair the loop to the standards specified for that loop type in the TR73600 and other standards referenced in this Agreement.
- 2.1.2.7 In addition, Bluestar recognizes that there may be instances where a loop modified pursuant to this subsection 2.1.2.5 may be subjected to normal network configuration changes that may cause the circuit characteristics to be changed and may create an outage of the service that Bluestar has placed on the loop (e.g., a copper voice loop is modified by the removal of load coils so that Bluestar may attempt to provide xDSL service. BellSouth's records may still reflect that the loop is a voice circuit. BellSouth performs a network efficiency job and rolls the

loop to a DLC. The original voice loop would not have been impacted by this move but the xDSL loop will likely not support xDSL service). If this occurs, BellSouth will work cooperatively with BlueStar to restore the circuit to its previous xDSL capable status as quickly as possible.

- 2.1.3 The loop shall be provided to BlueStar in accordance with the following Technical References:
 - 2.1.3.1 BellSouth's TR73600, Unbundled Local Loop Technical Specification
 - 2.1.3.2 Telcordia (formerly BellCore) TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.
 - 2.1.3.3 Telcordia (formerly BellCore) TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.
 - 2.1.3.4 ANSI T1.102 - 1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.
 - 2.1.3.5 ANSI T1.403 - 1989, American National Standard for Telecommunications - Carrier to Customer Installation, DS1 Metallic Interface Specification.

2.2 **Integrated Digital Loop Carriers**

- 2.2.1 Where BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local loop and BellSouth has a suitable alternate facility available, BellSouth will make arrangements to permit BlueStar to order a contiguous local loop. To the extent it is technically feasible, these arrangements will provide BlueStar with the capability to serve end users at a level that is at parity with the level of service BellSouth provides its customers. If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. BlueStar will then have the option of paying the one-time SC rates to place the loop facilities or BlueStar may choose some other method of providing service to the end-user (e.g., Resale, private facilities, etc.).

2.3 **Network Interface Device**

2.3.1 Definition

- 2.3.1.1 The Network Interface Device (NID) is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the end user customer's premises. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end-user customer. The NID features two independent chambers or divisions which separate the service provider's network from the end user customer's inside wiring. Each chamber or division contains the appropriate connection points or

posts to which the service provider, and the end-user customer each make their connections. The NID provides a protective ground connection, and is capable of terminating cables such as twisted pair cable.

2.3.2 Technical Requirements

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

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

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

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

2.3.2.5 Where feasible, the NID shall be physically accessible to BlueStar designated personnel. In cases where entrance to the end user's premises is required to give access to the NID, BlueStar shall obtain entrance permission directly from the end user.

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

2.3.3 Interface Requirements

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

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

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

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

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

2.4 **Unbundled Loop Concentration (ULC) System**

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

2.4.2 ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high speed connection from the concentrator will be at the electrical DS1 level and may connect to BlueStar at BlueStar's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to the CLEC's collocation space. ULC service is offered with or without concentration and with or without protection. A Line Interface element will be required for each loop that is terminated onto the ULC system. Rates for ULC are as set forth in this Attachment.

2.5 **Sub-loop Elements**

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

2.5.2 Unbundled Sub-Loop (USL)

2.5.2.1 Definition

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

- 2.5.2.1.2 The Unbundled Sub-Loop will consist of a copper twisted pair. In areas with fiber distribution, Unbundled Sub-Loops cannot be provided.
- 2.5.3 Requirements for All Unbundled Sub-Loops
 - 2.5.3.1 Voice grade Unbundled Sub-Loops were originally built as part of the entire voice grade loop from the BellSouth central office to the customer network interface. Therefore, the voice grade Unbundled Sub-Loop may have load coils which are necessary for transmission of voice grade services. The voice grade Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.
 - 2.5.3.2 Unbundled Sub-Loop shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. In a scenario that involves connection at a BellSouth cross-box located in the field, BlueStar would be required to deliver a cable to the BellSouth remote terminal or cross-box to provide continuity to BlueStar's feeder facilities. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box. BlueStar's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician. In a scenario that requires connection in a building equipment room, BellSouth will install a cross connect panel on which access to the requested sub-loops will be connected. The CLEC's cable pairs can then be connected to the Unbundled Sub-Loop pairs on this cross-connect panel by the BellSouth technician.
 - 2.5.3.3 BellSouth will provide Unbundled Sub-Loops where possible. Through the firm order Service Inquiry (SI) process, BellSouth will determine if it is feasible to place the required facilities where BlueStar has requested access to Unbundled Sub-Loops. If existing capacity is sufficient to meet the CLEC demand, then BellSouth will perform the set-up work as described in section 2.5.3.4. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in 2.5.3.4) to accommodate BlueStar's request for Unbundled Sub-Loops, BellSouth will use its Special Construction (SC) process to determine the additional costs required to provision the Unbundled Sub-Loops. BlueStar will then have the option of paying the one-time SC charge to modify the facilities to meet BlueStar's request.
 - 2.5.3.4 During the initial set-up in a BellSouth cross-connect box in the field, the BellSouth technician will perform the necessary work to splice the CLEC's cable into the cross-connect box. For the set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel that will be used to provide access to the requested USLs. Once the set-up is complete, the CLEC requested sub-loop pairs would be provisioned through the service order process based on the submission of a LSR to the LCSC.
- 2.5.4 Interface Requirements

- 2.5.4.1 Unbundled Sub-Loop shall be equal to or better than each of the applicable interface requirements set forth in the following technical reference:
 - 2.5.4.1.1 Telcordia (formerly BellCore) TR-NWT-000049, "Generic Requirements for Outdoor Telephone Network Interface Devices," Issued December 1,1994;
- 2.5.5 Unbundled Sub-Loop Concentration System (USLC)
 - 2.5.5.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth will provide to BlueStar with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into BlueStar's collocation space. TR-008 and TR303 interface standards are available.
 - 2.5.5.2 USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of BlueStar's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of BlueStar's sub-loops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to the CLEC's collocation space within the SWC that serves the RT where the CLEC's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.
 - 2.5.5.3 In these scenarios BlueStar would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow BlueStar's sub-loops to then be placed on the ULSC and transported to their collocation space at a DS1 level.
- 2.5.6 Unbundled Network Terminating Wire (UNTW)
 - 2.5.6.1 BellSouth agrees to offer its Unbundled Network Terminating Wire (UNTW) to BlueStar pursuant to the following terms and conditions at rates as set forth in this Attachment.
 - 2.5.6.2 Definition
 - 2.5.7 UNTW is twisted copper wire that extends from BellSouth's point-of-entry into a multi-dwelling unit (MDU) complex or multi-tenant unit (MTU) complex to the point of demarcation at the end-users location. The UNTW will not include a Network Interface Device (NID).

2.5.8 Requirements

- 2.5.8.1 BellSouth will retain the first pair of NTW going into each end user premises. BellSouth will offer spare pairs that are available to an end users premises to BlueStar. Available spare pairs are defined as pairs that are not being utilized by BellSouth or by a third party to provide an end user with working service at the time of BlueStar's request for UNTW. If no spare pairs are available and the end user is no longer using BellSouth's local service, BellSouth will relinquish the first pair to BlueStar. If after BellSouth has relinquished the first pair to BlueStar and the end user decides to change local service providers to BellSouth, BlueStar will relinquish the first pair back to BellSouth.
- 2.5.8.2 Notwithstanding the foregoing, should BellSouth subsequently require the use of additional pair(s) to provide for the activation of additional lines in an end users premises in response to a request from such end user, BlueStar agrees to surrender their spare pair(s) upon request by BellSouth.
- 2.5.8.3 If an end user of BlueStar desires to receive local exchange service from a service provider who is not a Party to this Agreement, and such third party service provider needs access to the BellSouth UNTW to provide local exchange service to the end user, then BlueStar agrees to surrender the requisite number of its inactive spare pair(s) if no other spare pair is available and upon request by BellSouth.
- 2.5.8.4 If BlueStar has placed NTW at a location and an end user desires to receive local exchange service from BellSouth and BellSouth needs access to BlueStar's NTW to provide local exchange service to the end user, then BlueStar agrees to surrender the requisite number of its spare pair(s) upon request by BellSouth.
- 2.5.8.5 In new construction, where possible, both Parties may at their option and with the property owner's agreement install their own NTW. In existing construction, BellSouth shall not be required to install new or additional NTW beyond existing NTW to provision the services of the CLEC.

2.5.9 Technical Requirements

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

2.6 **Dark Fiber**

- 2.6.1 BellSouth agrees to offer access to Dark Fiber pursuant to the terms and conditions following and at the rates set forth in this Attachment. In Georgia,

BellSouth is not required to construct the fiber if it is not available. In Kentucky, if BellSouth has plans to use the fiber in a three year planning period, there is no requirement to provide it. In all other states, BellSouth is not required to place the fibers if there are no fibers available. The Parties agree that Dark Fiber will be used in the provisioning of local service.

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

2.6.3 Requirements

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

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

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

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

2.7 **Rates**

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

2.8 **Operational Support Systems (OSS)**

BellSouth has developed and made available the following mechanized systems by which BlueStar 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	AL, GA, LA, MS, SC	FL, KY, NC, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50	\$3.50
	SOMECH	SOMECH
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	\$19.99
		SOMAN

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

2.8.1 Denial/Restoral OSS Charge

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

2.8.2 Cancellation OSS Charge

BlueStar will incur an OSS charge for an accepted LSR that is later canceled by BlueStar.

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

2.8.3 Network Elements and Other Services Manual Additive

2.8.3.1 The Commissions in Alabama, Georgia, Louisiana, Mississippi and South Carolina have ordered incremental manual non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR.

2.8.4 Threshold Billing Plan

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

Year	Ratio: Mechanized/Total LSRs
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

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

3. **Switching**

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

3.1 **Local Switching**

3.1.1 Definition

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

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

- 3.1.1.1 A featureless port is one that has a line port, switching functionality, and an interoffice port. A featured port is a port that includes all features then capable or a number of then capable features specifically requested by BlueStar. Any features that are not currently then capable but are technically feasible through the switch can be requested through the BFR process.
- 3.1.1.2 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to BlueStar purchasing local BellSouth switching and reselling BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. BlueStar customers may use the same dialing arrangements as BellSouth customers, but obtain a BlueStar branded service.
- 3.1.2 Technical Requirements
- 3.1.2.1 The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function of Local Switching.
- 3.1.2.2 Local Switching shall be equal to or better than the requirements for Local Switching set forth in Telcordia (formerly BellCore)'s Local Switching Systems General Requirements (FR-NWT-000064).
- 3.1.2.3 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.
- 3.1.2.4 Subject to this section, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by BlueStar will be made pursuant to the Bona Fide Request/ New Business Request Process as set forth in General Terms and Conditions.

- 3.1.2.5 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.
- 3.1.2.6 BellSouth shall activate service for an BlueStar customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to BlueStar's services without loss of switch feature functionality as defined in this Agreement.
- 3.1.2.7 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.
- 3.1.2.8 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.
- 3.1.2.9 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non discriminatory manner.
- 3.1.2.10 BellSouth shall perform manual call trace and permit customer originated call trace.
- 3.1.2.11 Special Services provided by BellSouth will include the following:
 - 3.1.2.11.1 Telephone Service Prioritization;
 - 3.1.2.11.2 Related services for handicapped;
 - 3.1.2.11.3 Soft dial tone where required by law; and
 - 3.1.2.11.4 Any other service required by law.
- 3.1.2.12 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STP). These capabilities shall adhere to Telcordia (formerly BellCore) specifications - TCAP (GR-1432-CORE), ISUP (GR-905-CORE), Call Management (GR-1429-CORE), Switched Fractional DS1 (GR-1357-CORE), Toll Free Service (GR-1428-CORE), Calling Name (GR-1597-CORE), Line Information Database (GR-954-CORE), and Advanced Intelligent Network (GR-2863-CORE).
- 3.1.2.13 BellSouth shall provide interfaces to adjuncts through Telcordia (formerly BellCore) standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.

- 3.1.2.14 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to BlueStar, upon a reasonable request from BlueStar. CLEC will pay BellSouth for all costs incurred to provide such performance data through the Business Opportunity Request process.
- 3.1.2.15 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party. Such feature offerings shall include but are not limited to:
 - 3.1.2.15.1 Basic and primary rate ISDN;
 - 3.1.2.15.2 Residential features;
 - 3.1.2.15.3 Customer Local Area Signaling Services (CLASS/LASS);
 - 3.1.2.15.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and
 - 3.1.2.15.5 Advanced intelligent network triggers supporting BlueStar and BellSouth service applications.
- 3.1.3 BellSouth shall offer to BlueStar all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services. Triggers that are currently available are:
 - 3.1.3.1.1.1 Off-Hook Immediate
 - 3.1.3.1.1.2 Off-Hook Delay
 - 3.1.3.1.1.3 Termination Attempt
 - 3.1.3.1.1.4 6/10 Public Office Dialing Plan
 - 3.1.3.1.1.5 Feature Code Dialing
 - 3.1.3.1.1.6 Customer Dialing Plan
 - 3.1.3.1.2 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to BlueStar:
 - 3.1.3.1.2.1 Private EAMF Trunk
 - 3.1.3.1.2.2 Shared Interoffice Trunk (EAMF, SS7)
 - 3.1.3.1.2.3 N11
 - 3.1.3.1.2.4 Automatic Route Selection

- 3.1.3.2 Where capacity exists, BellSouth shall assign each BlueStar customer line the class of service designated by BlueStar (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from BlueStar customers to BlueStar directory assistance operators at BlueStar's option.
- 3.1.3.3 Where capacity exists, BellSouth shall assign each BlueStar customer line the class of services designated by BlueStar (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from BlueStar customers to BlueStar operators at BlueStar's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an BlueStar Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.
- 3.1.3.4 Local Switching shall be offered in accordance with the requirements of the following technical references:
 - 3.1.3.4.1 Telcordia (formerly BellCore) GR-1298-CORE, AIN Switching System Generic Requirements, as implemented in BellSouth's switching equipment;
 - 3.1.3.4.2 Telcordia (formerly BellCore) GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements;
 - 3.1.3.4.3 Telcordia (formerly BellCore) TR-NWT-001284, AIN 0.1 Switching System Generic Requirements;
 - 3.1.3.4.4 Telcordia (formerly BellCore) SR-NWT-002247, AIN Release 1 Update.
- 3.1.4 Interface Requirements
 - 3.1.4.1 BellSouth shall provide the following interfaces to loops:
 - 3.1.4.2 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
 - 3.1.4.3 Coin phone signaling;
 - 3.1.4.4 Basic Rate Interface ISDN adhering to appropriate Telcordia (formerly BellCore) Technical Requirements;
 - 3.1.4.5 Two-wire analog interface to PBX;
 - 3.1.4.5.1 Four-wire analog interface to PBX;
 - 3.1.4.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);

- 3.1.4.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia (formerly BellCore) Technical Requirements;
- 3.1.4.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and
- 3.1.4.9 Loops adhering to Telcordia (formerly BellCore) TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.
- 3.1.4.10 BellSouth shall provide access to the following but not limited to:
- 3.1.4.11 SS7 Signaling Network or Multi-Frequency trunking if requested by BlueStar;
- 3.1.4.12 Interface to BlueStar operator services systems or Operator Services through appropriate trunk interconnections for the system; and
- 3.1.4.13 Interface to BlueStar Directory Assistance Services through the BlueStar switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other BlueStar required access to interexchange carriers as requested through appropriate trunk interfaces.

3.2 **Tandem Switching**

3.2.1 Definition

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

3.2.2 Technical Requirements

- 3.2.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:
 - 3.2.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;
 - 3.2.2.1.2 Tandem Switching will provide screening as jointly agreed to by BlueStar and BellSouth;
 - 3.2.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;
 - 3.2.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by BlueStar;

- 3.2.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));
 - 3.2.2.1.5.1 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
 - 3.2.2.1.5.2 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.
- 3.2.2.1.6 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXCs, ICOs, CAPs and CLEC switches.
- 3.2.2.1.7 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLEC's (e.g., between a CLEC end office and the end office of another CLEC).
- 3.2.2.1.8 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
- 3.2.2.1.9 Tandem Switching shall record billable events and send them to the area billing centers designated by BlueStar. Tandem Switching will provide recording of all billable events as jointly agreed to by BlueStar and BellSouth.
- 3.2.2.1.10 Upon a reasonable request from BlueStar, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to BlueStar.
- 3.2.2.1.11 BellSouth shall maintain BlueStar's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.
- 3.2.2.1.12 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non discriminatory manner.
- 3.2.2.1.13 Selective Call Routing through the use of line class codes is not available through the use of tandem switching. Selective Call Routing through the use of line class codes is an end office capability only. Detailed primary and overflow routing plans for all interfaces available within BellSouth's switching network shall be mutually agreed to by BlueStar and BellSouth.
- 3.2.2.1.14 Tandem Switching shall process originating toll-free traffic received from BlueStar's local switch.

- 3.2.2.1.15 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.
- 3.2.2.2 Interface Requirements
 - 3.2.2.2.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
 - 3.2.2.2.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.
 - 3.2.2.2.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.
 - 3.2.2.2.4 Tandem Switching shall interconnect with BlueStar's switch, using two-way trunks, for traffic that is transiting via BellSouth's network to interLATA or intraLATA carriers. At BlueStar's request, Tandem Switching shall record and keep records of traffic for billing.
 - 3.2.2.2.5 Tandem Switching shall provide an alternate final routing pattern for BlueStar's traffic overflowing from direct end office high usage trunk groups.
- 3.2.2.3 Tandem Switching shall meet or exceed (i.e., be more favorable to BlueStar) each of the requirements for Tandem Switching set forth in the following technical references:
 - 3.2.2.3.1 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;
 - 3.2.2.3.2 GR-905-CORE covering CCSNIS;
 - 3.2.2.4 GR-1429-CORE for call management features; and GR-2863-CORE and Telcordia (formerly BellCore) GR-2902-CORE covering CCS AIN interconnection.

3.3 Rates

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

3.4 Operational Support Systems (OSS)

BellSouth has developed and made available the following mechanized systems by which BlueStar 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	AL, GA, LA, MS, SC	FL, KY, NC, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50	\$3.50
	SOME C	SOME C
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	\$19.99
		SOMAN

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

3.4.1 Denial/Restoral OSS Charge

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

3.4.2 Cancellation OSS Charge

BlueStar will incur an OSS charge for an accepted LSR that is later canceled by BlueStar.

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

3.4.3 Network Elements and Other Services Manual Additive

3.4.3.4 The Commissions in Alabama, Georgia, Louisiana, Mississippi and South Carolina have ordered incremental manual non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR.

3.4.4 Threshold Billing Plan

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

Year	Ratio: Mechanized/Total LSRs
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

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

4. Transport and Dark Fiber

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

4.1 Transport

4.1.1 Definition of Common (Shared) Transport

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

4.1.2 Technical Requirements of Common (Shared) Transport

- 4.1.2.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards.
- 4.1.2.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.
- 4.1.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.
- 4.1.2.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the following technical references (as applicable for the transport technology being used):
 - 4.1.2.4.1 ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;
 - 4.1.2.5 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;
 - 4.1.2.6 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;

- 4.1.2.7 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;
- 4.1.2.8 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching;
- 4.1.2.9 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;
- 4.1.2.10 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;
- 4.1.2.11 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;
- 4.1.2.12 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;
- 4.1.2.13 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;
- 4.1.2.14 ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;
- 4.1.2.15 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;
- 4.1.2.16 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);
- 4.1.2.17 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
- 4.1.2.18 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
- 4.1.2.19 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;

- 4.1.2.20 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);
- 4.1.2.21 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;
- 4.1.2.22 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;
- 4.1.2.23 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);
- 4.1.2.24 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;
- 4.1.2.25 Telcordia (formerly BellCore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 4.1.2.26 Telcordia (formerly BellCore) GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
- 4.1.2.27 Telcordia (formerly BellCore) GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;
- 4.1.2.28 Telcordia (formerly BellCore) TR-NWT 000507, Transmission, Section 7, Issue 5 (Telcordia (formerly BellCore), December 1993). (A module of LSSGR, FR-NWT-000064.);
- 4.1.2.29 Telcordia (formerly BellCore) TR-NWT-000776, Network Interface Description for ISDN Customer Access;
- 4.1.2.30 Telcordia (formerly BellCore) TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;
- 4.1.2.31 Telcordia (formerly BellCore) ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;
- 4.1.2.32 Telcordia (formerly BellCore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987.

4.2 **Dedicated Transport**

4.2.1 Definitions

- 4.2.2 Dedicated Transport is defined as BellSouth transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers.
- 4.2.3 Unbundled Local Channel
- 4.2.4 Unbundled Local Channel is the dedicated transmission path between BlueStar's Point of Presence and the BellSouth Serving Wire Center's collocation.
- 4.2.5 Unbundled Interoffice Channel.
- 4.2.6 Unbundled Interoffice Channel is the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.
- 4.2.7 BellSouth shall offer Dedicated Transport in each of the following ways:
 - 4.2.7.1 As capacity on a shared UNE facility.
 - 4.2.7.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to BlueStar. This circuit shall consist of an Unbundled Local Channel or an Unbundled Interoffice Channel or both.
- 4.2.8 When Dedicated Transport is provided it shall include:
 - 4.2.8.1 Transmission equipment such as, line terminating equipment, amplifiers, and regenerators;
 - 4.2.8.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable.
- 4.2.9 Rates for Dedicated Transport are listed in this Attachment. For those states that do not contain rates in this Attachment the rates in the applicable State Access Tariff will apply as interim rates. When final rates are developed, these interim rates will be subject to true-up, and the Parties will amend the Agreement to reflect the new rates.
- 4.2.10 Technical Requirements
 - 4.2.10.1 This Section sets forth technical requirements for all Dedicated Transport.
 - 4.2.10.2 When BellSouth provides Dedicated Transport, the entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to BlueStar designated traffic.

- 4.2.10.3 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, (1) DS0, DS1 and DS3 transport services, and (2) SONET at available transmission bit rates.
- 4.2.10.4 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards.
- 4.2.10.5 Where applicable, for DS3, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.
- 4.2.10.6 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
 - 4.2.10.6.1 DS0 Equivalent;
 - 4.2.10.6.2 DS1 (Extended SuperFrame - ESF);
 - 4.2.10.6.3 DS3 (signal must be framed);
 - 4.2.10.6.4 SDH (Synchronous Digital Hierarchy) Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
 - 4.2.10.6.5 When Dedicated Transport is provided, BellSouth shall design it according to BellSouth's network infrastructure to allow for the termination points specified by BlueStar.
- 4.2.11 National References:
 - 4.2.11.1 ANSI T1.101-1994 American National Standard for Telecommunications – *Synchronization Interface for Digital Networks*;
 - 4.2.11.2 ANSI T1.105-1995 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Basic Description including Multiplex Structure, Rates, and Formats*;
 - 4.2.11.3 ANSI T1.105.01-1995 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Automatic Protection Switching*;
 - 4.2.11.4 ANSI T1.105.02-1995 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Payload Mappings*;

- 4.2.11.5 ANSI T1.105.03-1994 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Jitter at Network Interfaces;*
- 4.2.11.6 ANSI T1.105.03a-1995 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Jitter at Network Interfaces – DSI Supplement;*
- 4.2.11.7 ANSI T1.107-1995 American National Standard for Telecommunications – *Digital Hierarchy – Formats Specifications;*
- 4.2.11.8 ANSI T1.403-1995 American National Standard for Telecommunications – *Network-to-Customer Installation – DSI Metallic Interface;*
- 4.2.11.9 ANSI T1.404-1994 American National Standard for Telecommunications – *Network-to-Customer Installation – DS3 Metallic Interface Specification;*
- 4.2.11.10 ANSI T1.404a-1996 American National Standard for Telecommunications – *Network-to-Customer Installation – DS3 Metallic Interface Specification (supplement);*
- 4.2.11.11 IEC 825-1 Safety of Laser Products, Part 1: Equipment classifications, requirements and user's guide, First Edition, 1999-11;
- 4.2.11.12 IEC 825-2 Safety of Laser Products, Part 2: Safety of optical fiber communication systems, First Edition, 1993-09;
- 4.2.11.13 ANSI T1.102-1993, American National Standard for Telecommunications – *Digital Hierarchy – Electrical Interfaces;*
- 4.2.11.14 ANSI T1.107-1995, American National Standard for Telecommunications – *Digital Hierarchy – Formats Specifications;*
- 4.2.11.15 Telecordia (formerly Bellcore) Technical Documents:
 - 4.2.11.15.1 GR-20-CORE Generic Requirements for Optical Fiber and Optical Fiber Cables, Issue 1, December 1994;
 - 4.2.11.15.2 GR-253-CORE Synchronous Optical Network (SONET) Transport Systems: Common Criteria Physical Layer, Issue 1, December 1994;
 - 4.2.11.15.3 GR-342-CORE High-Capacity Digital Special Access Service Transmission Parameter Limits and Interface Combination, Issue 1, December 1995;
 - 4.2.11.15.4 GR-436-CORE Digital Network Synchronization Plan, Issue 1, June 1994

- 4.2.11.15.5 GR-1365-CORE SONET Private Line Service Interface Generic Criteria for End Users, Issue 1, December 1994;
- 4.2.11.15.6 Telecordia (formerly Bellcore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 4.2.11.15.7 Telecordia (formerly Bellcore) GR-820-CORE, Generic Transmission Surveillance; DS1 & DS3 Performance;
- 4.2.11.15.8 Telecordia (formerly Bellcore) TR-NWT 000507, Transmission, Section 7, Issue 5 (Telecordia (formerly BellCore), December 1993). (A module of LSSGR, FR-NWT-000064.);
- 4.2.11.15.9 Telecordia (formerly Bellcore) GR-342-CORE, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 December 1995;
- 4.2.11.15.10 Telecordia (formerly Bellcore) ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue 1 May 1989;
- 4.2.11.15.11 Telecorida (formerly Bellcore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1, August 1987;
- 4.2.11.15.12 BellSouth Technical References:
- 4.2.11.15.13 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
- 4.2.11.15.14 TR 73501 LightGate[®]Service Interface and Performance Specifications, Issue D, June 1995.
- 4.2.11.15.15 TR 73525 MegaLink[®]Service, MegaLink Channel Service & MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.
- 4.3 Dark Fiber
- 4.3.1 BellSouth agrees to offer access to Dark Fiber pursuant to the terms and conditions following and at the rates set forth in this Attachment. In Georgia, BellSouth is not required to construct the fiber if it is not available. In Kentucky, if BellSouth has plans to use the fiber in a three year planning period, there is no requirement to provide it. In all other states, BellSouth is not required to place the

fibers if there are no fibers available. The Parties agree that Dark Fiber will be used in the provisioning of local service.

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

4.3.3 Requirements

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

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

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

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

4.4 **Rates**

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

4.5 **Operational Support Systems (OSS)**

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

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer

TAG Telecommunications Access Gateway

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

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, MS, SC	FL, KY, NC, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50	\$3.50
	SOMECH	SOMECH
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	\$19.99
		SOMAN

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

4.5.2 Denial/Restoral OSS Charge

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

4.5.3 Cancellation OSS Charge

BlueStar will incur an OSS charge for an accepted LSR that is later canceled by BlueStar.

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

4.5.4 Network Elements and Other Services Manual Additive

The Commissions in Alabama, Georgia, Louisiana, Mississippi and South Carolina have ordered incremental manual non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR.

4.5.5 Threshold Billing Plan

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

Year	Ratio: Mechanized/Total LSRs
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

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

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

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

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

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

5.1.2 Technical Requirements

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

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

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

5.1.2.3.1 Network Management;

5.1.2.3.2 Customer Sample Collection; and

5.1.2.3.3 Service Maintenance.

5.2 Automatic Location Identification/Data Management System (ALI/DMS)

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

5.1 **Rates**

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

6. Line Information Database (LIDB)

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

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

6.1.1 Definition

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

6.1.3 Technical Requirements

6.1.4 BellSouth will offer to BlueStar any additional capabilities that are developed for LIDB during the life of this Agreement.

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

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

6.1.4.3 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked, shall not exceed 30 minutes per year.

6.1.4.4 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.

- 6.1.4.5 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.
- 6.1.4.6 All additions, updates and deletions of BlueStar data to the LIDB shall be solely at the direction of BlueStar. Such direction from BlueStar will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 6.1.4.7 BellSouth shall provide priority updates to LIDB for BlueStar data upon BlueStar's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.
- 6.1.4.8 BellSouth shall provide LIDB systems such that no more than 0.01% of BlueStar customer records will be missing from LIDB, as measured by BlueStar audits. BellSouth will audit BlueStar records in LIDB against DBAS to identify record mismatches and provide this data to a designated BlueStar contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to BlueStar within one business day of audit. Once reconciled records are received back from BlueStar, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact BlueStar to negotiate a time frame for the updates, not to exceed three business days.
- 6.1.4.9 BellSouth shall perform backup and recovery of all of BlueStar's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.
- 6.1.4.10 BellSouth shall provide BlueStar with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between BlueStar and BellSouth.
- 6.1.4.11 BellSouth shall prevent any access to or use of BlueStar data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by BlueStar in writing.
- 6.1.4.12 BellSouth shall provide BlueStar performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by

BlueStar at least at parity with BellSouth Customer Data. BellSouth shall obtain from BlueStar the screening information associated with LIDB Data Screening of BlueStar data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to BlueStar under the Bona Fide Request/New Business Process as set forth in General Terms and Conditions .

- 6.1.4.13 BellSouth shall accept queries to LIDB associated with BlueStar customer records, and shall return responses in accordance with industry standards.
- 6.1.4.14 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 6.1.4.15 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.

6.1.5 Interface Requirements

6.1.6 BellSouth shall offer LIDB in accordance with the requirements of this subsection.

6.1.6.1 The interface to LIDB shall be in accordance with the technical references contained within.

6.1.6.2 The CCS interface to LIDB shall be the standard interface described herein.

6.1.6.3 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

6.2 **Rates**

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

7. Signaling

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

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

7.1 Signaling Link Transport

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

7.1.2 Technical Requirements

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

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

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

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

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

7.1.4.1 An A-link layer shall consist of two links.

7.1.4.2 A B-link layer shall consist of four links.

7.1.5 A signaling link layer shall satisfy a performance objective such that:

7.1.5.1 There shall be no more than two minutes down time per year for an A-link layer; and

- 7.1.5.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.
- 7.1.6 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
 - 7.1.6.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and
 - 7.1.6.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).
- 7.1.7 Interface Requirements
 - 7.1.7.1 There shall be a DS1 (1.544 Mbps) interface at the BlueStar designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.
- 7.2 **Signaling Transfer Points (STPs)**
 - 7.2.1 Definition - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.
 - 7.2.2 Technical Requirements
 - 7.2.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:
 - 7.2.2.1.1 BellSouth Local Switching or Tandem Switching;
 - 7.2.2.1.2 BellSouth Service Control Points/DataBases;
 - 7.2.2.1.3 Third-party local or tandem switching;
 - 7.2.2.1.4 Third-party-provided STPs.
 - 7.2.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This explicitly includes the use of the BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transient messages). When the BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the

Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

- 7.2.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an BlueStar local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between BlueStar local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.
- 7.2.2.4 STPs shall provide all functions of the MTP as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. This includes:
 - 7.2.2.4.1 Signaling Data Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements;
 - 7.2.2.4.2 Signaling Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements; and
 - 7.2.2.4.3 Signaling Network Management functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements.
- 7.2.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a BlueStar or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a BlueStar database, then BlueStar agrees to provide BellSouth with the Destination Point Code for the BlueStar database.
- 7.2.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 12.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:
 - 7.2.2.6.1 MTP Routing Verification Test (MRVT); and
 - 7.2.2.6.2 SCCP Routing Verification Test (SRVT).

7.2.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an BlueStar or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPs, and if mutually agreed upon by BlueStar and BellSouth.

7.2.2.8 STPs shall be on parity with BellSouth.

7.2.2.9 SS7 Advanced Intelligent Network (AIN) Access

7.2.2.9.1 When technically feasible and upon request by BlueStar, SS7 Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the BlueStar SS7 network to exchange TCAP queries and responses with an BlueStar SCP.

7.2.2.9.2 SS7 AIN Access shall provide BlueStar SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and BlueStar SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the BlueStar SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.

7.2.3 Interface Requirements

7.2.3.1 BellSouth shall provide the following STPs options to connect BlueStar or BlueStar-designated local switching systems or STPs to the BellSouth SS7 network:

7.2.3.1.1 An A-link interface from BlueStar local switching systems; and,

7.2.3.1.2 A B-link interface from BlueStar local STPs.

7.2.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links.

7.2.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within

the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting BlueStar local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and BlueStar will work jointly to establish mutually acceptable SPOIs.

- 7.2.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and BlueStar will work jointly to establish mutually acceptable SPOIs.
- 7.2.3.5 BellSouth shall provide MTP and SCCP protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:
 - 7.2.3.5.1 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
 - 7.2.3.5.2 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).
- 7.2.3.6 Message Screening
 - 7.2.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from BlueStar local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the BlueStar switching system has a legitimate signaling relation.
 - 7.2.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from BlueStar local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the BlueStar switching system has a legitimate signaling relation.
 - 7.2.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from BlueStar from any signaling point or network interconnected through BellSouth's SS7 network where the BlueStar SCP has a legitimate signaling relation.
- 7.2.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:
 - 7.2.4.1 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);

- 7.2.4.2 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
- 7.2.4.3 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);
- 7.2.4.4 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
- 7.2.4.5 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);
- 7.2.4.6 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
- 7.2.4.7 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); and
- 7.2.4.8 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

7.3 **Service Control Points/Databases**

7.3.1 Definition

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

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

7.3.3 Technical Requirements for SCPs/Databases

- 7.3.3.1 Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to BlueStar in accordance with the following requirements.
- 7.3.3.2 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.
- 7.3.3.3 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).
- 7.3.3.4 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

7.3.4 Database Availability

- 7.3.4.1 Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.
- 7.3.4.2 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for BlueStar customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

7.4 **Local Number Portability Database**

7.4.1 Definition

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

7.5 **SS7 Network Interconnection**

- 7.5.1 Definition. SS7 Network Interconnection is the interconnection of BlueStar local Signaling Transfer Point Switches (STP) and BlueStar local or tandem switching systems with BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and

databases (DBs), BlueStar local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

7.5.2 Technical Requirements

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

7.5.2.1.1 BellSouth local or tandem switching systems;

7.5.2.1.2 BellSouth DBs; and

7.5.2.1.3 Other third-party local or tandem switching systems.

7.5.3 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and BlueStar or other third-party switching systems with A-link access to the BellSouth SS7 network.

7.5.4 If traffic is routed based on dialed or translated digits between an BlueStar local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the BlueStar local STPs and BellSouth or other third-party local switch.

7.5.5 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).

7.5.6 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:

7.5.6.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

7.5.6.2 Signaling Link functions, as specified in ANSI T1.111.3; and

7.5.6.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

7.5.7 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem

switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is an BlueStar local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of BlueStar local STPs, and shall not include SCCP Subsystem Management of the destination.

- 7.5.8 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.
- 7.5.9 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.
- 7.5.10 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection shall provide these functions of the OMAP.
- 7.5.11 SS7 Network Interconnection shall be equal to or better than the following performance requirements:
 - 7.5.11.1 MTP Performance, as specified in ANSI T1.111.6;
 - 7.5.11.2 SCCP Performance, as specified in ANSI T1.112.5; and
 - 7.5.11.3 ISDNUP Performance, as specified in ANSI T1.113.5.
- 7.5.12 Interface Requirements
 - 7.5.12.1 BellSouth shall offer the following SS7 Network Interconnection options to connect BlueStar or BlueStar-designated local or tandem switching systems or STPs to the BellSouth SS7 network:
 - 7.5.12.1.1 A-link interface from BlueStar local or tandem switching systems; and
 - 7.5.12.1.2 B-link interface from BlueStar STPs.
 - 7.5.12.2 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting BlueStar local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and BlueStar will work jointly to establish mutually acceptable SPOI.

- 7.5.12.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and BlueStar will work jointly to establish mutually acceptable SPOI.
- 7.5.12.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the following specifications:
 - 7.5.12.4.1 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
 - 7.5.12.4.2 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;
 - 7.5.12.4.3 Telcordia (formerly BellCore) GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and
 - 7.5.12.4.4 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).
- 7.5.12.5 BellSouth shall set message screening parameters to block accept messages from BlueStar local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the BlueStar switching system has a legitimate signaling relation.
- 7.5.12.6 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the following technical references:
 - 7.5.12.6.1 ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;
 - 7.5.12.6.2 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);
 - 7.5.12.6.3 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
 - 7.5.12.6.4 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);

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

7.6 Rates

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

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

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

8.1 Operator Systems

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

8.2 Operator Service

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

8.2.2 Requirements

8.2.2.1 When BlueStar requests BellSouth to provide Operator Services, the following requirements apply:

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

8.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

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

8.2.2.1.4 BellSouth shall complete person-to-person calls.

8.2.2.1.5 BellSouth shall complete collect calls.

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

8.2.2.1.7 BellSouth shall complete station-to-station calls.

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

8.2.3 Interface Requirements

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

8.3 **Directory Assistance Service**

- 8.3.1 Definition. Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.

8.3.2 Requirements

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

8.3.4 Directory Assistance Service Updates

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

8.3.4.1.1 New end user connections: BellSouth will provide service to BlueStar that is equal to the service it provides to itself and its end users;

8.3.4.1.2 End user disconnections: BellSouth will provide service to BlueStar that is equal to the service it provides to itself and its end users; and

8.3.4.1.3 End user address changes: BellSouth will provide service to BlueStar that is equal to the service it provides to itself and its end users;

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

8.3.5 Branding for Operator Call Processing and Directory Assistance

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

8.3.5.2 BellSouth offers four service levels of branding to BlueStar when ordering Directory Assistance and/or Operator Call Processing.

8.3.5.2.1 Service Level 1 - BellSouth Branding

8.3.5.2.2 Service Level 2 - Unbranded

8.3.5.2.3 Service Level 3 - Custom Branding

8.3.5.2.4 Service Level 4 - Self Branding (applicable only to BlueStar for Resale or use with an Unbundled Port when routing to an operator service provider other than BellSouth).

8.3.6 For Resellers and Use with an Unbundled Port

8.3.6.1 BellSouth Branding is the Default Service Level.

8.3.6.2 Unbranding, Custom Branding, and Self Branding require BlueStar to order selective routing for each originating BellSouth end office identified by BlueStar. Rates for Selective Routing are set forth in this Attachment.

- 8.3.6.3 Customer Branding and Self Branding require BlueStar to order dedicated trunking from each BellSouth end office identified by BlueStar, to either the BellSouth Traffic Operator Position System (TOPS) or BlueStar Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.
- 8.3.6.4 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by BlueStar to the BellSouth TOPS. These calls are routed to "No Announcement."
- 8.3.7 For Facilities Based Carriers
 - 8.3.7.1 All Service Levels require BlueStar to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.
 - 8.3.7.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, IVS and NAV equipment for which BlueStar requires service.
- 8.3.8 Directory Assistance customized branding uses:
 - 8.3.8.1 the recording of the name;
 - 8.3.8.2 the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.
- 8.3.9 Operator Call Processing customized branding uses:
 - 8.3.9.1 the recording of the name;
 - 8.3.9.2 the front-end loading of the DRAM in the TOPS Switch;
 - 8.3.9.3 the back-end loading in the audio units in the Automated Alternate Billing System (AABS) in the Interactive Voice Subsystem (IVS);
 - 8.3.9.4 the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).
 - 8.3.9.5 BellSouth will provide to BlueStar purchasing local BellSouth switching and reselling BellSouth local exchange service, selective routing of calls to a requested directory assistance services platform or operator services platform. BlueStar end users may use the same dialing arrangements as BellSouth end users, but obtain a BlueStar branded service.

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

8.4.1 BellSouth shall make its Directory Assistance Database Service (DADS) available solely for the expressed purpose of providing Directory Assistance type services to BlueStar end users. The term "end user" denotes any entity which obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted and Electronic Directory Assistance (Data System assisted)). BlueStar agrees that Directory Assistance Database Service (DADS) will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, BlueStar agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, BlueStar authorizes the inclusion of BlueStar Directory Assistance listings in the BellSouth Directory Assistance products.

8.4.2 BellSouth shall provide BlueStar initially with a base file of subscriber listings which reflect all listing change activity occurring since BlueStar's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by BlueStar and BellSouth. BlueStar agrees to assume the costs associated with CONNECT: Direct™ connectivity, which will vary depending upon volume and mileage.

8.4.3 BellSouth will require approximately one month after receiving an order to prepare the Base File. BellSouth will provide daily updates which will reflect all listing change activity occurring since CLEC's most recent update. BellSouth shall provide updates to BlueStar on a Business, Residence, or combined Business and Residence basis. BlueStar agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after BlueStar receives the Base File.

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

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

8.5 **Direct Access to Directory Assistance Service**

8.5.1 Direct Access to Directory Assistance Service (DADAS) will provide BlueStar's directory assistance operators with the ability to search all available BellSouth's subscriber listings using the Directory Assistance search format. Subscription to

DADAS will allow BlueStar to utilize its own switch, operator workstations and optional audio subsystems.

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

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

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

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

8.5.4.2 DADAS to Subscriber Switch—Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document 250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification;

8.5.4.3 DADAS to Audio Subsystem (Optional)—Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol—Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification.

8.5.5 Rates for DADAS are as set forth in this Attachment.

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

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

8.6.1 Technical Requirements

8.6.1.1 BellSouth shall offer BlueStar a data link to the ALI/DMS database or permit BlueStar to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to BlueStar immediately after BlueStar inputs information into the ALI/DMS database. Alternately, BlueStar may utilize BellSouth, to enter end user information into the data base on a demand basis, and validate end user information on a demand basis.

8.6.1.2 The ALI/DMS database shall contain the following end user information:

8.6.1.2.1 Name;

8.6.1.2.2 Address;

8.6.1.2.3 Telephone number; and

8.6.1.2.4 Other information as appropriate (e.g., whether a end user is blind or deaf or has another disability).

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

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

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

8.6.2 Interface Requirements

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

8.7 **Directory Assistance Database**

BellSouth shall make its directory assistance database available to BlueStar in order to allow BlueStar to provide its end users with the same directory assistance telecommunications services BellSouth provides to BellSouth end users. BellSouth shall provide BlueStar with an initial feed via magnetic tape and daily update initially via magnetic tape and subsequently via an electronic gateway to be developed mutually by BlueStar and BellSouth of end user address and number

changes. Directory Assistance Services must provide both the ported and BlueStar telephone numbers to the extent available in BellSouth's database assigned to a end user. Privacy indicators must be properly identified to assure the non-published numbers are accurately identified.

8.8 **Rates**

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

9. Calling Name (CNAM) Database Service

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

The Agreement for Calling Name (CNAM) with standard pricing is included as Exhibit B to this Attachment. BlueStar must provide to its account manager a written request with a requested activation date to activate this service. If BlueStar is interested in requesting CNAM with volume and term pricing, BlueStar must contact its account manager to request a separate CNAM volume and term Agreement.

- 9.1 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:
 - 9.1.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Telcordia (formerly BellCore), December 199);
 - 9.1.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Telcordia (formerly BellCore), March 1994);
 - 9.1.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Telcordia (formerly BellCore), October 1995);
 - 9.1.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Telcordia (formerly BellCore), October 1995) (Replaces TR-NWT-001149);
 - 9.1.5 Telcordia (formerly BellCore) GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Telcordia (formerly BellCore), October 1995);
 - 9.1.6 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Telcordia (formerly BellCore), May 1995); and
 - 9.1.7 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2, (Telcordia (formerly BellCore), April 1994).
- 9.2 **Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access**
 - 9.2.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide BlueStar the capability that will allow BlueStar and other third parties to create service

applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.

- 9.2.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to BlueStar. Scheduling procedures shall provide BlueStar equivalent priority to these resources.
- 9.2.3 BellSouth SCP shall partition and protect BlueStar service logic and data from unauthorized access, execution or other types of compromise.
- 9.2.4 When BlueStar selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable BlueStar to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.
- 9.2.5 When BlueStar selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. BlueStar access will be provided via remote data connection (e.g., dial-in, ISDN).
- 9.2.6 When BlueStar selects SCE/SMS AIN Access, BellSouth shall allow BlueStar to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and end user subscription).
- 9.3 Rates**
The prices that BlueStar shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

10. Basic 911 and E911

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

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

10.1 Definition

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

10.2 Requirements

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

10.2.2 E911 Service Provisioning. For E911 service, BlueStar will be required to install a minimum of two dedicated trunks originating from the BlueStar serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. BlueStar will be required to provide BellSouth daily updates to the E911 database. BlueStar will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, BlueStar will be required to route the call to a

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

10.2.3 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on BlueStar beyond applicable charges for BellSouth trunking arrangements.

16.1.1 Basic 911 and E911 functions provided to BlueStar shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.

10.2.5 Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and BlueStar to follow in providing 911/E911 services.

11. True-Up

This section applies only to North Carolina and Tennessee.

11.1 The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

11.2 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the 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 body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement.

- 11.3 The Parties may continue to negotiate toward final prices, but in the event that no such Agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting Agreement with the Commission as a “negotiated Agreement” under Section 252(e) of the Act.
- 11.4 A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:
- (a) BellSouth and BlueStar are entitled to be a full Party to the proceeding;
 - (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,
 - (c) It shall include as an issue the geographic deaveraging of network element and other services prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

EXHIBIT A

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

I. SCOPE

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

B. LIDB is accessed for the following purposes:

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

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

BlueStar understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. BlueStar further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from end users. Additionally, BlueStar understands that presently BellSouth has no method to differentiate between BellSouth's own billing and line data in the LIDB and such data which it includes in the LIDB on BlueStar's behalf pursuant to this Agreement. Therefore, until such time as BellSouth can and does implement in its LIDB and its supporting systems the means to differentiate BlueStar's data from

BellSouth's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

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

II. TERM

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

III. FEES FOR SERVICE AND TAXES

- A. BlueStar will not be charged a fee for storage services provided by BellSouth to BlueStar, as described in Section I of this Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by BlueStar. BlueStar shall have the right to have BellSouth contest with the imposing jurisdiction, at BlueStar's expense, any such taxes that BlueStar deems are improperly levied.

IV. INDEMNIFICATION

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

V. LIMITATION OF LIABILITY

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

VI. MISCELLANEOUS

- A. It is understood and agreed to by the Parties that BellSouth may provide similar services to other companies.
- B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.
- C. BlueStar agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BellSouth's corporate or trade names, logos, trademarks or service marks or those of BellSouth's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and BlueStar further

agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written approval.

- D. This Agreement constitutes the entire Agreement between BlueStar and BellSouth which supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.
- E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.
- F. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.
- G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

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

This is a Facilities Based Addendum to the Line Information Data Base Storage Agreement dated _____, between BellSouth Telecommunications, Inc. ("BellSouth"), and _____ ("BlueStar"), effective the ____ day of _____, _____.

I. GENERAL

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

II. DEFINITIONS

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

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

III. RESPONSIBILITIES OF PARTIES

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

IV. COMPLIANCE

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

EXHIBIT B

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

1. Definitions

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

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

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

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

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

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

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

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

2. Attachment

- 2.1 This Attachment contains the terms and conditions where BellSouth will provide to the BlueStar access to the BellSouth CNAM SCP for query or record storage purposes.

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

3. Physical Connection and Compensation

- 3.1 BellSouth's provision of CNAM Database Services to BlueStar requires interconnection from BlueStar to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement . The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.
- 3.2 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, BlueStar shall provide its own CNAM SSP. BlueStar's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".
- 3.3 If BlueStar elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that BlueStar desires to query.
- 3.4 **Out-Of-Region Customers**
If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's (formerly BellCore's) CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties in writing and shall, by this reference become an integral part of this Agreement.

4. CNAM Record Initial Load and Updates

- 4.1 The mechanism to be used by BlueStar for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by BlueStar in the BellSouth specified format and shall contain records for

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

BELLSOUTH/BLUESTAR
RATES

NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	RATES BY STATE												TN	
	USOC	AL	FL	GA	KY	LA	MS	NC	SC					
NIDs														
NID (all types), per month	UNDAX	NA	\$1.08	NA	\$1.80	NA	NA	NA	\$0.52	NA	NA	NA	NA	\$0.56
Installation of 2-Wire/4-Wire CLEC NID														
NRC - 1st	UNDAX	NA	\$70.32	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Add'l	UNDAX	NA	\$54.35	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	UNDAX	NA	\$6.15	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NID per 2-Wire Analog VG Loop, Per Month	UNDAX	\$1.18	NA	\$1.10	NA	\$1.09	\$1.22	NA	\$1.13	NA	\$1.22	NA	\$1.36	NA
NRC - 1st	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	NA	\$1.36	NA	\$2.84	NA	\$1.36	NA
NRC - Add'l	UNDAX	\$1.44	NA	\$2.10	NA	\$2.01	\$2.84	NA	\$1.36	NA	\$2.84	NA	\$1.36	NA
NRC - Disconnect Charge - 1st	UNDAX	\$1.44	NA	\$2.10	NA	\$2.01	\$2.84	NA	\$1.36	NA	\$2.84	NA	\$1.36	NA
NRC - Disconnect Charge - Add'l	UNDAX	\$1.44	NA	\$2.10	NA	\$2.01	\$2.84	NA	\$1.36	NA	\$2.84	NA	\$1.36	NA
NRC - Incremental Charge - Manual Services Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$44.06	NA	\$25.52	NA	\$44.06	NA
NRC - Incremental Charge - Manual Services Order - Add'l	SOMAN	\$12.97	NA	\$9.42	NA	\$8.06	\$11.34	NA	\$13.55	NA	\$11.34	NA	\$13.55	NA
NRC - Incremental Charge - Manual Services Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA	\$16.06	NA	NA	NA
NID per 4-Wire Analog VG Loop, Per Month	UNDAX	\$1.30	NA	\$1.21	NA	\$1.22	\$1.34	NA	\$1.25	NA	\$1.34	NA	\$1.25	NA
NRC - 1st	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	NA	\$1.36	NA	\$2.84	NA	\$1.36	NA
NRC - Add'l	UNDAX	\$1.44	NA	\$2.10	NA	\$2.01	\$2.84	NA	\$1.36	NA	\$2.84	NA	\$1.36	NA
NRC - Disconnect Charge - 1st	UNDAX	\$1.44	NA	\$2.10	NA	\$2.01	\$2.84	NA	\$1.36	NA	\$2.84	NA	\$1.36	NA
NRC - Disconnect Charge - Add'l	UNDAX	\$1.44	NA	\$2.10	NA	\$2.01	\$2.84	NA	\$1.36	NA	\$2.84	NA	\$1.36	NA
NRC - Incremental Charge - Manual Services Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$44.06	NA	\$25.52	NA	\$44.06	NA
NRC - Incremental Charge - Manual Services Order - Add'l	SOMAN	\$12.97	NA	\$9.42	NA	\$8.06	\$11.34	NA	\$13.55	NA	\$11.34	NA	\$13.55	NA
NRC - Incremental Charge - Manual Services Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA	\$16.06	NA	NA	NA
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	UNDAX	\$1.18	NA	\$1.10	NA	\$1.09	\$1.22	NA	\$1.13	NA	\$1.22	NA	\$1.36	NA
NRC - 1st	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	NA	\$1.36	NA	\$2.84	NA	\$1.36	NA
NRC - Add'l	UNDAX	\$1.44	NA	\$2.10	NA	\$2.01	\$2.84	NA	\$1.36	NA	\$2.84	NA	\$1.36	NA
NRC - Disconnect Charge - 1st	UNDAX	\$1.44	NA	\$2.10	NA	\$2.01	\$2.84	NA	\$1.36	NA	\$2.84	NA	\$1.36	NA
NRC - Disconnect Charge - Add'l	UNDAX	\$1.44	NA	\$2.10	NA	\$2.01	\$2.84	NA	\$1.36	NA	\$2.84	NA	\$1.36	NA
NRC - Incremental Charge - Manual Services Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$44.06	NA	\$25.52	NA	\$44.06	NA
NRC - Incremental Charge - Manual Services Order - Add'l	SOMAN	\$12.97	NA	\$9.42	NA	\$8.06	\$11.34	NA	\$13.55	NA	\$11.34	NA	\$13.55	NA
NRC - Incremental Charge - Manual Services Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA	\$16.06	NA	NA	NA
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	UNDAX	\$1.18	NA	\$1.10	NA	\$1.09	\$1.22	NA	\$1.13	NA	\$1.22	NA	\$1.36	NA
NRC - 1st	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	NA	\$1.36	NA	\$2.84	NA	\$1.36	NA
NRC - Add'l	UNDAX	\$1.44	NA	\$2.10	NA	\$2.01	\$2.84	NA	\$1.36	NA	\$2.84	NA	\$1.36	NA
NRC - Disconnect Charge - 1st	UNDAX	\$1.44	NA	\$2.10	NA	\$2.01	\$2.84	NA	\$1.36	NA	\$2.84	NA	\$1.36	NA
NRC - Disconnect Charge - Add'l	UNDAX	\$1.44	NA	\$2.10	NA	\$2.01	\$2.84	NA	\$1.36	NA	\$2.84	NA	\$1.36	NA
NRC - Incremental Charge - Manual Services Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$44.06	NA	\$25.52	NA	\$44.06	NA
NRC - Incremental Charge - Manual Services Order - Add'l	SOMAN	\$12.97	NA	\$9.42	NA	\$8.06	\$11.34	NA	\$13.55	NA	\$11.34	NA	\$13.55	NA
NRC - Incremental Charge - Manual Services Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA	\$16.06	NA	NA	NA
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	UNDAX	\$1.30	NA	\$1.21	NA	\$1.21	\$1.34	NA	\$1.25	NA	\$1.34	NA	\$1.25	NA
NRC - 1st	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	NA	\$1.36	NA	\$2.84	NA	\$1.36	NA
NRC - Add'l	UNDAX	\$1.44	NA	\$2.10	NA	\$2.01	\$2.84	NA	\$1.36	NA	\$2.84	NA	\$1.36	NA
NRC - Disconnect Charge - 1st	UNDAX	\$1.44	NA	\$2.10	NA	\$2.01	\$2.84	NA	\$1.36	NA	\$2.84	NA	\$1.36	NA
NRC - Disconnect Charge - Add'l	UNDAX	\$1.44	NA	\$2.10	NA	\$2.01	\$2.84	NA	\$1.36	NA	\$2.84	NA	\$1.36	NA
NRC - Incremental Charge - Manual Services Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$44.06	NA	\$25.52	NA	\$44.06	NA
NRC - Incremental Charge - Manual Services Order - Add'l	SOMAN	\$12.97	NA	\$9.42	NA	\$8.06	\$11.34	NA	\$13.55	NA	\$11.34	NA	\$13.55	NA
NRC - Incremental Charge - Manual Services Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA	\$16.06	NA	NA	NA
NID per 4-Wire 56 Kbps Dig Grade Loop	UNDAX	\$1.30	NA	\$1.21	NA	\$1.21	\$1.34	NA	\$1.25	NA	\$1.34	NA	\$1.25	NA
NRC - 1st	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	NA	\$1.36	NA	\$2.84	NA	\$1.36	NA
NRC - Add'l	UNDAX	\$1.44	NA	\$2.10	NA	\$2.01	\$2.84	NA	\$1.36	NA	\$2.84	NA	\$1.36	NA
NRC - Disconnect Charge - 1st	UNDAX	\$1.44	NA	\$2.10	NA	\$2.01	\$2.84	NA	\$1.36	NA	\$2.84	NA	\$1.36	NA
NRC - Disconnect Charge - Add'l	UNDAX	\$1.44	NA	\$2.10	NA	\$2.01	\$2.84	NA	\$1.36	NA	\$2.84	NA	\$1.36	NA
NRC - Incremental Charge - Manual Services Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$44.06	NA	\$25.52	NA	\$44.06	NA
NRC - Incremental Charge - Manual Services Order - Add'l	SOMAN	\$12.97	NA	\$9.42	NA	\$8.06	\$11.34	NA	\$13.55	NA	\$11.34	NA	\$13.55	NA
NRC - Incremental Charge - Manual Services Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA	\$16.06	NA	NA	NA

DESCRIPTION	RATES BY STATE															
	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN						
NRC - Disconnect Charge - Add'l	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA						
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$44.06	NA						
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$13.55	NA						
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA						
NID per 4-Wire 64 Kbps Dig Grade Loop	UNDAX	\$1.30	NA	\$1.21	NA	\$1.21	\$1.34	NA	\$1.25	NA						
NRC - 1st	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	NA	\$1.35	NA						
NRC - Add'l	UNDAX	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	NA	\$1.35	NA						
NRC - Disconnect Charge - 1st	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA						
NRC - Disconnect Charge - Add'l	UNDAX	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA						
NRC - Incremental Charge - Manual Svc Ord - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$44.06	NA						
NRC - Incremental Charge - Manual Svc Ord - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$13.55	NA						
NRC - Incremental Charge - Manual Svc Ord - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA						
NID per 2-Wire Unbundled Copper Loop, per month	UNDAX	\$1.55	\$1.55	\$1.55	\$1.55	\$1.55	\$1.55	\$1.55	\$1.55	\$1.55						
NRC - 1st	UNDAX	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60						
NRC - Add'l	UNDAX	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60						
NRC - Disconnect Charge - 1st	UNDAX	NA	NA	NA	NA	NA	NA	NA	NA	NA						
NRC - Disconnect Charge - Add'l	UNDAX	NA	NA	NA	NA	NA	NA	NA	NA	NA						
NRC - Incremental Charge - Manual Svc Ord - 1st	SOMAN	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00						
NRC - Incremental Charge - Manual Svc Ord - Add'l	SOMAN	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00						
NRC - Incremental Charge - Manual Svc Ord - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA						
Nonrecurring Charge - customer transfer, feature additions, changes (1)		\$5.00	NA	NA	NA	NA	\$5.00	NA	NA	NA						
LOOP, EXCLUDING NID																
2-Wire Analog VG Loop (Standard), per month	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA						
NRC - 1st		NA	NA	NA	NA	NA	NA	NA	NA	NA						
NRC - Add'l		NA	NA	NA	NA	NA	NA	NA	NA	NA						
2-Wire Analog VG Loop (Customized), per month	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA						
NRC - 1st		NA	NA	NA	NA	NA	NA	NA	NA	NA						
NRC - Add'l		NA	NA	NA	NA	NA	NA	NA	NA	NA						
4-Wire Analog VG Loop (Standard), per month	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA						
NRC - 1st		NA	NA	NA	NA	NA	NA	NA	NA	NA						
NRC - Add'l		NA	NA	NA	NA	NA	NA	NA	NA	NA						
2-Wire ISDN Digital Grade Loop (Standard), per month	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA						
NRC - 1st		NA	NA	NA	NA	NA	NA	NA	NA	NA						
NRC - Add'l		NA	NA	NA	NA	NA	NA	NA	NA	NA						
2-Wire ADSL Loop (Standard), per month	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA						
NRC - 1st		NA	NA	NA	NA	NA	NA	NA	NA	NA						
NRC - Add'l		NA	NA	NA	NA	NA	NA	NA	NA	NA						
2-Wire HDLS Loop (Standard), per month	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA						
NRC - 1st		NA	NA	NA	NA	NA	NA	NA	NA	NA						
NRC - Add'l		NA	NA	NA	NA	NA	NA	NA	NA	NA						
4-Wire HDLS Loop (Standard), per month	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA						
NRC - 1st		NA	NA	NA	NA	NA	NA	NA	NA	NA						
NRC - Add'l		NA	NA	NA	NA	NA	NA	NA	NA	NA						
LOOP, INCLUDING NID																
2-Wire Analog VG Loop, per month	UEAL2	NA	\$17.00	NA	NA	NA	NA	\$16.71	NA	\$18.00						
NRC - 1st		NA	\$140.00	NA	NA	NA	NA	\$86.50	NA	BST GSST A4.3.1						
NRC - Add'l		NA	\$42.00	NA	NA	NA	NA	\$27.80	NA	BST GSST A4.3.1						
2-Wire Analog VG Loop-SL1, per month	UEAL2	\$19.04	\$17.00	\$16.51	\$16.51	\$19.35	\$21.26	\$16.71	\$22.49	\$18.00						
NRC - 1st		\$89.03	\$80.00	\$42.54	\$42.54	\$40.89	\$59.25	\$86.50	\$70.44	\$78.93						
NRC - Add'l		\$15.21	\$55.00	\$31.33	\$31.33	\$29.96	\$43.67	\$27.80	\$44.05	\$50.98						
NRC - Disconnect Charge - 1st	UEAL2	\$3.22	NA	NA	NA	\$16.48	\$16.35	NA	NA	NA						
NRC - Disconnect Charge - Add'l	UEAL2	\$3.22	NA	NA	NA	\$3.36	\$4.06	NA	NA	NA						
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$12.97	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$44.22	NA						
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$17.77	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$13.55	NA						
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA						

BELLSOUTH/BLUESTAR
RATES

NETWORK ELEMENTS
AND OTHER SERVICES

RATES BY STATE

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Loop Make-Up	UEANM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2-Wire Analog VG Loop-SL2 w/loop or ground start signaling, per month	UEAL2	\$22.43	\$17.00	\$19.57	NA	\$22.84	\$25.05	\$25.89	\$26.25	\$26.02
NRC - 1st	UEAL2	\$145.46	\$140.00	\$104.17	NA	\$99.69	\$144.01	\$192.84	\$178.12	\$192.97
NRC - Add'l	UEAL2	\$108.40	\$42.00	\$78.10	NA	\$74.73	\$107.70	\$140.49	\$128.80	\$140.72
NRC - Disconnected Charge - 1st	UEAL2	\$40.31	NA	NA	NA	\$28.73	\$40.98	NA	NA	NA
NRC - Disconnected Charge - Add'l	UEAL2	\$26.01	NA	NA	NA	\$18.87	\$26.95	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$28.95	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$55.00	\$45.43	\$55.00
NRC - Incremental Charge - Manual Service Order - Disconnect	UEAR2	\$22.43	\$17.00	\$19.57	NA	\$22.84	\$25.05	\$25.89	\$26.25	\$26.02
2-Wire Analog VG Loop-SL2 w/ reverse battery signaling, per month	UEAR2	\$145.46	\$140.00	\$104.17	NA	\$99.69	\$144.01	\$192.84	\$178.12	\$192.97
NRC - 1st	UEAR2	\$108.40	\$42.00	\$78.10	NA	\$74.73	\$107.70	\$140.49	\$128.80	\$140.72
NRC - Add'l	UEAR2	\$40.31	NA	NA	NA	\$28.73	\$40.98	NA	NA	NA
NRC - Disconnected Charge - 1st	UEAR2	\$26.01	NA	NA	NA	\$18.87	\$26.95	NA	NA	NA
NRC - Disconnected Charge - Add'l	UEAR2	\$12.97	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$44.42	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$13.55	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$28.95	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$28.95	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$55.00	\$45.43	\$55.00
NRC - Incremental Charge - Manual Service Order - Disconnect	UEAL2	NA	NA	NA	\$20.00	NA	NA	NA	NA	NA
NRC - 1st	UEAL2	NA	NA	NA	\$66.08	NA	NA	NA	NA	NA
NRC - Add'l	UEAL2	NA	NA	NA	\$58.57	NA	NA	NA	NA	NA
NRC - Loop Make-Up	UEANM	NA	NA	NA	TBD	NA	NA	NA	NA	NA
NRC - Manual Order Coordination	UEAMC	NA	NA	NA	TBD	NA	NA	NA	NA	NA
NRC - Manual Order Coordination	OCOSL	NA	NA	NA	\$55.00	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	UEAL2	NA	NA	NA	\$23.35	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	UEAL2	NA	NA	NA	\$236.75	NA	NA	NA	NA	NA
2-Wire Analog VG Loop (Customized), w/ loop or ground start signaling, per month	UEAL2	NA	NA	NA	\$177.10	NA	NA	NA	NA	NA
NRC - 1st	UEAL2	NA	NA	NA	\$55.00	NA	NA	NA	NA	NA
NRC - Add'l	UEAL2	NA	NA	NA	\$23.35	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	UEAR2	NA	NA	NA	\$236.75	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	UEAR2	NA	NA	NA	\$177.10	NA	NA	NA	NA	NA
NRC - 1st	UEAR2	NA	NA	NA	\$55.00	NA	NA	NA	NA	NA
NRC - Add'l	UEAR2	NA	NA	NA	\$55.00	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$30.00	\$30.00	\$25.86	NA	\$31.52	\$30.55	\$27.20	\$35.86	\$18.00
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	UEAL4	\$30.00	\$30.00	\$25.86	NA	\$31.52	\$30.55	\$27.20	\$35.86	\$18.00
4-Wire Analog VG Loop, per month	UEAL4	\$293.70	\$141.00	\$206.95	NA	\$198.10	\$289.06	\$86.50	\$383.39	\$18.00
NRC - 1st	UEAL4	\$241.76	\$43.00	\$170.57	NA	\$163.26	\$238.19	\$27.80	\$286.77	\$18.00
NRC - Add'l	UEAL4	\$108.96	NA	NA	NA	\$74.27	\$108.14	NA	NA	NA
NRC - Disconnected Charge - 1st	UEAL4	\$57.01	NA	NA	NA	\$39.44	\$57.28	NA	NA	NA
NRC - Disconnected Charge - Add'l	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$44.06	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$13.55	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$28.95	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$55.00	\$45.43	\$55.00
NRC - Incremental Charge - Manual Service Order - Disconnect	UEAL4	NA	NA	NA	\$28.28	NA	NA	NA	NA	NA
NRC - 1st	UEAL4	NA	NA	NA	\$457.14	NA	NA	NA	NA	NA
NRC - Add'l	UEAL4	NA	NA	NA	\$348.83	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	\$55.00	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	U1L2X	\$29.03	\$40.00	\$25.43	NA	\$27.36	\$29.83	\$27.20	\$32.47	\$18.00
2-Wire ISDN Digital Grade Loop, per month	U1L2X	\$331.85	\$306.00	\$233.38	NA	\$223.27	\$326.38	\$276.96	\$423.04	\$18.00
NRC - 1st	U1L2X	\$255.87	\$283.00	\$180.35	NA	\$172.63	\$252.00	\$234.99	\$301.75	\$18.00
NRC - Add'l	U1L2X	\$108.95	NA	NA	NA	\$74.27	\$108.14	NA	NA	NA
NRC - Disconnected Charge - 1st	U1L2X	\$57.01	NA	NA	NA	\$39.44	\$57.27	NA	NA	NA
NRC - Disconnected Charge - Add'l	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$44.42	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$13.55	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$28.95	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$28.95	NA	NA	NA

BELLSOUTHBLUESTAR
RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	RATES BY STATE													
	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN				
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	\$34.22	\$55.00	\$32.77	\$55.00	\$45.43	\$55.00				
2-Wire ISDN Digital Grade Loop (Standard), per month	U1L2X	NA	NA	NA	NA	NA	NA	NA	NA	NA				
NRC - 1st	U1L2X	NA	NA	NA	NA	NA	NA	NA	NA	NA				
NRC - Add'l	U1L2X	NA	NA	NA	NA	NA	NA	NA	NA	NA				
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$15.11	\$15.81	\$13.05	\$13.05	\$12.16	\$15.39	\$17.00	\$20.81	\$18.46				
2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month**	U1L2X	\$514.21	\$113.85	\$359.73	\$359.73	\$270.01	\$504.82	\$280.15	\$600.61	\$640.79				
NRC - Add'l	U1L2X	\$464.58	\$99.61	\$325.15	\$325.15	\$234.63	\$456.24	\$243.91	\$507.33	\$541.94				
NRC - Disconnect Charge - 1st	U1L2X	\$56.98	NA	NA	NA	\$39.14	\$25.25	NA	NA	NA				
NRC - Disconnect Charge - Add'l	SOMAN	\$27.37	NA	\$18.94	\$18.94	NA	\$25.52	NA	\$44.42	NA				
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$12.97	NA	\$8.42	\$8.42	NA	\$11.34	NA	\$13.55	NA				
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$17.77	NA	NA	NA	NA	\$16.06	NA	NA	NA				
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$45.99	\$55.00	\$34.22	\$34.22	\$34.29	\$45.27	\$55.00	\$45.43	\$55.00				
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	NA	NA	NA	NA	NA	NA				
2-Wire ADSL Loop (Standard), per month	U1L2X	NA	NA	NA	NA	NA	NA	NA	NA	NA				
NRC - 1st	U1L2X	NA	NA	NA	NA	NA	NA	NA	NA	NA				
NRC - Add'l	U1L2X	NA	NA	NA	NA	NA	NA	NA	NA	NA				
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$11.76	\$12.12	\$9.15	\$9.15	\$8.78	\$11.61	\$17.00	\$14.86	\$13.46				
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month**	U1L2X	\$514.21	\$113.85	\$359.73	\$359.73	\$270.01	\$504.82	\$280.15	\$600.61	\$640.79				
NRC - 1st	U1L2X	\$464.58	\$99.61	\$325.15	\$325.15	\$234.63	\$456.24	\$243.91	\$507.33	\$541.94				
NRC - Add'l	U1L2X	\$106.65	NA	NA	NA	\$74.54	\$72.54	NA	NA	NA				
NRC - Disconnect Charge - 1st	U1L2X	\$56.98	NA	NA	NA	\$39.14	\$39.42	NA	NA	NA				
NRC - Disconnect Charge - Add'l	SOMAN	\$27.37	NA	\$18.94	\$18.94	NA	\$25.52	NA	\$44.42	NA				
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$12.97	NA	\$8.42	\$8.42	NA	\$11.34	NA	\$13.55	NA				
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$17.77	NA	NA	NA	NA	\$16.06	NA	NA	NA				
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$45.99	\$55.00	\$34.22	\$34.22	\$34.29	\$45.27	\$55.00	\$45.43	\$55.00				
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	NA	NA	NA	NA	NA	NA				
2-Wire HDSL Loop (Standard), per month	U1L2X	NA	NA	NA	NA	NA	NA	NA	NA	NA				
NRC - 1st	U1L2X	NA	NA	NA	NA	NA	NA	NA	NA	NA				
NRC - Add'l	U1L2X	NA	NA	NA	NA	NA	NA	NA	NA	NA				
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$14.39	\$18.24	\$12.07	\$12.07	\$16.39	\$14.14	\$27.20	\$19.73	\$17.91				
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	U1L4X	\$541.13	\$116.91	\$378.86	\$378.86	\$291.21	\$531.21	\$291.43	\$625.11	\$666.70				
NRC - 1st	U1L4X	\$481.50	\$101.71	\$344.28	\$344.28	\$238.55	\$482.63	\$255.46	\$532.78	\$568.86				
NRC - Add'l	U1L4X	\$106.65	NA	NA	NA	\$72.54	\$72.54	NA	NA	NA				
NRC - Disconnect Charge - 1st	U1L4X	\$56.98	NA	NA	NA	\$39.42	\$39.42	NA	NA	NA				
NRC - Disconnect Charge - Add'l	SOMAN	\$27.37	NA	\$18.94	\$18.94	NA	\$25.52	NA	\$44.06	NA				
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$12.97	NA	\$8.42	\$8.42	NA	\$11.34	NA	\$13.55	NA				
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$17.77	NA	NA	NA	NA	\$16.06	NA	NA	NA				
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$45.99	\$55.00	\$34.22	\$34.22	\$34.29	\$45.27	\$55.00	\$45.43	\$55.00				
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	NA	NA	NA	NA	NA	NA				
4-Wire HDSL Loop (Standard), per month	U1L4X	NA	NA	NA	NA	NA	NA	NA	NA	NA				
NRC - 1st	U1L4X	NA	NA	NA	NA	NA	NA	NA	NA	NA				
NRC - Add'l	U1L4X	NA	NA	NA	NA	NA	NA	NA	NA	NA				
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$64.65	\$80.00	\$64.52	\$64.52	\$67.96	\$72.86	\$151.50	\$72.65	TBD				
4-Wire DS1 Digital Loop, per month	USLXX	\$610.13	\$540.00	\$425.98	\$425.98	\$438.80	\$410.38	\$568.96	\$715.77	TBD				
NRC - 1st	USLXX	\$380.26	\$465.00	\$268.18	\$268.18	\$253.27	\$255.48	\$335.96	\$421.50	TBD				
NRC - Add'l	USLXX	\$134.77	NA	NA	NA	NA	\$92.35	NA	NA	NA				
NRC - Disconnect Charge - 1st	USLXX	\$55.97	NA	NA	NA	NA	\$38.44	NA	NA	NA				
NRC - Disconnect Charge - Add'l	SOMAN	\$27.37	NA	\$18.94	\$18.94	NA	\$25.52	NA	\$43.77	NA				
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$12.97	NA	\$8.42	\$8.42	NA	\$11.41	NA	\$13.55	NA				
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$49.18	\$55.00	\$34.52	\$34.52	\$55.00	\$33.05	NA	\$48.47	NA				
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$34.15	\$48.33	\$29.92	\$29.92	NA	\$35.58	NA	\$41.70	NA				
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$498.05	\$654.72	\$348.55	\$348.55	NA	\$333.28	\$489.00	\$602.73	\$643.00				
4-Wire 56 Kbps Dig Grade Loop, per month	UDL56	\$343.70	\$428.45	\$241.20	\$241.20	NA	\$230.50	\$337.93	\$421.02	\$421.26				
NRC - 1st	UDL56	\$129.62	NA	NA	NA	NA	\$87.99	NA	\$44.06	NA				
NRC - Add'l	UDL56	\$129.62	NA	NA	NA	NA	\$87.99	NA	\$44.06	NA				
NRC - Disconnect Charge - 1st	UDL56	\$64.25	NA	NA	NA	NA	\$44.24	NA	\$13.55	NA				
NRC - Disconnect Charge - Add'l	UDL56	\$64.25	NA	NA	NA	NA	\$44.24	NA	\$13.55	NA				

BELLSOUTH/BLUESTAR
RATES
NETWORK ELEMENTS
AND OTHER SERVICES

RATES BY STATE											
DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN	
NRC - Set-Up per Building Equipment Room - per 25 pair panel set-up	TBD	NA	NA	NA	\$9.95	NA	NA	NA	NA	NA	TBD
NRC - 1st	TBD	NA	NA	NA	\$459.85	NA	NA	NA	NA	NA	\$587.00
NRC - Add'l	TBD	NA	NA	NA	\$352.89	NA	NA	NA	NA	NA	\$255.00
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBD
Loop Distribution per 4-Wire Analog Vg Loop (Incl NID), per month	USBN4	TBN	\$11.29	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - Set-Up per Cross Box location - CLEC Feeder Facility set-up	TBD	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - Set-Up per Cross Box location - per 25 pair panel set-up	TBD	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - Set-Up per Building Equipment Room - CLEC Feeder Facility set-up	TBD	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - Set-Up per Building Equipment Room - per 25 pair panel set-up	TBD	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - 1st	USBN4	TBN	\$112.07	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - Add'l	USBN4	TBN	\$2.11	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBD
Unbundled Network Terminating Wire											
UNTW Pair, per pair, per month	UENPP	TBN	\$0.67	\$1.56	\$1.24	NA	NA	NA	NA	NA	\$1.31
Site Visit Survey, per MIDUMTU Complex, NRC	UENVS	TBN	\$225.00	\$225.00	\$225.00	NA	NA	NA	NA	NA	\$225.00
Site Visit Set-Up - Terminal Preparation, per terminal											
NRC - 1st terminal	UENSS	TBN	\$98.00	\$98.00	\$98.00	TBN	TBN	TBN	TBN	TBN	\$98.00
NRC - Add'l terminal	UENSS	TBN	\$65.00	\$65.00	\$65.00	TBN	TBN	TBN	TBN	TBN	\$65.00
Access Terminal Provisioning & 1st 25 pair panel, per terminal, NRC	UENIT	TBN	\$110.00	\$110.00	\$110.00	TBN	TBN	TBN	TBN	TBN	\$110.00
Existing Access Terminal Provisioning, 2nd 25 pair panel, per terminal, NRC	UEN2T	TBN	\$35.00	\$35.00	\$35.00	TBN	TBN	TBN	TBN	TBN	\$35.00
UNTW Pair Provisioning, per pair, NRC	UENPP	TBN	\$9.00	\$9.00	\$9.00	TBN	TBN	TBN	TBN	TBN	\$9.00
Service Visit for Provisioning, per request, per premises, NRC	UENSV	TBN	\$65.00	\$65.00	\$65.00	TBN	TBN	TBN	TBN	TBN	\$65.00
Manual Service Order, NRC	MOCLA	TBN	\$45.00	\$45.00	\$45.00	TBN	TBN	TBN	TBN	TBN	\$45.00
Sub-Loop Concentration - Channelization Sys (Outside CO)											
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	TBD	\$18.94	TBD	BFR	BFR	BFR	BFR	BFR	TBD
NRC - Add'l	SOMAN	\$12.97	TBD	\$8.42	TBD	BFR	BFR	BFR	BFR	BFR	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	UCT8A	NA	\$792.49	\$724.79	\$797.00	NA	NA	NA	NA	NA	\$683.78
TR008 - System A (96 channel capacity - channels 1-96), per month	UCT8A	NA	\$640.93	\$632.36	\$633.94	NA	NA	NA	NA	NA	\$634.31
NRC - 1st	UCT8A	NA	\$315.03	\$310.82	\$311.60	NA	NA	NA	NA	NA	\$311.78
NRC - Add'l	UCT8A	NA	\$155.32	\$92.91	\$95.60	NA	NA	NA	NA	NA	\$102.12
TR008 - System B (96 channel capacity - channels 97-192), per month	UCT8B	NA	\$640.93	\$632.36	\$633.94	NA	NA	NA	NA	NA	\$634.31
NRC - 1st	UCT8B	NA	\$315.03	\$310.82	\$311.60	NA	NA	NA	NA	NA	\$311.78
NRC - Add'l	UCT8B	NA	\$155.32	\$92.91	\$95.60	NA	NA	NA	NA	NA	\$102.12
TR303 - System A (96 channel capacity - channels 1-96), per month	UCT8A	NA	\$640.93	\$632.36	\$633.94	NA	NA	NA	NA	NA	\$634.31
NRC - 1st	UCT8A	NA	\$315.03	\$310.82	\$311.60	NA	NA	NA	NA	NA	\$311.78
NRC - Add'l	UCT8A	NA	\$155.32	\$92.91	\$95.60	NA	NA	NA	NA	NA	\$102.12
TR303 - System B (96 channel capacity - channels 97-192), per month	UCT8B	NA	\$640.93	\$632.36	\$633.94	NA	NA	NA	NA	NA	\$634.31
NRC - 1st	UCT8B	NA	\$315.03	\$310.82	\$311.60	NA	NA	NA	NA	NA	\$311.78
NRC - Add'l	UCT8B	NA	\$155.32	\$92.91	\$95.60	NA	NA	NA	NA	NA	\$102.12
DS1 Feeder Interface, per month	UCTFS	NA	\$198.55	\$132.54	\$138.55	NA	NA	NA	NA	NA	\$145.21
NRC 1st	UCTFS	NA	\$422.74	\$425.74	\$418.13	NA	NA	NA	NA	NA	\$418.37
NRC Add'l	UCTFS	NA	\$200.74	\$198.06	\$198.56	NA	NA	NA	NA	NA	\$198.67
Channel Interface - 2 Wire Voice - Loop Start, per month	TBD	NA	\$2.62	\$2.38	\$2.68	NA	NA	NA	NA	NA	\$2.61
NRC 1st	TBD	NA	\$42.39	\$41.82	\$41.92	NA	NA	NA	NA	NA	\$41.95
NRC Add'l	TBD	NA	\$42.15	\$41.58	\$41.69	NA	NA	NA	NA	NA	\$41.71
Channel Interface - 2 Wire ISDN, per month	ULCC1	NA	\$10.49	\$9.53	\$10.72	NA	NA	NA	NA	NA	\$10.43
NRC 1st	ULCC1	NA	\$42.39	\$41.82	\$41.92	NA	NA	NA	NA	NA	\$41.95
NRC Add'l	ULCC1	NA	\$42.15	\$41.58	\$41.69	NA	NA	NA	NA	NA	\$41.71
Channel Interface - 2 Wire Voice - Ground Start or Reverse Battery, per month	TBD	NA	\$15.59	\$14.17	\$15.94	NA	NA	NA	NA	NA	\$15.51
NRC 1st	TBD	NA	\$42.39	\$41.82	\$41.92	NA	NA	NA	NA	NA	\$41.95
NRC Add'l	TBD	NA	\$42.15	\$41.58	\$41.69	NA	NA	NA	NA	NA	\$41.71
Channel Interface - 4 Wire Voice, per month	ULCC4	NA	\$9.30	\$8.45	\$9.50	NA	NA	NA	NA	NA	\$9.26
NRC 1st	ULCC4	NA	\$42.39	\$41.82	\$41.92	NA	NA	NA	NA	NA	\$41.95
NRC Add'l	ULCC4	NA	\$42.15	\$41.58	\$41.69	NA	NA	NA	NA	NA	\$41.71
Test Circuit, per month	ULCC4	NA	\$45.46	\$41.30	\$46.44	NA	NA	NA	NA	NA	\$45.22
NRC 1st	ULCC4	NA	\$42.39	\$41.82	\$41.92	NA	NA	NA	NA	NA	\$41.95
NRC Add'l	ULCC4	NA	\$42.15	\$41.58	\$41.69	NA	NA	NA	NA	NA	\$41.71
Channel Interface - Digital 66Kbps, per month	ULCC5	NA	\$13.78	\$12.51	\$14.08	NA	NA	NA	NA	NA	\$13.71
NRC 1st	ULCC5	NA	\$42.39	\$41.82	\$41.92	NA	NA	NA	NA	NA	\$41.95

**BELLSOUTH/BLUESTAR
RATES
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DESCRIPTION	USOC	RATES BY STATE												TN
		AL	FL	GA	KY	LA	MS	NC	SC	TN				
NRC - Add'l (Business)	UEPBL	\$21.93	\$15.00	\$17.16	\$37.55	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST	A4.3.4			
NRC - Disconnect Charge - 1st	UEPBL	\$5.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA	NA	NA	NA	
NRC - Disconnect Charge - Add'l	UEPBL	\$5.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$44.42	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$14.63	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$10.39	\$16.06	NA	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$1.44	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
NRC - 1st (all types)	UEP++	\$46.65	NA	NA	NA	NA	\$44.40	NA	\$8.64	NA	NA	NA	NA	
NRC - Add'l (all types)	UEP++	\$46.65	NA	NA	NA	NA	\$44.40	NA	\$8.64	NA	NA	NA	NA	
NRC - Disconnect Charge - 1st	UEP++	\$18.41	NA	NA	NA	NA	\$19.68	NA	NA	NA	NA	NA	NA	
NRC - Disconnect Charge - Add'l	UEP++	\$18.41	NA	NA	NA	NA	\$19.68	NA	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	NA	NA	NA	\$25.52	NA	\$44.42	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	NA	NA	NA	\$11.34	NA	\$14.63	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	NA	\$16.06	NA	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$1.44	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
2-Wire Analog Line Port (Res., Bus.) including three available features, per month	UEP++	NA	NA	NA	NA	NA	\$5.42	NA	\$5.38	NA	NA	NA	NA	
NRC - 1st (all types)	UEP++	NA	NA	NA	NA	NA	\$26.04	NA	\$29.51	NA	NA	NA	NA	
NRC - Add'l (all types)	UEP++	NA	NA	NA	NA	NA	\$26.04	NA	\$29.51	NA	NA	NA	NA	
NRC - Disconnect Charge - 1st	UEP++	NA	NA	NA	NA	NA	\$8.20	NA	NA	NA	NA	NA	NA	
NRC - Disconnect Charge - Add'l	UEP++	NA	NA	NA	NA	NA	\$8.20	NA	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	\$3.77	NA	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	\$3.77	NA	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	\$18.14	NA	\$25.52	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	NA	\$18.14	NA	\$25.52	NA	NA	NA	NA	
4-Wire Analog VG Port, per month	UEP4A	NA	\$9.14	\$8.47	NA	\$10.13	\$9.60	\$3.15	\$2.28	NA	NA	NA	NA	
NRC - 1st	UEP4A	NA	\$5.86	\$17.16	NA	\$16.43	\$22.98	\$24.17	\$3.50	NA	NA	NA	NA	
NRC - Add'l	UEP4A	NA	\$5.86	\$17.16	NA	\$16.43	\$22.98	\$9.63	\$3.50	NA	NA	NA	NA	
NRC - Disconnect Charge - 1st	BFR	NA	NA	NA	NA	NA	\$6.56	NA	NA	NA	NA	NA	NA	
NRC - Disconnect Charge - Add'l	BFR	NA	NA	NA	NA	NA	\$6.56	NA	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	\$18.94	NA	\$18.14	\$25.52	NA	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	\$8.42	NA	\$8.06	\$11.34	NA	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	\$8.94	\$16.06	NA	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	\$13.12	\$14.63	\$12.68	\$12.08	NA	NA	NA	NA	
2-Wire DID Port, per month	UEPP2	\$12.08	TBD	\$11.35	NA	\$13.12	\$14.63	\$12.68	\$12.08	BST GSST	A4.3.1			
NRC - 1st	UEPP2	\$50.00	TBD	\$61.91	NA	\$59.28	\$83.09	\$50.00	\$50.00	BST GSST	A4.3.1			
NRC - Add'l	UEPP2	\$18.00	TBD	\$61.91	NA	\$59.28	\$83.09	\$18.00	\$50.00	BST GSST	A4.3.1			
NRC - Disconnect Charge - 1st	UEPP2	NA	NA	NA	NA	\$9.20	\$13.48	NA	NA	NA	NA	NA	NA	
NRC - Disconnect Charge - Add'l	UEPP2	NA	NA	NA	NA	\$9.20	\$13.48	NA	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	\$18.94	NA	\$18.14	\$25.52	NA	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	\$8.42	NA	\$8.06	\$11.34	NA	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	\$10.39	\$16.07	NA	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	\$10.39	\$16.07	NA	NA	NA	NA	NA	NA	
4-Wire DS1 Port w/DID capability, per month	UEPDD	\$130.23	\$125.00	\$120.80	NA	\$149.27	\$146.46	\$120.00	\$130.23	To be negotiated				
NRC - 1st	UEPDD	\$50.00	\$112.00	\$89.44	NA	\$85.63	\$117.81	\$145.00	\$60.00	To be negotiated				
NRC - Add'l	UEPDD	\$18.00	\$91.00	\$52.46	NA	\$50.23	\$71.18	\$126.09	\$60.00	To be negotiated				
NRC - Disconnect Charge - 1st	UEPDD	NA	NA	NA	NA	\$8.82	\$12.94	NA	NA	NA	NA	NA	NA	
NRC - Disconnect Charge - Add'l	UEPDD	NA	NA	NA	NA	\$8.82	\$12.94	NA	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	\$18.94	NA	\$18.14	\$25.52	NA	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	\$8.42	NA	\$8.06	\$11.34	NA	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	\$10.39	\$16.06	NA	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	\$10.39	\$16.06	NA	NA	NA	NA	NA	NA	
2-Wire ISDN Port(2) (3), per month	U1PMA	\$16.42	\$13.00	\$13.47	\$12.33	\$23.33	\$51.91	\$12.50	\$33.74	BST GSST	A4.3.1			
NRC - 1st	U1PMA	\$63.24	\$88.00	\$47.37	\$90.48	\$45.35	\$63.59	\$75.81	\$65.79	BST GSST	A4.3.1			

BELLSOUTHBLUESTAR
RATES
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RATES BY STATE											
DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN	
NRC - Add'l	U1PMA	\$63.24	\$66.00	\$47.37	\$84.53	\$45.35	\$63.59	\$56.91	\$65.79	BST GSST A4.3.1	
NRC - Disconnect Charge - 1st	U1PMA	\$5.69	NA	NA	NA	\$4.31	\$7.04	NA	NA	NA	
NRC - Disconnect Charge - Add'l	U1PMA	\$5.69	NA	NA	NA	\$4.31	\$7.04	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$56.19	NA	\$39.98	NA	\$38.29	\$53.87	NA	\$67.52	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$39.98	NA	\$38.29	\$53.87	NA	\$67.52	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$12.97	NA	NA	NA	\$6.65	\$11.34	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$12.97	NA	NA	NA	\$6.65	\$11.34	NA	NA	NA	
NRC - User Profile per B Channel (4)	U1UMA	NA	NA	NA	\$5.61	NA	NA	NA	NA	NA	
2-Wire ISDN Port(2)(3) including all available features, per month	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$38.88	NA	
NRC - 1st	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$106.40	NA	
NRC - Add'l	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$106.40	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$67.52	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$67.52	NA	
2-Wire ISDN Port(2)(3) including three available features, per month	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$36.01	NA	
NRC - 1st	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$70.32	NA	
NRC - Add'l	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$70.32	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$67.52	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$67.52	NA	
4-Wire ISDN DSI Port, per month	UEPEX	\$186.02	NA	\$163.16	NA	\$194.72	\$213.21	\$246.00	\$214.79	\$308.00	
NRC - 1st	UEPEX	\$244.85	NA	\$186.80	NA	\$181.89	\$244.12	\$113.86	\$278.37	To be negotiated	
NRC - Add'l	UEPEX	\$244.85	NA	\$186.80	NA	\$181.89	\$244.12	\$95.80	\$278.37	To be negotiated	
NRC - Disconnect Charge - 1st	UEPEX	\$51.19	NA	NA	NA	\$27.11	\$53.32	NA	NA	NA	
NRC - Disconnect Charge - Add'l	UEPEX	\$51.19	NA	NA	NA	\$27.11	\$53.32	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$54.75	NA	\$37.88	NA	\$33.18	\$51.03	NA	\$65.48	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$54.75	NA	\$37.88	NA	\$33.18	\$51.03	NA	\$65.48	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$11.53	NA	NA	NA	\$7.73	\$8.51	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$11.53	NA	NA	NA	\$7.73	\$8.51	NA	NA	NA	
4-Wire ISDN DSI Port including all available features, per month	UEPEX	NA	NA	NA	NA	NA	NA	NA	\$251.00	NA	
NRC - 1st	UEPEX	NA	NA	NA	NA	NA	NA	NA	\$311.73	NA	
NRC - Add'l	UEPEX	NA	NA	NA	NA	NA	NA	NA	\$311.73	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$65.48	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$65.48	NA	
2-Wire Analog Line Port (PBX), per month	UEPPC	\$2.07	NA	\$1.85	NA	\$2.20	\$2.11	NA	\$2.35	NA	
NRC - 1st	UEPPC	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA	
NRC - Add'l	UEPPC	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA	
NRC - Disconnect Charge - 1st	UEPPC	\$5.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA	
NRC - Disconnect Charge - Add'l	UEPPC	\$5.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$41.86	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$41.86	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$14.46	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$14.46	NA	
2-Wire Analog Line Port (PBX) including all available features, per month	UEPPC	\$0.48	NA	NA	NA	NA	NA	NA	\$3.38	NA	
NRC - 1st	UEPPC	NA	NA	NA	NA	NA	NA	NA	\$28.89	NA	
NRC - Add'l	UEPPC	NA	NA	NA	NA	NA	NA	NA	\$28.89	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$41.86	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$41.86	NA	
2-Wire Analog Line Port (PBX) including three available features, per month	UEPPC	NA	NA	NA	NA	NA	NA	NA	\$14.46	NA	
NRC - 1st	UEPPC	NA	NA	NA	NA	NA	NA	NA	\$3.38	NA	
NRC - Add'l	UEPPC	NA	NA	NA	NA	NA	NA	NA	\$3.38	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$14.46	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$14.46	NA	
2-Wire Analog Hunting, per line per month	HTGUX	See features	NA	NA	NA	NA	See features	NA	See features	NA	
NRC - 1st	HTGUX	See features	NA	NA	NA	NA	See features	NA	See features	NA	
NRC - Add'l	HTGUX	See features	NA	NA	NA	NA	See features	NA	See features	NA	
Coin Port, per month	HTGUX	\$2.34	NA	\$2.05	\$3.04	\$2.50	\$2.32	NA	\$2.77	\$1.90	

BELLSOUTH/BLUESTAR
RATES
NETWORK ELEMENTS
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DESCRIPTION	RATES BY STATE													TN
	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN	BST GSST A4.3.1			
NRC - 1st		\$21.93	NA	\$17.16	\$40.71	\$16.43	\$22.98	NA	\$24.75	NA	BST GSST A4.3.1			
NRC - Add'l		\$21.93	NA	\$17.16	\$40.71	\$16.43	\$22.98	NA	\$24.75	NA	BST GSST A4.3.1			
NRC - Disconnect Charge - 1st		\$5.21	NA	NA	NA	\$4.15	\$6.56	NA	NA	NA				
NRC - Disconnect Charge - Add'l		\$5.21	NA	NA	NA	\$4.15	\$6.56	NA	NA	NA				
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$25.93	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$43.48	NA				
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$11.34	\$14.57	NA	\$14.57	NA				
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$16.33	NA	NA	NA	\$9.86	\$16.06	NA	NA	NA				
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$0.48	NA	NA	NA	NA	NA	NA	NA	NA				
VERTICAL FEATURES														
Local Switching Features offered with Port, Per month (5)	N/A	NA	No add'l charge	NA	No add'l charge	\$9.28	NA	NA	See above	NA				
Three-Way Calling, per month		\$1.12	NA	NA	NA	NA	\$1.32	NA	\$1.10	NA				
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA				
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA				
Customer Changeable Speed Calling, per month		\$0.08	NA	NA	NA	NA	\$0.0755	NA	\$0.1247	NA				
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA				
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA				
NRC - Disconnect		\$0.03	NA	NA	NA	NA	\$0.033	NA	\$0.0665	NA				
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA				
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA				
Remote Activation of Call Forwarding, per month		\$0.18	NA	NA	NA	NA	\$0.4859	NA	\$0.3743	NA				
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA				
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA				
Cancel Call Waiting, per month		\$0.01	NA	NA	NA	NA	\$0.0082	NA	\$0.0099	NA				
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA				
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA				
Automatic Callback, per month		\$0.29	NA	NA	NA	NA	\$0.9877	NA	\$0.8015	NA				
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA				
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA				
Automatic Recall, per month		\$0.28	NA	NA	NA	NA	\$0.3164	NA	\$0.3102	NA				
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA				
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA				
Calling Number Delivery, per month		\$0.22	NA	NA	NA	NA	\$0.1817	NA	\$0.3272	NA				
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA				
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA				
Calling Number Delivery Blocking, per month		\$1.17	NA	NA	NA	NA	\$0.9813	NA	\$0.3684	NA				
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA				
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA				
Customer Originated Trace, per month		\$0.14	NA	NA	NA	NA	\$0.1918	NA	\$0.1402	NA				
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA				
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA				
Selective Call Rejection, per month		\$0.13	NA	NA	NA	NA	\$0.1721	NA	\$0.1528	NA				
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA				
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA				
Selective Call Forwarding, per month		\$0.05	NA	NA	NA	NA	\$0.5466	NA	\$0.1287	NA				
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA				
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA				
Selective Call Acceptance, per month		\$0.29	NA	NA	NA	NA	\$0.4010	NA	\$0.3283	NA				
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA				
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA				
Multiline Hunt Service (Rotary)														
Service per line, (in addition to port), per month		\$0.11	NA	NA	NA	NA	\$0.1271	NA	\$0.1301	NA				
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA				
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA				
Call Forwarding Variable, per month		\$0.05	NA	NA	NA	NA	\$0.0474	NA	\$0.0768	NA				
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA				
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA				

BELLSOUTH/BLUESTAR
RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	RATES BY STATE													
	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN				
Call Forwarding Busy Line, per month		\$0.03	NA	NA	NA	NA	\$0.0279	NA	\$0.0603	NA				
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA				
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA				
Call Forwarding Don't Answer All Calls, per month		\$0.03	NA	NA	NA	NA	\$0.0308	NA	\$0.0655	NA				
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA				
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA				
Remote Call Forwarding, per month		\$1.36	NA	NA	NA	NA	\$1.47	NA	\$1.41	NA				
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA				
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA				
Call Transfer, per month		\$0.12	NA	NA	NA	NA	\$0.1404	NA	\$0.1392	NA				
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA				
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA				
Call Hold, per month		\$0.03	NA	NA	NA	NA	\$0.0190	NA	\$0.0677	NA				
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA				
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA				
Toll Restricted Service, per month		\$0.04	NA	NA	NA	NA	\$0.0387	NA	\$0.0743	NA				
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA				
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA				
Message Waiting Indicator - Shutter Dial Tone, per month		\$0.03	NA	NA	NA	NA	\$0.0356	NA	\$0.0318	NA				
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA				
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA				
Anonymous Call Rejection, per month		\$0.93	NA	NA	NA	NA	\$0.9519	NA	\$1.13	NA				
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA				
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA				
Shared Call Appearances of a DN, per month		\$0.41	NA	NA	NA	NA	\$0.5015	NA	\$0.3513	NA				
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.47	NA				
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA				
Multiple Call Appearances, per month		\$0.09	NA	NA	NA	NA	\$0.0932	NA	\$0.0891	NA				
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.47	NA				
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA				
ISDN Bridged Call Exclusion, per month		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA				
NRC		\$0.00	NA	NA	NA	NA	\$0.0013	NA	\$0.0013	NA				
NRC - Disconnect		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.47	NA				
Call by Call Access, per month		\$28.29	NA	NA	NA	NA	\$50.89	NA	\$0.3621	NA				
NRC		\$28.94	NA	NA	NA	NA	\$28.61	NA	\$33.36	NA				
NRC - Disconnect		\$5.22	NA	NA	NA	NA	\$5.16	NA	NA	NA				
Privacy Release, per month		\$0.01	NA	NA	NA	NA	\$0.0030	NA	\$0.0116	NA				
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA				
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA				
Multi Appearance Directory Number Calls, per month		\$0.10	NA	NA	NA	NA	\$0.1115	NA	\$0.1048	NA				
NRC		\$0.55	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA				
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA				
Make Set Busy, per month		\$0.01	NA	NA	NA	NA	\$0.0013	NA	\$0.0101	NA				
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA				
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA				
Teen Service (Res. Dist. Alerting Service), per month		\$0.15	NA	NA	NA	NA	\$0.1071	NA	\$0.2149	NA				
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA				
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA				
Code Restriction and Diversion, per month		\$0.04	NA	NA	NA	NA	\$0.0464	NA	\$0.0708	NA				
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA				
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA				
Call Park, per month		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA				
NRC		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA				
NRC - Disconnect		\$0.09	NA	NA	NA	NA	\$0.1111	NA	\$0.1179	NA				
Automatic Line, per month		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA				
NRC		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA				
NRC - Disconnect		\$0.01	NA	NA	NA	NA	\$0.0105	NA	\$0.0138	NA				
ISDN Message Waiting Indication-Lamp, per month		\$0.01	NA	NA	NA	NA	\$0.0105	NA	\$0.0138	NA				

BELLSOUTH/BLUESTAR
RATES
NETWORK ELEMENTS
AND OTHER SERVICES

RATES BY STATE													
DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN			
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.47	NA			
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA			
ISDN Feature Function Buttons		NA	NA	NA	NA	NA	NA	NA	NA	NA			
NRC		\$1.03	NA	NA	NA	NA	\$1.02	NA	\$1.51	NA			
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA			
Subsequent Ordering Charge - (per order, per line)		NA	NA	NA	NA	NA	NA	NA	NA	NA			
NRC - Electronic - 1st		\$2.88	NA	NA	NA	NA	\$2.84	NA	\$1.36	NA			
NRC - Electronic - Add'l		\$0.96	NA	NA	NA	NA	\$0.95	NA	\$0.71	NA			
NRC - Manual - 1st		\$4.80	NA	NA	NA	NA	\$4.73	NA	\$7.35	NA			
NRC - Manual - Add'l		\$0.96	NA	NA	NA	NA	\$0.95	NA	\$0.95	NA			
NRC - Disconnect		\$2.88	NA	NA	NA	NA	\$2.84	NA	NA	NA			
End Office Switching (Port Usage)		NA	NA	NA	NA	NA	NA	NA	NA	NA			
End Office Switching Function, per mou	N/A	\$0.0018	\$0.0175	\$0.0016333	\$0.002562	\$0.0021	\$0.0023771	\$0.004	\$0.0019295	\$0.0019			
End Office Switching Function, add'l mou (6)	N/A	NA	\$0.005	NA	NA	NA	NA	NA	NA	NA			
End Office Interoffice Trunk Port-Shared, per mou	N/A	\$0.0002	NA	\$0.0001564	NA	\$0.0002	\$0.0001927	NA	\$0.0002581	NA			
Tandem Switching (Port Usage) [Local or Access Tandem]		NA	NA	NA	NA	NA	NA	NA	NA	NA			
Tandem Switching Function per mou	N/A	\$0.00063	\$0.00029	\$0.0006757	\$0.001096	\$0.0008	\$0.0007834	\$0.0015	\$0.0006843	\$0.000676			
Tandem Interoffice Trunk Port - Shared per mou	N/A	\$0.00033	NA	\$0.0002126	NA	\$0.0003	\$0.0002834	NA	\$0.0004034	NA			

INTEROFFICE TRANSPORT

Common (Shared) Transport		\$0.00001	\$0.000012	\$0.000008	\$0.0000049	\$0.0000083	\$0.0000091	\$0.00004	\$0.0000121	\$0.00004
Common (Shared) Transport per mile per mou	N/A	\$0.00045	\$0.0005	\$0.0004152	\$0.000426	\$0.00047	\$0.0004281	\$0.00036	\$0.0004872	\$0.00036
Interoffice Transport - Dedicated - VG		NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Transport - Dedicated - 2-Wire VG - per mile	1L5XX	\$0.03390	NA	\$0.0222	\$0.03	\$0.0384	\$0.0323	\$0.03	\$0.0373	\$0.0173
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	1L5XX	\$18.49	NA	\$17.07	\$27.66	\$19.10	\$21.33	\$18.01	\$21.42	\$18.33
NRC - 1st	1L5XX	\$144.27	NA	\$79.61	\$142.31	\$104.23	\$144.77	\$138.19	\$136.44	\$83.35
NRC - Add'l	1L5XX	\$54.15	NA	\$36.08	\$56.21	\$39.91	\$56.06	\$52.85	\$51.37	\$20.88
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$40.34	NA	\$18.94	\$37.21	\$26.20	\$36.86	\$176.31	\$39.63	\$30.15
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$40.34	NA	\$18.94	\$37.21	\$26.20	\$36.86	\$90.97	\$39.63	\$31.63
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS		NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Transport - Dedicated - DS0 - per mile per month	1L5XX	\$0.0339	\$0.0252	\$0.0222	\$0.03	\$0.0384	\$0.0323	\$0.03	\$0.0373	\$0.17
Interoffice Transport - Dedicated - DS0 - facilities termination per month	1L5XX	\$17.81	\$21.33	\$16.45	\$26.95	\$18.37	\$20.64	\$17.40	\$20.71	\$17.74
NRC - 1st	1L5XX	\$144.27	\$137.15	\$79.61	\$142.31	\$104.23	\$144.77	\$138.19	\$136.44	\$83.35
NRC - Add'l	1L5XX	\$54.15	\$64.45	\$36.08	\$56.21	\$39.91	\$56.06	\$52.85	\$51.37	\$20.88
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$40.34	NA	\$18.94	\$37.21	\$26.20	\$36.86	\$176.31	\$39.63	\$30.15
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$40.34	NA	\$18.94	\$37.21	\$26.20	\$36.86	\$90.97	\$39.63	\$31.63
Interoffice Transport - Dedicated - DS1		NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Transport - Dedicated - DS1 - per mile per month	1L5XX	\$0.69	\$0.6013	\$0.4523	\$0.45	\$0.7831	\$0.6598	\$0.5759	\$0.7598	\$0.3525
Interoffice Transport - Dedicated - DS1 - facilities termination per month	U1TF1	\$79.69	\$99.79	\$78.47	\$55.05	\$93.40	\$74.40	\$71.32	\$94.98	\$75.83
NRC - 1st	U1TF1	\$223.59	\$45.91	\$147.07	\$298.18	\$160.49	\$222.81	\$218.28	\$216.27	\$166.53
NRC - Add'l	U1TF1	\$168.60	\$44.18	\$111.75	\$231.23	\$123.03	\$168.92	\$164.55	\$162.70	\$124.84
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$40.34	NA	\$18.94	\$37.21	\$26.20	\$36.86	\$30.15	\$30.15	\$30.15
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$40.34	NA	\$18.94	\$37.21	\$26.20	\$36.86	\$38.12	\$39.63	\$31.63
Interoffice Transport - Dedicated - DS3		NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Transport - Dedicated - DS3 - per mile per month	1L5XX	\$11.93	\$10.25	\$7.07	\$12.06	\$16.15	\$15.02	\$11.62	\$19.14	\$6.88
Interoffice Transport - Dedicated - DS3 - facilities termination per month	U1TF3	\$736.60	\$894.83	\$743.41	\$1,112.02	\$1,131.09	\$744.38	\$815.01	\$904.49	\$840.61
NRC - 1st	U1TF3	\$877.36	\$884.71	\$878.95	\$858.75	\$883.62	\$812.30	\$854.47	\$856.96	\$677.70
NRC - Add'l	U1TF3	\$540.46	\$552.81	\$542.61	\$524.95	\$545.50	\$596.55	\$521.23	\$522.20	\$540.32
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$101.69	NA	\$98.49	\$94.57	\$99.02	\$92.05	\$97.23	\$99.09	\$102.75
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$101.69	NA	\$98.49	\$94.57	\$101.69	\$92.05	\$97.23	\$99.09	\$102.75
Local Channel - Dedicated		NA	NA	NA	NA	NA	NA	NA	NA	NA
Local Channel - Dedicated - 2-Wire VG		NA	NA	NA	NA	NA	NA	NA	NA	NA
Monthly Recurring	N/A	\$14.61	\$18.02	\$13.91	\$22.26	\$14.94	\$17.83	\$14.83	\$16.83	\$19.02
NRC - 1st	N/A	\$572.46	\$477.33	\$382.95	\$597.14	\$401.17	\$565.31	\$556.57	\$554.00	\$254.14
NRC - Add'l	N/A	\$92.07	\$124.32	\$62.40	\$110.52	\$66.35	\$93.30	\$90.19	\$88.58	\$28.96
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$45.12	NA	\$18.94	\$41.46	\$29.84	\$41.57	\$588.80	\$43.75	\$33.65
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$18.73	NA	\$8.42	\$27.39	\$19.46	\$27.39	\$102.94	\$13.55	\$23.84

BELLSOUTHBLUESTAR
RATES
NETWORK ELEMENTS
AND OTHER SERVICES

RATES BY STATE												
DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN		
Local Channel - Dedicated - 4-Wire VG												
Monthly Recurring	N/A	\$15.77	\$19.01	\$14.99	\$23.38	\$16.21	\$19.03	\$15.88	\$18.05	\$20.14		
NRC - 1st	N/A	\$581.14	\$77.33	\$368.44	\$585.15	\$407.11	\$573.83	\$565.05	\$582.46	\$257.05		
NRC - Addl	N/A	\$95.21	\$124.32	\$64.05	\$98.53	\$68.61	\$96.40	\$93.16	\$91.57	\$30.34		
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$45.12	NA	\$18.94	\$98.53	\$41.57	\$607.28	\$43.64	\$33.65	\$33.65		
NRC - Incremental Charge - Manual Service Order - Addl	SOMAC	\$18.73	NA	\$8.42	\$11.99	\$19.46	\$27.39	\$105.94	\$13.55	\$23.84		
Local Channel - Dedicated - DS1												
Monthly Recurring	TMECS	\$35.52	\$44.35	\$38.36	\$43.80	\$43.80	\$38.91	\$35.69	\$37.20	\$40.27		
NRC - 1st	TMECS	\$549.85	\$246.50	\$356.15	\$398.95	\$398.95	\$588.53	\$537.66	\$534.81	\$343.71		
NRC - Addl	TMECS	\$475.02	\$230.49	\$312.89	\$464.94	\$342.92	\$501.32	\$465.45	\$462.81	\$277.86		
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$91.22	NA	\$44.22	\$87.71	\$61.82	\$81.30	\$623.92	\$87.99	\$23.51		
NRC - Incremental Charge - Manual Service Order - Addl	SOMAC	NA	NA	NA	NA	NA	NA	\$487.22	\$3.11	\$21.75		
Local Channel - Dedicated - DS3												
Monthly Recurring	TMECS	NA	NA	NA	NA	NA	\$533.33	NA	NA	NA		
NRC - 1st	TMECS	NA	NA	NA	NA	NA	\$589.08	NA	NA	NA		
NRC - Addl	TMECS	NA	NA	NA	NA	NA	\$534.58	NA	NA	NA		
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	NA	NA	NA	NA	NA	\$56.84	NA	NA	NA		
NRC - Incremental Charge - Manual Service Order - Addl	SOMAC	NA	NA	NA	NA	NA	\$56.84	NA	NA	NA		
DARK FIBER												
Per four fiber strands, per route mile or fraction thereof, per month	UBNAX	\$59.84	\$55.35	\$44.22	\$64.64	\$65.29	\$70.35	\$49.88	\$72.45	\$52.67		
NRC - Per each four-fiber dry fiber arrangement - 1st	UBNAX	\$2,518.66	\$1,715.61	\$1,355.29	\$2,304.00	\$1,685.19	\$2,389.99	\$2,277.00	\$2,406.00	\$1,672.44		
NRC - Per each four-fiber dry fiber arrangement - Addl	UBNAX	\$835.08	\$622.68	\$273.69	\$740.93	\$580.11	\$804.32	\$733.08	\$765.30	\$509.09		
SWA BXX Toll Free Dialing Ten Digit Screening Service (7)			TBD									
BXX Access Ten Digit Screening (all types), per call (8)	N/A	\$0.0005	NA	\$0.0004868	NA	\$0.0005305	\$0.0005321	NA	\$0.0005227	NA		
BXX Access Ten Digit Screening Svc. W/8XX No. Delivery	N/A	NA	NA	NA	\$0.0010	NA	NA	\$0.00365	NA	\$0.004		
per query	N/A	NA	NA	NA	\$0.0011	NA	NA	\$0.00431	NA	\$0.004		
for BXX Numbers, with Optional Complex Features, per query												
BXX Access Ten Digit Screening Svc. W/POTS No. Delivery	N/A	NA	NA	NA	\$0.0010	NA	NA	\$0.00383	NA	\$0.004		
per query	N/A	NA	NA	NA	\$0.0011	NA	NA	\$0.00431	NA	\$0.004		
with Optional Complex Features, per query												
BXX Access Ten Digit Screening Svc. W/800 No. Delivery	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA		
per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA		
for BXX Numbers, w/Optional Complex Features, per message												
BXX Access Ten Digit Screening Svc. W/POTS No. Delivery	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA		
per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA		
with Optional Complex Features, per message												
Reservation Charge per BXX number reserved												
NRC - 1st	NBRTX	\$7.13	NA	\$6.57	\$10.05	\$5.29	\$8.46	\$27.00	\$6.38	\$30.00		
NRC - Addl	NBRTX	\$0.97	NA	\$0.76	\$1.19	\$0.73	\$0.96	\$0.50	\$0.9683	\$0.50		
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$27.84	NA		
NRC - Incremental Charge - Manual Service Order - Addl	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA		
Per BXX # Established w/o POTS (w/8XX No.) Translations												
NRC - 1st	N/A	\$15.88	NA	\$12.81	\$30.59	\$12.27	\$17.04	\$61.00	\$22.63	\$67.50		
NRC - Addl	N/A	\$1.97	NA	\$1.45	\$3.22	\$1.39	\$1.93	\$1.50	\$2.73	\$1.50		
NRC - Disconnected Charge - 1st	N/A	\$10.04	NA	NA	NA	\$8.30	\$11.32	NA	\$42.95	NA		
NRC - Disconnected Charge - Addl	N/A	\$0.97	NA	NA	NA	\$0.73	\$0.96	NA	NA	NA		
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	NA	NA		
NRC - Incremental Charge - Manual Service Order - Addl	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA		
Per BXX # Established with POTS Translations												
NRC - 1st	NBFTX	\$15.88	NA	\$12.81	\$30.59	\$12.27	\$17.04	\$61.00	\$22.63	\$67.50		
NRC - Addl	NBFTX	\$1.97	NA	\$1.45	\$3.22	\$1.39	\$1.93	\$1.50	\$2.73	\$1.50		
NRC - Disconnected Charge - 1st	NBFTX	\$10.04	NA	NA	NA	\$8.30	\$11.32	NA	\$42.95	NA		
NRC - Disconnected Charge - Addl	NBFTX	\$0.97	NA	NA	NA	\$0.73	\$0.96	NA	NA	NA		
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	NA	NA		
NRC - Incremental Charge - Manual Service Order - Addl	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA		
NRC - Incremental Charge - Manual Service Order - Disconnected												

BELLSOUTH/BLUESTAR
RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	RATES BY STATE													
	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN				
Customized Area of Service per 8XX Number														
NRC - 1st	N8FCX	\$5.69	NA	\$4.46	\$6.97	\$4.27	\$5.63	\$3.00	\$5.64	\$3.00				
NRC - Addtl	N8FCX	\$2.85	NA	\$2.23	\$3.49	\$2.14	\$2.81	\$1.50	\$2.82	\$1.50				
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA				
NRC - Incremental Charge - Manual Service Order - Addtl	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA				
Multiple Inter LATA Carrier Routing per Carrier Requested per 8XX #														
NRC - 1st	N8FMX	\$6.66	NA	\$5.22	\$8.16	\$5.00	\$6.59	\$3.50	\$6.60	\$3.50				
NRC - Addtl	N8FMX	\$3.81	NA	\$2.99	\$4.67	\$2.86	\$3.77	\$2.00	\$3.78	\$2.00				
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA				
NRC - Incremental Charge - Manual Service Order - Addtl	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA				
Change Charge per request														
NRC - 1st	N8FAX	\$8.10	NA	\$7.33	\$11.24	\$7.01	\$9.42	\$4.00	\$7.34	\$4.00				
NRC - Addtl	N8FAX	\$0.97	NA	\$0.76	\$1.19	\$0.73	\$0.96	\$0.50	\$0.95	\$0.50				
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$27.84	NA				
NRC - Incremental Charge - Manual Service Order - Addtl	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA				
Call Handling and Destination Features														
NRC - 1st	N8FDX	\$5.69	NA	\$4.72	\$6.97	\$4.27	\$5.63	\$3.00	\$5.64	\$3.00				
NRC - Addtl	N8FDX	NA	NA	\$4.46	\$6.97	\$4.27	\$5.63	\$3.00	\$5.64	\$3.00				
LINE INFORMATION DATABASE ACCESS (LIDB)														
LIDB Common Transport per query	OQT	\$0.00004	\$0.0003	\$0.0000338	\$0.00006	\$0.0000418	\$0.0000446	\$0.0003	\$0.0000442	\$0.0003				
LIDB Validation per query	OQU	\$0.041003	\$0.041003	\$0.0105974	\$0.00938	\$0.0103774	\$0.0142132	\$0.041003	\$0.0141003	\$0.041003				
LIDB Originating Point Code Establishment or Change - NRC	N/A	\$64.36	NA	\$50.30	\$107.80	\$48.17	\$63.63	\$91.00	\$61.62	NA				
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$25.93	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$27.84	NA				
NRC - Incremental Charge - Manual Service Order - Addtl	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA				
CCS7 SIGNALING TRANSPORT SERVICE														
CCS7 Signaling Connection, per link (A link) per month														
NRC		\$18.79	\$5.00	\$17.05	\$16.31	\$19.48	\$21.58	\$155.00	\$21.79	\$155.00				
NRC - Disconnected		\$171.98	\$400.00	\$131.96	\$354.95	\$126.34	\$169.72	\$510.00	\$277.07	\$510.00				
NRC - Incremental Charge - Manual Service Order		\$195.70	NA	NA	NA	\$101.10	\$134.08	NA	\$42.95	NA				
NRC - Incremental Charge - Manual Service Order - Disconnect		\$25.93	NA	\$18.94	NA	\$18.14	\$25.52	NA	NA	NA				
CCS7 Signaling Connection, per link (B link) (also known as D link) per month														
NRC		\$18.79	\$5.00	\$17.05	\$16.31	\$19.48	\$21.58	\$155.00	\$21.79	\$155.00				
NRC - Disconnected		\$171.98	\$400.00	\$131.96	\$354.95	\$126.34	\$169.72	\$510.00	\$277.07	\$510.00				
NRC - Incremental Charge - Manual Service Order		\$195.70	NA	NA	NA	\$101.10	\$134.08	NA	\$42.95	NA				
NRC - Incremental Charge - Manual Service Order - Disconnect		\$25.93	NA	\$18.94	NA	\$18.14	\$25.52	NA	NA	NA				
CCS7 Signaling Usage, per ISUP message														
(applicable when measurement and billing capability exists.)														
CCS7 Signaling Usage, per TCAP message														
(applicable when measurement and billing capability exists.)														
CCS7 Signaling Usage Surrogate, per link per LATA per mo (9)														
CCS7 Signaling Point Code, Establishment or Change, per STP affected														
NRC		\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00				
OPERATOR CALL PROCESSING														
Operator Provided Call Handling per min - Using BST LIDB														
(Call Completion Access Termination Charge per call attempt)														
Operator Provided Call Handling per min - Using Foreign LIDB														
(Call Completion Access Termination Charge per call attempt)														
Operator Provided Call Handling, per call														
Fully Automated Call Handling per call - Using BST LIDB														
Professional recording of name (OCP alone)														
Professional recording of name (DA and OCP alone)														
DRAM or front-end loading, per TOPS switch														
AABS or back-end loading, per IVS														

BELLSOUTHBLUESTAR
RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE												TN	
		AL	FL	GA	KY	LA	MS	NC	SC						
EBAS or r- automation loading, per NAV shelf	USOD2	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00
Recording Charge per Branded Announcement - Disconnect - Initial	N/A	\$9.61	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Recording Charge per Branded Announcement - Disconnect - Subsequent	N/A	\$9.61	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
INWARD OPERATOR SERVICES															
Verification, per minute	N/A	\$1.16	NA	\$0.921083	NA	\$0.86	NA	\$1.14	NA	\$1.14	NA	\$1.15	NA	\$1.15	NA
Verification and Emergency Interrupt, per minute	N/A	\$1.16	NA	\$0.921083	NA	\$0.86	NA	\$1.14	NA	\$1.14	NA	\$1.15	NA	\$1.15	NA
Verification, per call	VIL	NA	\$0.80	NA	\$1.00	NA	\$1.00	NA	\$1.11	NA	\$0.54	NA	\$0.65	NA	\$0.90
Verification and Emergency Interrupt, per call	N/A	NA	\$1.00	NA	\$1.11	NA	\$1.11	NA	\$1.11	NA	\$0.65	NA	\$0.65	NA	\$1.95
DIRECTORY ASSISTANCE SERVICES															
Directory Assist Call Completion Access Svc (DACO), per call attempt	N/A	\$0.0398	\$0.03	\$0.0348712	\$0.058	\$0.04	\$0.0425585	\$0.036	\$0.036	\$0.036	\$0.036	\$0.036	\$0.036	\$0.036	\$0.12
Call Completion Access Term charge per completed call	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Number Services Intercept per query	N/A	\$0.0235	\$0.01	\$0.0097497	\$0.0098	\$0.02	\$0.0188268	\$0.0077	\$0.0077	\$0.0077	\$0.0077	\$0.0077	\$0.0077	\$0.0077	\$0.15
Number Services Intercept per Intercept Query Update	N/A	\$0.26	\$0.25	\$0.2124568	\$0.3136	\$0.20	\$0.2617159	\$0.271744	\$0.271744	\$0.271744	\$0.271744	\$0.2619683	\$0.2619683	\$0.2619683	\$0.15
Directory Assistance Access Service Calls, per call	N/A	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Professional recording of name (DA alone)	N/A	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00
DRAM or front-end loading, per TOPS switch	N/A	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
AABS or back-end loading, per VS	N/A	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00
EBAS or r- automation loading, per NAV shelf	N/A	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00
Recording Charge per Branded Announcement - Disconnect - Initial	N/A	\$9.61	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Recording Charge per Branded Announcement - Disconnect - Subsequent	N/A	\$9.61	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Directory Transport															
Directory Transport - Local Channel DS1, per month	N/A	\$35.52	\$43.64	\$38.36	\$36.32	\$43.83	\$38.91	\$37.20	\$37.20	\$37.20	\$37.20	\$37.20	\$37.20	\$37.20	\$133.81
NRC - 1st	N/A	\$503.57	\$242.45	\$356.15	\$637.46	\$339.69	\$494.83	\$534.81	\$534.81	\$534.81	\$534.81	\$534.81	\$534.81	\$534.81	\$668.97
NRC - Add'l	N/A	\$442.84	\$226.44	\$312.89	\$546.84	\$298.29	\$435.28	\$462.81	\$462.81	\$462.81	\$462.81	\$462.81	\$462.81	\$462.81	\$486.83
NRC - Disconnect Charge - 1st	N/A	\$46.28	NA	NA	NA	\$33.02	\$46.85	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	\$32.18	NA	NA	NA	\$23.32	\$33.02	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge-Manual Svc Order - NRC	SOMAN	\$61.99	NA	\$44.22	NA	\$42.34	\$59.58	\$87.99	\$87.99	\$87.99	\$87.99	\$87.99	\$87.99	\$87.99	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	SOMAN	\$29.27	NA	NA	NA	\$19.48	\$27.41	\$3.11	\$3.11	\$3.11	\$3.11	\$3.11	\$3.11	\$3.11	NA
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	N/A	\$0.6923	\$0.6013	\$0.4523	\$0.45	\$0.78	\$0.6598	\$0.7598	\$0.7598	\$0.7598	\$0.7598	\$0.7598	\$0.7598	\$0.7598	\$23.00
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	N/A	\$79.69	\$99.79	\$78.47	\$55.05	\$93.40	\$74.40	\$94.98	\$94.98	\$94.98	\$94.98	\$94.98	\$94.98	\$94.98	\$90.00
NRC - 1st	N/A	\$198.15	\$45.91	\$147.07	\$298.18	\$140.49	\$196.28	\$216.27	\$216.27	\$216.27	\$216.27	\$216.27	\$216.27	\$216.27	\$100.49
NRC - Add'l	N/A	\$148.18	\$44.18	\$111.75	\$231.18	\$106.69	\$147.31	\$162.70	\$162.70	\$162.70	\$162.70	\$162.70	\$162.70	\$162.70	\$100.49
NRC - Disconnect Charge - 1st	N/A	\$25.44	NA	NA	NA	\$20.00	\$26.56	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	\$20.42	NA	NA	NA	\$16.34	\$21.61	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$39.63	\$39.63	\$39.63	\$39.63	\$39.63	\$39.63	\$39.63	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$27.37	NA	NA	NA	\$18.14	\$25.52	\$39.63	\$39.63	\$39.63	\$39.63	\$39.63	\$39.63	\$39.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$12.97	NA	NA	NA	\$8.06	\$11.34	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$12.97	NA	NA	NA	\$8.06	\$11.34	NA	NA	NA	NA	NA	NA	NA	NA
Switched Common Transport per DA Access Service per call	N/A	\$0.0003	\$0.0003	\$0.0002906	\$0.000175	\$0.0003274	\$0.0002987	\$0.000327	\$0.000327	\$0.000327	\$0.000327	\$0.000327	\$0.000327	\$0.000327	NA
Switched Common Transport per DA Access Service per call per mile	N/A	\$0.00003	\$0.00001	\$0.0000186	\$0.000004	\$0.0000175	\$0.0000202	\$0.0000303	\$0.0000303	\$0.0000303	\$0.0000303	\$0.0000303	\$0.0000303	\$0.0000303	NA
Access Tandem Switching per DA Access Service per call	N/A	\$0.0023	\$0.00055	\$0.0019152	\$0.000763	\$0.0025257	\$0.0023713	\$0.0024809	\$0.0024809	\$0.0024809	\$0.0024809	\$0.0024809	\$0.0024809	\$0.0024809	NA
DA Interconnection, per DA Access Service Call	N/A	\$0.00269	NA	\$0.00269	NA	NA	NA	\$0.00269	NA	NA	NA	NA	NA	NA	NA
Directory Transport-Installation NRC, per trunk or signaling connection	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

BELLSOUTH/BLUESTAR
RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE													TN
		AL	FL	GA	KY	LA	MS	NC	SC						
NRC - 1st	N/A	\$260.69	\$206.06	\$204.23	\$501.98	\$196.54	\$257.73	BS1's FCC 1 Sec 9	\$407.81					NA	
NRC - Add'l	N/A	\$5.95	\$4.71	\$4.42	\$13.32	\$4.23	\$5.85	BS1's FCC 1 Sec 9	\$11.00					NA	
NRC - Disconnect Charge - 1st	N/A	\$173.46	NA	NA	NA	NA	NA	NA	NA					NA	
NRC - Disconnect Charge - Add'l	N/A	\$5.95	NA	NA	NA	NA	NA	NA	NA					NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	\$44.22	NA	\$130.05	\$171.49	NA	NA					NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	\$4.23	\$5.85	NA	NA					NA	
Directory Assistance Database Service (DADS)															
Directory Assistance Database Service charge per listing	N/A	\$0.0446	\$0.001	\$0.0445	\$0.0193	\$0.0443	\$0.0447	\$0.00072	\$0.0444					NA	
Directory Assistance Database Service, per month	DBSOF	\$128.55	\$100.00	\$95.50	\$120.76	\$90.54	\$126.17	\$97.39	\$127.23					NA	
Direct Access to Directory Assistance Service (DADAS)															
Direct Access to Directory Assistance Service, per month	DBSDS	\$7,055.00	\$5,000.00	\$5,254.00	\$7,235.01	\$4,982.00	\$6,926.00	\$5,000.00	\$6,983.00					NA	
Direct Access to Directory Assistance Service, per query	DBSDA	\$0.0472685	\$0.01	\$0.0469016	\$0.0052	\$0.0460	\$0.0461336	\$0.023	\$0.0468212					NA	
Direct Access to Directory Assistance Service, svc estab charge	DBSDE														
NRC - Disconnect	DBSDE	\$1,118.00	\$820.00	\$789.24	\$1,186.94	\$786.82	\$1,097.00	\$1,000.00	\$1,173.00					NA	
NRC - Incremental Charge Manual Service Order - 1st	DBSDE	\$81.83	NA	NA	NA	NA	NA	NA	NA					NA	
NRC - Incremental Charge Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	\$57.23	\$80.52	NA	NA					NA	
AIN (10)														TBD	
AIN, per message	CAM	NA	\$0.00004 (interim)	NA	NA	NA	NA	NA	NA					NA	
AIN - BellSouth AIN SMS Access Service	CAM													NA	
Service Establishment Charge, per state, initial set-up															
NRC - Disconnect	CAMSE	\$197.49	NA	\$90.25	NA	\$153.31	\$174.03	NA	\$296.16					NA	
Port Connection - Dial/Shared Access	CAMSD	\$114.22	NA	NA	NA	\$78.06	\$135.96	NA	NA					NA	
NRC - Disconnect	CAMPD	\$64.05	NA	\$29.66	NA	\$50.07	\$53.47	NA	\$87.29					NA	
Port Connection - ISDN Access	CAMPD	\$27.04	NA	NA	NA	\$18.61	\$37.70	NA	NA					NA	
NRC - Disconnect	CAMPD	\$64.05	NA	\$29.66	NA	\$50.07	\$53.47	NA	\$87.29					NA	
Port Connection - ISDN Access	CAMPD	\$27.04	NA	NA	NA	\$18.61	\$37.70	NA	NA					NA	
NRC - Disconnect	CAMAU	\$141.84	NA	\$84.43	NA	\$104.95	\$129.83	NA	\$202.08					NA	
Security Card per User ID Code, initial or replacement	CAMAU	\$70.05	NA	NA	NA	\$48.95	\$79.91	NA	NA					NA	
NRC - Disconnect	CAMRC	\$142.13	NA	\$35.44	NA	\$125.33	\$131.54	NA	\$172.26					NA	
Storage, per unit (100kb)	CAMRC	\$35.26	NA	NA	NA	\$24.40	\$45.77	NA	NA					NA	
Session per minute	N/A	\$0.0026	NA	\$0.0023	NA	\$0.0029	\$0.0029	NA	\$0.0028					NA	
CO, Performed Session, per minute	N/A	\$0.0892	NA	\$0.0795604	NA	\$0.10	\$0.0976650	NA	\$0.0942866					NA	
AIN - BellSouth AIN Toolkit Service	N/A	\$2.08	NA	\$2.08	NA	\$1.97	\$2.09	NA	\$2.07					NA	
AIN, Service Creation Tools															
Service Establishment Charge, per state, initial set-up	CAMPB	NA	TBD	NA	NA	NA	NA	NA	NA					NA	
NRC - Disconnect	BAPSC	\$192.69	NA	\$86.74	NA	\$153.25	\$169.31	NA	\$291.41					NA	
Training Session, per customer	BAPSC	\$114.22	NA	NA	NA	\$78.05	\$135.96	NA	NA					NA	
NRC - Disconnect	BAPVX	\$8,363.00	NA	\$8,348.00	NA	\$5,315.00	\$8,379.00	NA	\$8,333.00					NA	
Trigger Access Charge, per trigger, per DN, Term, Attempt	BAPVX	NA	NA	NA	NA	NA	NA	NA	NA					NA	
NRC - Disconnect	BAPIT	\$49.64	NA	\$19.13	NA	\$41.08	\$39.30	NA	\$73.02					NA	
Trigger Access Charge, per trigger, per DN, Off-Hook Delay	BAPIT	\$27.04	NA	NA	NA	\$18.60	\$37.70	NA	NA					NA	
NRC - Disconnect	BAPIT	\$49.64	NA	\$19.13	NA	\$41.08	\$39.30	NA	\$73.02					NA	
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate	BAPIT	\$27.04	NA	NA	NA	\$18.60	\$37.70	NA	NA					NA	
NRC - Disconnect	BAPIM	\$49.64	NA	\$19.13	NA	\$41.08	\$39.30	NA	\$73.02					NA	
Trigger Access Charge, per trigger, per DN, 10-Digit PODP	BAPIM	\$27.04	NA	NA	NA	\$18.60	\$37.70	NA	NA					NA	

BELLSOUTH/BLUESTAR
RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	RATES BY STATE													
	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN				
NRC														
NRC - Disconnected														
Trigger Access Charge, per trigger, per DN, CDP														
NRC														
NRC - Disconnected														
Trigger Access Charge, per trigger, per DN, Feature Code														
NRC														
NRC - Disconnected														
Query Charge, per query														
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query														
SCP Storage Charge, per SMS Access Acct, per 100 Kb														
Monthly Report - per AIN Toolkit Service Subscription														
NRC														
NRC - Disconnected														
Special Study - per AIN Toolkit Service Subscription														
NRC														
NRC - Disconnected														
Call Event Report - per AIN Toolkit Service Subscription														
NRC														
NRC - Disconnected														
Call Event special Study - per AIN Toolkit Service Subscription														
NRC														
NRC - Disconnected														

DESCRIPTION	RATES BY STATE													
	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN				
CALLING NAME (CNAM) QUERY SERVICE														
CNAM (Database Owner), Per Query														
CNAM (Non-Database Owner), Per Query *														
NRC, applicable when CLEC-1 uses the Character Based User Interface (CHUI) method to transmit the names to the BellSouth CNAM database														
* Volume and term arrangements are also available.														
SELECTIVE ROUTING (1)														
Per Line or PBX Trunk, each														
NRC														
Customized routing per unique line class code, per request, per switch														
NRC														
NRC - Incremental Charge - Manual Service Order														
VIRTUAL COLLOCATION														
2-wire Cross-Connect														
RC														
NRC - 1st														
NRC - Addl														
NRC - Disconnected - 1st														
NRC - Disconnected - Addl														
4-wire Cross-Connect														
RC														
NRC - 1st														
NRC - Addl														
NRC - Disconnected - 1st														
NRC - Disconnected - Addl														
2-fiber Cross-Connect														
RC														
NRC - 1st														
NRC - Addl														
NRC - Disconnected - 1st														
NRC - Disconnected - Addl														
4-fiber Cross-Connect														
RC														
NRC - 1st														

BELLSOUTH/BLUESTAR
RATES

DESCRIPTION	USOC	RATES BY STATE									
		AL	FL	GA	KY	LA	MS	NC	SC	TN	
NRC - Addl	CNC4F	\$50.43	NA	\$38.78	\$38.78	\$38.37	\$38.78	\$63.56	\$63.68	\$38.78	
NRC - Disconnect - 1st	CNC4F	\$21.86	NA	NA	NA	\$16.75	NA	NA	NA	NA	
NRC - Disconnect - Addl	CNC4F	\$18.31	NA	NA	NA	\$14.20	NA	NA	NA	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.

- In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.
- 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.
- Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.
- This rate element is for those states which have a specific rate for User Profile per B Channel.
- 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)
- This rate element is for use in those states with a different rate for additional minutes of use.
- 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)
- This rate element is for those states who separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features.
- This charge is only applicable where signaling usage measurement or billing capability does not exist.
- Prices for AIN to be determined upon development of mediation device. (TN)
- Price for Line Class Codes for Selective Routing shall be determined by the TRA. (TN)

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

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

Creighton.Mershon@BellSouth.com

Creighton E. Mershon, Sr.
General Counsel-Kentucky

502 582-8219
Fax 502 582-1573

April 19, 2000

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

RECEIVED
APR 20 2000
PUBLIC SERVICE
COMMISSION

Re: Petition for Arbitration of BlueStar Networks, Inc.
with BellSouth Telecommunications, Inc. pursuant to the
Telecommunications Act of 1996
PSC 99-498

Dear Mr. Huelsmann:

Pursuant to a request from Commission Attorney Dale Wright,
BellSouth submits the following list of issues remaining to be
resolved in the BlueStar Arbitration case:

Issue 5
Issue 14
Issue 15
Issue 16

Sincerely,



Creighton E. Mershon, Sr.

cc: Parties of Record

KPSC CASE NO. 99-498

BlueStar/BellSouth Arbitration

RECEIVED

APR 03 2000

**PUBLIC SERVICE
COMMISSION**

BellSouth's Rebuttal Testimony

◆ **Milner**

◆ **Varner**

Filed 4-3-2000



BellSouth Telecommunications, Inc.
P.O. Box 32410
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Creighton E. Mershon, Sr.
General Counsel - Kentucky

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

April 3, 2000

RECEIVED

APR 03 2000

**PUBLIC SERVICE
COMMISSION**

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

Re: Petition for Arbitration of BlueStar Networks, Inc.
with BellSouth Telecommunications, Inc. pursuant to the
Telecommunications Act of 1996
PSC 99-498

Dear Mr. Huelsmann:

Enclosed for filing in the above-captioned case are the
original and twelve (12) copies of rebuttal testimony of W. Keith
Milner and Alphonso J. Varner.

Sincerely,

Creighton E. Mershon, Sr.

Enclosures

cc: Parties of Record

SERVICE LIST - PSC 99-498

Honorable Norton Cutler
Vice President Regulatory & General
Counsel
BlueStar Networks, Inc.
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401 Church Street
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Hon. C. Kent Hatfield
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414 Union Street, Suite 1600
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Honorable Michael B. Bressman
Associate General Counsel
BlueStar Networks
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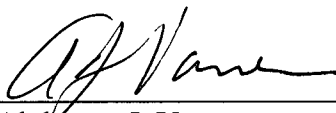
Hon. Frank F. Chuppe
Hon. Kevin J. Hable
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Citizens Plaza
Louisville, KY 40202

STATE OF GEORGIA

COUNTY OF FULTON

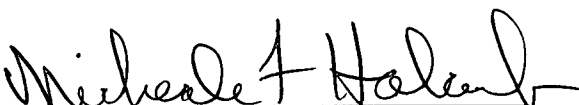
BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared Alphonso J. Varner, Senior Director, BellSouth Telecommunications, Inc., being by me first duly sworn deposed and said that:

He is appearing as a witness before the Kentucky Public Service Commission in Case No. 99-⁴⁹⁸~~948~~, Petition for Arbitration of BlueStar Networks, Inc. with BellSouth Telecommunications, Inc., Pursuant to the Telecommunications Act of 1996, on behalf of BellSouth Telecommunications, Inc., and if present before the Commission and duly sworn, his rebuttal testimony would be set forth in the annexed testimony consisting of 7 pages and 0 exhibit(s).



Alphonso J. Varner

SWORN TO AND SUBSCRIBED BEFORE ME this
31st day of March, 2000.




NOTARY PUBLIC

MICHEALE F. HOLCOMB
Notary Public, Douglas County, Georgia
My Commission Expires November 3, 2001

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, this 3rd day of April 2000.



Creighton E. Mershon, Sr.

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BELLSOUTH TELECOMMUNICATIONS, INC.
REBUTTAL TESTIMONY OF ALPHONSO J. VARNER
BEFORE THE KENTUCKY PUBLIC SERVICE COMMISSION
CASE NO. 99-498
APRIL 3, 2000

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

A. My name is Alphonso J. Varner. I am employed by BellSouth as Senior Director for State Regulatory for the nine-state BellSouth region. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375.

Q. HAVE YOU PREVIOUSLY FILED TESTIMONY IN THIS DOCKET?

A. Yes. I filed direct testimony on March 8, 2000.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. My testimony rebuts the direct testimony filed by BlueStar Networks, Inc. ("BlueStar") witness Carty Hassett on January 25, 2000 in this proceeding. Specifically, my comments respond to her direct testimony regarding Issue Nos. 14 and 15. Although both parties filed direct testimony on Issue 11, it is my understanding that the parties have resolved that issue. However, BellSouth

1 retains the right to supplement its testimony should BlueStar indicate
2 otherwise.

3

4 ***Issue 14: Should the interconnection agreement include the liquidated damages***
5 ***provisions and performance measures recently adopted by the Public Utility***
6 ***Commission of Texas?***

7

8 Q. HAS BLUESTAR CHANGED ITS POSITION ON THIS ISSUE FROM THE
9 POSITION STATED IN ITS PETITION?

10

11 A. Apparently so. In its petition, BlueStar recommends adoption of a
12 performance measure and penalty mechanism from Texas. I addressed
13 BellSouth's position on this proposal in my direct testimony. In Ms. Hassett's
14 direct testimony, however, it appears that BlueStar is recommending adoption
15 of BellSouth's Voluntary Self-Effectuating Enforcement Mechanism
16 ("VSEEM") to be effective before BellSouth receives interLATA long distance
17 authority in Kentucky.

18

19 First, as I noted in my direct testimony, BellSouth has already offered to
20 provide contract language, service quality measurements and BellSouth's
21 VSEEM to BlueStar, however, BlueStar was not agreeable to any proposal that
22 does not institute penalties immediately. Ms. Hassett's testimony confirms
23 that point.

24

25 Second, this Commission has already determined that liquidated damages are

1 not appropriate for arbitration under Section 252 of the Act. BellSouth's offer
2 to include its VSEEM in interconnection agreements is not to be interpreted as
3 BellSouth's admission that liquidated damages can be imposed without
4 BellSouth's agreement.

5
6 Third, the FCC has only indicated that enforcement mechanisms are to be
7 reviewed as a public interest item under Section 271 of the Act when
8 companies such as BellSouth apply for long distance authority with the FCC.
9 The FCC's primary objective is to ensure that companies do not backslide on
10 performance after obtaining long distance approval. The FCC does not require
11 an enforcement mechanism under Section 251 or 252 of the Act.

12
13 Finally, as I discussed in my direct testimony, this Commission has recently
14 reaffirmed its decision that performance measures are not required in an
15 interconnection agreement. The Commission stated in its March 2, 2000
16 Order:

17 As the Commission has noted in several previous orders, BellSouth is
18 required to provide the same quality of service to ICG as it provides to
19 itself. There is no need to assume that BellSouth will not in good faith
20 comply with that requirement. Thus, performance measures and
21 enforcement mechanisms of the nature requested by ICG are not
22 necessary. Should ICG have a basis on which to allege that poor
23 quality of service is being delivered to its customers by BellSouth then
24 it should bring this matter to the Commission's attention through a
25 complaint petition. Order at page 7.

1

2

The Commission has, in essence, preempted this issue by not requiring the performance measures in interconnection agreements. Without clearly identified and measurable performance standards, there is no basis for applying liquidated damages.

6

7 Q. MS. HASSETT SAYS THAT IF BELLSOUTH DOES NOT SUPPORT THE
8 PROPOSAL TO INSTITUTE PENALTIES IMMEDIATELY THAT
9 BELLSOUTH SHOULD WAIVE NONRECURRING COSTS WHENEVER
10 BELLSOUTH DELAYS A DELIVERY OF A REQUEST. PLEASE
11 COMMENT.

12

13 A. Ms. Hassett's proposal is nothing more than a request for liquidated damages
14 in poor disguise. Waiving nonrecurring charges would be just another form of
15 penalty, which is inappropriate and unnecessary. Beyond this fact, it would be
16 impractical and virtually impossible to administer such a requirement. It is not
17 BellSouth's intention to delay service to CLECs any more than we intend to
18 delay service to our own end users. However, even under the best of
19 circumstances, delays do sometimes occur. From time to time, both parties
20 may have reasonable circumstances which might cause a delay in the schedule
21 and, it is often not clearly discernable what and/or which party caused the
22 delay. There is no mechanism in place to track all delays, and who is
23 responsible. Therefore, a provision for a waiver in any instance is not
24 appropriate to be included in the interconnection agreement.

25

1 *ISSUE 15: What, if any, provisions should the agreement include for alternative*
2 *dispute resolution?*

3

4 Q. MS. HASSETT SUGGESTS TWO ALTERNATIVES TO RESOLVE THIS
5 ISSUE; THROUGH PRIVATE ALTERNATIVE DISPUTE RESOLUTION
6 OR THROUGH AN EXPEDITED COMMISSION PROCESS SUCH AS
7 THE ONE USED IN GEORGIA. PLEASE COMMENT.

8

9 A. In my direct testimony, I explained that commercial arbitrators can be costly
10 and they typically lack experience in complex telecommunications issues. The
11 Commission is quite capable of handling disputes as they arise. With respect
12 to an expedited process, BellSouth has offered BlueStar the same
13 Intercompany Review process that the parties agreed to in Florida and Georgia.

14

15 Further, the examples identified in Ms. Hassett's testimony do not qualify as
16 disputed issues, because there is really no disagreement. Ms. Hassett cites
17 collocation issues as the primary reason for requesting the Commission to
18 implement an expedited complaint process. However, BellSouth does not
19 dispute that collocation intervals should be adhered to wherever possible and
20 that permitting procedures should be handled within established timeframes. In
21 these instances where there is no disputed issue, BellSouth is attempting to
22 provide service to all CLECs in a nondiscriminatory manner as expeditiously as
23 possible.

24

25 The question becomes, does the Commission want to get in the middle of day

1 to day operations and provisioning issues. BellSouth believes it is unnecessary
2 for the Commission to establish a process to handle day to day provisioning
3 problems. It must be recognized that from time to time provisioning
4 difficulties will arise. For such day to day provisioning issues BellSouth has
5 provided an escalation procedure to bring more expeditious resolution when
6 appropriate. In addition, BlueStar's Account Team is working as BlueStar's
7 representative within BellSouth to assist with any continuing or unresolved
8 provisioning issues. Further, as noted, BlueStar and BellSouth have already
9 agreed to an Intercompany Review Board process to expedite resolution of
10 disputes in Florida and Georgia. This appears to be a more appropriate means
11 of handling the type of "disputes" Ms. Hassett has described.

12
13 Finally, BellSouth publishes performance measurements on its Interconnection
14 Services website for each CLEC. These performance measures can be used by
15 a CLEC to determine if BellSouth provides the CLEC with nondiscriminatory
16 service. Information made available to me indicates that BlueStar has yet to
17 request an account code by which it could access this database and view
18 performance data.

19
20 Q. HAS MS. HASSETT FAIRLY CHARACTERIZED BELLSOUTH'S
21 REACTION TO BLUESTAR'S REQUEST FOR EXPEDITED
22 PROCEDURES.

23
24 A. No. Ms. Hassett states on page 9 of her testimony that "BellSouth does not
25 want to resolve anything rapidly". Her contention is completely untrue.

1 BlueStar has proposed processes that introduce duplication of existing
2 processes or new processes that add complexity and resource intensive
3 activities as a remedy to this issue. BellSouth is not opposed to rapid
4 resolution to a problem area; however, BellSouth is opposed to unnecessary,
5 expensive or duplicative processes. As I stated in my direct testimony, the Act
6 has been effective for four years and during that time the Commission has
7 handled all complaints expeditiously using the expertise within the
8 Commission's Staff. It is unnecessary for the Commission to establish a new
9 process for handling disputes when the Commission is clearly capable of doing
10 so under its existing procedures.

11

12 Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

13

14 A. Yes.

15

16

17 203606

18

19

20

21

22

23

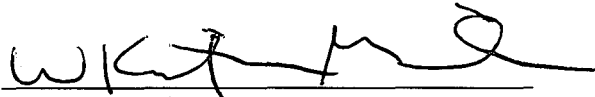
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25

STATE OF GEORGIA
COUNTY OF FULTON

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

He is appearing as a witness before the Kentucky Public Service Commission in Case No. ~~99-948~~⁴⁹⁸, Petition for Arbitration of BlueStar Networks, Inc. with BellSouth Telecommunications, Inc., Pursuant to the Telecommunications Act of 1996, on behalf of BellSouth Telecommunications, Inc., and if present before the Commission and duly sworn, his rebuttal testimony would be set forth in the annexed testimony consisting of 25 pages and 1 exhibit(s).


W. Keith Milner

SWORN TO AND SUBSCRIBED BEFORE ME this
31st day of March, 2000.


NOTARY PUBLIC

MICHEALE F. HOLCOMB
Notary Public, Douglas County, Georgia
My Commission Expires November 3, 2001

1 BELL SOUTH TELECOMMUNICATIONS, INC.
2 REBUTTAL TESTIMONY OF W. KEITH MILNER
3 BEFORE THE KENTUCKY PUBLIC SERVICE COMMISSION
4 CASE NO. 99-498
5 APRIL 3, 2000
6

7 Q. PLEASE STATE YOUR NAME, ADDRESS, AND POSITION WITH
8 BELL SOUTH TELECOMMUNICATIONS, INC.
9

10 A. My name is W. Keith Milner. My business address is 675 West Peachtree
11 Street, Atlanta, Georgia 30375. I am Senior Director - Interconnection
12 Services for BellSouth Telecommunications, Inc. ("BellSouth"). I have
13 served in my present role since February 1996 and have been involved
14 with the management of certain issues related to local interconnection,
15 resale, and unbundling.
16

17 Q. ARE YOU THE SAME W. KEITH MILNER WHO EARLIER FILED
18 DIRECT TESTIMONY IN THIS PROCEEDING?
19

20 A. Yes, I am.
21

22 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?
23

24 A. I will provide rebuttal to the testimony of BlueStar witness Ms. Carty
25 Hassett regarding Issue Number 16 of the Petition for Arbitration filed by

1 BlueStar Networks, Inc. ("BlueStar") in this docket. I will also provide
2 rebuttal to the portions of Ms. Hassett's testimony related to Issue 15
3 (Dispute Resolution) wherein she discusses BellSouth's performance in
4 providing collocation to BlueStar. Finally, in connection with Issue 9, I will
5 rebut the testimony of BlueStar witness Michael Starkey regarding certain
6 technical matters related to the subject of unloading cable pairs.

7

8 **Issue 16: What is the appropriate method for BlueStar to gain access to**
9 **BellSouth's riser cables, allowing BlueStar to provision its digital**
10 **subscriber line access multiplexer (DSLAM)?**

11

12 Q. ON PAGE 3 OF HER TESTIMONY, MS. HASSETT STATES "THESE
13 CABLES [THAT IS, RISER CABLES] PASS THROUGH CONDUIT AND
14 THE FLOOR OR CEILING OF THE BUILDING. DUPLICATING THEM IS
15 VERY EXPENSIVE AND WASTEFUL BECAUSE MOST BUILDINGS
16 HAVE SIGNIFICANT EXCESS CAPACITY TO EACH PREMISE." [sic]
17 DO YOU AGREE?

18

19 A No. First, Ms. Hassett provides no basis for her claim that "most buildings
20 have significant excess capacity...." In fact, there are many cases where
21 riser cable capacity must be augmented to allow growth of additional
22 customer lines. Second, the conduits rising between floors are often
23 shared by the service providers in a given building so there is no need to
24 "tear apart the building's floors and ceilings" as she suggests. Third, and
25 most importantly, BellSouth is not opposed to providing its riser cable to

1 BlueStar or any CLEC on an unbundled basis. BellSouth's concern is with
2 the manner in which that access is achieved. BellSouth believes the
3 methods of access it proposed is entirely appropriate. This method is
4 discussed in my direct testimony in this proceeding.

5
6 Q. ON PAGE 3 OF HER TESTIMONY, MS. HASSETT STATES "FURTHER,
7 MOST BUILDING OWNERS WOULD NOT ALLOW BLUESTAR OR
8 ANOTHER CLEC TO TEAR APART THE BUILDING'S FLOORS AND
9 CEILINGS TO INSTALL ADDITIONAL RISER CABLE." PLEASE
10 COMMENT.

11
12 A BellSouth, itself, is faced with the issue of reinforcing Intrabuilding Network
13 Cable ("riser cable") on a daily basis, as are CLECs who provide their own
14 loop facilities. In most cases, there are spare pathways and spaces that
15 can be used, subject to approval by the building owner. A key activity is to
16 review building infrastructure and obtain the owner's permission to use
17 existing spare facilities prior to making a commitment to provide service to
18 tenants/end users. In cases where additional through-floor penetrations
19 are required and the building owner refuses to allow such work to be
20 performed, any carrier, including BellSouth, would have to consider the
21 option of leasing spare facilities from another carrier. Where spare cable
22 pairs are available, BellSouth offers Intrabuilding Network Cable to CLECs
23 on an unbundled basis. In summary, BlueStar is free in most or all cases
24 to provide its own riser cable, to lease riser cable from another CLEC, or
25 to lease it from BellSouth.

1

2 Q. ON PAGE 4 OF HER TESTIMONY, MS. HASSETT STATES "IN
3 ADDITION, THE BEST WAY TO PROVIDE DSL SERVICES IN A
4 BUILDING THAT HAS A DIRECT FIBER LINK IS THROUGH ACCESS
5 TO THIS RISER CABLE. BY DENYING BLUESTAR SUCH ACCESS,
6 BELLSOUTH CAN ENSURE THAT CUSTOMERS IN THOSE
7 BUILDINGS SERVED BY FIBER WILL NOT HAVE ANY DSL
8 PROVIDERS." IS BELLSOUTH OPPOSED TO PROVIDING ITS RISER
9 CABLE TO BLUESTAR OR OTHER CLECs ON AN UNBUNDLED
10 BASIS?

11

12 A. No. BellSouth has not denied access to BlueStar, and BellSouth is willing
13 to provide access on an unbundled basis, but not in the manner proposed
14 by BlueStar.

15

16 Q. WHAT IS YOUR UNDERSTANDING OF BLUESTAR'S PROPOSED
17 METHOD OF ACCESS TO BELLSOUTH'S RISER CABLE?

18

19 A. As I discussed in my direct testimony, BellSouth's understanding of
20 BlueStar's proposed form of access is shown on Page 4 of my Exhibit
21 WKM-1, which was attached to my direct testimony. It shows that both
22 BellSouth and BlueStar's loop facilities would be terminated in the same
23 terminal, thereby giving BlueStar direct access to all the riser cable pairs,
24 including those used by BellSouth's end user customers and other CLECs'
25 end user customers in cases where the CLEC provides service in part via

1 unbundled sub-loop elements acquired from BellSouth.

2

3 Q. WHAT IS THE PROBLEM WITH BLUESTAR'S PROPOSAL?

4

5 A. BlueStar's proposal needlessly increases the risk of customer service
6 interruption, both to BellSouth's retail customers as well as to other
7 CLECs' customers. Service providers other than BellSouth have also
8 installed riser cable in particular buildings and, under BlueStar's proposal,
9 could be used by BlueStar without consent or notice and conceivably
10 could result in service outages for the other service providers' customers.
11 Closer examination of BlueStar's proposal immediately reveals that
12 BlueStar's technicians could, intentionally or unintentionally, disrupt the
13 service provided by BellSouth to its end user customers or the end user
14 customers of CLECs using unbundled sub-loop elements acquired from
15 BellSouth. The FCC requires that "each carrier must be able to retain
16 responsibility for the management, control, and performance of its own
17 network." (First Report and Order 96-325, ¶ 203) BlueStar's proposal, if
18 allowed, would render BellSouth (and any other provider of riser cable)
19 incapable of managing and controlling its network in the provision of
20 service to its end user customers. How BlueStar believes accurate
21 records of riser cable inventory (that is, riser cable pairs in use, spare, or
22 defective) might be maintained is a mystery. Further, BellSouth (and any
23 other provider of riser cable) would be at BlueStar's mercy to inform the
24 owner of the riser cable as to when, where, and how BlueStar used its
25 property.

1

2 Q. ON PAGE 4 OF HER TESTIMONY, MS. HASSETT STATES "IN EVERY
3 BUILDING WHERE BLUESTAR HAS PLACED A DSLAM [THAT IS, A
4 DIGITAL SUBSCRIBER LINE ACCESS MULTIPLEXER], THE
5 LANDLORD HAS LICENSED BLUESTAR TO USE THE RISER CABLE
6 BECAUSE THE LANDLORD BELIEVES THAT IT OWNS THE RISER
7 CABLE." PLEASE RESPOND.

8

9 A. In the vast majority of cases, BellSouth owns the riser cable, not the
10 landlord or property owner. Thus, the licenses Ms. Hassett asserts
11 BlueStar has obtained from landlords are meaningless. Further, Ms.
12 Hassett's statement suggests a lack of understanding of or appreciation
13 for established demarcation rules set forth by the FCC.

14

15 Q. HAS THE FCC PREVIOUSLY SET FORTH RULES FOR THE
16 ESTABLISHMENT OF DEMARCATION POINTS BETWEEN A
17 TELECOMMUNICATIONS SERVICE PROVIDER'S NETWORK AND THE
18 INSIDE WIRE AT A CUSTOMER'S PREMISES?

19

20 A. Yes, in FCC Docket 88-57. Part 68.3(b) of the FCC's rules deals
21 separately with buildings existing after August 13, 1990, and with buildings
22 existing on or before August 13, 1990. Following is the entire text of Part
23 68.3(b)(1) that deals with buildings existing as of August 13, 1990:

24

"In multiunit premises existing as of August 13, 1990, the

25

demarcation point shall be determined in accordance with the local

1 carrier's reasonable and non-discriminatory practices. Provided,
2 however, that where there are multiple demarcation points within
3 the multiunit premises, a demarcation point for a customer shall not
4 be further inside the customer's premises than a point twelve
5 inches from where the wiring enters the customer's premises, or as
6 close thereto as practicable."
7

8 Following is the complete text of paragraph 68.3(b)(2), which deals with
9 wiring installed after August 13, 1990:

10 "In multiunit premises in which wiring is installed after August 13,
11 1990, including major additions or rearrangements of wiring existing
12 prior to that date, the telephone company may [emphasis added]
13 establish a reasonable and nondiscriminatory practice of placing
14 the demarcation point at the minimum point of entry. If the
15 telephone company does not elect to establish a practice of placing
16 the demarcation point at the minimum point of entry, the multiunit
17 premises owner shall determine the location of the demarcation
18 point or points. The multiunit premises owner shall determine
19 whether there shall be a single demarcation point location for all
20 customers or separate such locations for each customer. Provided,
21 however, that where there are multiple demarcation points within
22 the multi-unit premises, a demarcation point for a customer shall
23 not be further inside the customer's premises than a point 30 cm
24 (12 in) from where the wiring enters the customer's premises, or as
25 close thereto as practicable."

1

2

BellSouth has not elected to establish a practice of placing the

3

demarcation point at the MPOE. However, in the rare event that the

4

building owner wants BellSouth to establish a single demarcation point to

5

serve the entire building, BellSouth complies with such a request. In the

6

much more common situation, if the building owner does not want a single

7

demarcation point, BellSouth provides demarcation points in each tenant's

8

office or suite. Thus, a property owner's consent for BlueStar to use

9

BellSouth's loop facilities is irrelevant since the facilities at issue do not

10

belong to the property owner but rather to BellSouth.

11

12 Q.

PLEASE SUMMARIZE BELLSOUTH'S POLICY REGARDING THE

13

ESTABLISHMENT OF DEMARCATION POINTS BETWEEN

14

BELLSOUTH'S NETWORK AND INSIDE WIRE?

15

16 A.

BellSouth's policy is simply this: Except at the request of the property

17

owner, consistent with rules in FCC Docket 88-57, now codified in the

18

Code of Federal Regulations (CFR), Part 68.3, that BellSouth establish its

19

demarcation point at the MPOE, BellSouth will establish multiple

20

demarcation points within a multi-story building. Each such demarcation

21

point will be placed as close as practicable to the point where BellSouth's

22

network terminating wire enters each end user customer's premises.

23

Where BellSouth establishes multiple demarcation points, BellSouth will,

24

at its expense, install, own and maintain facilities needed to reach these

25

multiple demarcation points.

1

2

3 Q. HOW DOES BELLSOUTH KNOW WHAT CHOICE THE BUILDING
4 OWNER MAKES RELATIVE TO THE LOCATION OF DEMARCATION
5 POINTS IN A MULTI-UNIT BUILDING?

6

7 A. When a building is in the planning stage, BellSouth personnel engage in
8 very detailed discussions with property owners regarding the type, location
9 and amount of telecommunications plant that will be installed throughout
10 the building. During these discussions, BellSouth and the property owner
11 reach agreement on the support structures (conduit, riser sleeves,
12 equipment spaces, etc.) which the property owner places within the
13 building to support the installation of BellSouth's wiring and equipment. In
14 those cases where a property owner designates an MPOE for the building,
15 no support structure is required beyond the MPOE and, consequently,
16 BellSouth does not install any wiring or equipment beyond the MPOE.

17

18 Q. IS THERE EVER ANY DOUBT AS TO WHAT CHOICE THE OWNER
19 HAS MADE?

20

21 A. No. Those property owners who choose a single demarcation point at the
22 MPOE clearly state such, usually through an appointed agent who is
23 either a carrier or telecommunications consultant. The property owner or
24 agent clearly specifies that no support structure beyond the MPOE will be
25 provided and that BellSouth must terminate all of its facilities at one

1 location, usually in the basement or other entry point of the building.

2

3 Q. DO BELLSOUTH'S STATE TARIFFS DEAL WITH THE SUBJECT OF
4 OWNERSHIP OF FACILITIES?

5

6 A. Yes. BellSouth's state tariffs, including BellSouth's Kentucky tariff, are
7 very clear about the ownership of its equipment and facilities. For
8 example, BellSouth's General Subscriber Service Tariff contains the
9 following statements in Section A2. General Regulations:

10

11 "A2.3.10 Provision and Ownership of Equipment and Facilities

12 A. Equipment and facilities furnished by the Company on the
13 premises of a subscriber or authorized user of the Company
14 are the property of the Company and are provided upon the
15 condition that such equipment and facilities, except as
16 expressly provided in this tariff, must be installed, relocated
17 and maintained by the Company.....

18 B. Subscribers may not disconnect or remove or permit others to
19 disconnect or remove any apparatus installed by the Company,
20 except as expressly provided in this tariff or upon the written
21 consent of the Company."

22

23 Further, in that same section of the General Subscriber Services
24 Tariff, the following language appears at A2.3.13 Maintenance and
25 Repairs:

1

2

"In case of damage, loss, theft, or destruction of any of the

3

Company's property due to the negligence or willful act of

4

the subscriber or other persons authorized to use the service

5

...the subscriber shall be required to pay the expense

6

incurred by the Company in connection with the replacement

7

of the property damaged, lost, stolen, or destroyed, or the

8

expense incurred in restoring it to its original condition."

9

10

It is difficult to understand why BlueStar would enter license

11

agreements with property owners without an understanding of

12

these rules, particularly when the rules make clear that riser cable

13

provided by BellSouth and serving BellSouth's customers is the

14

property of BellSouth.

15

16 Q.

ON PAGE 4 OF HER TESTIMONY, MS. HASSETT STATES

17

"BELLSOUTH HAS CONTENDED THAT IT OWNS THE RISER CABLE

18

IN NUMEROUS BUILDINGS AND HAS EVEN TORN DOWN A

19

BLUESTAR CIRCUIT ON ONE OCCASION." PLEASE RESPOND.

20

21 A.

I will respond to Ms. Hasset's allegations regarding the circuit she alleges

22

was "torn down" but first I wish to provide some pertinent background

23

information. The FCC clarified the definition of inside wire in its Docket

24

79-105. Wiring which is on the customer's side of the network

25

demarcation point is classified as inside wire. Since neither network

1 terminating wire nor riser cable is located on the customer's side of the
2 network demarcation point, it is not, by the FCC's definition, "inside wire."
3 BellSouth does not in any way restrict the use of "inside wire", that is,
4 wiring on the customer's side of the demarcation point. BellSouth
5 complies with the FCC's Part 68 Rules regarding the placement of the
6 demarcation point.

7

8 As I stated earlier, the FCC's Rules in Part 68 discuss serving
9 arrangements in buildings constructed before and after 1990 and dealt
10 with the issue of the circumstances in which an MPOE might be
11 established. In Kentucky, BellSouth follows the FCC's Rules in Part 68
12 regarding the location of the demarcation.

13

14 Q. WHAT IS YOUR UNDERSTANDING OF THE SITUATION MS. HASSETT
15 DISCUSSES ON PAGE 4 OF HER TESTIMONY WHEN SHE ALLEGES
16 THAT BELL SOUTH "HAS EVEN TORN DOWN A BLUESTAR CIRCUIT
17 ON ONE OCCASSION."

18

19 A. Obviously, I cannot discuss with certainty the situation Ms. Hassett
20 describes since she does not provide the date, location, or in fact any
21 details in support of such an allegation. I believe that Ms. Hassett would
22 be in possession of that information and could have provided it had she
23 seen fit to do so. Despite the vagueness of Ms. Hassett's allegations,
24 BellSouth attempted to investigate, but without success. My inquiries to
25 our field personnel who would normally handle such matters uncovered no

1 information related to such an incident. If adequate information is
2 provided by BlueStar, BellSouth will conduct a thorough investigation and,
3 if appropriate, initiate corrective action.
4

5 Q. BEGINNING ON PAGE 4 OF HER TESTIMONY, MS. HASSETT STATES
6 "BELLSOUTH HAS PROPOSED INSTALLING AN 'ACCESS TERMINAL'
7 BETWEEN BLUESTAR'S EQUIPMENT AND ITS OWN NETWORK
8 INTERFACE DEVICE (NID). BELLSOUTH WOULD REQUIRE
9 BLUESTAR TO PAY FOR THE TERMINAL AND THE BLUESTAR NID."
10 PLEASE RESPOND.

11
12 A. Ms. Hassett is correctly referring to a charge for BellSouth's installing an
13 access terminal. Such a charge is entirely appropriate, as is the
14 installation of the access terminal as a safe, secure means of providing
15 access to BellSouth's riser cable on an unbundled basis. Ms. Hassett is
16 mistaken when she asserts that BellSouth would require BlueStar to pay
17 for the BlueStar NID. BlueStar can provide its own NID or BellSouth will
18 provide a NID to BlueStar on an unbundled basis. Should BlueStar elect
19 to have BellSouth provide an unbundled NID, BlueStar should pay for it.
20

21 Q. ON PAGE 4 OF HER TESTIMONY, MS. HASSETT STATES "THIS
22 PROPOSAL [THAT IS, THE PROVISION OF THE ACCESS TERMINAL]
23 INCLUDES NEEDLESS ACTIVITY AND CHARGES." DO YOU AGREE?
24

25 A. Certainly not. The access terminal provides an obvious, unambiguous

1 means of providing unbundled access to BellSouth's facilities without
2 degrading network security and service reliability. Installation of the
3 access terminal costs time and material and BellSouth is entitled to
4 recover both from the cost causer, in this case, BlueStar.
5

6 Q. ON PAGES 4-5 OF HER TESTIMONY, MS. HASSETT STATES
7 "BLUESTAR HAS ALREADY INSTALLED DSLAMs IN NUMEROUS
8 BUILDINGS AND RUNS ITS OWN CROSS CONNECTS BETWEEN THE
9 DSLAM AND THE RISER CABLE WITHOUT ANY HARM TO THE
10 BELL SOUTH NETWORK." PLEASE RESPOND.
11

12 A. First of all, I am shocked that Ms. Hassett openly admits BlueStar's taking
13 of BellSouth's property without notice, without authorization, and without
14 payment of any form. If in fact this is BlueStar's policy or practice, I
15 recommend that this Commission order BlueStar to immediately cease
16 any such taking and to immediately inform BellSouth of all instances in
17 which it has appropriated BellSouth's property. BlueStar should likewise
18 inform any other service provider whose property was taken in such a
19 manner. BlueStar's unlawful actions have put at risk not only the service
20 to BellSouth's own retail customers but also the customers of CLEC's
21 lawfully using riser cable acquired from BellSouth as well as to the
22 customers of any other service provider which has provisioned its own
23 riser cable and which BlueStar likewise may have unlawfully confiscated.
24

25 Q. ON PAGE 5 OF HER TESTIMONY, MS. HASSETT STATES

1 "INSTALLING ANOTHER NID BETWEEN THE DSLAM AND THE RISER
2 CABLE WILL WASTEFULLY INCREASE THE EXPENSES OF THE
3 INSTALLATIONS AND OFFER NO MORE PROTECTION TO THE
4 PUBLICALLY SWITCHED TELEPHONE NETWORK (PSTN). THE
5 DSLAM IS ALREADY FULLY PROTECTED BY THE SAME TYPE OF
6 FUSES AND BREAKERS USED BY BELL SOUTH IN ITS OWN DSLAMs
7 AND NIDs. INSTALLING ANOTHER NID WILL NOT INCREASE THE
8 PROTECTION TO THE PSTN." PLEASE RESPOND.

9
10 A. First, BellSouth is not suggesting that a NID be placed between BlueStar's
11 DSLAM and BellSouth's riser cable. What BellSouth is proposing is that
12 an access terminal be put in place to create a clear point of
13 interconnection between BlueStar's network (that is, its DSLAMs) and
14 BellSouth's network (that is, the riser cable). Second, the type of network
15 security I have referred to in this testimony and my direct testimony in this
16 proceeding is not related to the proper fusing and electrical protection of
17 equipment such as DSLAMs. The issue at hand is the form of access that
18 provides BlueStar with the access to riser cable it desires while not
19 reducing the reliability or security of services provided through the
20 intentional or unintentional disruption of service possible as a result of
21 BlueStar's direct access to BellSouth or another service provider's riser
22 cable.

23
24 Q. ON PAGE 5 OF HER TESTIMONY, MS. HASSETT STATES
25 "REGARDLESS, THE RISER CABLE IS SEPARATED FROM THE PSTN

1 BY THE BELLSOUTH NID." IS SHE CORRECT?

2

3 A. No. Here again, Ms. Hassett misstates the manner in which the NID and
4 riser cable are used. Riser cable is part of BellSouth loop; therefore it
5 already is part of the PSTN. As a result, the riser cable is in no way
6 "separated" from the PSTN as she suggests. The NID is at the end of the
7 riser cable (or in some cases, at the end of the network terminating wire
8 connected to the end of the riser cable). The NID serves as the
9 demarcation point between the loop and the customer's inside wire rather
10 than as some separator between network elements as suggested by Ms.
11 Hassett.

12

13 Q. ON PAGE 5 OF HER TESTIMONY, MS. HASSETT STATES
14 "REQUIRING BLUESTAR TO PAY \$200 WHILE WAITING FOR
15 BELLSOUTH TO COMPLETE A CROSS CONNECT BORDERS ON THE
16 LUDICROUS." PLEASE RESPOND.

17

18 A. Once again Ms. Hassett's statements suggest a lack of understanding as
19 to what BellSouth has offered BlueStar in order for BlueStar to have
20 access to BellSouth's riser cable. The access terminal is an appropriate
21 device to be placed between a CLEC's network and BellSouth's network.
22 It takes time and material to install the access terminal and BellSouth is
23 entitled to recover those expenses. Such rate issues are discussed in the
24 testimony of BellSouth witness Mr. Alphonso Varner.

25

1 Second, BlueStar need not "wait for BellSouth to complete a cross
2 connect". BlueStar may request and BellSouth will provide riser cable
3 pairs on a pre-wired basis such that the riser cable pairs are already
4 available to BlueStar at the time it chooses to provide service to its
5 customer without having to wait for BellSouth to complete any required
6 cross connections. Thus, BellSouth's work (both for installing the access
7 terminal and for extending any riser cable pairs to the access terminal for
8 BlueStar's subsequent use) may be done well in advance of any actual
9 service provisioning to a given end user customer. While pre-wiring does
10 require BlueStar to begin paying the monthly lease fees immediately, this
11 is a business decision that is entirely at BlueStar's option. Thus, BlueStar
12 does not have to "wait for BellSouth to complete a cross connection" or for
13 any other provisioning activity as Ms. Hassett suggests.

14

15 Q. ON PAGE 5 OF HER TESTIMONY, MS. HASSETT CONDITIONS
16 BLUESTAR'S ACCEPTANCE OF BELL SOUTH'S RECURRING RATE
17 FOR RISER CABLE PAIRS ON BELL SOUTH'S PROVIDING
18 MAINTENANCE. DOES BELL SOUTH AGREE TO PROVIDE
19 MAINTENANCE FOR UNBUNDLED ACCESS TO BELL SOUTH'S RISER
20 CABLE?

21

22 A. Yes. As with other unbundled network elements, BellSouth provides any
23 needed maintenance or repair of the associated network facilities.

24

25 Q. IS BLUESTAR'S DSLAM AN APPROPRIATE POINT OF

1 INTERCONNECTION BETWEEN BLUESTAR'S NETWORK AND
2 BELLSOUTH'S NETWORK?

3

4 A. No. Points of interconnection, wherever they are located, establish where
5 one service provider's network ends (and thus its responsibilities for
6 provisioning, maintenance, and repair) and where another service
7 provider's network begins. BellSouth believes that some mutually
8 accessible device such as the access terminal is a far more appropriate
9 point of interconnection than a DSLAM.

10

11 **Issue 15: What, if any, provisions should the agreement include for**
12 **alternative dispute resolution?**

13

14 Q. ON PAGE 6 OF HER TESTIMONY, MS. HASSETT STATES "IN
15 SEVERAL CITIES, BLUESTAR HAD TO DELAY ENTERING THE
16 MARKET BECAUSE BELLSOUTH FAILED TO PROCESS ITS
17 COLLOCATION APPLICATIONS IN A TIMELY FASHION AND
18 CONCOCTED QUESTIONABLE SPACE PREPARATION AND
19 PERMITTING EXCUSES." TO WHICH OF BELLSOUTH'S CENTRAL
20 OFFICES IS SHE REFERRING?

21

22 A. I cannot know for sure since Ms. Hassett provided no details as to which
23 central offices she refers or the dates of BlueStar's requests. Because
24 BellSouth treats such information regarding which of BellSouth's central
25 offices a particular CLEC is or will be collocated to be proprietary

1 information, I will not speculate here as to which of BlueStar's collocation
2 arrangements Ms. Hassett refers.

3

4 Q. ON PAGE 7 OF HER TESTIMONY, MS. HASSETT ASSERTS THAT
5 "BELLSOUTH TOOK WELL OVER 90 DAYS TO ISSUE A QUOTE FOR
6 SPACE AND THEN GAVE INTERVALS OVER 90 DAYS FOR
7 PERMITTING AND SPACE PREPARATION WITHOUT EVER
8 CHECKING ON THE NEED FOR EITHER." PLEASE RESPOND.

9

10 A. Again, without any specific detail from Ms. Hassett, it is impossible to
11 respond directly to her unsupported allegation. However, let me explain
12 the process involved in quoting intervals. On receiving a firm request and
13 after determining that space is generally available in an office, BellSouth
14 issues a space preparation completion date which includes both the
15 permitting interval for the office and the space preparation interval. At the
16 same time that this information is made available to the CLEC, it is also
17 made available to BellSouth's consultant who reviews the application to
18 determine the need for building permits. BellSouth cannot commence
19 certain construction work that modifies mechanical, electrical, architectural
20 or safety factors within its central offices without first acquiring the
21 necessary permits. The consultant first determines whether any changes
22 are required in the central office and then whether any changes that are
23 required trigger the need for a building permit. If no permit is required, this
24 information is relayed to the CLEC in the form of an improved space
25 preparation completion date.

1

2 Q. PLEASE DISCUSS HOW UNUSUAL DELAYS IN THE PERMITTING
3 PROCESS AFFECT THE OVERALL PROVISIONING PROCESS FOR
4 COLLOCATION ARRANGEMENTS.

5

6 A. Much of the work required to provision collocation arrangements requires
7 building permits before construction can commence. Obviously, the time
8 required to receive permits (once BellSouth has requested a permit) is
9 outside BellSouth's control.

10

11 Q. HAS BELL SOUTH ENCOUNTERED DELAYS AS A RESULT OF THE
12 PERMITTING AND INSPECTION PROCESSES?

13

14 A. Yes. BellSouth has experienced provisioning delays as a result of
15 permitting and inspection intervals in certain local jurisdictions. BellSouth
16 has also encountered delays as a result of the need to resolve local
17 building code issues. For instance, in Florida municipalities where
18 BellSouth has received requests from CLECs, BellSouth has experienced
19 permitting intervals that range from 15 days to in excess of 60 days.
20 Moreover, many municipalities require BellSouth and its contractors to
21 permit inspections at each stage of construction before the next stage can
22 begin. This includes the sometimes-difficult task of scheduling the
23 inspections with a limited pool of inspectors representing the
24 municipalities.

25

1 Q. DO YOU HAVE OTHER EXAMPLES?

2

3 A. Yes. Louisiana requires that the State Fire Marshall's office review
4 building plans, a process that is in addition to the local building department
5 review. The local building departments will not release a permit until the
6 State Fire Marshall's office has approved proposed building plans. This
7 review and approval process by the State Fire Marshall's office often takes
8 two to three weeks. With regard to BlueStar's complaint and the lack of
9 detail it contains, BellSouth is unable to determine whether or not anything
10 unusual occurred in the permitting process as it may have affected
11 BlueStar's specific collocation requests.

12

13 Q. HAS BLUESTAR MADE THESE AND SIMILAR ALLEGATIONS
14 CONCERNING COLLOCATION ISSUES WITH THE FCC?

15

16 A. Yes. BlueStar made a number of allegations concerning BellSouth's
17 performance related to provision of collocation in its letter to the FCC
18 dated February 5, 2000, in CC Docket No. 98-147.

19

20 Q. HOW DO YOU RESPOND TO THOSE ALLEGATIONS MADE TO THE
21 FCC?

22

23 A. Rather than respond in detail here, I am attaching as Exhibit WKM-2
24 BellSouth's written ex parte filed with the FCC on March 16, 2000.

25

1 **Issue 9: Can xDSL loops retain repeaters at the CLEC's option?**

2

3 Q. WHAT IS YOUR UNDERSTANDING OF THE STATUS OF THIS ISSUE?

4

5 A. It is my understanding that some of the components of this issue may
6 have been resolved between the parties; however, I wish to respond to
7 certain statements made by Mr. Starkey relative to the subject of
8 "unloading" cable pairs.

9

10 Q. ON PAGE 31 OF HIS TESTIMONY, MR. STARKEY ALLEGES THAT
11 REMOVING LOAD COILS, REPEATERS AND BRIDGED TAP ON A
12 "ONSEY TWOSEYS" BASIS IS "VERY EXPENSIVE." PLEASE
13 RESPOND.

14

15 A. Mr. Starkey overlooks the fact that BellSouth's network must serve all
16 customers, not just those desiring xDSL services. Therefore, BellSouth
17 must weigh each serving situation and "unload" only those loops that it
18 reasonably believes will be utilized for xDSL services. In keeping with
19 that logic, BellSouth will typically unload ten (10) pairs at time when the
20 loops are 18,000 feet or less in length. Loops of this length do not
21 normally need the load coils to provide voice service and once they are
22 unloaded the loops can support some forms of advanced data services.
23 This approach to unloading loops is used by the BellSouth network
24 technicians regardless of whether the end user customer is a BellSouth
25 ADSL service customer or a CLEC ADSL service customer. In both

1 cases, the total cost of unloading loops is spread across the ten (10) pairs
2 unloaded. Therefore, if the CLEC only requests one pair, the CLEC will
3 only be paying one-tenth of the cost of the job that was initiated at its
4 request. As a result, BellSouth assumes the risk that the cost of the other
5 nine pairs may never be recovered.

6
7 In cases where the end user customer is more than 18,000 feet from the
8 serving wire center, a different process is used. Loops of this length do
9 require load coils to function properly for voice service and in many cases
10 even if they are unloaded, they may not function properly for advanced
11 data services. Therefore, in cases where the loop length is greater than
12 18,000 feet, BellSouth will only unload the quantity of pairs that is
13 requested by the CLEC. If removing the load coil requires the dispatch of
14 a technician for a single loop, then CLECs, such as BlueStar, should pay
15 the cost of doing so. If more than one loop is requested, the CLEC will
16 benefit from the "first" and "additional" cost structure proposed by
17 BellSouth. This process puts the common costs of the job on the first pair.
18 Therefore, the cost to unload each additional pair on the same dispatch is
19 greatly reduced.

20
21 Q. ON PAGE 31 OF HIS TESTIMONY, MR. STARKEY SUGGESTS THAT
22 BELL SOUTH "SHOULD DEPLOY AN UPGRADE STRATEGY THAT
23 ALLOWS IT TO...'UNLOAD' MULTIPLE LOOPS WHEN IT MUST
24 DISPATCH A TECHNICIAN." PLEASE RESPOND.

25

1 A. Mr. Starkey's suggestion has some merit, and as I stated earlier
2 BellSouth's policy, where the loop length is less than 18,000 feet, is to
3 unload ten (10) pairs at one time when a technician is dispatched.
4 However, Mr. Starkey's suggestion also seems to imply that BellSouth
5 should randomly "deload" loops throughout BellSouth's network. Such an
6 effort would be a needlessly expensive undertaking and would provide no
7 assurance that the loops so "deloaded" would ever be used by BlueStar or
8 any other carrier to provide DSL service. Further, it must be kept in mind
9 that the pairs were "loaded" in the first instance for a purpose that may still
10 be valid, that is, ensuring proper voice frequency characteristics.

11

12 Q. AT THE BOTTOM OF PAGE 31 OF HIS TESTIMONY, MR. STARKY
13 ALLEGES THAT MOST ILECS "UNLOAD" IN BINDER GROUPS OF 25
14 COPPER PAIRS OR MORE EACH TIME A CABLE TECHNICIAN IS
15 DISPATCHED AND IMPLIES THAT BELLSOUTH SHOULD DO SO.
16 HOW DO YOU RESPOND?

17

18 A. BellSouth believes a more flexible policy is called for. BellSouth "unloads"
19 ten (10) loops at a time for loops of 18,000 feet or less and then on a
20 single pair basis for loops greater than 18,000 feet in length. Placing load
21 coils or other devices on pairs less than 18,000 feet in length can improve
22 the technical characteristics for voice grade service dramatically.
23 Customers currently served via such loaded facilities expect to continue to
24 receive high quality voice grade service. BellSouth removes devices on a
25 ten (10) pair at a time basis to allow the existing customers to continue to

1 receive the high quality service they have come to expect. The ten (10)
2 pairs that BellSouth de-loads will then be used for the xDSL type services
3 in a given area. It would be difficult or impossible to determine precisely
4 where xDSL type service will be required and to de-load extensive cable
5 complements without degrading the service of many existing customers
6 with no reliable way to predict where the actual xDSL service will be
7 required.

8
9 BellSouth unloads pairs for xDSL type service one pair at a time for loops
10 greater than 18,000 feet in length because all pairs beyond 18,000 feet
11 require load coils for voice grade service. Any "deloaded" loops of greater
12 than 18,000 feet cannot then be used for voice grade service and thus
13 become stranded from normal use if not used for xDSL type services. In
14 order to use a pair that has been unloaded for voice grade service, it is
15 necessary to put the load coil back in the circuit, the reverse of
16 "deloading." This process is just as time consuming and expensive as
17 "deloading."

18

19 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

20

21 A. Yes.

22

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April 3, 2000

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APR 03 2000

**PUBLIC SERVICE
COMMISSION**

Martin Huelsmann
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, Kentucky 40601

RE: Case No. 99-498

Dear Mr. Huelsmann:

Enclosed for filing in the above-referenced case are the original and twelve (12) copies of BlueStar Networks Inc.'s Rebuttal Testimonies of Michael Starkey and Carty Hassett. Please indicate receipt of these filings by your office by placing a file stamp on the extra copies and returning to me via the enclosed self-addressed, stamped envelope.

Sincerely,



Henry S. Alford
Counsel for BlueStar Networks, Inc.

HSA;jms

enc.

cc: To All Parties of Record

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COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

REBUTTAL TESTIMONY

OF

CARTY HASSETT

ON BEHALF OF BLUESTAR NETWORKS, INC.

CASE 99-498

RECEIVED

APR 03 2000

PUBLIC SERVICE
COMMISSION

I. INTRODUCTION

Q. PLEASE STATE YOUR NAME, ADDRESS, AND TITLE.

A. My name is Carty Hassett. I am the Vice President of Service Delivery for BlueStar Networks, Inc. (BlueStar). My business address is the L&C Tower, 401 Church Street, 24th Floor, Nashville, Tennessee 37219. I am in charge of ordering unbundled loops from BellSouth for BlueStar to use in supplying Digital Subscriber Line (DSL) services to its customers.

Q. ON WHOSE BEHALF ARE YOU TESTIFYING?

A. I am testifying on behalf of BlueStar.

Q. HAVE YOU SUBMITTED TESTIMONY EARLIER IN THIS PROCEEDING?

A. Yes. I submitted direct testimony on March 8, 2000.

II. OVERVIEW

Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

A. The purpose of my rebuttal testimony is to respond to the direct testimony of BellSouth

1 on Issue 5 (xDSL/unbundled copper loop (UCL) loop conversions).

2 **Q. PLEASE SUMMARIZE YOUR REBUTTAL TESTIMONY.**

3 A. My rebuttal testimony focuses on the testimony of BellSouth's witness, Ronald M.
4 Pate on Issue 5. Mr. Pate believes that BellSouth should not automatically convert
5 loop orders from an xDSL-compatible loop to a UCL when no xDSL loop is available
6 because BellSouth cannot determine what is the "best available loop." BellSouth,
7 however, has recently proposed providing loop make-up information to BlueStar so
8 that BlueStar can pick what type of loop to order, if any. While BlueStar believes this
9 is a better interim alternative until BellSouth provides electronic access for xDSL/UCL
10 loop orders, as required by the FCC, BellSouth's proposal still contains unnecessary
11 steps and excessive costs. BlueStar is willing to accept BellSouth's proposed process
12 on an interim basis if these issues can be resolved.

13 **III. xDSL/UCL LOOP CONVERSIONS (Issue 5)**

14 **Q. WHAT IS BELL SOUTH'S LATEST PROPOSAL?**

15 A. BellSouth has proposed providing BlueStar with a Loop Make-Up Service Inquiry
16 Process (LMUSI) on a manual basis until electronic access to LFACs is available. The
17 LMUSI would provide a description of the loop facility for a specific telephone
18 number or the loop facility(ies) (DLC and/or copper) serving a specific address. This
19 information would allow BlueStar to make a determination of what type of loop an/or
20 loop conditioning activities, if any, to order. BellSouth's response to a request made
21 by BlueStar based on a specific address will provide the "best available" loop.

1 Q. DOES BLUESTAR FIND THIS PROPOSAL ACCEPTABLE?

2 A. Not entirely. BlueStar believes that the opportunity to make a LMUSI request on an
3 interim basis will save both BlueStar and BellSouth time and expenses because it will
4 avoid unnecessary requests, clarifications, order cancellations, etc. BlueStar, however,
5 finds two faults with this proposal. First, BellSouth has proposed charging BlueStar
6 \$233 for this service, which is equal to almost the entire non-recurring cost (\$270) of
7 an ordered loop. BlueStar believes the charge for this service should not exceed the
8 cost-based rate if this service were performed electronically. Moreover, if BlueStar
9 orders a loop after using the LMUSI, the charge for the LMUSI should be applied to
10 the ordered loop's non-recurring charge because the use of the LMUSI would
11 eliminate those steps that normally would go into the non-recurring charge. Second,
12 BellSouth's proposal still imposes needless steps when a loop that BlueStar believed
13 was less than 18,000 feet long turns out in fact to be longer than 18,000 feet. Under
14 BellSouth's proposal, in such a situation, BlueStar would need to place a new request
15 for the longer loop, effectively beginning the ordering process again. BlueStar
16 believes when it orders a UCL under 18,000, and BellSouth's CSRG determines that
17 the loop is greater than 18,000 feet, BellSouth should automatically provide BlueStar
18 with a service inquiry as its response. This approach would save both BellSouth and
19 BlueStar time and expenses. If BellSouth were to adopt cost-based charges
20 (recognizing that electronic interfaces would eliminate most of the costs and delays)
21 for the LMUSI and reply to long loop orders with a service inquiry, BlueStar believes
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Issue 5 would be resolved.

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Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?

A. Yes.

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COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

REBUTTAL TESTIMONY

OF

MICHAEL STARKEY

ON BEHALF OF BLUESTAR NETWORKS, INC.

CASE NO. 99-498

I. INTRODUCTION

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Michael Starkey. My business address is QSI Consulting, Inc. (QSI), 6401 Tracton Court, Austin, Texas 78739. I am President of QSI, which is a consulting firm specializing in the areas of telecommunications policy, econometric analysis and computer aided modeling.

Q. ON WHOSE BEHALF ARE YOU TESTIFYING?

A. I am testifying on behalf of BlueStar Networks, Inc. (BlueStar).

Q. HAVE YOU SUBMITTED TESTIMONY EARLIER IN THIS PROCEEDING?

A: Yes. I submitted direct testimony on March 8, 2000 and updated direct testimony on March 21, 2000.

II. OVERVIEW

Q: WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

A: The purpose of my rebuttal testimony is to respond to the direct testimony of BellSouth

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COMMISSION

1 on Issue 16 (terms, conditions and rates for access to riser cables).

2 **Q: PLEASE SUMMARIZE YOUR REBUTTAL TESTIMONY.**

3 A: My rebuttal testimony focuses on the positions and statements in the direct testimony
4 of BellSouth's witnesses, Keith Milner and Alphonso Varner, addressing Issue 16
5 (riser cable). BlueStar does not believe that the installation of an intermediate network
6 interface device (NID), which Mr. Milner refers to as an access terminal, between
7 BlueStar's DSLAM in a building and BellSouth's riser cable is necessary. If the
8 Commission, however, should insist on the installation of an access terminal, then all
9 carriers should share the access terminal, with each paying its pro rata share. This
10 access terminal should be pre-wired, and, for parity, BellSouth should have to run its
11 connections through it as well. BlueStar should have the option of installing its own
12 access terminal, which BellSouth would pre-wire to the riser cable. If BlueStar
13 installs the access terminal and/or cross connects, BlueStar should not pay non-
14 recurring charges for the installation. BlueStar should pay non-recurring and recurring
15 TELRIC-based charges for services BellSouth provides, such as maintenance of wires.
16 BellSouth's proposed costs for access to riser cable appear excessive and not TELRIC
17 cost-based.

18 **III. RISER CABLE ISSUES**

19 **Q. WHAT IS BELL SOUTH'S POSITION CONCERNING THE OWNERSHIP OF**
20 **RISER CABLE AND DEMARCATION POINTS?**

21
22

1 A. BellSouth appears to take the position that unless a building owner affirmatively
2 designates a demarcation point, then BellSouth can choose where the demarcation
3 point(s) is for a building. Mr. Milner testified that "BellSouth has not elected to
4 establish the practice of placing the demarcation point at the MPOE [minimum point
5 of entry]." Milner at 8. Instead, he stated that unless the building owner affirmatively
6 wants BellSouth to establish a single demarcation point to serve the entire building,
7 which would be the MPOE, BellSouth establishes multiple demarcation points in each
8 tenant's office. In this instance, BellSouth presumably claims ownership of the riser
9 cable. Mr. Milner claims that the FCC's rules support BellSouth's position.

10 **Q. DO YOU AGREE WITH BELLSOUTH'S POSITION CONCERNING THE**
11 **LAW ON DEMARCATION POINTS AND THE OWNERSHIP OF RISER**
12 **CABLE?**

13 A. No, I do not. I believe BellSouth has mischaracterized the law on this subject.
14 Contrary to BellSouth's testimony, the FCC encourages the establishment of MPOEs,
15 and the default position is to have an MPOE. The rule Mr. Milner cites, 47 C.F.R. §
16 68.3(b)(2), states that "[i]f the telephone company does not elect to establish a practice
17 of placing the demarcation point at the minimum point of entry, the multiunit premises
18 owner shall determine the location of the demarcation point or points." I read this as
19 a presumption that the MPOE is the demarcation point unless a building owner
20 chooses a different location or locations. Moreover, a number of current rulemakings
21 are considering making MPOEs mandatory.

22

1 **Q. HAVE ANY STATE COMMISSIONS IN THE BELLSOUTH REGION TAKEN**
2 **POSITIONS ON MPOEs?**

3 **A.** Yes. The Georgia Public Service Commission, in its MediaOne arbitration order,
4 reached the exact opposite position from the Florida Public Service Commission, cited
5 by Mr. Milner, concerning access to riser cable. The Georgia Commission concluded
6 that the MPOE is the appropriate demarcation point. The Tennessee Regulatory
7 Authority also appears to support that position and requires BellSouth to provide
8 documentary evidence concerning the establishment of demarcation points. In fact,
9 the position taken by the Florida Commission seems to conflict with the federal rules.

10 **Q. WHAT IS YOUR POSITION ON THE APPROPRIATE DEMARCATION**
11 **POINT?**

12 **A.** The best policy is to have the demarcation point for a multitenant building at the
13 MPOE to encourage competition. By allowing BellSouth to claim ownership to the
14 riser cable and network terminating wire in a building, BellSouth will have the
15 opportunity to restrict access to customers and undermine competition. BellSouth can
16 do this in a number of ways, including delaying access and imposing high, non-
17 TELRIC-based costs on competitors such as BlueStar.

18 **Q. WHAT IS BELLSOUTH'S CURRENT POSITION ON ACCESS TO RISER**
19 **CABLE?**

20 **A.** BellSouth in the testimony of Mr. Milner appears to take the position that it will
21 provide a NID (access terminal), which will be pre-wired to the riser cable, between
22

1 BlueStar's equipment and the riser cable, and then it will allow BlueStar to run its own
2 cross connect to the access terminal. Mr. Milner quoted the Florida Commission order
3 concerning access to garden apartments:

4 [The] CLEC installs its own terminal in proximity to the
5 BellSouth garden terminal. BellSouth installs an access
6 terminal that contains a cross-connect panel on which
7 BellSouth will extend the CLEC requested NTW [network
8 terminating wire] pairs from the garden terminal. The CLEC
9 will then extend a tie cable from their terminal and connect to
10 the pairs they have requested.

11 It does not appear from BellSouth's proposal that BellSouth would use the access
12 terminal for its own access to the riser cable.

13 BellSouth would require BlueStar to pay all the costs for the installation of the
14 access terminal. Mr. Milner stated that "[I]nstallation of the access terminal costs time
15 and material and BellSouth is entitled to recover both from the cost causer, in this case,
16 BlueStar." Milner at 19. Mr. Varner provided BellSouth's proposed charges, which
17 are approximately \$265 non-recurring (when you aggregate all the individual costs)
18 and \$0.60 recurring. Varner at 14.

19 **Q. WHAT IS BLUESTAR'S RESPONSE TO BELL SOUTH'S PROPOSAL?**

20 A. BlueStar believes an access terminal is unnecessary, but if the Commission insists
21 upon some type of access terminal or intermediate NID, then it should be shared
22 among all the CLECs (and BellSouth). That is exactly the way CLECs attach their
cross connects at BellSouth's central office. Alternatively, BlueStar should have the

1 option of installing an access terminal itself that meets BellSouth's specifications, just
2 as CLECs are permitted to install their own DS-0 and DS-3 blocks at BellSouth's
3 central offices. By installing its own access terminal, BlueStar could avoid the
4 excessive non-recurring costs requested by BellSouth and the delays in waiting for
5 BellSouth to install it.

6 **Q. IF AN ACCESS TERMINAL IS INSTALLED, WHAT CONDITIONS SHOULD**
7 **BE IMPOSED?**

8 **A.** If the Commission orders the use of an access terminal, the following conditions
9 should be imposed: (1) BellSouth must pre-wire the access terminal to prevent delay
10 in accessing the riser cable; (2) BlueStar can run its cross-connects itself to the access
11 terminal; and (3) BellSouth must run its own lines through the access terminal, to
12 ensure parity with other carriers.

13 **Q. HAS BELLSOUTH PROPOSED RATES FOR ACCESS TO RISER CABLE?**

14 **A.** Yes. Mr. Varner has proposed interim non-recurring charges of approximately \$265
15 and a recurring charge of \$0.60. Mr. Varner states these are the rates for access to
16 network terminating wire, which were approved by the Florida Public Service
17 Commission based on a BellSouth cost study.

18 **Q. WHAT IS BLUESTAR'S POSITION CONCERNING BELLSOUTH'S**
19 **PROPOSAL?**

20 **A.** First, although Mr. Varner claims that the proposed rates are based on a cost study,
21 BellSouth has failed to produce the cost study in this proceeding. BellSouth has the
22

1 burden of proving that its rates are TELRIC-based, and without a cost study, it has
2 failed to do so. Nonetheless, I have the following reactions to the proposal. First,
3 these rates appear to be excessive. It is unclear why each multitenant unit would
4 require a site visit to figure out where to install an access terminal. BellSouth knows
5 where its riser cable NID is in each building and should be able to pick a location for
6 the access terminal without a \$120 "site survey." Second, any interim rates should be
7 subject to true up once final rates are established. Third, if BlueStar provides its own
8 access terminal and performs its own cross connect, BlueStar should not have to pay
9 any non-recurring charge other than a minimal administrative charge for BellSouth to
10 keep records of which companies are accessing the riser cable in the building. Fourth,
11 if BellSouth performs the cross connect and installs the access terminal, a reasonable
12 interim cost for a cross connect is the same (approximately) \$5 that is charged for a
13 cross connect in a central office and for an access terminal is \$50. Each terminal
14 should be prorated across the number of ports that it has. Thus, if the terminal had 25
15 ports and BlueStar occupies only 5 ports, then BlueStar should pay 20% of the costs.
16 The \$0.60 interim recurring charge appears reasonable.

17 **Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?**

18 **A.** Yes.

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

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

Creighton.Mershon@BellSouth.com

Creighton E. Mershon, Sr.
General Counsel-Kentucky

502 582-8219
Fax 502 582-1573

March 31, 2000

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MAR 31 2000

**PUBLIC SERVICE
COMMISSION**

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


RE: Petition for Arbitration of BlueStar Networks, Inc. with BellSouth
Telecommunications, Inc. pursuant to the Telecommunications Act of 1996
PSC 99-498

Dear Mr. Huelsmann:

The Commission's March 22, 2000, Order requires BellSouth to file by March 31 cost studies and a matrix relative to the outstanding issue of rates (Issue 11) in this case. BellSouth is pleased to advise the Commission that this issue has been settled and therefore believes that the filing of these materials is no longer relevant to this proceeding.

Enclosed are eleven copies of the Stipulation effecting settlement of Issue 11 and eleven copies of the Amendment to the Agreement between BlueStar and BellSouth executed March 30, 2000, reflecting the resolution of Issue 11.

Sincerely,


Creighton E. Mershon, Sr.

by
 Dorothy J. Ch...

Enclosures

cc: Parties of Record

203647

STIPULATION
(Kentucky)

THIS STIPULATION between BellSouth Telecommunications, Inc. ("BellSouth") and BlueStar Networks, Inc. ("BlueStar") is entered into and effective this 30th day of March, 2000. BellSouth and BlueStar are collectively referred to herein as the "Parties."

WHEREAS, BlueStar filed a Petition for Arbitration with BellSouth pursuant to the Telecommunications Act of 1996 ("Petition") on December 7, 1999 with the Kentucky Public Service Commission (the "Commission");

WHEREAS, BlueStar filed on March 7, 2000 a Motion to Compel BellSouth to produce cost studies;

WHEREAS, the Commission ordered on March 22, 2000 that BellSouth produce cost studies by March 31, 2000;


WHEREAS, the Parties have continued to negotiate to resolve the issues contained in the Petition; and

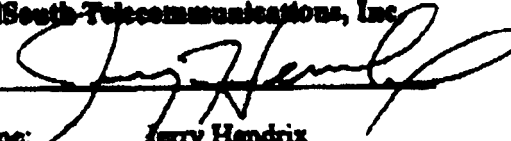
WHEREAS, the Parties have resolved Issue 11 of the Petition.

NOW, THEREFORE, the Parties hereby agree as follows:

1. The Parties have resolved Issue 11 of the Petition in Kentucky. An Amendment reflecting the resolution of Issue 11 is attached.
2. BellSouth agrees to file with the Commission by July 1, 2000 (i) a petition to commence a generic cost docket to set final rates for unbundled network elements, including, but not limited to, rates for ADSL and HDSL-compatible loops, unbundled copper loops (both for loops up to 18,000 feet and greater than 18,000 feet), and loop conditioning (i.e. removal of "disturbers," including, but not limited to, load coils, bridged tap, and repeaters), and (ii) cost studies for those rates.
3. All other issues not resolved by the Parties remain pending in this proceeding.
4. Either or both of the Parties shall submit this Stipulation to the Commission.

IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed by their respective duly authorized representatives on the date indicated below.

BlueStar Networks, Inc.
 By: 
 Name: Norton Cutler
 Title: General Counsel
 Date: 3/30/00

BellSouth Telecommunications, Inc.
 By: 
 Name: Jerry Hendrix
 Title: Senior Director
 Date: 3/30/00

**AMENDMENT TO THE
AGREEMENT BETWEEN
BLUESTAR NETWORKS, INC.
AND BELL SOUTH TELECOMMUNICATIONS, INC.
DATED DECEMBER 28, 1999
(Kentucky)**

Pursuant to this Amendment, BlueStar Networks, Inc. ("BlueStar") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to individually as a "Party" or collectively as the "Parties," hereby amend that certain Interconnection Agreement between the Parties dated December 28, 1999 (the "Interconnection Agreement") in the state of Kentucky.

WHEREAS, the Parties entered into an Interconnection Agreement on December 28, 1999; and

WHEREAS, the Parties desire to amend that Interconnection Agreement.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The ADSL/HDSL rates contained in Attachment 2, Exhibit C are hereby revised as follows:

2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop	USOC	Kentucky Rates*
Per Month	UAL2X	\$12.16
NRC - First	UAL2X	\$270.01
NRC - Add'l	UAL2X	\$234.63
NRC - Disconnect - First	SOMAN	\$74.54
NRC - Disconnect - Add'l	SOMAN	\$39.14
Order Coordination for Specified Conversion Time		\$34.29
2-Wire High Bit Rate Digital Subscriber Line (HDSL) Compatible Loop		
Per Month	UHL2X	\$8.78
NRC - First	UHL2X	\$270.01
NRC - Add'l	UHL2X	\$234.63
NRC - Disconnect - First	SOMAN	\$74.54
NRC - Disconnect - Add'l	SOMAN	\$39.14
Order Coordination for Specified Conversion Time		\$34.29

* All rates listed above are interim, subject to true-up once final cost are determined.

2. The Unbundled Copper Loop (UCL) rates and Loop Conditioning rates for Kentucky in the January 27, 2000 Amendment are hereby revised as follows:

The following rates for Kentucky are interim rates subject to true-up.

2-Wire Unbundled Copper Loop (18 kft. or less)	USOC	Kentucky Rates*
Recurring	UCLPB	\$12.16
Non-Recurring, 1 st	UCLPB	\$270.01
Non-Recurring, Add'l	UCLPB	\$234.63
Disconnect - 1 st	UCLPB	\$74.54
Disconnect - Add'l	UCLPB	\$39.14
Order Coordination	UCLMC	\$34.29
2-Wire Unbundled Copper Loop (> 18 kft.)		
Recurring	UCL2L	\$41.61
Non-Recurring, 1 st	UCL2L	\$270.01
Non-Recurring, Add'l	UCL2L	\$234.63
Disconnect - 1 st	UCL2L	\$74.54
Disconnect - Add'l	UCL2L	\$39.14
Order Coordination	UCLMC	\$34.29
Loop Conditioning**		Kentucky Rates*
Remove Equipment <18kft		
Per Pair		\$70.04
Remove Equipment > 18kft		
Per Pair		\$765.29
Add'l Per Pair		\$23.74
Remove Bridge Tap		
Per Pair		\$105.34

* All rates listed above are interim, subject to true-up once final cost are determined.

** The Loop Conditioning charges apply in addition to the UCL NRCs.

The Parties agree that the prices reflected herein shall be "true-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, including the FCC. Under the "true-up" process, the 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, Bluestar shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to Bluestar. 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 such differences shall be resolved through arbitration.

3. This Amendment shall have an effective date of March 30, 2000.

4. All other provisions of the Interconnection Agreement dated December 28, 1999 shall remain in full force and effect.

5. Either or both of the Parties shall submit this Amendment to the appropriate Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to the Interconnection Agreement be executed by their respective duly authorized representatives on the date indicated below.

BlueStar Networks, Inc.

By: Norton Cutler

Name: NORTON CUTLER

Title: V. P. Regulatory & General Counsel

Date: 3/30/00

BellSouth Telecommunications, Inc.

By: Jerry D. Hendrix


Name: Jerry D. Hendrix

Title: Sr. Director

Date: 3/30/00

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, this 31st day of March 2000.


Dorothy J. Chambers

SERVICE LIST - PSC 99-498

Honorable Norton Cutler
Vice President Regulatory & General
Counsel
BlueStar Networks, Inc.
L & C Tower, 24th Floor
401 Church Street
Nashville, TN 37219

Hon. C. Kent Hatfield
Hon. Henry S. Alford
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Honorable Henry Walker
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P.O. Box 198062
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Honorable Michael B. Bressman
Associate General Counsel
Bluestar Networks
401 Church Street, 24th Floor
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Hon. Frank F. Chuppe
Hon. Kevin J. Hable
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Louisville, KY 40202



BellSouth Telecommunications, Inc. 502 582-8219
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Creighton E. Mershon, Sr.
General Counsel - Kentucky

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

March 22, 2000

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MAR 24 2000

PUBLIC SERVICE
COMMISSION

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

Re: Petition for Arbitration of BlueStar Networks, Inc.
with BellSouth Telecommunications, Inc. pursuant to the
Telecommunications Act of 1996
PSC 99-498

Dear Mr. Huelsmann:

BellSouth will not be filing any updated testimony of its
witnesses. It's witnesses, W. Keith Milner, Ronald M. Pate, and
Alphonso J. Varner will be prepared for cross-examination on
their testimony filed on March 8, 2000.

Sincerely,


Creighton E. Mershon, Sr.

cc: Parties of Record

202127

MIDDLETON & REUTLINGER

founded in 1854

2500 BROWN & WILLIAMSON TOWER

LOUISVILLE, KENTUCKY 40202-3410

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CHARLES D. GREENWELL
BROOKS ALEXANDER
JOHN W. BILBY*
C. KENT HATFIELD
TIMOTHY P. O'MARA
D. RANDALL GIBSON
G. KENNEDY HALL, JR.
JAMES R. HIGGINS, JR.**
MARK S. FENZEL
KATHIEJANE OEHLER
CHARLES G. LAMB**
THOMAS W. FRENTZ*
WILLIAM JAY HUNTER, JR.
JAMES E. MILLIMAN
DAVID J. KELLERMAN

KIPLEY J. McNALLY
JULIE A. GREGORY
DENNIS D. MURRELL
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LAURA D. ROBERTSON
JAMES R. ROBINSON
JASON P. UNDERWOOD
JEFFREY A. HAEBERLIN**
DAVID J. CLEMENT**
THOMAS B. MCGURK**
THOMAS W. ICE, JR.†

EDWIN G. MIDDLETON (1920-1980)
CHARLES G. MIDDLETON, JR. (1916-1988)
ALBERT F. REUTLINGER (1917-1998)

OF COUNSEL
HENRY MEIGS II
J. PAUL KEITH III

INDIANA OFFICE
530 EAST COURT AVENUE
JEFFERSONVILLE, INDIANA 47130
812.282.1132

*ALSO ADMITTED INDIANA
**LICENSED TO PRACTICE BEFORE
U.S. PATENT & TRADEMARK OFFICE
†ADMITTED IN INDIANA ONLY

March 22, 2000

Martin Huelsmann
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
P.O Box 615
Frankfort, Kentucky 40601

RE: Case No. 99-498

Dear Mr. Huelsmann:

Enclosed for filing in the above-referenced case are the original and twelve (12) copies of BlueStar Networks Inc.'s Updated Testimony of Michael Starkey. Please indicate receipt of this filing by your office by placing a file stamp on the extra copy and returning to me via the enclosed self-addressed, postage-prepaid envelope.

Sincerely,



C. Kent Hatfield
Counsel for BlueStar Networks, Inc.

CKH:jms

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MAR 23 2000
PUBLIC SERVICE
COMMISSION

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

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MAR 23 2000
PUBLIC SERVICE
COMMISSION

In Re:)
Petition for Arbitration of Bluestar)
Networks, Inc. with BellSouth) Case No. 99-498
Telecommunications, Inc. Pursuant)
To the Telecommunications Act)
of 1996)

UPDATED TESTIMONY OF MICHAEL STARKEY

Replaces testimony filed March 9, 2000. This updated testimony should be placed with the Starkey Exhibits filed March 9, 2000.

Michael Bressman
Associate General Counsel
BLUESTAR NETWORKS, INC.
401 Church Street, 24th Floor
Nashville, Tennessee 37219

Henry Walker
Boult, Cummings, Connors & Berry, PLC
414 Union Street, Suite 1600
Nashville, Tennessee 37219

C. Kent Hatfield
Henry S. Alford
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2500 Brown & Williamson Tower
Louisville, Kentucky 40202

Hon. Frank F. Chuppe
Hon. Kevin J. Hable
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**COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION**

DIRECT TESTIMONY AND EXHIBITS

OF

MICHAEL STARKEY

ON BEHALF OF BLUESTAR NETWORKS, INC.

CASE NO. 99-498

I. INTRODUCTION

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS FOR THE RECORD.

A. My name is Michael Starkey. My business address is: QSI Consulting, Inc.,
6401 Tracton Court, Austin, Texas 78739.

Q. BY WHOM ARE YOU EMPLOYED?

A. I am employed by QSI Consulting, Inc. (QSI).

Q. PLEASE DESCRIBE QSI AND IDENTIFY YOUR POSITION WITH THE FIRM.

A. QSI is a consulting firm specializing in the areas of telecommunications policy, econometric analysis and computer aided modeling. I currently serve as the firm's President.

Q. PLEASE DESCRIBE YOUR EXPERIENCE WITH TELECOMMUNICATIONS POLICY ISSUES AND YOUR RELEVANT

WORK HISTORY.

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A. Prior to founding QSI, I was a founding partner and Senior Vice President of Telecommunications Services at Competitive Strategies Group, Ltd. (CSG) in Chicago, Illinois. Like QSI, CSG is a consulting firm providing consulting services to international telecommunications carriers, consumer advocates and policy makers. During my tenure at CSG, I represented a number of clients in regulatory proceedings across the country including numerous arbitrations held pursuant to Section 252 of the Federal Telecommunications Act of 1996 (TA96).

Prior to joining CSG, I was most recently employed by the Maryland Public Service Commission as Director of the Commission's Telecommunications Division. In my role as the Commission's Telecommunications Director, I was responsible for managing the Commission's Telecommunications staff. My staff and I were responsible for providing the Commission with a wide range of telecommunications policy, economic, and technical expertise.

Prior to joining the Maryland Commission Staff, I was employed by the Illinois Commerce Commission as Senior Telecommunications Policy Analyst within the Commission's Office of Policy and Planning (OPP). As a member of the Commission's OPP Staff, I was a primary witness in the Commission's "Customers First" proceedings wherein I authored revisions to Commission Code Part 790 to incorporate "Line Side Interconnection" allowing, for the first time,

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interconnection to unbundled network elements (UNEs). I also represented the Commission Staff at the Ameritech Regional Regulatory Conference (ARRC). I participated with the ARRC staff in preparing a report submitted to the FCC and the U.S. Department of Justice detailing Ameritech's proposal to participate in a trial waiver from the Modified Final Judgment for purposes of offering in-region, inter-LATA services.

Before joining the Illinois Commerce Commission Staff, I began my career as an Economist III with the Missouri Public Service Commission within the Commission's Utility Operations Division.

A more complete description of my relevant experience is included as Exhibit No. 1.

Q. DO YOU HAVE DIRECT EXPERIENCE WITH THE ISSUES IN THIS CASE?

A. Yes, I do. I have represented a number of clients and participated in many proceedings dealing with the proper application of the Federal Communications Commission's (FCC's) local competition rules and the proper implementation of TA96. Likewise, not only have I been involved in many contested cases involving the FCC's Total Element Long Run Incremental Cost (TELRIC) methodology, QSI, under my direction, also develops and builds cost models for the telecommunications industry. I have analyzed and reviewed the underlying incremental cost estimates of Ameritech, Bell Atlantic, Southwestern Bell

1 Telephone, Sprint, U.S. West, GTE, NYNEX, BellSouth, Pacific Bell and
2 Cincinnati Bell Telephone. In addition to reviewing those cost estimates, QSI
3 has on occasion been asked to "replicate" the cost models underlying those cost
4 estimates so that more reasonable inputs and assumptions can be used to arrive
5 at reasonable TELRIC-based UNE rates. As a result of this experience, I am very
6 familiar with the FCC's TELRIC rules and how they should be implemented to
7 develop a TELRIC-compliant cost model and related cost-based rates.

8 **Q. HAVE YOU PROVIDED TESTIMONY BEFORE STATE UTILITY**
9 **COMMISSIONS IN THE PAST?**

10 **A.** Yes. I have over the past eight (8) years provided testimony before the FCC and
11 state utility commissions in the following states: Alabama, Florida, Georgia,
12 Hawaii, Idaho, Illinois, Indiana, Kentucky, Louisiana, Maryland, Massachusetts,
13 Michigan, Mississippi, Missouri, New Jersey, New Mexico, New York, North
14 Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, Tennessee,
15 Wisconsin and Wyoming.

16 **II. OVERVIEW**

17 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS**
18 **PROCEEDING?**

19 **A.** My testimony addresses the following issues:

20 1. What are reasonable TELRIC-based rates for the following:

21 a. 2-wire ADSL compatible loops, both recurring and
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nonrecurring;

- b. 2-wire HDSL compatible loops, both recurring and nonrecurring;
- c. "UCL" loops, both recurring and nonrecurring;
- d.. loop conditioning for each of the loops listed above, as well as the 4-wire HDSL loop

2. What is the appropriate method and price for BlueStar to gain access to BellSouth's riser cables, allowing BlueStar to provision its digital subscriber line access multiplexer (DSLAM)?

Q. PLEASE SUMMARIZE YOUR TESTIMONY.

A. The issues in this Arbitration involve the deployment of "advanced services" in the Commonwealth of Kentucky. The FCC has defined advanced services as "high-speed, switched, broadband, wireline telecommunications capability that enables users to originate and receive high-quality voice, data, graphics or video telecommunications using any technology." (Advanced Services, *First Report and Order*, CC Docket No. 98-147, footnote 2). The terms "broadband" or "bandwidth" are generally used to describe the capacity necessary to transport the large quantities of information required to support advanced services. (Id.) In three Orders over the past two years, the FCC has aggressively sought to promote competition in the provision of advanced services as required by Section 706 of TA96.

1 The following provides a brief overview of my recommendations
2 regarding the rates that the Commission should adopt in this proceeding:

3 **1. Unbundled Copper Loop:** As an interim recurring rate, I recommend that the
4 Commission adopt the recurring rate for 2-wire ADSL loops set in the AT&T
5 Arbitration (*In re the Interconnection Agreement Negotiations between AT&T*
6 *Communications of the South Central States, Inc. and BellSouth*
7 *Telecommunications, Inc. pursuant to 47 U.S.C., Case No. 96-482, Appendix A*
8 *, July 14, 1997*). As an interim non-recurring rate, I recommend that the
9 Commission adopt the non-recurring rate of \$113.85.

10 **2. 2-wire ADSL compatible loops and 2-wire HDSL compatible loops:** As
11 interim recurring rates for these loops, I recommend that the Commission adopt
12 the recurring rates included within the AT&T arbitrated agreement mentioned
13 above. I recommend that the Commission adopt an interim, non-recurring rate
14 of \$113.85.

15 **3. Line Conditioning – Non-Recurring Rate:** I recommend that the Commission
16 adopt rates for line conditioning (i.e., load coil removal, repeater removal and
17 bridged tap removal) based on line conditioning studies recently filed by
18 BellSouth in North Carolina and Georgia, adjusted to reflect that BellSouth
19 should condition an entire binder group of pairs at a time rather than individual
20 lines.

21 In addition to recommending that the Commission in this proceeding
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1 adopt the interim rates I've described above, I also recommend that the
2 Commission open a generic cost docket to set permanent rates that will stimulate
3 advanced services competition in Kentucky.

4 **III. DIGITAL SUBSCRIBER LINE (DSL) TECHNOLOGY**

5 **Q. BEFORE YOU DESCRIBE THE ISSUES THAT REMAIN IN DISPUTE**
6 **BETWEEN BLUESTAR AND BELLSOUTH, PLEASE DESCRIBE**
7 **WHAT DSL SERVICES ARE AND HOW THEY WORK.**

8 **A.** DSL is a term used to describe a "family" of technologies that utilize existing
9 copper telephone lines to provide "high-speed" (more accurately larger
10 bandwidth) access primarily to packet switched networks. The family of DSL
11 services is often referred to as "xDSL" services wherein the "x" is generally used
12 as a placeholder for purposes of identifying more specific derivations of the DSL
13 technology (e.g., ADSL –asynchronous DSL, HDSL –high speed DSL, VDSL
14 – very high speed DSL, IDSL - ISDN DSL and RDSL – rate adaptive DSL).

15 As a general matter, xDSL technologies use a system of digital modems
16 placed on each end of a transmission medium (generally two or four copper
17 wires) to transmit digital information within the high frequency portion of a loop
18 at rates far exceeding those typically achieved by other types of copper loop
19 transmission. xDSL technologies support a number of consumer data
20 applications including wide area networking for purposes of telecommuting as
21 well as high-speed Internet access that dwarfs the speed achieved by a standard
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56Kbs modem.

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Q. HOW DO XDSL SERVICES WORK?

A. Generally speaking, the two xDSL modems use a copper loop to transmit a digital data stream between the customer's premises (where a customer terminal is placed) and a packet switched network node that generally resides in the local exchange carrier's central office. This piece of equipment is generally referred to as a Digital Subscriber Line Access Multiplexer – "DSLAM". Using complex digital compression techniques, xDSL technologies achieve bandwidth substantially greater than that available on today's typical 56 kilobits computer modem. The FCC's *Line Sharing Order* describes this phenomenon as follows:

The local loop can support transmissions on a wide range of frequencies. Analog voice service occurs on the lower "voiceband" frequency range, at least between 300 Hertz and 3,000 Hertz, and possibly up to 3,400 Hertz depending on equipment and facilities. Some forms of xDSL, such as ADSL use a higher frequency range, generally above 20,000 Hertz, that does not interfere with voice band transmission. (*Third Report and Order in CC Docket No. 98-147 Fourth Report and Order in CC Docket No. 96-98*, Released December 9, 1999).

Q. CAN XDSL SERVICE BE PROVIDED OVER ANY TYPE OF COPPER

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LOOP?

A. Yes, however, the loop has to be free of devices which interrupt or interfere with the digital signal which is transmitted over the loop. I will describe these devices below. Copper loops that meet these criteria are often referred to as “clean” copper loops.

Q. DO THE CHARACTERISTICS OF THE COPPER PAIRS USED AS A TRANSMISSION MEDIUM FOR XDSL TECHNOLOGIES IMPACT THE EFFICIENCY OF THE SYSTEM?

A. Yes, they do. However, the transmission “quality” of the underlying copper loop effects different types of xDSL technologies differently. For example, some xDSL technologies (especially the highest bandwidth capabilities of ADSL) are limited in the extent to which they can effectively utilize existing copper loops that exceed a particular length. However, HDSL technology and IDSL technologies can use repeater devices that allow theses services to use longer loops. Hence, while the length of a given copper loop may “disqualify” a particular xDSL technology, the same copper loop may support another form of xDSL technology that can provide the customer the benefits of high-speed, digital transmission.

In addition, individual characteristics beyond the simple length of the loop can impact the quality of the xDSL transmission. For example, an excessive deployment of “disturbers” resident on the loop (generally bridged tap, load coils

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or repeaters) can render a loop unusable for xDSL transmission (or, more generally, transmission not only for xDSL technology but also for ISDN and other types of digital technology).

Q. WHY DO THE PRESENCE OF LOAD COILS, BRIDGED TAP AND/OR REPEATERS DEGRADE THE QUALITY OF THE DSL TRANSMISSION?

A. Generally speaking these devices, or “disturbers”, interfere with the ability of the two DSL modems to communicate effectively. This inability to communicate effectively can rob the system of potential data transmission speed. Speed dictates how quickly files can be downloaded to the subscriber’s computer or uploaded from the subscriber through the network. Interference can also degrade the quality of transmission. Quality is affected when the ratio of legitimate “bits” of data received by the device at either end compared to erroneous “bits” is so high that the transmission is rendered unusable. I will describe how each individual “disturber” affects the xDSL transmission (and this “bit-error ratio”) in greater detail below.

Q. WHAT IS BRIDGED TAP?

A. Bridged tap is a term used to describe a circuit that “appears” at two different points in the network. Said another way, a single copper pair (i.e. a “tap”) is spliced to two downstream pairs (i.e., “bridged”) that serve two different locations. This somewhat outdated network architecture was intended to

maximize the flexibility inherent within a local carrier's distribution network.

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2 **Q. WHAT IS A "DISTRIBUTION NETWORK" AND HOW DID BRIDGED**
3 **TAP HELP TO MAXIMIZE THE EFFICIENCY ASSOCIATED WITH**
4 **SUCH A NETWORK?**

5 **A.** In today's outside plant environment, local exchange carriers generally provision
6 loop facilities in three fairly discrete segments: (1) *feeder* or F1, (2) *distribution*
7 or F2 and (3) *drop*. Copper-based *feeder* facilities are generally characterized by
8 larger cables that extend from the central office to a defined point within the
9 exchange where they are cross-connected to the *distribution* portion of the
10 network (usually via a feeder distribution interface "FDI" or a serving area cross-
11 connect "SACC"). It is the *distribution* portion of the network that then spreads
12 out across a given defined area of the exchange to extend a given loop to a
13 particular neighborhood or group of customer premises. The *drop* portion of the
14 network then extends the *distribution* cable (generally terminated at a drop
15 pedestal or an aerial equivalent within a neighborhood) to a given customer
16 premises. Diagram 1, included on Exhibit No. ____ (MS-2) provides a
17 simplified look at these three distinct loop components.

18 **Q. HOW DOES AN UNDERSTANDING OF THESE THREE MAJOR**
19 **NETWORK COMPONENTS HELP THE COMMISSION TO**
20 **UNDERSTAND THE USE OF BRIDGED TAP?**

21 **A.** To better understand the use of bridged tap, we must look closer at the
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1 distribution portion of the network. Each distinct distribution route from the FDI
2 is generally referred to as a "tap." A given tap is used to connect a number of
3 active customers to the feeder network for purposes of completing a circuit from
4 the customers' premises to the central office. Each tap may incorporate a number
5 of different splice points wherein the distribution cable is tapered to smaller
6 cables that branch out to different neighborhoods.

7 Though distribution cables generally grow smaller as we move from the
8 FDI to the customer premise (i.e., generally ranging in size from 600 copper pairs
9 to 25 copper pairs), the network is engineered to accommodate a larger number
10 of distribution cables than feeder cables. Because of the cost of reinforcing
11 distribution cable, as many as 2-3 distribution cables are originally placed for
12 every 1 feeder cable at any given feeder/distribution interface. Carriers generally
13 avoid regularly supplementing the distribution network because of the need to
14 transverse neighborhoods and the resultant costs associated with placing
15 distribution cables under sidewalks, streets, personal property, etc. For this
16 reason, distribution cables sufficient to address "ultimate demand" are generally
17 deployed at one time, thereby avoiding the need for substantial further additions.

18 This design allows outside plant engineers to supplement the network in two
19 phases: *feeder* (which supports multiple neighborhoods/communities and is far
20 cheaper to supplement than is distribution), and *distribution* (which is more
21 specific to a given neighborhood or community). This is accomplished primarily
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by two methods. First, in more recent plant design (i.e., the 1980s to the present), the cross-connect capability of the FDI (i.e. the ability to cross-connect a single feeder pair with any number of distribution pairs) was deployed and is utilized for this purpose. Second, older outside plant architectures, where an FDI cross-connect facility (or its equivalent) is not available, used bridged taps to minimize the need for a dedicated feeder/distribution combination (i.e., the inability to use a given feeder pair to support more than one distribution pair).

Q. HOW DOES BRIDGED TAP ALLOW THE FEEDER NETWORK TO SUPPORT MORE THAN A SINGLE DISTRIBUTION PATH?

A. Bridged tap is a strategy wherein a single distribution pair is actually connected to at least two downstream distribution pairs that may branch in two different directions. In other words, the tap is “bridged” such that it can provision service in either of two geographic areas (generally it is “bridged” to provision either an east or west circuit). This is accomplished generally within a cross-connect pedestal wherein a single distribution pair is simply cross-connected to two downstream pairs. Of course, a drop is attached to only one of these bridged pairs so as to provide service to an individual customer (i.e., a “connected through pair”), but, the “bridge” remains in place so that if the customer leaves, that same distribution pair could be used in another geographic area to meet future demand (without the need to send a splicer to the pedestal to “reroute” the distribution pair). In the past, before FDIs were widely deployed, this “bridged

1 tap” architecture allowed the local exchange carrier to maximize the flexibility
2 of its network without the expense that would be required to engineer direct
3 circuits (i.e. a single pair reaching from the C.O. to each customer premises).
4 Diagram 2 included as Exhibit No. _____ (MS-3) depicts a cable pair that
5 “appears” at two different locations using the “bridged” architecture as described
6 above.

7 In Diagram 2, included as Exhibit No. _____ (MS-3), Cable Pair 112 is
8 “bridged” such that it could be used to provision service to either Customer A or
9 Customer B. In this example, the pair is connected to a drop that serves
10 Customer A, however, the fact that it is “bridged” allows it to be used just as
11 easily to provide service to Customer B (though it can provide service to only
12 one of those customers at any one time).

13 **Q. WHY DOES BRIDGED TAP DEGRADE THE QUALITY OF AN XDSL**
14 **TRANSMISSION?**

15 **A.** Simply put, bridged tap increases the “electrical loop length” of the circuit in
16 question thereby diminishing the signal that is ultimately received at the
17 customer’s premises. Where a distribution tap is bridged, for example in
18 Diagram 2, an electrical signal traversing cable pair 112 will actually travel the
19 entire distance of the pair extending to both customer A and customer B thus
20 increasing the resistance and loss associated with the entire loop. This extended
21 electrical loop length resulting from the presence of bridged tap can significantly
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1 reduce the efficiency of the xDSL transmission. In addition, a DSL signal can
2 “reflect” off of the end of a bridged tap, thereby creating an electronic “echo” or
3 even an “inversion” whereby the signal reflected from the end of the bridged tap
4 can, upon colliding with the legitimate signal, “cancel” the legitimate signal such
5 that the receiving modem is unable to retrieve any useable data. In the case of
6 an “electronic echo,” extraneous digital “noise” is introduced into the system
7 resulting in lower transmission speeds. [*Interoperability and Testing – Loop*
8 *Qualification, Broadband Design and Engineering, page 2, Telecordia*
9 *Technologies, Inc., © 2000*]. Both speed and quality of transmission are thus
10 affected.

11 **Q. WHAT IS A LOAD COIL?**

12 **A.** Load coils are electrical inductance coils used for purposes of improving the
13 transmission performance of the voice band channel, thus increasing the allowed
14 loop length for acceptable voice transmission. In real terms, a load coil is indeed
15 a tightly wound coil of wire that serves to increase the electrical inductance of the
16 copper wire circuit that constitutes a telephone line. Generally speaking, a load
17 coil on a loop “amplifies” the entirety of the analog signal by boosting the entire
18 voice band channel such that it can be “heard” on loops extending farther from
19 the original point of analog transmission. Because load coils are included in the
20 network to enhance voice grade transmission on loops of longer length, telephone
21 companies generally deploy load coils only on cables (or binder groups – a group
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1 of 25, 50 or 100 cables) that serve customers residing further from the central
2 office. Pursuant to industry standard guidelines, loops are generally "loaded"
3 only if they are intended to serve customers located greater than 18,000 feet from
4 their serving central office (in compliance with the industry standard "H88
5 loading strategy") (*Macmillan Technology Series DSL Simulation Techniques
6 and Standard, Development for Digital Subscriber Line Systems*. By: *Walter Y.
7 Chen*).

8 **Q. CAN A "LOADED" LOOP EFFECTIVELY ACCOMMODATE AN XDSL
9 SIGNAL?**

10 **A.** No, it cannot. Load coil inductance alters the rate at which data is transmitted
11 through the loop creating unacceptable fluctuations in digital transmission
12 quality. Said another way, the load coil's generally required purpose of
13 "amplifying" an analog signal isn't conducive to the digital communication that
14 occurs between the two xDSL modems. In effect the load coil's inductance, by
15 electronically amplifying the digital signal, alters the digital signal in such a way
16 that it isn't recognized by the xDSL modem at the other end of the
17 communication pathway.

18 **Q. WHAT IS A REPEATER AND WHAT IS IT USED FOR?**

19 **A.** Repeaters are used in a number of different scenarios in the provisioning of
20 outside loop plant. Repeaters can be found generally in the form of Voice
21 Frequency Repeaters (VFRs) or digital repeaters. Both types of repeaters extend
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1 the range of the service in question. Voice frequency repeaters extend the range
2 (i.e., the distance allowable between the end user customer and his/her serving
3 central office) of services using the voice frequency band of the loop. Likewise,
4 digital repeaters extend the range of digital services (used mainly to this point for
5 ISDN services).

6 **Q. HOW DOES A REPEATER DEGRADE THE QUALITY OF AN XDSL**
7 **TRANSMISSION?**

8 **A.** There are multiple types of repeaters that might be found in the local exchange
9 network. Each of these repeater types can affect a DSL signal differently. For
10 example, voice grade repeaters are designed to operate under voice frequency
11 standards only. Keeping in mind that xDSL technology optimizes high
12 frequency applications using digital transmission, voice grade repeaters, like load
13 coils, can significantly distort the data stream of most DSL products resulting in
14 high bit-rate error ratios that would ultimately result in unacceptable transmission
15 levels. On the other hand, some digital repeaters may very well support the use
16 of some xDSL technologies (for example, IDSL and HDSL) by allowing those
17 technologies to work on longer loops than would otherwise be possible without
18 the repeaters. As a general rule, voice grade repeaters are not compatible with
19 xDSL service. Digital repeaters may be helpful or may simply be tolerable for
20 some DSL services. The effect of digital repeaters depends upon the particular
21 xDSL technology being deployed and the parameters of the service in general.

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Q. HOW CAN A COPPER LOOP WITH LOAD COILS, BRIDGED TAP AND REPEATERS BE MADE USABLE FOR ADVANCED SERVICES USING XDSL TECHNOLOGY?

A. Loops with these disturbers can be made usable for advanced services through a process known as conditioning. Line conditioning is a general term used to describe any activity undertaken to change the characteristics of a loop for purposes of supporting a particular service. In the past, line conditioning was generally thought of as a requirement to add equipment to a given line (generally for purposes of supporting digital special access/private line services). The equipment was added so as to manage the electrical characteristics of the circuit for purposes of enhancing the performance of the circuit. "Conditioning" a loop for xDSL service is really, in this sense, somewhat of a misnomer. In the case of DSL services, line conditioning generally requires *removing* any "disturbers" that are already included on the line for purposes of supporting analog voice grade service. The disturbers most generally at issue with respect to DSL services are the load coils, bridged tap and repeaters discussed above.

IV. DSL PUBLIC POLICY CONSIDERATIONS

Q. ARE THERE OVERRIDING PRINCIPLES THE COMMISSION SHOULD CONSIDER WHEN EVALUATING THE SPECIFIC ISSUES RELEVANT TO THIS ARBITRATION?

A. Yes, there are. First, it is important to note that the FCC has recently (December

1 9, 1999) released its *Line Sharing Order* that I mentioned earlier (*Third Report*
2 *and Order in CC Docket No. 9-147, Fourth Report and Order in CC Docket No.*
3 *96-98*). I think it is fair to say that the FCC's *Line Sharing Order*, as well as its
4 original *Advanced Services Order (First Report and Order and Further Notice*
5 *of Proposed Rulemaking, CC Docket No. 98-147, Released March 31, 1999)*, is
6 intended to guard against discriminatory behavior on the part of the incumbent
7 LECs (including BellSouth) with respect to the deployment of advanced services.
8 BellSouth provides xDSL (primarily ADSL) services to its retail customers.
9 (See, BellSouth's FastAccesssm Service at
10 <http://consumer.bellsouth.net/adsl/index.asp>). In doing so, BellSouth must
11 undertake the same activities that BlueStar will be required to undertake to
12 provide DSL-based services. These activities will include evaluating its outside
13 plant for acceptable facilities by accessing its loop plant records, ensuring loops
14 to be used for its DSL product meet specific requirements, removing load coils,
15 bridged tap and repeaters where necessary, and providing the means by which to
16 "share" a voice service access line with high-frequency DSL service. What the
17 FCC recognizes in both of its advanced services orders, and what I would
18 encourage the Kentucky Commission to keep in mind in this case, is that
19 BlueStar will in many circumstances be forced to rely upon BellSouth to perform
20 many of these functions on its behalf.

21 It goes without saying that BellSouth will have an incentive to provide
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1 DSL related facilities and services to BlueStar at higher cost, on a less timely
2 basis and at a level of quality below that it affords itself in the provision of its
3 retail DSL services (indeed, BellSouth and BlueStar will be competing for the
4 same customers and by providing less timely and lower quality service to
5 BlueStar, BellSouth can better position its own retail DSL service in the
6 marketplace). As such, BlueStar is required, within its interconnection
7 agreement, to include language specifically protecting it against BellSouth's
8 over-riding incentive to provide services at levels below that BellSouth would
9 provide to itself.

10 **Q. WHY IS THIS POINT IMPORTANT TO REMEMBER WHEN**
11 **REVIEWING THE SPECIFIC ISSUES IN THIS ARBITRATION?**

12 **A.** It is important that the Commission uphold the FCC's standard of "parity" for
13 purposes of ensuring that BellSouth cannot discriminate against BlueStar in the
14 provision of DSL-related services and facilities either in terms of (1) timeliness,
15 (2) quality, or (3) price. Every issue in this arbitration can be tied to terms and
16 conditions in an interconnection agreement aimed at protecting BlueStar against
17 BellSouth's overriding incentive to discriminate against it in one of these three
18 areas. For this reason, if there is a single standard that the Commission should
19 keep in its mind when deciding the issues in this case, I would recommend that
20 it always return to the principle of parity and nondiscrimination. If BlueStar
21 seeks a particular function, facility or price (cost) from BellSouth as a means of
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1 providing its DSL services, I would encourage the Commission to ask itself the
2 following question before deciding the issue: *Is this something BellSouth has*
3 *available to itself in the provision of its own retail DSL services?* If the answer
4 to that question is yes, then I would suggest that good public policy requires the
5 Commission to ensure BellSouth provide the same function, facility or price
6 (cost) to BlueStar. Only by ensuring that BellSouth treats BlueStar (and other
7 DSL carriers) exactly as it treats itself (i.e., parity), can the Commission be
8 assured that competition for advanced services will prosper at a rate consistent
9 with its potential as a powerful technology capable of significantly changing the
10 way people communicate and interact in an ever increasingly information-rich
11 society.

12 **V. DSL RELATED RATES AND CHARGES**

13 **Q. PLEASE IDENTIFY THE SPECIFIC UNE RATE ELEMENTS FOR**
14 **WHICH BLUESTAR IS ASKING THIS COMMISSION TO ESTABLISH**
15 **A TELRIC BASED-RATE.**

16 **A.** BlueStar is requesting that the Kentucky Commission, within this proceeding,
17 establish interim TELRIC-based rates for Unbundled Copper Loops (UCLs), 2-
18 wire ADSL and 4-wire HDSL compatible loops and line conditioning.

19 **Q. HOW DOES BLUESTAR RECOMMEND THE COMMISSION**
20 **ESTABLISH RATES FOR THE ELEMENTS LISTED ABOVE?**

21 **A.** Because BellSouth refused to file cost studies in support of its proposed rates for
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1 the listed elements, BlueStar cannot offer rates based on such studies. In such a
 2 situation, BlueStar recommends rates for many of these elements that are derived
 3 from a case before the Florida Public Service Commission as well as from studies
 4 BellSouth has provided in North Carolina and Georgia. BlueStar reserves the
 5 right to address, in its Rebuttal Testimony, BellSouth's Kentucky specific cost
 6 information, to the extent it is provided, to propose alternative rates to those
 7 included in this direct testimony. Using currently available data, BlueStar
 8 believes that the following rates are reasonable:

9 **RECURRING
 RATES**

10	I. Unbundled Copper Loop	\$11.89
11	II. ADSL 2-wire	\$11.89
	III. HDSL 2-wire	\$8.51

12 **NON-RECURRING
 RATES**

13	IV. Unbundled Copper Loop	\$113.85
14	V. ADSL 2-wire	\$113.85
	VI. HDSL 2-wire	\$113.85
15	VII. Line Conditioning	
16	- Removal of Load Coils	\$28.02
	- Removal of Bridged Tap	\$42.14
	- Removal of Repeaters	\$28.02

17
 18 **Q. PLEASE IDENTIFY THE ORIGIN OF THE RECURRING RATE FOR AN
 19 UNBUNDLED COPPER LOOP.**

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 21 **A.** The rates included in the table above for an ADSL and HDSL compatible loops are

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taken from the 1997 AT&T case. The recurring rate for a UCL should be set at the same rate as a 2-wire ADSL loop.

Q. WHAT NRC DO YOU RECOMMEND FOR THE UCL, ADSL AND HDSL LOOPS?

A. BlueStar recommends that the Kentucky Commission follow the same methodology used by the Florida Commission in its 1998 AT&T decision (Docket Nos. 960757-TP, 96-0833-TP, and 960846-TP; Order No. PSC-98-0604-FOF-TP April 29, 1998) to adjust the NRC worktimes in the BellSouth cost studies. Because BellSouth has declined to supply a cost study for this case, the best available evidence for the Kentucky Commission is the Florida analysis that would yield a rate of \$113.85. No other Commission in the BellSouth region has carefully analyzed these rates. As discussed below, BellSouth has recently supplied BlueStar with two UCL studies. Employing the analysis of the Florida Commission to those studies appears to yield similar results and validates use of the Florida rates.

Q. PLEASE EXPLAIN THE ANALYSIS OF THE FLORIDA COMMISSION ON THE NRC RATES PROPOSED BY BELLSOUTH?

A. The rate for NRCs is developed by BellSouth SME's who estimate the amount of time that its employees will spend on each activity that BellSouth believes is necessary to order and install a UNE. The Florida Commission began its critique of BellSouth's studies by deleting all manual work times associated with ordering

1 and selecting the loops that would be supplied as ADSL compatible. The
2 Commission believed even in 1998 that all these functions would be performed
3 mechanically by both the ordering carrier and the provisioning carriers' OSS
4 systems. Thus, any recovery for these expenses should be determined assuming
5 the use of an electronic OSS interface, not a manual activity that is unlikely to
6 occur in a forward looking environment and inherently more expensive. The
7 Florida Commission then adjusted the work times for engineering and installation
8 because it was their believe that BellSouth had significantly over-estimated the
9 amount of time that would be required to perform these functions (they reduced the
10 worktimes by 25%). These adjustments resulted in a total labor estimate of
11 approximately 3 hours, resulting in a non-recurring charge of \$113.85.

12 **Q. DO YOU AGREE WITH THE ANALYSIS OF THE FLORIDA**
13 **COMMISSION?**

14 **A.** While my experience in other states leads me to believe that the \$113 figure is still
15 significantly over-stated (compared to rates of approximately \$13 in the Ameritech
16 region), I agree with the general methodology because it attempts to more
17 reasonably apply the FCC's TELRIC standard to what are obviously exaggerated
18 cost estimates. A forward looking cost study would assume the use of
19 electronically bonded OSS systems instead of manual ordering activity. Likewise,
20 an accurate forward looking cost study would also use time and motion studies to
21 derive the actual time involved in performing the functions at issue. Indeed,

1 BlueStar believes that for purposes of a more comprehensive cost docket,
2 BellSouth should be required to perform a time and motion study in support of all
3 of its non-recurring charges. In the interim, however, BlueStar believes the Florida
4 Commission's methodology that adjusts BellSouth's estimates based upon known
5 inaccuracies provides the most reasonable available proxy.

6 Another factor that belies BellSouth's proposed non-recurring rates is that
7 BellSouth's proposals show enormous disparity between the voice and ADSL
8 compatible NRCs with the ADSL NRCs exhibiting significantly higher costs.
9 Based upon my review and my experience, there is no real difference in the
10 engineering and installation activities involved in provisioning these different types
11 of loops and thus, I know of no reasonable justification for the enormous disparity
12 that exists in the NRC. This simple fact further supports a sizeable downward
13 adjustment to BellSouth's proposed rate.

14 **Q. WHY SHOULD ADSL COMPATIBLE AND UCL LOOPS GENERATE**
15 **COMPARABLE NON-RECURRING COSTS?**

16 **A.** The definition of the ADSL compatible loop and the UCL as described in the
17 testimony of BellSouth witnesses indicates that the only difference in the ordering
18 and installation activities for the two types of loops is the testing performed on the
19 ADSL compatible loop. To assure that the ADSL compatible loop meets
20 BellSouth's internal CSA (Carrier Serving Area design) standards, BellSouth may
21 perform certain tests on that loop which it does not perform when determining that

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a UCL meets normal resistance standards (generally merely a “tip and ring” test). Thus, if anything, the UCL should have a lower NRC than does the ADSL compatible loop. This is not the case, however, with BellSouth’s proposed rates.

Q. IS THERE ADDITIONAL EVIDENCE WHICH SUPPORTS AN NRC NO GREATER THAN \$113.85?

A. Yes, there is. BellSouth recently (March 2, 2000) supplied a UCL cost study in the Georgia UNE TELRIC and 271 dockets. BlueStar has had an opportunity to review the support documentation for BellSouth’s Georgia NRCs. After applying the same reduction methodology to these cost studies as was applied by the Florida Commission, BlueStar arrived at a rate slightly below \$113. My review of Georgia and Kentucky cost decisions does not show any significant differences in the methodologies used by the two Commissions. Hence, this corroborating evidence in addition to the Florida Commission’s decision supports a Kentucky NRC rate no greater than \$113. In addition, it is my understanding that in Kentucky, Cincinnati Bell charges \$99 for 2-wire xDSL compatible loops and GTE charges approximately \$132 for loops.

VI. LINE CONDITIONING

Q. PLEASE DESCRIBE THE TERM ‘LINE CONDITIONING.’

A. As described earlier, line conditioning is a general term used to describe a process whereby modifications (adding equipment, removing equipment, etc.) are made to an average, voice grade POTS (Plain Old Telephone Service) loop for purposes of

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altering its characteristics in a way that will better support a given service (generally a digital service). More specifically to this proceeding, however, line conditioning is a general term used primarily to describe the process of removing known "disturbers" (load coils, repeaters, bridged tap, etc.) from a copper loop so as to ready that loop to support DSL or other digital services.

Q. PLEASE DESCRIBE IN GREATER DETAIL YOUR RECOMMENDATION REGARDING RATES FOR LOAD COIL, REPEATER AND BRIDGED TAP REMOVAL.

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A. The non-recurring rates included in the table above for load coil and bridged tap removal are obtained by altering BellSouth's studies provided in Georgia and North Carolina with a methodology adopted by the Texas Commission in its Arbitration Award in Docket Nos. 20272 and 20226. Texas Docket Nos. 20272 and 20226 were arbitrations between Southwestern Bell Telephone Company (SWBT) and Rhythms Links, Inc. and Covad Communications Company respectively. The Texas Commission, via its Arbitration Award in these two dockets, provided what is probably the nation's most thorough examination of xDSL-related conditioning issues to date. In doing so, the Texas Commission established rates for a myriad of xDSL related functions, including load coil, repeater and bridged tap removal. Within its cost support provided to the Texas Commission in the above referenced dockets, SWBT originally established line conditioning rates assuming that a single loop would be conditioned at a time. The Texas Commission rejected this notion and held that SWBT should revise its studies to assume that given the opportunity, SWBT would condition an entire binder group of pairs (a "binder group" is a complement of 25 copper pairs in a larger copper cable) so as to begin the process of migrating its network to a more digital friendly network. The rates included in the table above apply the Texas methodology (i.e. assuming conditioning for an entire binder group) to the BellSouth cost documentation provided in Georgia and North Carolina.

Q. **IS IT NECESSARY THAT THE KENTUCKY COMMISSION ESTABLISH**

1 **RATES FOR LOAD COIL, BRIDGED TAP AND REPEATER REMOVAL?**

2 A. While it is necessary to ensure that BellSouth will remove these particular
3 disturbers from its outside plant at BlueStar's request, the most economically
4 efficient rate for removing these disturbers is likely to be a rate of \$0. This results
5 from the fact that (1) costs incurred for the removal of load coils, bridged tap and
6 repeaters are short run marginal costs (i.e., "out of pocket costs"), not TELRIC
7 costs, and (2) bridged tap, load coils and to some extent repeaters are not forward
8 looking technology (i.e., they were not assumed to be included in the forward
9 looking cost studies used to establish TELRIC rates for an unbundled loop).
10 Hence, the costs associated with removing these "disturbers" are not consistent
11 with a long run incremental cost methodology (the basis upon which TELRIC is
12 founded). Answering the following question is most readily instructive in
13 understanding this issue: *What is the forward looking cost of removing a load coil*
14 *from a forward looking loop which includes no load coils?* Obviously, the answer
15 to this question is \$0. These devices would not be installed in a network built with
16 present technology, and they are currently being removed from the incumbents'
17 networks as part of modernization efforts regardless of whether removal is ordered
18 by a CLEC or not. Thus, any cost of removing these devices is part of the forward-
19 looking cost of providing access to unbundled elements of a modern
20 telecommunications network, and the cost is recovered through TELRIC-based
21 rates for those elements. In effect, TELRIC rates allow recovery of all the costs of
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1 building a new network; incumbents, however, do not build a new network because
2 it is much cheaper (and faster) to upgrade the existing network. Double recovery
3 will result if the incumbent is allowed to charge TELRIC rates which include all
4 the cost of providing a modern facility and impose non-TELRIC charges to recover
5 the cost of upgrading existing facilities.

6 **Q. WHY ARE YOU RECOMMENDING RATES ABOVE \$0 IF THE COSTS**
7 **RECOVERED THROUGH THOSE RATES ARE NOT TELRIC COSTS?**

8 **A.** It has been my experience that even though state commissions and the FCC alike
9 have embraced TELRIC, they are uncomfortable enforcing that standard when
10 activities that generate (out of pocket expenses) yet do not generate long run
11 incremental costs require a rate of \$0. Hence, I have provided the Kentucky
12 Commission with an alternative recommendation that allows BellSouth to recover
13 some amount of its "out of pocket expense" associated with line conditioning, but
14 requires BellSouth to recover those expenses over the long-run.

15 **Q. HOW DO YOUR ALTERNATIVE RATE RECOMMENDATIONS**
16 **RECOGNIZE THE LONG RUN INCREMENTAL COST STANDARD YET**
17 **ALLOW BELLSOUTH TO RECOVER SOME AMOUNT OF "OUT OF**
18 **POCKET EXPENSE?"**

19 **A.** My recommendations included in the table above result from modifications made
20 to BellSouth's cost studies using the methodology employed by the Texas
21 Commission intended to recognize that the existing (i.e., embedded) outside plant
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1 network will require some modification to allow widespread deployment of xDSL
2 technologies. Load coils, repeaters and bridged tap do indeed exist in the network
3 as it is deployed today and will need to be removed. However, these disturbers will
4 not be removed to the sole benefit of competitors, they will need to be removed to
5 allow BellSouth to provide xDSL services as well and as such, these carriers should
6 share in the costs of removing these devices. Likewise, these devices will not (or
7 at least should not) be removed on a very expensive "onsey twoseys" basis only on
8 the lines specifically identified by a competitor. BellSouth, recognizing that it
9 must update its network to support the latest technology, should deploy an upgrade
10 strategy that allows it to, among other things, "unload" multiple loops when it must
11 dispatch a technician. In this way, BellSouth can minimize the overall cost
12 associated with readying its network to provision a wider array of digital services
13 (and in doing so, consistent with the TELRIC methodology, it will incur costs
14 associated with providing the entire demand of the service in question). This
15 practice is already underway in most major incumbent LEC operations wherein
16 "unloading" or otherwise manipulating the outside plant network for purposes of
17 providing digital services is done for a specific binder group (i.e., 25 copper pairs)
18 or larger compliments of cable each time a technician is required to make a field
19 trip to condition a single loop. This process negates the need for a technician to
20 visit this neighborhood or distribution area again to unload cables when the next
21 carrier requests a digital-friendly copper pair.

1 Q. HAS BELLSOUTH EMPLOYED SUCH PRINCIPLES IN ARRIVING AT
2 ITS CONDITIONING CHARGES?

3 A. BellSouth has not provided any cost documentation in support of its proposed rates
4 for load coil, repeater or bridged tap removal in Kentucky. Hence, there are no
5 BellSouth Kentucky cost studies that BlueStar can review to evaluate the cost basis
6 of BellSouth's proposed rates. However, in recent cost studies filed in North
7 Carolina and Georgia, BellSouth used an assumption that 10 pairs would be
8 unloaded at once for loops below 18kf. In arriving at the rates for line conditioning
9 included earlier in this testimony, BlueStar adjusted BellSouth's results so as to
10 assume that BellSouth would condition 25 pairs (one binder group) whenever
11 requested to condition a loop.

12 **IX. CROSS CONNECTING TO RISER CABLE**

13 Q. WHAT IS BLUESTAR'S POSITION WITH RESPECT TO THE MANNER
14 BY WHICH IT SHOULD BE ALLOWED TO GAIN ACCESS TO
15 BELLSOUTH'S RISER CABLE?

16 A. It is my understanding that BlueStar would prefer to perform the cross-connect
17 function that must take place to connect its DSLAM equipment to BellSouth
18 owned riser cable in a given building. It is my understanding that BlueStar wishes
19 to self-perform the cross-connect function for two primary reasons: (1) self-
20 providing the cross-connect would reduce BlueStar's reliance on BellSouth to
21 perform the function, thereby reducing BlueStar's need to schedule its own

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1 customer service initiatives around timeframes established by BellSouth's
2 workforce, and (2) the rate BellSouth has quoted to perform this function is
3 excessive.

4 **Q. PLEASE DESCRIBE THE RATE BELLSOUTH HAS SUGGESTED**
5 **BLUESTAR MUST PAY IN ORDER FOR BELLSOUTH TO PERFORM**
6 **THE CROSS-CONNECT FUNCTION?**

7 **A.** It is my understanding that BellSouth has proposed to charge BlueStar a non-
8 recurring rate of approximately \$200, based on the methodology it uses in Florida,
9 to cross connect BlueStar's network with BellSouth riser cable included in a given
10 building. BlueStar believes this rate is in excess of BellSouth's cost of performing
11 the cross connection. Based upon my experience with cost studies for similar
12 activities, I would agree that the rate seems substantially out of line with
13 underlying costs.

14 **Q. DOES BLUESTAR INTEND TO PROPOSE A RATE FOR THIS TYPE OF**
15 **CROSS CONNECTION IN THIS PROCEEDING?**

16 **A.** Yes, it does. It is BlueStar's hope that BellSouth will provide the cost study
17 supporting its \$200 rate or that it will be compelled to do so. However, if by the
18 time rebuttal testimony is given during the hearing, BlueStar is still without
19 BellSouth's cost study, I intend to use another method for purposes of proposing
20 a rate.

21 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

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1 A. Yes, it does.

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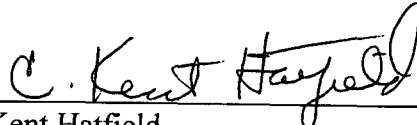
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CERTIFICATE OF SERVICE

A copy of the foregoing was served this 22nd day of March, 2000, by first-class mail, postage prepaid, upon all parties of record.



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March 13, 2000
 Regular Meeting
 McCracken County Fiscal Court
 Court Met Pursuant to Call of County Judge/Executive
 County Judge/Executive and all Commissioners Present

RECEIVED
 MAR 21 2000
 PUBLIC SERVICE
 COMMISSION

On motion of Commissioner Freeman seconded by Commissioner Grimm it is ordered that Bob Dreher be reappointed to the Hendron Water District Board said term beginning on March 31, 2000, and ending on March 31, 2004 or upon further order of the Court. It is further ordered that Bob Dreher be reappointed to the Hendron Water District Board, said term ending on March 31, 2003, or upon further order of the Court.

The motion was carried with County Judge/Executive and all Commissioners voting aye.

/s/Danny Orazine
 McCracken County Judge Executive

STATE OF KENTUCKY }
 COUNTY OF McCracken } SCT.

I, Randy Otey, Clerk of the County Court for the County and State aforesaid, do certify that the foregoing is a true and correct copy of same as appears on record in my Fiscal Court office in Order Book 96 page _____

Given under my hand this 16th day of March 2000.

RANDY OTEY, CLERK

By Pat Smith D.C.