





# **EXHIBIT CKC-1**

## **Glossary**

## GLOSSARY

ACRONYM	DEFINITION
ADSL	Asymmetrical Digital Subscriber Line
BFR	Bona-Fide Request
BOC	Bell Operating Company
CLEC	Competitive Local Exchange Company
CMRS	Commercial Mobile Radio Service
CNAM	Calling Name Database
CSA	Contract Service Arrangements
DA	Directory Assistance
DOJ	Department of Justice
EEL	Enhanced Extended Link
FCC	Federal Communications Commission
GSST	General Subscriber Services Tariff
HDSL	High-Bit-Rate Digital Subscriber Line
IDLC	Integrated Digital Loop Carrier
ILEC	Incumbent Local Exchange Company
INP	Interim Number Portability
ISP	Internet Service Provider
IXCs	Interexchange Carriers
KPSC	Kentucky Public Service Commission
LAII	Louisiana Second Report and Order
LNP	Long Term Number Portability
MDF	Main Distribution Frame

<b>ACRONYM</b>	<b>DEFINITION</b>
MFN	Most Favored Nations
MSA	Metropolitan Statistical Area
NANPA	North American Numbering Plan Administrator
NARUC	National Association of Regulatory Utility Commissions
NID	Network Interface Device
OS	Operator Services
OSS	Operations Support Systems
SGAT	Statement of Generally Available Terms and Conditions
TELRIC	Total Element Long Run Incremental Cost
UNE	Unbundled Network Element
XDSL	“X” Digital Subscriber Line



# **EXHIBIT CKC-2**

**BellSouth Proceedings Before the Kentucky  
Public Service Commission**

**BELLSOUTH PROCEEDINGS BEFORE THE KENTUCKY PUBLIC SERVICE COMMISSION**

The Kentucky Commission, on its own motion, opened Administrative Case 355 on April 21, 1995 to evaluate the feasibility of local competition. After the passage of the Telecommunications Act of 1996 in February, 1996 the focus of this case shifted to necessary conditions for the implementation of local competition and the impact of local competition on universal service and intrastate access charges. The KPSC issued its order in this case on September 26, 1996 establishing the Commission’s basic policy for many of the issues related to local competition but recognizing that negotiation arrangements were intended to take precedence over generally established standards. There were a number of petitions for reconsideration filed relating to the September 26<sup>th</sup> order, and the Commission issued a subsequent order on October 31, 1996, which dealt with the petitions for reconsideration, closed AC355 and opened Administrative Case 360 to deal specifically with universal service issues. On December 20, 1996 the Commission opened Case No. 96-608 to compile a record which would enable the Commission to assist the FCC in determining whether BellSouth should be permitted to provide in-region interLATA services in Kentucky. The following provides a brief summary of the numerous proceeding the Kentucky Commission has undertaken relating to BellSouth’s duties under the Telecommunications Act and its pursuit of entry into the in-region interLATA services market.

**I. 271 RELATED CASES**

	<b>Case No.</b>	<b>Style of Case</b>	<b>Summary</b>
A	96-608	IN THE MATTER OF: THE INVESTIGATION CONCERNING THE PROPRIETY OF PROVISION OF INTERLATA SERVICES BY BELLSOUTH TELECOMMUNICATIONS, INC., PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996	The Commission has collected an extensive record in this case consisting of testimony, data requests, formal Operations Support Systems demonstrations and two hearings conducted in August of 1997 and August of 1998. On July 8, 1999 the Commission issued an advisory opinion declaring that BellSouth had met seven of the 14 checklist points as of that time. On April 26, 2001 the Commission closed case 96-608 stating that much of that record was obsolete. The Commission opened the instant case (Case No. 2001-105) and incorporated the July 8, 1999 advisory opinion from 96-608.



	Case No.	Style of Case	Summary
B	98-348	IN THE MATTER OF: INVESTIGATION REGARDING COMPLIANCE OF THE STATEMENT OF GENERALLY AVAILABLE TERMS OF BELL SOUTH TELECOMMUNICATIONS, INC., WITH SECTION 251 AND SECTION 252(d) OF THE TELECOMMUNICATIONS ACT OF 1996	BellSouth filed its Statement of Generally Available Terms and Conditions in Case No. 96-608. The Commission determined that BellSouth's 271 application would, in their opinion, be a Track A application and that the SGAT was essentially a Track B vehicle. As a result, the Commission opened Case No. 98-348 to evaluate the terms and conditions in the SGAT. The Commission issued an order in this case on August 21, 1998 setting forth the issues which would require revision before the SGAT could be approved. BellSouth filed for reconsideration of these issues and other parties filed responses. On October 5, 1998 the Commission ruled on the reconsideration issues and continued to require modification of the SGAT for certain issues. Subsequent to the October 5 order, the Company filed another motion for reconsideration and a modified version of the SGAT consistent with the motion for reconsideration. The case remains open but there has been no activity in this case since November of 1998.
C	ADM. CASE No. 382	IN THE MATTER OF: AN INQUIRY INTO THE DEVELOPMENT OF DEAVERAGED RATES FOR UNBUNDLED NETWORK ELEMENTS	On November 2, 1999, the FCC released its order in CC Docket No. 96-45 finalizing and ordering implementation of intrastate high-cost universal service support for non-rural LECs. The FCC had stayed its UNE deaveraging requirement until six months after its high-cost order. Consequently the Kentucky Commission was required to deaverage UNE rates by May 1, 2000 and on December 10, 1999 opened this case in order to meet its required deadline. The parties to the case entered into a stipulated agreement with regard to UNE deaveraging which was approved by the Commission and implemented on May 1, 2000. On April 25, 2000 the Commission expanded the scope of this proceeding to consider UNE prices in general. UNE prices were under discussion with several CLECs, some of whom had filed for arbitration of pricing issues. These UNE pricing related issues have been deferred to the current considerations in this docket.

**II. ARBITRATION CASES IN KY**

	<b>Case No.</b>	<b>Style of Case</b>	<b>Summary</b>
A	96-431	IN THE MATTER OF: PETITION BY MCI FOR ARBITRATION OF CERTAIN TERMS AND CONDITIONS OF A PROPOSED AGREEMENT WITH BELLSOUTH TELECOMMUNICATIONS, INC., THE TELECOMMUNICATIONS ACT OF 1996	<p>This arbitration petition, filed September 3, 1996 was the first petition received by the KPSC. The Commission issued the order in the case on December 20, 1996 and the issue categorization from that order is telling with respect to the breadth of issues dealt with in this case, as follows:</p> <ul style="list-style-type: none"> <li>I Services to be offered for resale and restrictions thereon</li> <li>II Branding of resold services</li> <li>III Resale rates</li> <li>IV Routing of 0+, 0-, 411, 611 and 555-1212 calls</li> <li>V Trunking arrangements</li> <li>VI Compensation for exchange of local traffic</li> <li>VII Network Elements: Technical feasibility and pricing</li> <li>VIII Cost study methodologies</li> <li>IX Unused transmission media</li> <li>X Reconsolidation of unbundled network elements</li> <li>XI Customer information regarding poles, ducts, and conduits</li> <li>XII Electronic interfaces for ordering, reporting and processing of customer information</li> <li>XIII Interim local number portability cost recovery</li> <li>XIV Billing systems and formats</li> <li>XV Performance standards, quality assurance and quality certification</li> </ul>
B	96-482	IN THE MATTER OF: APPROVAL OF THE INTERCONNECTION AGREEMENT NEGOTIATED BY BELLSOUTH TELECOMMUNICATIONS, INC., AND AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, INC., PURSUANT TO SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996	<p>The AT&amp;T arbitration was filed on October 11, 1996 and dealt with essentially the same set of issues as those raised in the MCI arbitration. The Commission's order in this case was issued January 29, 1997 and reiterated the decisions from the MCI order. The Commission did update the resale discount in this order to its present level.</p>

	Case No.	Style of Case	Summary
C	98-608	PETITION OF INTERMEDIA COMMUNICATIONS, INC., FOR ARBITRATION WITH BELLSOUTH TELECOMMUNICATIONS, INC	BellSouth filed this arbitration request on November 19, 1998 in anticipation of the expiration of the current Intermedia agreement. On April 22, 1999 BellSouth and Intermedia agreed to extend the existing agreement to December 31, 1999.
D	97-077	APPROVAL OF THE INTERCONNECTION AGREEMENT NEGOTIATED BY BELLSOUTH TELECOMMUNICATIONS, INC., AND SPRINT COMMUNICATIONS COMPANY L.P., PURSUANT TO SECTION 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996.	Sprint filed for arbitration on February 13, 1997 but later on March 18, 1997 agreed to adopt the results of the AT&T arbitration.
E	97-292	APPROVAL OF THE RESALE AGREEMENT NEGOTIATED BY BELLSOUTH TELECOMMUNICATIONS, INC. AND ALLTEL COMMUNICATIONS, INC., PURSUANT TO SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996	This request for arbitration was filed on June 26, 1997 pursuant to a Commission requirement to file preexisting agreements. On October 24, 1997 the Commission issued an order which reversed the decision to require the filing of preexisting agreements rendering the petition moot. On August 17, 1999 Alltel petitioned to adopt the resale agreement of The Other Phone Company and this was approved by the Commission on October 20, 1999.
F	98-619	PETITION BY E.SPIRE COMMUNICATIONS, INC., AND AMERICAN COMMUNICATION SERVICES OF LEXINGTON, INC., AND AMERICAN COMMUNICATIONS SERVICES OF LOUISVILLE, INC., FOR ARBITRATION OF AN INTERCONNECTION AGREEMENT WITH BELLSOUTH TELECOMMUNICATIONS INC., PURSUANT TO SECTION 252(b) OF THE TELECOMMUNICATIONS ACT OF 1996	This petition for arbitration was filed on November 25, 1998 and initially included 63 issues. Through negotiation all the issues were resolved and on May 17, 1999 e.spire filed a motion to withdraw the arbitration. The Commission approved the withdrawal on June 8, 1999.

	Case No.	Style of Case	Summary
G	99-218	IN THE MATTER OF: A PETITION BY ICG TELECOM GROUP, INC., FOR ARBITRATION OF AN INTERCONNECTION AGREEMENT WITH BELLSOUTH TELECOMMUNICATIONS, INC., PURSUANT TO SECTION 252(b) OF THE TELECOMMUNICATIONS ACT OF 1996	This petition was filed on May 27, 1999 and included issues, such as, the payment of reciprocal compensation on ISP traffic, the requirements for the provision of Enhanced Extended Links (“EELs”), the combination of uncombined elements, whether BellSouth should pay tandem interconnection, and whether BellSouth should buildout its network based on binding forecasts. The Commission issued an order in the case on March 2, 2000 ruling that reciprocal compensation should be paid on ISP traffic at current rates subject to tracking and true up after the FCC issued a final ruling on the issue. In addition the Commission ruled that BellSouth was required to combine previously uncombined elements for a cost based fee. BellSouth was also required to provide EELs at the DS0 and DS1 levels under specific requirements. Tandem interconnection payments were required. BellSouth was also required to accept and use binding forecasts under certain conditions.
H	99-443	PETITION OF THE ELECTRIC AND WATER PLANT BOARD OF THE CITY OF FRANKFORT FOR ARBITRATION OF AN INTERCONNECTION AGREEMENT WITH BELLSOUTH TELECOMMUNICATIONS, INC., PURSUANT TO SECTION 252(b) OF THE TELECOMMUNICATIONS ACT OF 1996.	This petition was filed on November 24, 1999. BellSouth’s position was that an interconnection agreement was not required by the Act because The Frankfort Board was not a CLEC. By March 13, 2000 the Kentucky General Assembly had passed HB477 which required any municipality that provided telecommunications services to abide by all the regulations applicable to CLECs. The bill was awaiting the Governor’s signature and as a result, the Commission issued an order dated March 13, 2000, which required BellSouth to enter into an interconnection agreement with the Plant Board. The agreement was filed and approved by the PSC on April 19, 2000
I	99-498	IN THE MATTER OF: THE INTERCONNECTION AGREEMENT NEGOTIATIONS BETWEEN BLUESTAR NETWORKS, INC., AND BELLSOUTH TELECOMMUNICATIONS, INC., PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996	This petition was filed on December 9, 1999 and included 16 issues surrounding the provision of Unbundled Copper Loops and xDSL loops, Line Sharing, Alternative Dispute Resolution and Service Quality Measurements and penalties. All but 2 of the issues were resolved through negotiation and the remaining two items were resolved by the Commission in an order dated July 7, 2000. The Commission ruled that BellSouth’s Voluntary Self Effectuating Enforcement Mechanisms (“VSEEM”) should be implemented one year from the date of the order (i.e. July 7, 2001) or whenever any state in the BellSouth region was granted 271 authority, whichever came first. The Commission denied Bluestar’s request for an expedited dispute resolution process.

	Case No.	Style of Case	Summary
J	99-499	PETITION FOR ARBITRATION OF THE RESALE AGREEMENT NEGOTIATED BY BELLSOUTH TELECOMMUNICATIONS, INC., AND INTERMEDIA COMMUNICATIONS, INC., PURSUANT TO SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996	This petition was filed on December 7, 1999 and was withdrawn on January 13, 2000 as a result of Intermedia withdrawing from the Kentucky market.
K	99-502	PETITION FOR ARBITRATION OF THE INTERCONNECTION AGREEMENT BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC. AND TEL-LINK, LLC AND TEL-LINK OF FLORIDA, LLC PURSUANT TO SECTION 252(b) OF THE TELECOMMUNICATIONS ACT OF 1996.	This petition was filed on December 1, 1999 and raised issues regarding the rates charged for Operations Support Systems. Subsequent to the filing the assets of Tel-Link were acquired by another CLEC and the request was withdrawn March 22, 2000.
L	2000-034	PETITION OF e.spire COMMUNICATIONS, INC., ON BEHALF OF ITSELF AND ITS OPERATING SUBSIDIARIES, FOR ARBITRATION OF AN INTERCONNECTION AGREEMENT WITH BELLSOUTH TELECOMMUNICATIONS, INC., PURSUANT TO SECTION 252(b) OF THE TELECOMMUNICATIONS ACT OF 1996.	This petition was filed on January 21, 2000 and initially contained 63 issues. Through successful negotiation a new agreement was filed on August 22, 2000 which was approved by the Commission on October 26, 2000.
M	2000-045	PETITION FOR ARBITRATION OF AN INTERCONNECTION AGREEMENT NEGOTIATED BY BELLSOUTH TELECOMMUNICATIONS, INC., AND US LEC OF NORTH CAROLINA, INC., PURSUANT TO SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996	This petition was filed by BellSouth on January 25, 2000 in anticipation of the expiration of the US LEC of North Carolina agreement. On February 14, 2000 US LEC of North Carolina opted into the MCI agreement and this case was closed.

	Case No.	Style of Case	Summary
N	2000-089	IN THE MATTER OF: PETITION FOR ARBITRATION OF THE INTERCONNECTION AGREEMENT BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC., AND NOW COMMUNICATIONS INC., PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996	This petition was filed by BellSouth on February 25, 2000 and raised 10 issues. On August 2, 2000 the parties negotiated a new resale agreement resolving the 10 issues. This agreement was approved by the Commission on October 27, 2000.
O	2000-419	IN THE MATTER OF: THE PETITION FOR ARBITRATION OF AN INTERCONNECTION AGREEMENT BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC., AND US LEC OF TENNESSEE, INC., PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996	This petition was filed by BellSouth on August 29, 2000 in anticipation of the expiration of the US LEC of Tennessee agreement. On October 30, 2000 US LEC of Tennessee opted into the Time Warner agreement and this case was closed.
P	2000-449	IN THE MATTER OF: THE PETITION OF PILGRIM TELEPHONE, INC., FOR ARBITRATION WITH BELLSOUTH TELECOMMUNICATIONS, INC., PURSUANT TO SECTIONS 252(b) OF THE TELECOMMUNICATIONS ACT OF 1996	This petition was filed on September 20, 2000 and raised the issue of whether BellSouth was required to provide billing and collection services as an unbundled network element. Pilgrim also raised the Alternative Dispute Resolution issue. The Commission issued an order on January 12, 2001 rejecting Pilgrim's requests.
Q	2000-404	IN THE MATTER OF: THE PETITION OF LEVEL 3 COMMUNICATIONS, LLC FOR ARBITRATION WITH BELLSOUTH TELECOMMUNICATIONS, INC., PURSUANT TO SECTION 252 (b) OF THE COMMUNICATIONS ACT OF 1934, AS AMENDED BY THE TELECOMMUNICATIONS ACT OF 1996.	This petition was filed on August 4, 2000 raising a number of issues including Point of Interconnection ("POI") requirements, compensation arrangements regarding virtual NXX, and reciprocal compensation on ISP traffic. The Commission issued an order on March 14, 2001 ruling that only one POI was required and that compensation on local traffic was required on a LATA wide basis. A new POI would be required when a CLEC's level of traffic exceeded OC3. In the interim BellSouth had settled the remaining issues with Level 3 consistent with the Commission's order except that the threshold traffic level was DS3 rather than OC3. BellSouth filed a motion on April 3, 2001 to substitute the negotiated terms for the Commission's ordered terms. This motion is pending.

**III. ORDERS PENDING**

	<b>Case No.</b>	<b>Style of Case</b>	<b>Summary</b>
A	2000-465	IN THE MATTER OF: THE PETITION OF AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, INC. AND TCG OHIO FOR ARBITRATION OF CERTAIN TERMS AND CONDITIONS OF A PROPOSED AGREEMENT WITH BELLSOUTH TELECOMMUNICATIONS, INC. , PURSUANT TO 47 U.S.C. SECTION 252	<p>AT&amp;T filed this petition on October 5, 2000 raising 35 issues. Several issues were deferred to consideration in the generic cost proceeding, or a generic case considering potential performance measures. Many of the other issues were settled such that the issues remaining at the hearing were:</p> <ul style="list-style-type: none"> <li>- reciprocal compensation for ISP traffic</li> <li>- the definition of “currently combines”</li> <li>- rates terms and conditions for replacing tariffed services with UNEs</li> <li>- points of interconnection</li> <li>- application of tandem interconnection</li> <li>- reciprocal compensation arrangements for Voice over Internet Protocol (“IP Telephony”) traffic.</li> <li>- commercial arbitration</li> <li>- criminal background checks</li> <li>- customized routing</li> </ul> <p>and several issues related to the Change Control Process associated with Operations Support Systems</p> <p>The Commission conducted a hearing in this matter on February 26, 2001 and briefs were submitted April 16, 2001.</p>
B	2000-477	IN THE MATTER OF: THE PETITION OF ADELPHIA BUSINESS SOLUTIONS OF KENTUCKY FOR ARBITRATION WITH BELLSOUTH TELECOMMUNICATIONS, INC. , PURSUANT SECTION 252 (b) OF THE COMMUNICATIONS ACT OF 1996	<p>This petition was filed on October 18, 2000. The primary issues were points of interconnection, compensation regarding virtual NXX arrangements and reciprocal compensation regarding ISP traffic. Prior to the hearing, the parties reached agreement on all issues except compensation regarding virtual NXX arrangements, A hearing was conducted on January 23, 2001 and briefs were filed on February 14, 2001. The parties have reached agreement on the arbitrated issue, but have not yet filed a final interconnection agreement. The date for the Commission to make its decision has been extended to June 4, 2001.</p>

	Case No.	Style of Case	Summary
C	2000-480	IN THE MATTER OF: THE PETITION OF SPRINT COMMUNICATIONS COMPANY, L.P. FOR ARBITRATION WITH BELLSOUTH TELECOMMUNICATIONS, INC. , PURSUANT SECTION 252 (b) OF THE COMMUNICATIONS ACT OF 1996	Sprint's petition was filed on October 24, 2000 and raised 31 arbitration issues. Some of these items were related to UNE prices and were deferred to the generic cost proceeding. Other issues regarding Service Quality Measurements and Performance Penalties were deferred to a generic proceeding dealing with performance measures and standards. Several issues dealt with collocation as well as the provision of stand alone vertical features, UNE combinations and EELs, points of interface, reciprocal compensation for ISP traffic, and proper handling of Voice over IP traffic. The hearing was conducted on April 12, 2001. Briefs are due May 18, 2001 at which time the case will stand submitted.
D	2001-003	IN THE MATTER OF: THE PETITION OF IDS TELECOM, LLC, FOR ARBITRATION, PURSUANT SECTION 252 (b) OF THE COMMUNICATIONS ACT OF 1996	This petition was filed on January 5, 2001 raising 11 issues such as liability limits, marketing practices, UNE combinations, line sharing, OSS failures, billing and suspension of service. Through negotiation, these issues have been resolved.
E	2001-045	IN THE MATTER OF: THE PETITION BY SOUTHEAST TELEPHONE, INC. FOR ARBITRATION OF CERTAIN TERMS AND CONDITIONS OF A PROPOSED AGREEMENT WITH BELLSOUTH TELECOMMUNICATIONS, INC. , PURSUANT TO 47 U.S.C. SECTION 252	This petition was filed February 21, 2001 and raised five issues dealing with interim number portability, the provision of intrastate DSL service including resale, secondary service charges and transfer fees. A hearing in the matter was conducted on May 3, 2001.





# **EXHIBIT CKC-3**

## **Kentucky Checklist Cross-Reference**

## KENTUCKY CHECKLIST CROSS-REFERENCE

√ List Item	Description	Adelphia	ICG	AccessOne	e.Spire	New South	NPCR (CMRS)	SGAT
1 & 13	<i>Interconnection &amp; Reciprocal Compensation</i>	Att. 3	Att. 3	Att. 3, p.15 Att. 3, Exh A Att. 11	Att. 3 Att. 3, Sec. 6.1	Att. 3	1-D, p. 2 IV A&B p. 3	I; XIII
2	<i>Non-discriminatory Access to Network Elements</i>	Att. 2	Att. 2 Att. 2, Exh. C	Att. 2, p.3 Att. 2, Exh C Att. 11	Att. 2 Exh C	Att. 2	VII A&B, p. 6	II
	Collocation	Att. 4	Att. 4	Att. 4	Att. 4	Att. 4	V. p.3	II; XV; Att. I
	OSS	Att. 6 Sec. 2	Att. 6, Sec. 2	Att. 1, p.18 Att. 2, p.30 & 31 Att. 3, p.29 Att. 6, p.3	GT&Cs, Sec. 10	Att. 6, Sec. 2		II
	UNE Combinations	Att. 2 Sec. 5	Att. 2 Sec. 1.4	Att. 2, pp. 33 & 34	Att. 2 Sec. 17		VII. p. 6	II
	Billing	Att. 7	Att. 7	Att. 7	Att. 7	Att. 7	IV, B., p.3	I; II; XIV
	Advanced Services	Att. 2 Sec. 3		Att. 2, begin at p.7 Att. 2, Exh. C		Att. 2, p. 6		IV
	Line Sharing			Att. 2, Exh. C				II
	Line Splitting	Att. 2 Sec. 3.2						II
	2-Way Trunking	Att. 3 Sec. 2	Att. 3, Sec. 2	Att. 3, p.7	Att. 3, Sec. 2	Att. 3, Sec. 2	V. 3., p. 4	I
	Single Pt. Of Interconnection	Att. 3 Sec. 1.2	Att. 3, Sec. 1.2	Att. 3, p.3	Att. 3, Sec. 1.2	Att. 3, Sec. 1.2		IV
	Performance Measurements	Att. 9	Att. 9	Att. 9	Att. 9	Att. 9		XVI
3	<i>Non-discriminatory Access to Poles, Ducts, Conduits and</i>	Att. 8	Att. 8	Att. 8	Att. 8	Att. 8	VIII. p. 6	III

### KENTUCKY CHECKLIST CROSS-REFERENCE

√ List Item	Description	Adelphia	ICG	AccessOne	e.Spire	New South	NPCR (CMRS)	SGAT
	<i>Rights-of-Way</i>							
4	<i>Unbundled Loops</i>	Att. 2 Sec. 2	Att. 2, Sec. 2	Att. 2, p.5 Att. 2, Exh C	Att. 2 Sec. 2	Att. 2, Sec. 2		IV
5	<i>Local Transport</i>	Att. 2 Sec. 6	Att. 2, Sec. 4	Att. 2, p.35 Att. 2, Exh. C	Att. 2 Sec. 8	Att. 2, Sec. 8		V
	Common	Att. 2 Sec. 6.1	Att. 2, Sec. 4.1	Att. 2, p.36 Att. 2, Exh C	Att. 2 Sec. 8.2	Att. 2, Sec. 8.1		V
	Dedicated	Att. 2 Sec. 6.3	Att. 2, Sec. 4.2	Att. 2, p.36 Att. 2, Exh C	Att. 2 Sec. 8.1	Att. 2, Sec. 8.3		V
6	<i>Unbundled Local Switching</i>	Att. 2 Sec. 3	Att. 2, Sec. 3	Att. 2, p.20 Att. 2, Exh C	Att. 2 Sec.7	Att. 2, Sec. 7		VI
7	<i>Non-discriminatory Access to 911/E911</i>	Att. 2 Sec. 12	Att. 2, Sec. 10	Att. 2, p.69 Att. 2, Exh. C	Att. 2 Sec. 16	Att. 2, Sec. 16	IX., p. 6	VII
	<i>Directory Assistance</i>	Att. 2 Sec. 10.4	Att. 2, Sec. 8.3	Att. 2, p.60 Att. 2, Exh C	Att. 2 Sec. 10.3	Att. 2, Sec. 10.3; 10.6		VII
	<i>Operator Services</i>	Att. 2 Sec. 10.3	Att. 2, Sec. 8.2	Att. 2, p.59 Att. 2, Exh C	Att. 2 Sec. 10.2	Att. 2, Sec. 10.2; 10.4		VII
8	<i>White Pages Directory Listings</i>	GT&C Sec. 5	GT&C, Part A, Sec. 5	Att. 1, p.7 GT&C p.3	GT&C Sec. 13	GT&C, Sec. 5	X. p. 7	VIII
9	<i>Non-discriminatory Access to Telephone Numbers</i>	Att. 5 Sec. 1	Att. 5, Sec. 1	Att. 5, p.3 Att. 1, p.5	Att.1 Sec. 3.11-3.12 Att. 5, Sec.1.3 and 1.4	Att. 5, Sec. 1	XI., p. 7	IX
10	<i>Non-discriminatory Access to Databases and Signaling</i>	Att. 2	Att. 2	Att. 2, p.50 Att. 2, Exh C	Att. 2 Sec. 11 and 13	Att. 2, Sec. 11, 13	XIII, A&B, p. 8	X
	Signaling Links	Att. 2 Sec. 9	Att. 2, Sec. 7	Att. 2, p.50 Att. 2, Exh C	Att. 2 Sec. 11	Att. 2, Sec. 11	XII., B., p. 18	X
	STPs	Att. 2	Att. 2, Sec. 7.2	Att. 2, p.51	Att. 2	Att. 2,	Att. 3	X

### KENTUCKY CHECKLIST CROSS-REFERENCE

√ List Item	Description	Adelphia	ICG	AccessOne	e.Spire	New South	NPCR (CMRS)	SGAT
		Sec. 9.4		Att. 2, Exh C	Sec. 12	Sec. 12	Att. 3 Sec. 5	
	SCPs	Att. 2 Sec. 9.5	Att. 2, Sec. 7.3	Att. 2, p.54 Att. 2, Exh C	Att. 2 Sec. 13	Att. 2, Sec. 13	Att.	X
	LIDB	Att. 2 Sec. 8 Exh. A	Att. 2, Sec. 6 Exh. A	Att. 2, p.47 Att. 2, Exh. C	Att. 2 Sec. 13.4	Att. 2, Sec. 13.4		X
	Toll Free Number Database	Att. 2 Sec. 7	Att. 2, Sec. 5	Att. 2, p.45 Att. 2, Exh C	Att. 2 Sec. 13.5	Att. 2, Sec. 13.5		X
	ALI/DMS	Att. 2 Sec. 10.7	Att. 2, Sec. 5.2, 8.6	Att. 2, p.45 Att. 2, Exh. C	Att. 2 Sec. 13.6	Att. 2, Sec. 13.6		X
	AIN Access	Att. 2 Sec. 11.4.1	Att. 2, Sec. 9.2	Att. 2, p.67 Att. 2, Exh C	Att. 2 Sec. 13.9	Att. 2, Sec. 12.2.9		X
	Selective Routing (Branding)	Att. 2 Sec. 10.4.5	Att. 2, Sec. 8.3.5	Att. 2, p.27 Att. 2, Exh C	Att. 2 Sec. 10.4	Att. 2, Sec. 10.4		X
s	CNAM	Att. 2 Sec. 11 Exh. B	Att. 2 Exh. B	Att. 2, p.67 Att. 2, Exh. C	Att. 2 Sec. 13.7	Att. 2, Sec. 13.8		X
11	<i>Number Portability</i>	Att. 5	Att. 5	Att. 5	Att. 5	Att. 5	XII, p. 7	XI
12	<i>Local Dialing Parity</i>	Att. 3 Sec. 4	Att. 3, Sec. 5	Att. 3, p.15	Att. 3 Sec. 5	Att. 3, Sec. 5		XII
14	<i>Resale</i>	Att. 1	Att. 1	Att. 1	Att. 1	Att. 1		XIV



# **EXHIBIT CKC-4**

**Affidavit of Victor Wakeling**

**COMMONWEALTH OF KENTUCKY**

**BEFORE THE PUBLIC SERVICE COMMISSION**

In Matter of:

INVESTIGATION CONCERNING THE PROPRIETY )  
OF PROVISION OF INTERLATA SERVICES BY )  
BELLSOUTH TELECOMMUNICATIONS, INC. ) CASE NO. 2001-105  
PURSUANT TO THE TELECOMMUNICATIONS )  
ACT OF 1996 )

AFFIDAVIT OF VICTOR K. WAKELING, CFA, CMA  
ON BEHALF OF BELLSOUTH TELECOMMUNICATIONS, INC.

**TABLE OF CONTENTS**

<b><u>SECTION</u></b>	<b><u>TITLE</u></b>	<b><u>PARAGRAPH</u></b>
I.	PROFESSIONAL AND EDUCATIONAL BACKGROUND	1
II.	INTRODUCTION AND PURPOSE OF AFFIDAVIT	5
III.	LOCAL COMPETITION IN KENTUCKY	8
	A. CLECs' Lines in the Local Market – External Information	8
	B. BellSouth's Estimates of Local Competition	9
	C. CLECs Provide Service Broadly over BellSouth's Area	18
	D. CLEC Investment Indicates that Competition is Irreversible	20
IV.	CONCLUSION	23



## **EXHIBITS**

- VW-1                    “Interconnection Agreement List” as of May 7, 2001,  
from the Kentucky Public Service Commission
- VW-2                    “Competitive Local Exchange Carriers (CLEC)” as of May 7, 2001,  
from the Kentucky Public Service Commission
- VW-3                    “CLECs with Over 10 Lines in BellSouth Kentucky Area,  
**METHOD ONE**”
- VW-4                    “CLECs with Over 10 Lines in BellSouth Kentucky Area,  
**METHOD TWO**”
- VW-5                    “CLEC Completed Collocations – Kentucky – MARCH 2001”
- VW-6                    “Estimation of Facilities-based CLEC Lines in BellSouth Kentucky Area,  
**METHOD ONE**”
- VW-7                    “Estimation of Facilities-based CLEC Lines in BellSouth Kentucky Area,  
**METHOD TWO**”
- VW-8                    “Facilities-based Line Estimate Methodology”

**COMMONWEALTH OF KENTUCKY**  
**BEFORE THE PUBLIC SERVICE COMMISSION**

In Matter of:

INVESTIGATION CONCERNING THE PROPRIETY	)	
OF PROVISION OF INTERLATA SERVICES BY	)	
BELLSOUTH TELECOMMUNICATIONS, INC.	)	CASE NO. 2001-105
PURSUANT TO THE TELECOMMUNICATIONS	)	
ACT OF 1996	)	

AFFIDAVIT OF  
VICTOR K. WAKELING, CFA, CMA  
ON BEHALF OF BELLSOUTH TELECOMMUNICATIONS, INC.

STATE OF GEORGIA  
COUNTY OF FULTON

I, Victor K. Wakeling, being of lawful age and duly sworn upon my oath, depose and state:

**I. PROFESSIONAL AND EDUCATIONAL BACKGROUND**

1. My name is Victor K. Wakeling. I am employed by BellSouth Telecommunications, Inc. (BellSouth) as a Manager for Competitive Analysis in the BellSouth Federal Regulatory Department. My business address is 675 West Peachtree Street, Room 38L64, Atlanta, Georgia 30375.
2. I began my career with Bell of Pennsylvania in 1979 and transferred to Southern Bell in 1981 as an Assistant Manager in the Business Research group in Atlanta. In that position, my duties primarily concerned econometric analysis of customer demand and pricing. In 1988, I transferred to the Southern Bell Telephone Comptrollers group as Manager-Budget Analyst.

3. My present assignment, Manager–BellSouth Federal Regulatory Group, began in 1992 as Docket Manager for Interstate Price Cap Regulation. In that position, I focus primarily on economic issues under Price Cap regulation. In March 2000, I assumed the additional responsibility of monitoring and analyzing local competition within the BellSouth region for regulatory purposes.
4. In June of 1973, I received two Bachelor of Arts Degrees with Distinction, in Economics and Political Science, from the Pennsylvania State University, University Park, Pennsylvania. I completed an MBA with emphasis in Finance in 1989 at Georgia State University, Atlanta, Georgia. In 1991, the Association for Investment Management and Research awarded me a Chartered Financial Analyst (CFA) certification. In 1992, the Institute of Management Accountants awarded me the Certified Management Accountant (CMA) designation. Since 1994, I have taught more than twenty undergraduate or graduate courses in economics or finance as an adjunct or visiting professor at Kennesaw State University and the University of the West Indies. I have also presented several professional education seminars for the Atlanta Society of Financial Analysts.

## **II. INTRODUCTION AND PURPOSE OF AFFIDAVIT**

5. The purpose of this affidavit is to describe the current status of local exchange service competition within BellSouth’s wireline local service area in Kentucky, with particular emphasis on facilities-based providers. The information that I present provides empirical proof that BellSouth has satisfied Track A of Section 271 of the Telecommunications Act of 1996 (the “Act”).<sup>1</sup> The data demonstrate that competition

---

<sup>1</sup> The Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996), Section 271 (c) (1) (A).

in Kentucky's local exchange market is economically viable, irreversible, and serving the public interest.

6. The affidavit exhibits provided with the public version of this filing contain public information relating to local competition. Exhibit VW-1, lists interconnection, collocation or resale agreements between CLECs and ILECs in Kentucky, as present on the Kentucky Public Service Commission ("KYPSC") web site as of May 7, 2001.<sup>2</sup> Exhibit VW-2 is a roster of Competitive Local Exchange Carriers also from the KYPSC web site.<sup>3</sup> This KYPSC roster identifies over 140 CLECs as "Active". Five other exhibits, VW-3 through VW-7, contain confidential and sensitive competitive proprietary information regarding individual CLECs in Kentucky. In the public filing, these exhibits are filed with the confidential information redacted. In addition, the complete exhibits containing confidential information are being filed under seal.
7. As discussed in more detail below, the local market in BellSouth's service area in Kentucky is irreversibly open to competition. Numerous carriers are currently providing facilities-based service to business and residential customers in Kentucky, thereby proving that BellSouth satisfies the "Track A" requirements of Section 271 of the Act. Moreover, local competition in Kentucky is firmly rooted, as the evidence below shows:
  - a. In March, 2001, CLECs in BellSouth's service area served over 95,000 lines, which is approximately 7.3 % of the total local lines. *See* Exhibit VW-3 and Table 1.
  - b. BellSouth's conservative estimate of 7.3% is moderately below the national average 9.3% CLEC line share at the end of 2000 that the CLECs' Association for Local Telecommunications Services ("ALTS") projects in its most recent annual report.<sup>4</sup>

---

<sup>2</sup> <[http://www.psc.state.ky.us/agencies/psc/reports/intercon\\_1.html](http://www.psc.state.ky.us/agencies/psc/reports/intercon_1.html)>

<sup>3</sup> <[http://www.psc.state.ky.us/agencies/psc/reports/clecadd\\_1.html](http://www.psc.state.ky.us/agencies/psc/reports/clecadd_1.html)>

<sup>4</sup> *ALTS' Annual Report on the State of the Local Telecom Industry, 2001* released March, 2001, available at <<http://www.alts.org>> at page 11. ALTS reported: "As of the 3Q00, CLECs held 8.2% of the local

- c. Total facilities-based CLEC lines, based on the E911 Listings that CLECs themselves enter in the emergency notification database, have grown over 50% over the last seven months, August 2000 to March 2001.
- d. In March 2000, ALTS reported that Kentucky was in its grouping of 21 – 30 facilities-based CLECs operating, which was its grouping for the “average state”.<sup>5</sup> In this Affidavit, BellSouth identifies 31 facilities-based CLECs operating in March 2001 in its Kentucky service area. See Exhibit VW-3.
- e. As of May 2001, BellSouth had negotiated over 500 approved Interconnection, Collocation and/or Resale agreements with competitors in Kentucky. See Exhibit VW-1.
- f. BellSouth has completed 200 collocation requests for CLECs, in 30 of BellSouth’s Kentucky wire centers. From just these 30 wire centers, CLECs’ collocation arrangements enable facilities-based CLECs to address approximately 62% of BellSouth’s total access lines. See Exhibit VW-5.
- g. CLECs have committed millions of dollars to deploy state-of-the-art facilities in the more dense BellSouth service areas, including switching capacity, intra-city fiber rings, and inter-city fiber routes.<sup>6</sup>

---

telecommunications market in terms of access lines. If the 2000 trend continues, CLECs can reasonably be expected to hold 9.3% of total access lines as of the 4Q00.”

<sup>5</sup> Annual Report of the Association for Local Telecommunications Services (ALTS), *The State of Competition in the U.S. Local Telecommunications Marketplace*, Graphic B (Feb. 2000) (available at [www.alts.org](http://www.alts.org)). ALTS reported each state’s facilities-based CLECs operating by groups of “1-10”, “11-20”, “21-30”, “31-40” and “41 or more”.

<sup>6</sup> The ALTS 2001 annual report at page 20 indicates that CLECs have invested \$56 billion in infrastructure nationally since 1997.

### **III. LOCAL COMPETITION IN KENTUCKY**

#### **A. CLECs' Lines in the Local Market – External Information**

8. Local competition is making substantial progress in Kentucky.<sup>7</sup> As of March 2001 BellSouth's Exhibit VW-3 indicates some 70 CLECs are serving over 95,000 lines in BellSouth's service area in Kentucky. Over 60,000 of these lines, or nearly 64%, are served using CLEC-owned facilities with various proportions of CLEC-provided end user connections and/or BellSouth's UNE loops or UNE platforms ("UNE-P"), i.e., loop and port combinations. Additionally, with much of their fiber backbone and end-user service facilities in place, local service competitors can now focus on their large addressable market.

- "Going forward, much more of the spending will be discretionary and tied to revenue and demand visibility, which manifests itself in lighting a network or adding capacity as opposed to just building a foundation of a network."<sup>8</sup>
- "In making a 'depth' vs. 'breadth' decision, management will now focus on penetrating existing markets deeper to save capital and leverage existing infrastructure investment."<sup>9</sup>
- "Approximately 80%, or \$59 billion worth, of the SME (small/medium enterprise) market totaling \$69 billion of revenue in 2000 is addressable by existing competitive business models."<sup>10</sup> (Text in parentheses added)

---

<sup>7</sup> The majority of facilities-based CLECs are first targeting businesses in the larger US markets. The *Statistical Abstract of the United States: 2000*, at Table No. 39 indicates that in Kentucky, only 2 cities exceed 100,000 in population. The number of cities with population exceeding 100,000 averages 4.5 over the other 8 states in the BellSouth area.

<sup>8</sup> *Grubman's State of the Union*, Solomon Smith Barney Telecommunications Services, March 21, 2001 at 10.

<sup>9</sup> *XOXO: 1Q Rpt'd; Scaled back Plan Ann'd*, released 7:10am EDT April 27, 2001, Credit Suisse First Boston (Mark Kastan) at 2. XOXO is the symbol for XO Communications, formerly NextLink Communications.

<sup>10</sup> *Competitive Telecom Services: Sizing up the CLECs*, David Barden et. al., J.P. Morgan Securities Equity Research, March 30, 2001 at 2.

## **B. BellSouth's Estimates of Local Competition**

9. BellSouth will present two methods of estimating the local lines that CLECs serve in its area. These methods generate two conservative estimates of the number of lines CLECs serve on a facilities basis.<sup>11</sup>
10. In Method One, BellSouth identifies, from various reliable sources,<sup>12</sup> the number of CLEC E911 Listings, Unbundled Network Elements (“UNE”) including UNE loops and UNE platforms (“UNE-Ps”), and interconnection trunks (“IC Trunks”), whenever data were available. These data are organized into three categories. The three categories considered to estimate each CLEC’s total facilities-based lines are first, the E911 Listings category -- the sum of residence and business E911 listings; second, the UNE category -- the total of UNE loops and UNE-Ps (loop/port combinations); and third, the interconnection trunk category -- the total number of interconnection trunks. *See* Exhibit VW-6. These categories contain data that provide a reasonable basis to estimate facilities-based CLEC lines.
11. Data do not exist for every category for every CLEC because CLECs are competing with a variety of approaches. CLECs pursue different mixes of target markets, e.g., large business, small/medium business, and also the residential/small business segment. Diversity in target markets translates to different network approaches, e.g., traditional switched service or data-centric, either alone or in various combinations. The convergence of communications services finds a mix of next-generation packet networks such as Asynchronous Transfer Mode or Internet Protocol being overlaid or interfacing

---

<sup>11</sup> The actual count of resold local access lines does not need to be estimated because it is available directly from BellSouth’s billing systems.

<sup>12</sup> See “Facilities-based Line Estimate Methodology”, Exhibit VW-8, fn. 1.

with the traditional circuit switched network. Because of these differing facilities-based approaches, data exist in only one category for the majority of the CLECs competing in BellSouth's area in Kentucky. For example, twelve CLECs have data only for UNE-Ps. *See* Exhibit VW-6. In such cases, the data from that single category is used for the estimate of lines.

12. BellSouth's estimation approach is conservative in at least two major ways. First, BellSouth does not increase its estimate of total lines by adding across data categories although it would be reasonable to do so in certain cases. Second, when IC trunks are the basis for the estimate of total facilities-based lines, BellSouth applies a very conservative 1-line-to-1-trunk ratio. BellSouth's estimates are also conservative with regards to the residential facilities-based share of total CLEC lines. For example, some CLECs focus on providing high-speed Internet access over DSL using UNE loops. BellSouth's systems do not identify residence or business UNE loops separately. Although it is widely recognized that consumers too are ordering high speed internet connections, absent clear indications from the data of the number of residential lines, all of the UNE loops are treated as business class.<sup>13</sup>
13. Within this conservative approach, BellSouth first selects the highest total from among the three categories as its estimate of total facilities-based lines for each CLEC. In many cases, no further analysis is necessary to create that estimate because the category itself breaks down the CLEC line total by business and residential lines, e.g., E911 Listings and UNE-Ps. *See* Exhibits VW-6 or VW-7. When the category selected shows only total lines, i.e., unbundled local loops or local interconnection trunks, BellSouth



determines the number of business lines by subtracting from the total the number of residential lines in service, when available. If no evidence of residential lines for a CLEC is present, all the lines are treated as business. This approach acknowledges the fact that CLECs, in general, target the business market first. Exhibit VW-8 contains additional information on the indicators of facilities-based lines.

14. Data from BellSouth’s information systems indicate that, as of March 2001, 70 CLECs were each serving 10 or more local lines in BellSouth’s service area in Kentucky. See Exhibit VW-3. Overall, BellSouth conservatively estimates that these 70 competing carriers provide local service to some 95,301 lines, or approximately 7.3 % of the total lines in BellSouth’s area as shown immediately below.

**TABLE 1 METHOD 1: CLEC Lines in BellSouth’s area of Kentucky**

<b>CLEC PROVIDERS</b>	<b>Number Of CLECs</b>	<b>RESIDENCE Lines</b>	<b>BUSINESS Lines</b>	<b>TOTAL Lines</b>
<b>FACILITIES-BASED</b>	31	5,939 Resale 3,501 Facilities-Based	11,120 Resale 57,067 Facilities-Based	<b>17,059 Resale</b> <b>60,568 Facilities-Based</b>
<b>RESALE – ONLY</b>	39	16,456	1,218	<b>17,674 Resale</b>
<b>CLEC TOTAL</b>	<b>70</b>	<b>25,896</b>	<b>69,405</b>	<b>95,301</b>
<b>TOTAL LINES</b>		931,781	382,600	1,314,381 <sup>14</sup>
<b>% of Lines</b>		2.8 %	18.1 %	<b>7.3 %</b>

<sup>13</sup> ALTS 2001: “With residences continuing to migrate from dial-up Internet access to broadband, analysts predict an explosion in residential broadband revenues. From only \$1 billion in 1999, residential broadband revenues will exceed \$13 billion in 2004.” at 34.

Table 1 includes aggregate line totals for 31 carriers that are competing on a facilities-basis. Approximately 64 % of the total of 95,301 lines are served by CLECs using their own facilities, either exclusively or in combination with BellSouth UNEs and/or UNE-Ps. Many facilities-based lines – 3,501 – already serve residential customers. Also, as of March 2001, 39 resale-only CLECs (each serving at least 10 lines) were providing a total of 17,674 access lines in BellSouth’s Kentucky service area. Table 1 also shows that 16,456 of these were residential lines and 1,218 were business lines. Exhibit VW–3, page 2 of 3, lists the 39 resale-only CLECs that each serves at least ten lines in BellSouth’s area in Kentucky and their number of lines by residence or business class of service.

15. BellSouth’s Method Two is the same as one approach presented in the joint Kansas and Oklahoma 271 filings.<sup>15</sup> This estimate is based on just two categories – facilities-based CLECs’ E911 Listings and UNE-Ps. *See* Exhibit VW-7. Facilities-based carriers themselves are responsible for making entries in the E911 database. Because facilities-based carriers make these entries themselves and because these entries are critical to the purposes served by the maintenance of the database, BellSouth has every reason to believe that an E911 listing represents a facilities-based line. However, the E911 database does not capture all lines served by competing carriers on a facilities-basis. For example, when a facilities-based CLEC provides service over the UNE-P, BellSouth provides switching and maintains the E911 listing just as BellSouth does for resold lines. Therefore, the number of CLEC UNE-Ps needs to be added to the CLEC E911 Listings

---

<sup>14</sup> CLEC line share % based on: CLECs’ lines divided by total lines, i.e., (CLECs’ lines plus BellSouth lines)

<sup>15</sup> Joint Affidavit of J. Gary Smith and Mark Johnson, Application of SBC Communications, Inc. for Provision of In-Region, InterLATA Services in Kansas and Oklahoma, Tables 2 and 3 at pp. 6-7.

for a more complete estimate of total lines. In addition, E911 listings understate the number of lines used by many businesses, such as when a business uses a PBX and lists only a single number in the database or for in-dial only service. An estimate of facilities-based lines for 21 CLECs under this even more conservative Method Two appears in Table 2 below.

16. Table 2 relies upon E911 Listings and/or UNE-P data extant for 21 facilities-based CLECs (as compared to the 31 CLECs included in Table 1 when data on UNE loops or interconnection trunks are also considered). Using these data, BellSouth estimates conservatively that CLECs are serving 38,949 facilities-based lines. *See* Exhibits VW-4, VW-7. These 21 facilities-based CLECs also serve 13,042 resold lines. When the 17,674 lines from the 39 resale-only CLECs are included, the overall total of CLEC lines becomes 69,665, which translates to 5.4 % of the local access lines in BellSouth's area.<sup>16</sup>

---

<sup>16</sup> The range of estimated CLEC lines for Kentucky, 5.4% to 7.3%, is comparable to the range for Oklahoma of 5.5% to 6.3% using the two most comparable estimation methods. *See* Table 3 at page 7, *Joint Affidavit of J. Gary Smith and Mark Johnson*.

**TABLE 2 Method Two: using E911 Listings and UNE-Ps for facilities-based lines**

<b>CLEC PROVIDERS</b>	<b>Number of CLECs</b>	<b>RESIDENCE Lines</b>	<b>BUSINESS Lines</b>	<b>Total Lines</b>
<b>FACILITIES-BASED E911 Listings + UNE-P</b>	21	3,696 Resale 3,501 Facilities-based	9,346 Resale 35,448 Facilities-based	<b>13,042 Resale</b> <b>38,949 Facilities-based</b>
<b>RESALE – ONLY</b>	39	16,456	1,218	<b>17,674 Resale</b>
<b>CLEC TOTAL</b>	<b>60</b>	<b>23,653</b>	<b>46,012</b>	<b>69,665</b>
<b>TOTAL LINES</b>		929,538	359,207	1,288,745
<b>% of Lines</b>		2.5 %	12.8 %	<b>5.4 %</b>

17. Among the many facilities-based CLECs in Kentucky are Adelphia Business Solutions, e.spire Communications, Global NAPS, ICG Communications, NewSouth Communications, Teleport Communications (TCG), and The Other Phone Company (AccessOne). Each of these carriers has an approved interconnection agreement with BellSouth, and each provides facilities-based service to either (or both) business and residential customers. *See* Exhibit VW-3. Indeed, these carriers alone serve over 32,000 business lines and over 3,400 residential lines on a facilities basis. Although for purposes of Track A, BellSouth relies upon all of the carriers identified in this affidavit and its attachments and exhibits, these carriers alone establish that BellSouth is providing “access and interconnection” to “unaffiliated competing providers” of facilities-based “telephone exchange service . . . to residential and business subscribers.” Therefore, BellSouth meets the requirements of Track A. *See* 47 U.S.C. § 271(c)(1)(A).

**C. CLECs Provide Service Broadly over BellSouth’s Area**

18. CLEC collocations are a powerful indicator of the extent of local competition in a given area. Where a CLEC is collocated, it has at least “the potential to serve many more customers through the leasing of UNEs.”<sup>17</sup> CLECs themselves recognize the value of collocation as well; for example:
- a. “The combined company will have 14 Lucent AnyMedia™ 5ESS-2000 and Siemens EWSD Class V switches and will accelerate the deployment of Lucent packet-based Softswitches across the South. ...These two networks will be joined together to offer expanded and improved service to the combined customer base. In the next year, the combined company will serve 106 markets via 208 central office collocations.”<sup>18</sup>
  - b. “Pathnet completed 300 additional route miles of network and 20 additional collocations during the quarter, bringing its total network to 7,700 route miles and 106 collocations in 73 cities. The company continues to target 150 collocations in 80 cities by the end of the year.”<sup>19</sup>
  - c. “DSL.net officials said that their firm was in position to ramp up marketing activities with collocations at as many as 600 COs nationwide by the end of the year.”<sup>20</sup>
19. As of March 2001 in Kentucky, BellSouth had completed collocation arrangements for over 20 CLECs and had completed at least one collocation in 30 of BellSouth’s wire centers. BellSouth has completed a total of 200 collocations in these wire centers. *See* Exhibit VW-5. Not surprisingly, CLECs are collocated heavily in the BellSouth wire centers with the highest densities. As shown in Table 3 below, over half of the completed CLEC collocations are in just 9 BellSouth wire centers. These top 9 wire centers each have more than 10 collocations completed. These wire centers alone serve

---

<sup>17</sup> *Development of Competition in Local Telephone Markets*, Report to the Subcommittee on Antitrust, Business Rights and Competition, Committee on the Judiciary, U.S. Senate, January 2000, GAO/RCED-00-38 at 19.

<sup>18</sup> UniversalCom Announces Merger with NewSouth Communications, April 13, 2000 release retrieved April 20, 2001 from <[http://www.newsouth.com/news/press\\_releases/a301.asp](http://www.newsouth.com/news/press_releases/a301.asp)>. As of April 20, 2001, NewSouth’s “**Voice Network Map**” on its web site indicated service at Lexington and Louisville, KY.

<sup>19</sup> Pathnet Reports Third Quarter Results, Nov. 14, 2000, retrieved March 19, 2001 from <<http://www.pathnet.net/ourPress/43.cfm>>. The KYPSC lists Pathnet in “Active” status in Exhibit VW-2.

<sup>20</sup> *Staking a Claim*, D. Fairchild, Competitive Carrier, Supplement to “America’s Network”, March 2001, at 9.

approximately one-quarter of BellSouth’s total combined access lines. From these 9 wire centers, different facilities-based CLECs can address 23% and 33% respectively of the residential and business access lines in BellSouth’s area. Cumulatively, a total of just 30 wire centers have 200 collocations completed that allows different facilities-based CLECs to address over 60% of the total access lines in BellSouth’s area in Kentucky. Overall, one or more completed collocations enable CLECs to address approximately 59% and 73% respectively of BellSouth’s residential and business access lines. See Exhibit VW–5.

**TABLE 3 CLEC collocations and lines addressed in BellSouth Wire Centers**

<b>Ranking of CLEC collocations</b>	<b><i>Collocations Complete</i></b>	<b><i>% of BellSouth Residence Lines In Wire Centers</i></b>	<b><i>% of BellSouth Business Lines In Wire Centers</i></b>
Over 10 completed - Top 9 Wire Centers	128	23 %	33 %
1 to 10 completed - 10 <sup>th</sup> –30 <sup>th</sup> Wire Centers	72	36 %	40 %
<b>Total</b>	<b>200</b>	<b>59 %</b>	<b>73 %</b>

**D. CLEC Investment Indicates that Competition is Irreversible**

20. The sunk cost of CLEC investment in local competition in Kentucky provides additional assurance that Kentucky consumers have, and will continue to have, alternatives for local exchange service. As CLECs themselves have explained, they have already invested millions of dollars in developing fiber access and transport facilities and switching capabilities, and in establishing facilities-based operations in Kentucky:
  - a. “eLEC has invested millions in its OSS platform ....which....provides a scalable platform for growth during the coming periods. eLec, which recently negotiated

agreements with Bellsouth,.....will be able to plug its WorldCom-based ATM cloud into ILEC DSL backbones in order to provision broadband services to customers without truck rolls.....We coin this new method of delivering DSL solutions to the masses, “DSL-P”.<sup>21</sup>

b. “e.spire operates 38 local area fiber-optic networks, ....e.spire has networks in the following metropolitan markets (a \* indicates networks that are not equipped with a Class 5 switch): .....Lexington, KY\*;....Louisville, KY.....”<sup>22</sup>

c. “The company offers a comprehensive selection of data, Internet, voice products, other advanced communications solutions.....throughout the southern United States, including the BellSouth, Sprint and GTE service regions. The company’s network includes Cisco New World packet-based switches, Lucent Technologies, Inc. AnyMedia™ 5ESS-2000 switches,....and the Lucent technologies advanced packet-based SoftSwitch.”<sup>23</sup>

21. Facilities-based CLECs have built high capacity state-of-the-art facilities utilizing fiber optic cable that currently service the business district of major Kentucky metropolitan areas. For example, NewSouth Communications, cited just above, serves Frankfort, Lexington, Louisville, and Owensboro, KY. CLECs are increasingly using the newest technologies, e.g., voice-over-DSL (VoDSL), “softswitch” IP and microwave systems, to offer integrated communications services on a cost-effective basis. By equipping broadband networks with gateways to the public switched telephone network, CLECs provide facilities-based local exchange services to their customers. Network Telephone, a CLEC with an approved interconnection agreement with BellSouth and certified in Kentucky, is one example:

a. “Network Telephone, a competitive local exchange carrier (CLEC) based in Pensacola, Fla., will deploy Lucent’s PathStar Access Server™ with Copper

---

<sup>21</sup> *KBRO Discusses UNE Platform; eLEC Communications Pioneering a New Method of Delivering Broadband Services to Consumers*, March 15, 2001 press release retrieved May 7, 2001 from <<http://www.elec.net/index.cfm?sTitle=Press%20Releases&sElec=53>>

<sup>22</sup> *e.spire Announces Record Fourth Quarter and Year 2000 Results*, Feb. 15, 2001 press release retrieved May 12, 2001, from <<http://www.espire.net/press/press.cfm?PressReleaseID=219>>

<sup>23</sup> *NewSouth Communications Proves That ‘Bundled Is Better’*, Feb. 5, 2001 press release retrieved online on April 20, 2001, from <[http://www.newsouth.com/news/press\\_release/a343.asp](http://www.newsouth.com/news/press_release/a343.asp)>.

Mountain's CopperEdge DSL Concentrators and CopperRocket™ Integrated Access Devices to provide voice, data and high-speed Internet access over DSL (digital subscriber line) to business customers in nine states across the Southeast US. ... We believe this voice over DSL (VoDSL) solution will provide us a cutting-edge multi-service network. The PathStar™ solution will enable service providers to **deliver eight or more telephony subscriber lines and high-speed data services over a single unbundled local loop.**"<sup>24</sup> (Emphasis added)

22. As shown in Table 1 above, BellSouth conservatively estimates that CLECs are recently serving nearly 3% of the residential lines in BellSouth's area in Kentucky. Although most CLECs are targeting the business segment and deploying the latest technologies to serve metropolitan areas first, the prospects for competitive benefits to residential consumers are very good. Increased choices for consumers are evident from the numerous CLECs offering residential service in Kentucky. The telephone directories, upon CLEC request, are required to provide consumers with contact information for CLECs serving their areas. For example, in the 'Customer Guide' section, the directory for Bardstown lists 18 competing residential local service providers, the Bowling Green directory lists 18, the Frankfort directory lists 13, the Henderson directory lists 16, and the Louisville directory lists 17 residence competitors. Additional examples of the number of CLECs listed offering residential service include Madisonville - 16, Owensboro - 16, Paducah - 17, Pikeville - 17, Richmond - 17 and Winchester - 17. Finally, the ALTS annual report addresses the current state of competitive development: "The business wireline market is one of the most attractive markets for many CLECs. To raise capital and build their networks, CLECs must target customers that offer the greatest rate of return. This strategy is consistent with how the Bell system originally erected its network, first to serve highly

---

<sup>24</sup> Network Telephone Selects Lucent Technologies and Copper Mountain Networks to Deploy DSL, Press Release July 20, 1999, retrieved from <<http://www.networktelephone.net/press.html>>. NTC's PowerLine DSL™ is offered



concentrated areas .... Such high-volume clients enable CLECs to take advantage of geographic concentration and network scalability. As the industry matures, we will see a greater push into residential markets further expanding the benefits of competition.”<sup>25</sup>

#### **IV. CONCLUSION**

23. This affidavit demonstrates that BellSouth meets the Track A requirement of Section 271(c)(1)(A) of the Act and shows that the Kentucky Commission, the FCC, BellSouth, and the CLEC industry have been successful in bringing competitive choices to the people of Kentucky. CLECs have invested, and continue to invest, millions of dollars in their own facilities. The level of competition demonstrates that BellSouth has provided CLECs access to its network facilities and services in order to enable them to deliver services over their own network facilities; over their own network facilities in combination with elements of BellSouth’s network; and through the resale of BellSouth-provided service offerings. Competition is well established, broadly based and irreversible.
24. This concludes my affidavit.

---

in Bowling Green, Corbin, Henderson, Hopkinsville, Lexington, Louisville, Madisonville, Owensboro, Pikeville and Winchester, KY.

<sup>25</sup> ALTS 2001, at 10.

The information contained in this affidavit and its Exhibits is true and correct to the best of my knowledge and belief.

Executed on May 16, 2001.

Victor K. Wakeling  
Victor K. Wakeling

STATE OF Georgia  
COUNTY OF DeKalb  
Subscribed and sworn to before me  
this 16<sup>th</sup> day of May, 2001.

Ray P. Deij  
Notary

RAY P. DEIJ  
NOTARY PUBLIC DEKALB COUNTY GEORGIA  
MY COMMISSION EXPIRES FEBRUARY 10, 2003



VW-1  
AGREEMENTS

intercon

Case Number	Tracking Number	Agreement	Competitive LEC	Incumbent LEC	Type of Agreement	Date Filed	Final Order Date	Tariff Approved	Petitions for Reconsideration	Reconsiderer Date	Comments	Date Changed
1998-547	00007-AM	Agreement	@Link Networks, Inc.	Verizon South	Resale	10/22/1998	12/09/1998	12/05/1998	05/03/2000	05/22/2000		03/01/2001
1998-237	00241-AI	Agreement	@Link Networks, Inc.	BellSouth	Interconnection	04/28/1998	05/14/1998	12/05/1998	12/13/2000	12/19/2000		03/01/2001
1997-340	00078-AM	Agreement	1-800-RECONNEX, Inc.	BellSouth	Resale	07/30/1997	10/13/1997	09/17/1998	02/05/2001	02/15/2001		02/16/2001
1999-280	00009-AI	Agreement	2nd Century Communications, Inc.	Cincinnati Bell	Interconnection	05/04/2000	06/29/2000	09/01/2000	06/21/2000	06/29/2000		03/15/2001
1998-333	00074-AM	Agreement	2nd Century Communications, Inc.	BellSouth	Interconnection	07/01/1999	08/24/1999	09/01/2000	06/14/2000	06/15/2000		03/15/2001
1998-044	00250-AI	Tariff Only	360 Degrees Communications	Verizon South	Interconnection	06/23/1998	09/18/1998					
1998-384	00272-AR	Agreement	360networks (USA) Inc.	BellSouth	Tariff Only	01/22/1998	03/10/1998	08/13/1999	01/19/2000	02/11/2000		03/26/2001
1998-196	00304-AR	Agreement	A Plus Connect, LLC	BellSouth	Resale	07/20/1998	09/23/1998		03/26/2001	03/27/2001		03/28/2001
1997-484	00250-AI	Agreement	A-1 Mobile Technologies, Inc.	Verizon South	Interconnection	12/28/2000	01/05/2001	10/20/2000				02/05/2001
1998-240	00272-AR	Agreement	A-Tech Telecom, Inc.	BellSouth	Resale	02/05/2001	02/15/2001	10/20/2000				02/16/2001
2000-196	00079-AM	Agreement	A-Tech Telecom, Inc.	BellSouth	Resale	04/28/1998	05/14/1998		06/15/2000	06/19/3491		06/20/2000
1997-484	00079-AM	Agreement	ABC Connect	BellSouth	Interconnection	04/21/2000	06/22/2000					06/22/2000
1998-043	00043-AM	Agreement	ABC Telecom, Inc.	BellSouth	Resale	11/26/1997	12/19/1997		04/21/2000			05/01/2000
1998-022	00043-AM	Agreement	ACC of Kentucky LLC	BellSouth	Interconnection	01/22/1998	04/22/1998	04/22/1998	11/10/1999	12/10/1999		04/30/2001
1998-022	00043-AM	Agreement	ACCESS Integrated Networks	BellSouth	Interconnection	04/23/1998	07/17/1998	06/30/1999	05/19/2000	05/22/2000		03/30/2001
2000-477	00165-AI	Agreement	Access Point	BellSouth	Resale	01/08/1998	01/27/1998	09/03/2000				02/15/2001
1997-211	00165-AI	Application	Accutel of Texas, Inc.	BellSouth	Interconnection	08/29/2000	08/31/2000					09/01/2000
		Agreement	Adelphia Business Solutions of Kentucky, Inc.	BellSouth	Interconnection	10/18/2000		06/20/1997				12/19/2000
		Agreement	Adelphia Business Solutions of Kentucky, Inc.	BellSouth	Interconnection	04/21/1997	05/16/1997	06/20/1997	04/17/2000	05/12/2000		12/19/2000

1999-129	00051-AI	Agreement	Adelphia Business Solutions of Kentucky, Inc.	Cincinnati Bell	Interconnection	06/02/2000	06/05/2000	06/20/1997				12/19/2000
1999-255		Agreement	Advanced Communicatg Techniques	BellSouth	Interconnection	04/01/1999	06/03/1999					11/21/2000
1998-486		Tariff Only	Advanced TelCom, Inc.	BellSouth	Tariff Only	06/17/1999	08/24/1999					
1998-387	00322-AR	Agreement	Advanced Telecommunications Network, Inc.	BellSouth	Resale	09/08/1998	10/16/1998					
1998-042		Agreement	Advanced Telecommunications, Inc.	BellSouth	Resale	07/22/1998	09/17/1998		04/24/2001		Inactive	05/01/2001
1997-495	00233-AI	Agreement	Advent Consulting & Technology	BellSouth	Interconnection	01/22/1998	03/10/1998					
		Agreement	AEEP, Inc.	BellSouth	Interconnection	12/04/2000	12/19/2000	07/28/2000				04/12/2001
		Tariff Only	AEP Communications, LLC		Initial Authority to Operate	12/08/1997	03/18/1998	04/05/1998				
1999-228	00134-AI	Agreement	Aero Communications a/k/a ACI	BellSouth	Interconnection	07/26/2000	07/28/2000	11/22/2000				12/07/2000
		Agreement	Afinity Network, Inc.	BellSouth	Resale	06/04/1999	08/16/1999	01/07/2000	07/21/2000			03/26/2001
		Tariff Only	Afinity Network, Inc. d/b/a QuantumLink Communications		Tariff Only			01/07/2000				03/26/2001
1999-005		Agreement	African American Telecommunications	BellSouth	Resale	01/06/1999	03/19/1999		05/10/1999	07/21/1999	Inactive	12/11/2000
1999-105	00270-AM	Agreement	AI-Call, Inc.	BellSouth	Interconnection	03/19/1999	05/03/1999		04/24/2001	04/27/2001		05/01/2001
1998-596		Agreement	Aladdin Services, Inc.	BellSouth	Resale	11/13/1998	12/10/1998					
2000-544	00226-AI	Application	ALEC, Inc.	Cincinnati Bell	Interconnection	11/09/2000	11/20/2000	08/06/1997	11/09/2000	12/20/2000		12/21/2000
1997-256		Agreement	ALEC, Inc.	BellSouth	Interconnection	05/21/1997	07/16/1997	08/06/1997	05/04/2000			10/16/2000
	00302-AR	Agreement	All-Communications	Cincinnati Bell	Resale	03/20/2001	03/27/2001					04/24/2001
1998-540		Agreement	All-Pro Communications, Inc.	BellSouth	Interconnection	10/16/1998	12/09/1998					
1998-243		Agreement	Alliance Network, Inc. f/k/a Advance Phone Systems	BellSouth	Interconnection	04/27/1998	05/14/1998		04/21/2000	05/15/2000		05/15/2000
1998-194		Agreement	Alliance Telecommunications	BellSouth	Resale	04/23/1998	07/17/1998		03/06/2000	04/04/2000		04/06/2000
		Tariff Only	Allied Riser of Kentucky, Inc.		Tariff Only			11/22/2000				12/07/2000

2000-101	00173-AR	Agreement	AllPage, Inc.	BellSouth	Resale		09/01/2000	09/07/2000				09/11/2000
1997-292	00177-AR	Agreement	AllSouth Phone Connect f/k/a New South Phone Connect	BellSouth	Resale		03/01/2000	04/04/2000		09/15/2000	09/19/2000	09/20/2000
1998-145	00170-AR	Agreement	ALL TEL Kentucky	BellSouth	Interconnection		06/26/1997	10/24/1997	10/24/1997	08/17/1999	10/20/1999	10/20/1999
2000-073	00281-AR	Agreement	Alternative Access Telephone Communications	BellSouth	Resale		03/26/1998	04/29/1998	06/29/2000	09/01/2000	09/07/2000	09/11/2000
1998-109	00048-AM	Agreement	Alternative Phone, Inc.	BellSouth	Resale		02/14/2000	04/03/2000		02/21/2001	03/01/2001	03/05/2001
	00216-AR	Agreement	Alternative Telecommunications Services	BellSouth	Resale		03/02/1998	03/26/1998		12/13/2000	12/19/2000	12/20/2000
	00315-AI	Agreement	Alternative Telecommunications, Inc.	BellSouth	Resale		10/25/2000	10/27/2000				10/27/2000
2000-173		Agreement	Alycia Massey d/b/a Best Communications	Verizon South	Interconnection		04/10/2001	04/12/2001				04/16/2001
1996-467		Agreement	Am-Tel, Inc. d/b/a Phone Center Communications	BellSouth	Resale		04/17/2000	05/12/2000				09/30/2000
1998-619		Agreement	American Communications of Lexington d/b/a e.s.pire	Verizon South	Interconnection		09/26/1996	01/17/1997	08/01/1997		03/03/1997	
1998-619		Agreement	American Communications of Lexington d/b/a e.s.pire	BellSouth	Interconnection		11/25/1998	06/08/1999	04/15/1998	06/14/1999	06/21/1999	
1996-382		Agreement	American Communications of Louisville d/b/a e.s.pire	BellSouth	Resale		11/25/1998	06/08/1999	04/15/1998	06/14/1999	06/21/1999	
2000-100	00166-AR	Agreement	American Communications Inc.	BellSouth	Resale		08/13/1996	12/06/1996	02/25/1997	05/14/1999	07/21/1999	
	00102-AI	Agreement	American Fiber Networks, Inc.	BellSouth	Resale		10/29/1998	12/10/1998		08/31/2000	09/06/2000	09/07/2000
1997-415		Agreement	American MetroComm/Kentucky, Inc.	Verizon South	Resale		03/01/2000	04/04/2000				07/03/2000
1998-602		Agreement	American Phone Corporation	BellSouth	Interconnection		06/30/2000	07/06/2000				07/07/2000
	00277-AR	Agreement	American Prepaid Telephone Service, Inc.	BellSouth	Resale		09/30/1997	12/18/1997	10/27/1999	10/08/1999	11/23/1999	01/10/2000
1998-156		Agreement	American Telecommunications	BellSouth	Resale		11/16/1998	12/10/1998				
		Agreement	American Telecommunications	BellSouth	Resale		02/14/2001	02/16/2001				02/20/2001
		Agreement	American Telecommunications	BellSouth	Resale		03/26/1998					

1999-007	Agreement	American Voice & Data, Inc.	BellSouth	Resale		01/07/1999	03/18/1999		04/19/1999	07/01/1999		
1998-600	Agreement	AmeriMex Communications Corp	BellSouth	Resale		11/16/1998	12/10/1998		12/13/2000	12/19/2000		12/20/2000
00260-AR	Agreement	AmTel Communications, Inc.	BellSouth	Resale		01/12/2001	01/18/2001					01/18/2001
1996-551	Agreement	Annox, Inc.	BellSouth	Resale		11/04/1996	01/03/1997	07/06/1997	12/08/1999	01/10/2000		01/30/2001
1999-381	Agreement	Annox, Inc.	Verizon South	Resale		09/13/1999	11/10/1999	07/06/1997				01/30/2001
1998-080	Agreement	Appalachian Cellular General Partnership	BellSouth	Interconnection		02/09/1998	03/17/1998	03/17/1998				
1998-134	Agreement	Appalachian Cellular General Partnership	Verizon South	Interconnection		03/17/1998	04/29/1998	04/29/1998				
1998-524	Agreement	Appliance and TV Rentals d/b/a Phones-4-U	BellSouth	Resale		10/05/1998	11/19/1998		01/19/2000	03/06/2000		03/09/2000
00016-AP	Agreement	Arch Paging, Inc. and Mobile Communications Corporation of America	BellSouth	Paging		05/11/2000	05/22/2000					04/27/2001
1997-437	Agreement	Arrow Communications	BellSouth	Resale		10/23/1997	11/20/1997		08/07/1998		Withdrawn	
1998-204	Agreement	ASAP Telephone Reconnect	BellSouth	Resale		12/17/1998	03/11/1999		05/27/1999	07/22/1999		
2000-174	Agreement	Aspire Telecom, Inc.	BellSouth	Resale		04/17/2000	05/12/2000					05/30/2000
1996-482	Agreement	AT&T Communications of the South Central States	BellSouth	Interconnection		10/11/1996	02/06/1997	10/27/1997	08/18/2000	08/25/2000		03/26/2001
1996-478	Agreement	AT&T Communications of the South Central States	Verizon South	Resale		10/10/1996	02/14/1997	10/27/1997	07/02/1999	07/30/1999		03/26/2001
2000-465	Application	AT&T Communications/TCG of Ohio	BellSouth	Interconnection		10/05/2000		10/27/1997				03/26/2001
1997-183	Agreement	AT&T Wireless Services	Verizon South	Interconnection		04/15/1997	05/12/1997	05/12/1997	10/15/1999	12/08/1999		12/09/1999
1998-262	Agreement	Atlanta New York Warehouse Outlets, Inc. dba DNP Communications	BellSouth	Interconnection		05/11/1998	07/10/1998		05/11/1998			
00297-AI	Agreement	Atlantic.net Broadband, Inc.	BellSouth	interconnection		03/19/2001	03/21/2001					03/26/2001
	Tariff Only	Atlas Communications, Ltd.		Tariff Only				05/08/1998				
1998-164	Agreement	Atrio Enterprises d/b/a Quick Connect Telecom.	BellSouth	Resale		04/06/1998	05/01/1998		04/28/2000	05/12/2000		05/12/2000
00313-AI	Agreement	Aura Communications, Inc.	Verizon South	Interconnection		04/05/2001	04/10/2001	01/18/2001				04/13/2001



00120-AI	Agreement	Avana Communications Corporation	Verizon South	Interconnection	10/22/1999				08/01/2000
2000-058	Agreement	Avana Communications Corporation	BellSouth	Interconnection	10/22/1999				07/26/2000
1997-383	Agreement	Award Enterprises (LEC-Link)	BellSouth	Interconnection				Removed	
1998-136	Agreement	AXSYS	BellSouth	Interconnection	03/20/1998	04/29/1998	08/13/1998	09/15/1998	
1998-511	Proprietary	Baird Rural Telephone Cooperative	BellSouth	Calling Name Delivery Services	09/28/1998	12/21/1998			
1998-112	Agreement	Basicphone	BellSouth	Resale	03/02/1998	03/19/1998	08/08/2000	08/09/2000	08/10/2000
1998-403	Agreement	Bayou Connect, Inc.	BellSouth	Resale	07/29/1998	09/17/1998			
1997-501	Agreement	Bayou Telephone Company	BellSouth	Interconnection	12/10/1997	01/15/1998	06/23/1999	09/08/1999	12/07/2000
1997-417	Agreement	BellSouth BSE, Inc.	BellSouth	Interconnection	11/07/1997				Rejected-Merged w/98-410
00279-AR	Agreement	BellSouth BSE, Inc.	BellSouth	Resale	02/15/2001	02/16/2001			02/20/2001
1999-057	Agreement	BellSouth International ACCESS, Inc.	BellSouth	Collocation	02/12/1999	05/12/1999			
1999-361	Agreement	BellSouth Long Distance	BellSouth	Collocation	08/30/1999	10/28/1999			01/03/2001
1997-102	Agreement	BellSouth Mobility	Verizon South	Interconnection	03/04/1997	04/09/1997	07/25/2000	07/28/2000	08/01/2000
00308-AR	Agreement	Best Communications	BellSouth	Resale	03/26/2001	03/27/2001			03/28/2001
1999-364	Agreement	Best Pre-Paid Telephone Company	BellSouth	Resale	09/01/1999	10/26/1999	05/11/2000	05/22/2000	08/21/2000
2000-261	Agreement	Birch Telecom of the South, Inc.	BellSouth	Interconnection	05/15/2000	05/22/2000	04/24/2001	04/27/2001	05/01/2001
1998-034	Agreement	Bluegrass Cellular, Inc.	BellSouth	Interconnection	01/05/1998	02/12/1998	02/12/1998		
00246-AI	Agreement	Bluegrass Cellular, Inc.	South Central	CMRS	12/13/2000	01/08/2001			01/09/2001
1999-124	Agreement	Bluegrass Cellular, Inc.	Logan	CMRS	08/07/2000			02/12/1998	08/07/2000
2000-123	Agreement	Bluegrass Cellular, Inc.	Brandenburg	Interconnection	03/31/1999	06/21/1999	02/12/1998		
1998-116	Agreement	Bluegrass Cellular, Inc.	Duo County	Interconnection	03/13/2000	05/08/2000	02/12/1998		05/09/2000
	Agreement	Bluegrass Cellular, Inc.	Verizon South	Interconnection	03/03/1998	03/26/1998	03/26/1998		

1998-587	Agreement	BlueStar Networks, Inc.	BellSouth	Collocation	11/09/1998	12/10/1998	12/18/1998	01/21/2000	07/07/2000		04/03/2001
1999-498	Agreement	BlueStar Networks, Inc.	BellSouth	Interconnection	12/07/1999	07/07/2000	12/18/1998	02/23/2001	03/01/2001		04/03/2001
1999-347	Agreement	BlueStar Networks, Inc.	Verizon South	Interconnection	08/13/1999	11/08/1999	12/18/1998				04/03/2001
	Tariff Only	Brandenburg Telecom LLC		Tariff Only			10/05/2000				04/24/2001
	Tariff Only	Broadband Digital Technologies, Inc.		Tariff Only							12/07/2000
00087-AM	Agreement	BroadBand Office Communications, Inc.	BellSouth	Interconnection	06/16/2000	06/19/2000	01/16/2000	03/19/2001	03/21/2001		03/26/2001
2000-521	Agreement	BroadBand Office Communications, Inc.	Cincinnati Bell	Interconnection	10/03/2000	10/04/2000	01/16/2000	11/20/2000	11/28/2000		03/26/2001
	Agreement	BroadRiver Communications Corporation	BellSouth	Interconnection	05/12/2000	05/22/2000		03/19/2001	03/22/2001		04/09/2001
2000-092	Agreement	Broadstate Networks of Kentucky, Inc.	Cincinnati Bell	Interconnection	02/28/2000	05/08/2000	01/15/2000				04/26/2001
2000-154	Agreement	Broadstate Networks of Kentucky, Inc.	Verizon South	Interconnection	03/29/2000	04/24/2000					04/26/2001
	Agreement	Broadstate Networks of Kentucky, Inc.	BellSouth	Interconnection	06/14/2000	06/15/2000		07/31/2000	08/02/2000		04/26/2001
2000-061	Agreement	BroadSpan Communications, Inc. d/b/a Primary Network Communications	BellSouth	Interconnection	02/08/2000	05/08/2000	03/06/2000	06/08/2000	06/09/2000	Out of Business	04/18/2001
2001-025	Tariff Only	BroadStream Corporation		Tariff Only			02/13/2000				03/12/2001
	Application	BroadWing Local Services, Inc.	BellSouth	Resale	01/26/2001	02/05/2001	03/20/1999				02/06/2001
	Agreement	Bryant's Wireless Service	BellSouth	Resale	05/15/2000	05/22/2000					05/23/2000
	Agreement	BTC Communications, Inc.	BellSouth	Interconnection	03/13/2001	03/14/2001					03/14/2001
	Agreement	BUDGET COM LLC	BellSouth	Resale	07/19/2000	07/24/2000					07/19/2000
1999-161	Agreement	Budget Phone, Inc.	BellSouth	Interconnection	04/19/1999	07/06/1999		01/31/2001	02/01/2001		04/02/2001
1998-019	Agreement	Burno, Inc. d/b/a Citywide-Tel	BellSouth	Resale	01/06/1998	02/04/1998		01/19/2000	03/06/2000		03/09/2000
1997-308	Agreement	Business Telecom Inc dba BTI Telecommunications	BellSouth	Interconnection	06/11/1997	10/09/1997	07/17/1998	12/04/2000	12/19/2000		04/23/2001
1998-082	Agreement	Buy-Tel Communications, Inc	BellSouth	Resale	02/09/1998	03/02/1998	03/02/1998	03/31/2000	04/12/2000		04/25/2001
	Agreement	Buy-Tel Communications, Inc	Cincinnati Bell	Interconnection	03/20/2001	03/27/2001	03/02/1998				04/25/2001

1998-343	Agreement	Buy-Tel Communications, Inc	Verizon South	Interconnection	07/10/1998	09/16/1998	03/02/1998				04/25/2001
1998-279	Agreement	Cable & Wireless USA, Inc.	BellSouth	Resale	05/22/1998	07/28/1998		11/12/1998	01/20/1999		03/15/2000
1998-326	Agreement	Call Us Communications, Inc.	BellSouth	Resale	06/18/1998	07/30/1998					
1999-422	Agreement	CAT Communications International d/b/a CCI	BellSouth	Resale	10/08/1999	11/22/1999	07/11/1999	07/26/2000	07/28/2000		07/28/2000
	Agreement	CAT Communications International d/b/a CCI	Verizon South	Resale	07/05/2000	07/06/2000	07/11/1999				07/07/2000
	Agreement	Ceyond Communications, LLC	BellSouth	Interconnection	07/21/2000	07/24/2000		12/27/2000	01/08/2001		01/09/2001
	Agreement	CBX One-Stop, LLC d/b/a CBX Communications	BellSouth	Resale	03/26/2001	03/27/2001					03/28/2001
1999-030	Agreement	CCCKY, Inc. d/b/a CONNECT!	BellSouth	Interconnection	01/22/1999	04/13/1999	06/09/2000	03/26/2001	03/27/2001		03/28/2001
	Agreement	CCCKY, Inc. d/b/a CONNECT!	Verizon South	Interconnection	06/06/2000		06/09/2000				11/01/2000
1998-128	Agreement	Cellular Concepts & Paging Inc.	BellSouth	Resale	03/12/1998	04/03/1998		09/21/1998	10/20/1998		*
	Agreement	Centennial Florida Switch Corporation	BellSouth	Interconnection	07/26/2000	07/28/2000					08/01/2000
1997-469	Agreement	Central Kentucky Cellular Corp	Verizon South	Resale	11/19/1997	12/19/1997	12/19/1997				
1999-140	Agreement	Chapel Services Inc.	BellSouth	Resale	04/09/1999	06/11/1999	05/07/1999	05/03/2001			05/04/2001
1998-263	Agreement	Chase Telecommunications, Inc.	BellSouth	Interconnection	05/11/1998	07/10/1998		05/11/1998			
1999-283	Agreement	Choctaw Communications Inc. dba Smoke Signal Communications	Verizon South	Resale	07/01/1999	08/25/1999	05/22/1998				04/02/2001
1999-309	Agreement	Choctaw Communications Inc. dba Smoke Signal Communications	ALLTEL	Resale	07/20/1999	10/05/1999	05/22/1998				04/02/2001
1998-127	Agreement	Choctaw Communications Inc. dba Smoke Signal Communications	BellSouth	Resale	03/12/1998	04/03/1998	05/22/1998	03/19/2001	03/21/2001		04/02/2001
	Tariff Only	Choice One Communications of Ohio, Inc.		Tariff Only			04/23/2000				04/02/2001
1997-438	Agreement	Choice Telephone Company	BellSouth	Resale	10/24/1997	11/18/1997					
1999-089	Agreement	Ciz, Inc.	BellSouth	Interconnection	03/15/1999	04/27/1999	06/27/1999	02/23/2001	03/01/2001		04/09/2001

1999-425	00222-AM	Agreement	Ciera Network Systems, Inc.	BellSouth	Resale	10/08/1999	11/22/1999	11/08/2000	11/20/2000	11/21/2000
1998-167	00256-AM	Agreement	Cincinnati Bell Long Distance	BellSouth	Resale	04/06/1998	05/01/1998	01/12/2001	01/18/2001	01/30/2001
1999-123		Agreement	Cinergy Communications Company	Verizon South	Interconnection	03/31/1999	06/01/1999			04/04/2001
1997-212	00206-AM	Agreement	Cinergy Communications Company	BellSouth	Resale	04/21/1997	05/12/1997	10/13/2000	10/18/2000	04/04/2001
	00276-AR	Agreement	Citizen Phone, Inc.	BellSouth	Resale	02/14/2001	02/15/2001			02/16/2001
2000-186		Agreement	CKS, Inc.	BellSouth	Interconnection	04/21/2000	05/12/2000			05/12/2000
		Tariff Only	ClariCom Networks, Inc d/b/a Staples Communications Networks		Tariff Only		11/24/2000			04/06/2001
1997-426		Agreement	Colmena Corporation f/k/a Business Technology Systems, Inc.	BellSouth	Resale	10/16/1997	12/05/1997	01/27/2000	03/09/2000	03/09/2000
1998-409	00268-AI	Agreement	Columbia Telecommunications Group d/b/a xEssa	BellSouth	Interconnection	08/03/1998	09/14/1998	01/25/2001	01/26/2001	01/29/2001
1998-110		Agreement	Columbia Telemanagement, Inc.	BellSouth	Resale	03/02/1998	03/26/1998		Inactive	12/11/2000
1998-490	00196-AR	Agreement	Columbus Catalog Sales, Inc d/b/a Columbus Local Communications	BellSouth	Resale	09/09/1998	10/16/1998	10/11/2000	10/12/2000	05/01/2001
1999-435		Agreement	Comm South Companies	Verizon South	Resale (Prepaid)	10/18/1999	12/08/1999			03/13/2001
1997-322	00238-AR	Agreement	Comm South Companies	BellSouth	Resale	07/15/1997	11/18/1997	12/13/2000	12/19/2000	03/13/2001
2000-083	00319-AR	Agreement	Comm South Companies	ALLTEL	Resale (Prepaid)	02/24/2000	04/03/2000	04/11/2001		04/17/2001
1998-226		Agreement	Comm. Depot, Inc.	BellSouth	Resale	04/27/1998	07/21/1998	01/06/1999	03/18/1999	
1998-193		Agreement	Communication Options Southern Region d/b/a COI	BellSouth	Interconnection	04/23/1998	07/17/1998	08/20/1998	09/15/1998	Cancelled 7/31/2000
1998-163	00019-AM	Agreement	Communications Brokerage Services, Inc	BellSouth	Resale	04/06/1998	05/01/1998	05/11/2000	05/22/2000	12/12/2000
1998-081		Agreement	Communications Network Services	BellSouth	Resale	02/09/1998	03/17/1998	01/07/1999	03/18/1999	
1998-083	00045-AM	Agreement	Communications Services Integrated, Inc.	BellSouth	Interconnection	02/09/1998	03/17/1998	04/24/2001	04/27/2001	05/01/2001
1998-633	00030-AM	Agreement	Compass Telecommunications, Inc.	BellSouth	Interconnection	12/23/1998	03/11/1999	12/27/2000	01/08/2001	04/26/2001

1998-235	00295-AI	Agreement	Competitive Communications, Inc.	BellSouth	Interconnection	04/27/1998	07/22/1998		03/19/2001	03/21/2001	03/26/2001
1999-088		Agreement	ComSpace Telecommunications, Inc.	BellSouth	Interconnection	03/15/1999					
1998-162		Agreement	Comtec America, Inc d/b/a Power Voice	BellSouth	Resale	04/06/1998	05/01/1998		05/10/1999	07/20/1999	
1999-117		Agreement	Comtel, Inc.	BellSouth	Interconnection	03/24/1999	06/01/1999				
		Tariff Only	Concentric Carrier Services, Inc.		Tariff Only			03/03/2000			05/05/2000
		Tariff Only	Concert Communications Sales, LLC		Tariff Only			09/24/1999			02/15/2001
1998-404		Agreement	Connect, LLC	BellSouth	Resale	07/29/1998	09/17/1998	12/19/1998	11/13/1998	01/20/1999	
1998-102		Agreement	Connect-A-Phone, Inc.	BellSouth	Resale	02/23/1998	03/26/1998		05/18/1998	07/22/1998	
		Tariff Only	ConnectSouth Communications of Kentucky, Inc.		Tariff Only			04/03/2000			04/12/2000
1997-334		Agreement	Contel Cellular	Verizon South	Interconnection	07/21/1997	10/15/1997			11/26/1997	
1999-246		Agreement	Convergence, Inc.	BellSouth	Interconnection	06/16/1999	09/09/1999		12/08/1999	01/10/2000	01/11/2000
1998-210	00202-AM	Agreement	Coral Bay Telephone Service	BellSouth	Interconnection	12/17/1998	03/11/1999		01/12/2001	01/18/2001	01/18/2001
	00244-AR	Agreement	CPI Communications Network, Inc.	BellSouth	Resale	12/13/2000	12/19/2000				12/20/2000
1999-509		Agreement	CPU Solutions Corp.	BellSouth	Interconnection	12/20/1999	02/11/2000				02/12/2000
1999-468		Agreement	Credit Loans, Inc. d/b/a Lone Star Telephone	Verizon South	Resale	11/16/1999	12/28/1999	12/29/1999			04/02/2001
1999-365	00326-AR	Agreement	Credit Loans, Inc. d/b/a Lone Star Telephone	BellSouth	Resale	08/27/1999	10/26/1999	12/29/1999	05/03/2001		05/04/2001
1997-120		Agreement	CRG International dba Network One	BellSouth	Interconnection	07/17/1997	10/03/1997	11/08/1997			
	00151-AM	Agreement	CTC Exchange Services, Inc.	BellSouth	Interconnection	08/08/2000	08/09/2000		03/13/2001	03/14/2001	03/14/2001
2000-185	00013-AM	Agreement	CTSI, Inc.	BellSouth	Interconnection	04/21/2000	05/12/2000	12/11/1999	05/11/2000	05/22/2000	Inactive
2000-128		Agreement	Cumberland Mountain Paging	BellSouth	Paging	03/16/2000	04/06/2000				04/07/2000
	00290-AP	Agreement	Data Express, Inc.	BellSouth	Paging	03/13/2001	03/14/2001				03/14/2001
	00161-AR	Agreement	Datacom, Inc.	BellSouth	Resale	08/18/2000	08/25/2000				08/25/2000

1998-196	00321-AR	Agreement	Davco, Inc.	BellSouth	Resale	04/23/1998	07/17/1998		04/24/2001	04/27/2001		05/01/2001
1998-483		Agreement	Dawson Consulting	BellSouth	Resale	09/03/1998	10/15/1998					
1999-044	00146-AM	Agreement	Daytona Telephone Company	BellSouth	Interconnection	02/03/1999	04/07/1999		10/13/2000	10/18/2000		10/18/2000
	00017-AR	Agreement	Deland Actel, Inc.	BellSouth	Resale	05/11/2000	05/22/2000					05/23/2000
	00242-AR	Agreement	Delta Phones, Inc.	BellSouth	Resale	12/13/2000	12/19/2000	11/22/2000				12/20/2000
1997-130	00141-AM	Agreement	Deltacom, Inc.	BellSouth	Collocation	03/19/1997	04/07/1997		03/26/2001	03/27/2001		03/28/2001
1998-397		Agreement	Dial Tone, Inc.	Verizon South	Interconnection	07/27/1998	09/23/1998	06/28/1998			Out of Business	09/30/2000
1998-352		Agreement	Dial Tone, Inc.	BellSouth	Resale	07/01/1998	08/03/1998	06/28/1998			Out of Business	09/30/2000
1998-552	00323-AR	Agreement	Dialogica Communications	BellSouth	Resale	10/29/1998	12/15/1998		04/24/2001	04/27/2001		05/01/2001
1998-202		Agreement	Dialtone and More, Inc.	BellSouth	Resale	04/23/1998	07/17/1998		10/15/1998	12/08/1998		*
1997-412		Agreement	Diamond Communications	BellSouth	Resale	09/30/1997	11/20/1997				Inactive	12/12/2000
1998-408	00072-AM	Agreement	Diamond Telephone Services, Inc.	BellSouth	Interconnection	08/03/1998	09/14/1998		06/14/2000	06/15/2000		06/16/2000
1998-257	00029-AM	Agreement	DIECA Communications, Inc. d/b/a Covad Communications Company	BellSouth	Interconnection	12/17/1998	01/26/1999	12/22/1999	10/25/2000	10/27/2000		04/02/2001
1998-177	00014-AM	Agreement	Digital Communication Technology	BellSouth	Resale	04/13/1998	05/01/1998		05/11/2000	05/22/2000		05/23/2000
	00121-AR	Agreement	Direct Communications Corporation	Verizon South	Resale	07/26/2000	07/28/2000	05/12/2000				03/14/2001
1998-141		Agreement	Direct-Tel USA, Inc.	BellSouth	Resale	03/23/1998	04/08/1998	03/20/1999	11/10/1999	12/10/1999		01/10/2000
	00273-AI	Agreement	Direct2Internet Corporation	Verizon South	Interconnection	02/07/2001	02/15/2001					02/16/2001
	00198-AI	Agreement	Direct2Internet Corporation	BellSouth	Interconnection	10/11/2000	10/12/2000					02/07/2001
2000-146		Agreement	Discount Communications	BellSouth	Interconnection	03/24/2000	04/12/2000	09/01/1999			Out of Business	12/11/2000
1998-076		Agreement	Dixie-Net Communications, LLC	BellSouth	Resale	12/15/1998	01/26/1999		08/05/1999	10/14/1999		10/14/1999
1998-200	00041-AM	Agreement	DMJ Communications, Inc.	BellSouth	Resale	04/23/1998	05/07/1998		05/19/2000	05/22/2000		05/23/2000
1999-076		Agreement	dPI-Teleconnect, LLC	Verizon South	Resale	03/03/1999	04/23/1999	09/30/1998	04/05/1999	06/09/1999		03/19/2001

1999-475	00318-AR	Agreement	dPi-Teleconnect, LLC	ALL TEL	Resale		11/19/1999	01/05/2000		04/11/2001			04/17/2001
1998-599	00109-AM	Agreement	dPi-Teleconnect, LLC	BellSouth	Resale		11/16/1998	12/10/1998	09/30/1998	07/19/2000	07/24/2000		03/19/2001
1999-454		Agreement	Drake Paging, Inc.	BellSouth	Paging		11/10/1999	12/14/1999					12/14/1999
1999-078	00073-AM	Agreement	DSLnet Communications, LLC	BellSouth	Interconnection		03/04/1999	04/23/1999		04/03/2001	04/12/2001		04/16/2001
1999-398	00118-AM	Agreement	DSLnet Communications, LLC	Verizon South	Interconnection		09/22/1999	12/14/1999	03/13/1999	12/28/2000	01/05/2001		03/26/2001
1999-491		Agreement	DukeNet Communications, Inc.	BellSouth	Collocation		12/08/1999	01/05/2000					01/05/2000
	00086-AI	Agreement	DV2, Inc.	BellSouth	Interconnection		06/16/2000	06/19/2000	11/13/2000				03/05/2001
	00254-AM	Agreement	e-Tel, LLC	BellSouth	Interconnection		01/09/2001	01/18/2001	01/17/2001	05/03/2001			05/04/2001
1998-532	00305-AI	Agreement	E-Z Access USA, Inc.	BellSouth	Interconnection		10/09/1998	11/20/1998		03/26/2001	03/27/2001		03/28/2001
		Tariff Only	E-Z Fort Services, Inc.		Tariff Only				10/23/2000				
2000-034		Application	e-Spire Communications	BellSouth	Interconnection		01/21/2000	10/26/2000		08/22/2000	10/26/2000		12/07/2000
1998-073		Agreement	Eagle Communications, Inc.	BellSouth	Interconnection		12/15/1998	01/27/1999	02/27/1999	01/14/2000	03/09/2000		03/10/2000
1999-247		Agreement	East Florida Communications	BellSouth	Resale		06/16/1999	08/20/1999					
	00157-AP	Agreement	East Kentucky Network d/b/a Appalachian Wireless	BellSouth	Paging		08/18/2000	08/25/2000					08/25/2000
1998-146		Agreement	Eastland of Orlando Telephone Corp.	BellSouth	Interconnection		03/26/1998	04/29/1998					
1998-327		Agreement	EasyComm, Inc.	BellSouth	Resale		06/18/1998	07/30/1998		11/25/1998	01/21/1999	Inactive	12/11/2000
	00283-AI	Agreement	Edge Connections, Inc.	BellSouth	Interconnection		02/23/2001	03/01/2001					03/05/2001
1998-491		Agreement	Efficacy Group, Inc.	BellSouth	Resale		09/08/1998	10/16/1998		10/15/1998	01/13/1999	Inactive	12/29/2000
		Tariff Only	El Paso Global Networks		Tariff Only				01/29/2000				01/24/2001
1999-209	00137-AM	Agreement	Electric Power Board of Chattanooga	BellSouth	Interconnection		05/18/1999	07/21/1999		07/27/2000	08/02/2000		08/03/2000
1998-597		Agreement	Electronic Telco	BellSouth	Resale		11/13/1998	12/10/1998		05/05/1999	07/16/1999		
1998-539		Agreement	Empire Communications, Inc.	BellSouth	Resale		10/15/1998	11/19/1998		05/10/1999	07/20/1999		04/26/2000
	00209-AC	Agreement	EPIK Communications, Inc.	BellSouth	Collocation		10/13/2000	10/18/2000					10/18/2000

1998-612	00069-AM	Agreement	Ernest Communications, Inc.	BellSouth	Interconnection	11/19/1998	01/21/1999		12/13/2000		12/13/2000
1999-471		Agreement	essential.com, Inc.	BellSouth	Resale	11/17/1999	12/30/1999	03/30/2000			04/12/2000
		Tariff Only	Essex Communications, Inc.		Tariff Only			05/17/1999			10/14/1999
2000-203	00075-AM	Agreement	Essex Communications, Inc. d/b/a eLEC Communications, Inc.	BellSouth	Interconnection	04/28/2000	05/15/2000	07/06/2000	01/12/2001	01/18/2001	01/18/2001
	00263-AR	Agreement	ET Telephone, Inc.	BellSouth	Resale	01/12/2001	01/18/2001				01/16/2001
		Tariff Only	Everest Broadband Networks of Kentucky, Inc.		Tariff Only			12/20/2000			01/19/2001
1999-004	00259-AR	Agreement	Excelink Communications, Inc.	BellSouth	Resale	01/06/1999	03/18/1999		01/12/2001	01/18/2001	01/18/2001
1998-538	00125-AM	Agreement	Express Connection	BellSouth	Resale	10/15/1998	11/19/1998		07/26/2000	07/28/2000	08/01/2000
2000-188		Agreement	Express Paging, Inc.	BellSouth	Resale	04/21/2000	05/12/2000				05/12/2000
1998-239		Agreement	Express Phone Company aka Local Phone Service Company	BellSouth	Resale	04/28/1998	05/14/1998		05/28/1998	07/09/1998	
2000-076		Agreement	Express Phone Service, Inc.	BellSouth	Resale	02/15/2000	04/03/2000				04/04/2000
1998-018	00082-AM	Agreement	Express Telecommunications, Inc.	BellSouth	Resale	01/06/1998	02/04/1998	12/23/1998	06/16/2000	06/19/2000	06/20/2000
2000-269	00008-AR	Agreement	Express Telecommunications, Inc.	Verizon South	Resale	05/03/2000	06/06/2000	12/23/1998			06/07/2000
1998-325	00203-AM	Agreement	Express Title Financial Corp dba Express Telephone Service	BellSouth	Resale	06/18/1998	07/30/1998		10/13/2000	10/18/2000	12/06/2000
	00267-AM	Application	EZ Phone, Inc.	ALLTEL	Resale	01/19/2001	02/01/2001	11/18/1997	04/11/2001	04/18/2001	04/18/2001
1997-475		Agreement	EZ Phone, Inc.	Verizon South	Resale	11/24/1997	12/19/1997	11/18/1997	03/31/1999	06/01/1999	01/30/2001
1997-266		Agreement	EZ Phone, Inc.	BellSouth	Resale	08/22/1997	11/18/1997	11/18/1997	12/08/1999	01/07/2000	01/30/2001
1998-045	00128-AM	Agreement	EZ Talk Communications, LLC	BellSouth	Resale	01/22/1998	03/10/1998	06/18/1998	07/26/2000	07/28/2000	04/05/2001
1998-415		Agreement	EZ Talk Communications, LLC	Verizon South	Interconnection	08/06/1998	09/18/1998	06/18/1998			04/05/2001
1998-405	00171-AR	Agreement	EZ Telephone, Inc. d/b/a ET Home Phone	BellSouth	Resale	07/29/1998	09/17/1998		09/01/2000		09/05/2000



1998-118	Agreement	EZ-Connect, Inc.	BellSouth	Resale		03/04/1998	03/19/1998	06/18/1998	07/09/1998	Inactive	12/11/2000
1998-336	Agreement	EZ-Tel Communications	BellSouth	Resale		06/23/1998	08/03/1998	06/10/1998			
1998-334	Agreement	EZ-Tel Communications	Verizon South	Interconnection		06/23/1998	08/03/1998	06/10/1998		Revoked 5/3/00	05/09/2000
1998-342	Agreement	EZ-Tel Communications	Cincinnati Bell	Interconnection		06/26/1998	07/14/1998	06/10/1998			
2000-014	Agreement	Fair Financial LLC d/b/a MidState Telecommunications	BellSouth	Resale		01/10/2000	02/10/2000	02/17/2000			02/08/2001
2000-126	Agreement	FairPoint Communications Solutions Corp.	BellSouth	Interconnection		03/16/2000	04/06/2000	02/11/2000	08/08/2000		04/02/2001
1997-379	Agreement	Fast Connections	BellSouth	Resale		09/05/1997	10/10/1997				
1998-382	Agreement	Fast Phones, Inc.	BellSouth	Resale		07/20/1998	09/16/1998		03/19/2001		03/26/2001
1998-428	Agreement	Federal Transtel, Inc.	BellSouth	Resale		08/18/1998	09/24/1998	02/28/2000	10/15/1998		04/12/2000
1997-103	Agreement	FiberSouth, Inc.	BellSouth	Interconnection		03/03/1997	04/09/1997				
2000-111	Agreement	Financial Solution Buyers Network	BellSouth	Resale		03/06/2000	04/04/2000				04/06/2000
1999-470	Agreement	First Advantage Telecomm, Inc.	BellSouth	Resale		11/17/1999	12/30/1999				12/30/1999
2000-102	Agreement	First Choice Communications, LLC	Verizon South	Resale		02/29/2000	04/04/2000	04/23/2000			04/26/2000
1999-021	Agreement	First Choice Local Communications	BellSouth	Resale		01/19/1999	03/30/1999				
	Tariff Only	First Choice Technologies, Inc.		Tariff Only				04/23/2000			05/11/2000
1998-328	Agreement	First Touch, Inc.	BellSouth	Resale		06/18/1998	07/30/1998		03/12/1999	04/23/1999	
1997-416	Agreement	Flatel Company	BellSouth	Resale		09/30/1997	11/20/1997		11/08/2000	11/20/2000	11/21/2000
1999-022	Agreement	Florida Public Telecommunications Association, Inc.	BellSouth	Resale		01/19/1999					
1997-414	Agreement	Florida Telephone Services, LLC, fka Digicall	BellSouth	Resale		09/30/1997	12/05/1997		05/20/1998	07/28/1998	
	Agreement	Focal Communications Corporation	BellSouth	Interconnections		03/26/2001	03/27/2001			Withdrawn - 4/3/01	04/03/2001
1998-510	Proprietary	Foothills Rural Telephone Co-Op	BellSouth	Calling Name Delivery Services		09/28/1998	12/21/1998				

00018-AC	Agreement	FPL FiberNet, LLC	BellSouth	Collocation	05/11/2000	05/22/2000				05/23/2000
1999-443	Agreement	Frankfort Electric and Water Plant Board	BellSouth	Interconnection	11/24/1999	04/19/2000		04/12/2000		04/23/2001
00245-AI	Agreement	Frontier Communications of America, Inc.	BellSouth	Interconnection	12/14/2000	12/19/2000				04/18/2001
1999-152	Agreement	Frontier Local Service, Inc.	Cincinnati Bell	Interconnection	04/13/1999	06/24/1999				
1999-126	Agreement	Frontier Local Service, Inc.	BellSouth	Interconnection	04/01/1999	06/01/1999		01/10/2000	03/06/2000	03/09/2000
1997-370	Agreement	Frontier Telemanagement, Inc.	BellSouth	Resale	08/25/1997	10/10/1997	05/13/1998			
1998-297	Agreement	Frontier Telemanagement, Inc.	Cincinnati Bell	Interconnection	06/01/1998	07/10/1998	05/13/1998			
00033-AM	Agreement	Fuzion Wireless Communications, Inc.	BellSouth	Interconnection	05/15/2000	05/22/2000		03/26/2001	03/27/2001	03/28/2001
2000-183	Agreement	Gabriel Communications of Kentucky	Cincinnati Bell	Interconnection	04/19/2000	05/15/2000				05/15/2000
2000-205	Agreement	Gabriel Communications of Kentucky	Verizon South	Interconnection	04/28/2000	05/15/2000				05/15/2000
00011-AI	Agreement	Gabriel Communications of Kentucky	BellSouth	Interconnection	05/08/2000	05/22/2000				05/23/2000
00076-AR	Agreement	Ganoco, Inc. d/b/a American Dial Tone, Inc.	BellSouth	Resale	06/15/2000	06/19/2000				06/20/2000
1997-482	Agreement	Georgia National Acceptance Corp DBA First Tel	BellSouth	Resale	11/26/1997	12/19/1997		04/17/2000	05/12/2000	05/12/2000
2000-099	Agreement	Georgia Telephone Services, Inc.	BellSouth	Resale	03/01/2000	04/04/2000				04/06/2000
1998-208	Agreement	Get Connected, Inc.	BellSouth	Resale	12/17/1998	03/11/1999		05/27/1999	07/22/1999	
2000-104	Agreement	Gietel, Inc.	BellSouth	Interconnection	03/01/2000	05/09/2000	01/03/2000			04/25/2001
1999-318	Agreement	Gietel, Inc. d/b/a Crescent Telephone Company	Verizon South	Interconnection	07/27/1999	08/26/1999	10/02/1998			10/16/2000
1998-553	Agreement	Gietel, Inc. d/b/a Crescent Telephone Company	BellSouth	Interconnection	11/03/1998	12/10/1998	10/02/1998	01/06/1999	03/18/1999	10/16/2000
1999-008	Agreement	Global Communications, Inc.	BellSouth	Resale	01/07/1999	03/18/1999				
1998-407	Agreement	Global Connection Inc. of Kentucky	BellSouth	Resale	08/03/1998	09/18/1998	09/20/1999	03/17/2000	04/06/2000	04/07/2000
00023-AM	Agreement	Global Crossing Local Services, Inc.	BellSouth	Interconnection	05/15/2000	05/22/2000	04/02/2000	12/04/2000	12/19/2000	12/20/2000

1999-351	Agreement	Global Interactive Communications Corporation	BellSouth	Resale	08/19/1999	10/20/1999		10/08/1999			11/04/1999
1999-043	Agreement	Global Naps South, Inc.	BellSouth	Interconnection	02/03/1999	03/30/1999		08/27/1999	12/15/1999	Dismissed	12/16/1999
00228-AR	Agreement	Global TeleLink Services, Inc.	BellSouth	Resale	11/22/2000	11/28/2000	07/17/2000				03/02/2001
1999-190	Agreement	Globe Telecommunications, Inc.	BellSouth	Interconnection	05/06/1999	07/19/1999					
1998-242	Agreement	GNet Telecom, Inc.	BellSouth	Interconnection	04/28/1998	07/22/1998		02/16/2000	04/03/2000		04/04/2000
1998-199	Agreement	Go-Comm, Inc.	BellSouth	Resale	04/23/1998	05/07/1998		12/04/2000	12/19/2000		12/20/2000
1998-047	Agreement	Golden Financial & Communications Systems, LLC	BellSouth	Resale	12/17/1998	01/26/1999		06/04/1999	08/16/1999		
00262-AM	Agreement	Grande Communications Networks, Inc.	BellSouth	Interconnection	01/12/2001	01/26/2001		01/25/2001	01/26/2001		01/29/2001
1999-227	Agreement	GS Communications, Inc. d/b/a Beep 'n Talk	BellSouth	Resale	06/04/1999	08/16/1999	07/01/1999	06/08/2000	06/09/2000		04/25/2001
1999-273	Agreement	GS Communications, Inc. d/b/a Beep 'n Talk	Verizon South	Interconnection	06/28/1999	08/24/1999	07/01/1999				04/25/2001
1999-226	Agreement	GS Communications, Inc. d/b/a Beep 'n Talk	Cincinnati Bell	Resale	06/04/1999	08/16/1999	07/01/1999				04/25/2001
1997-146	Agreement	GTE Mobinet dba Kentucky RSA #1 Partnership	BellSouth	Interconnection	03/26/1997	04/16/1997	04/16/1997	01/22/1998	03/09/1998		
1997-148	Agreement	GTE Mobinet of Clarksville	BellSouth	Interconnection	03/26/1997	04/16/1997	04/16/1997	01/22/1998	03/09/1998		
1998-014	Agreement	GTE Mobinet of Clarksville	BellSouth	Interconnection	12/15/1998						
1997-147	Agreement	GTE Wireless of the Midwest (Was: Indiana)	BellSouth	Interconnection	03/26/1997	04/16/1997	04/16/1997	01/22/1998	03/09/1998		
1997-149	Agreement	GTE Wireless of the South (Was: Kentucky)	BellSouth	Interconnection	03/19/1997	04/16/1997	04/16/1997	01/22/1998	03/09/1998		
1998-014	Agreement	GTE Wireless, Inc.	BellSouth	Interconnection	12/15/1998	01/27/1999					
1997-393	Agreement	Guarantel	BellSouth	Resale	09/11/1997	10/13/1997				Inactive	12/12/2000
00037-AI	Agreement	Gulf Coast Communications, Inc.	Verizon South	Interconnection	05/16/2000	05/22/2000					05/23/2000
2000-050	Agreement	Gulf Coast Communications, Inc.	BellSouth	Resale	01/27/2000	03/06/2000		10/25/2000	10/27/2000		10/27/2000

	00234-AR	Agreement	Gulf Coast States Telecommunications, Inc.	BellSouth	Resale	12/04/2000	12/19/2000				12/20/2000
1999-145		Agreement	GulfPines Communications, LLC	BellSouth	Interconnection	04/12/1999	06/23/1999				
1999-272		Agreement	Health Management Systems, Inc.	BellSouth	Interconnection	06/28/1999	08/24/1999		02/11/2000	04/03/2000	04/04/2000
1999-272		Agreement	Healthcare Liability Management Corporation d/b/a Fibre Channel Networks, Inc.	BellSouth	Interconnection	06/28/1999	08/24/1999		02/11/2000		03/10/2000
1998-618	00191-AR	Tariff Only Agreement	Her-Kel Investments, Inc.	BellSouth	Tariff Only Resale	11/25/1998	01/21/1999	05/13/2000		09/22/2000	05/11/2000
1999-128		Agreement	Home Phone Service, Inc.	BellSouth	Interconnection	04/01/1999	06/01/1999		05/18/1999	06/01/1999	03/06/2001
	00062-AI	Agreement	Hopkinsville Electric System	BellSouth	Interconnection	06/08/2000	06/09/2000				06/13/2000
1997-449		Agreement	Horizon Personal Communications	Verizon South	Interconnection	11/11/1997	01/15/1998	01/15/1998			04/30/2001
1998-585		Agreement	HTC Communications, Inc.	BellSouth	Interconnection	11/09/1998	12/10/1998				
1997-410	00031-AM	Agreement	HTR&L Enterprises, Inc.	BellSouth	Resale	09/30/1997	11/19/1997	08/07/1999		05/15/2000	05/22/2000
1998-192		Agreement	Hyperion Telecommunications of Florida	BellSouth	Interconnection	04/23/1998	05/07/1998			Withdrawn	
1999-215		Agreement	i-Net Communications, Inc.	BellSouth	Interconnection	05/27/1999	08/06/1999				
2000-363	00054-AI	Agreement	ICG Telecom Group	Cincinnati Bell	Interconnection	06/06/2000	07/24/2000	06/03/1997		06/21/2000	07/25/2000
1997-042		Agreement	ICG Telecom Group	Cincinnati Bell	Interconnection	01/28/1997	05/21/1997	06/03/1997		06/01/1998	06/06/2000
1997-099		Agreement	ICG Telecom Group	BellSouth	Interconnection	03/03/1997	04/09/1997	06/03/1997		05/06/1998	06/06/2000
1997-040		Agreement	ICG Telecom Group	Verizon South	Interconnection	01/28/1997	04/08/1997	06/03/1997			06/06/2000
1999-218		Agreement	ICG Telecom Group	BellSouth	Interconnection	05/27/1999	03/02/2000	06/03/1997		04/17/2000	03/19/2001
2000-024	00123-AM	Agreement	iConnect Corporation	BellSouth	Interconnection	01/14/2000	02/17/2000			10/11/2000	10/13/2000
2001-003		Application	IDS Telecom LLC	BellSouth	Resale	01/05/2001		09/06/2000			02/15/2001
1997-451	00003-AM	Agreement	IDS Telecom LLC	BellSouth	Resale	11/12/1997	02/10/1998	09/06/2000		12/13/2000	02/15/2001

1998-191	00021-AM	Agreement	IG2, Inc.	BellSouth	Interconnection	04/23/1998	05/07/1998	07/12/1999	05/12/2000	05/22/2000		02/23/2001
1999-014		Agreement	Image Access, Inc. d/b/a New Phone	Verizon South	Resale	01/13/1999	04/13/1999	07/22/1998				04/06/2001
1998-270	00026-AM	Agreement	Image Access, Inc. d/b/a New Phone	BellSouth	Resale	05/18/1998	07/23/1998	07/22/1998	06/14/2000	06/15/2000		04/06/2001
	00255-AI	Agreement	Inter-Mountain Cable, Inc.	TDS Telecom (etail)	Interconnection	01/08/2001	01/12/2001					01/17/2001
1999-249		Agreement	Inter-Mountain Cable, Inc. d/b/a Mikrotec Communications	Verizon South	Interconnection	06/14/1999	08/23/1999	06/24/1999				
1999-256	00126-AM	Agreement	Inter-Mountain Cable, Inc. d/b/a Mikrotec Communications	BellSouth	Interconnection	06/17/1999	09/08/1999	06/24/1999	07/26/2000	07/28/2000		07/28/2000
1998-231		Agreement	Inter-World Communications, Inc.	BellSouth	Resale	04/27/1998	07/17/1998		11/13/1998	01/20/1999		
1999-506		Agreement	InterCept Communications Technologies, Inc.	BellSouth	Resale	12/20/1999	02/11/2000					02/12/2000
	00089-AI	Agreement	Intercontinental Communications Group d/b/a Fusion Telecom	BellSouth	Interconnection	06/16/2000	06/19/2000					03/19/2001
1999-229		Agreement	Interlink Network Resources, Inc.	BellSouth	Resale	06/04/1999	08/20/1999					
1997-332		Agreement	Interlink Telecommunications, Inc.	BellSouth	Resale (Prepaid)	08/07/1997	11/18/1997		11/13/2000	11/28/2000	Termination of Agreement - 11/13/00	12/04/2000
1998-608		Agreement	Intermedia Communications, Inc.	BellSouth	Interconnection	11/19/1998	04/22/1999	07/04/1998				09/30/2000
1999-499		Agreement	Intermedia Communications, Inc.	BellSouth	Interconnection	12/08/1999	03/31/2000		02/16/2000	03/31/2000		09/30/2000
1998-379		Agreement	Intermedia Communications, Inc.	Cincinnati Bell	Interconnection	07/20/1998	09/14/1998	07/04/1998				09/30/2000
1996-300		Agreement	Intermedia Communications, Inc.	BellSouth	Interconnection	06/27/1996	09/25/1996	07/04/1998	10/13/1999	11/24/1999		09/30/2000
	00112-AI	Agreement	International Web Technologies, Inc.	BellSouth	Interconnection	07/19/2000	07/24/2000					07/19/2000
1999-306		Agreement	Internet Service 2000 and Pagers	BellSouth	Interconnection	07/13/1999	10/04/1999				Withdrawn	10/04/1999
1998-234		Agreement	Interstate Telephone Group	BellSouth	Interconnection	04/27/1998	05/14/1998		04/07/1999			
	00193-AM	Agreement	Inteltech, L.C.	BellSouth	Interconnection	09/22/2000	10/09/2000		03/26/2001	03/27/2001		03/28/2001

1999-367	00107-AM	Agreement	IntraLEC, Inc.	BellSouth	Interconnection	09/01/1999	10/27/1999		07/19/2000		07/19/2000
		Tariff Only	IPVoice Communications, Inc.		Tariff Only			08/06/2000			02/15/2001
1999-172		Agreement	IXC Communications Services, Inc.	Annex	Master Service Agreement	04/23/1999				Withdrawn	
1999-333		Agreement	Jake and Associates, Inc.	BellSouth	Resale	08/04/1999	10/14/1999				10/14/1999
1999-231		Agreement	Janice Fendley	BellSouth	Resale	06/04/1999	08/20/1999				
2000-145		Agreement	JATO Operating Two Corp.	Verizon South	Interconnection	03/14/2000	04/24/2000	07/30/1999			10/16/2000
	00099-AI	Agreement	JATO Operating Two Corp.	Cincinnati Bell	Interconnection	06/22/2000	06/29/2000	07/30/1999			10/16/2000
1999-366	00085-AM	Agreement	JATO Operating Two Corp.	BellSouth	Interconnection	09/01/1999	10/28/1999	07/30/1999	06/16/2000		10/16/2000
1998-233		Agreement	JETCOM, Inc.	BellSouth	Resale	04/27/1998	07/22/1998		11/16/1998	01/21/1999	
1999-188	00275-AM	Agreement	Jiapuhn, Inc. d/b/a Vi-Telco	BellSouth	Resale	05/06/1999	07/19/1999	05/07/2000	04/24/2001	04/27/2001	05/01/2001
	00220-AR	Agreement	Jiapuhn, Inc. d/b/a Vi-Telco	Cincinnati Bell	Resale	11/06/2000	11/20/2000	05/07/2000			04/30/2001
2000-377	00316-AR	Agreement	Jiapuhn, Inc. d/b/a Vi-Telco	ALLTEL	Resale	08/01/2000	10/26/2000	05/07/2000	04/12/2001	04/18/2001	04/30/2001
1998-385	00154-AI	Agreement	JTC Communications	BellSouth	Resale	07/22/1998	09/17/1998	03/25/1999	08/18/2000	08/25/2000	02/20/2001
1999-120		Agreement	JTC Communications	Cincinnati Bell	Interconnection	03/26/1999	06/01/1999	03/25/1999			02/20/2001
1999-033		Agreement	JTC Communications	Verizon South	Interconnection	01/27/1999	04/13/1999	03/25/1999			02/20/2001
	00214-AR	Agreement	Kancharla Corporation	BellSouth	Resale	10/25/2000	10/27/2000				10/27/2000
1997-100		Agreement	Kentucky CGSA d/b/a BellSouth Cellular Corp	BellSouth	Interconnection	03/03/1997	04/09/1997	04/09/1997	12/18/1997	02/12/1998	
1999-213		Agreement	King Tel, Inc.	BellSouth	Interconnection	05/27/1999	08/05/1999				
1997-500	00025-AM	Agreement	KMC Telecom Holdings, Inc.	BellSouth	Interconnection	12/10/1997	01/15/1998		04/03/2001	04/12/2001	04/16/2001
1998-168		Agreement	KMC Telecom II, Inc.	BellSouth	Interconnection	04/06/1998	05/01/1998		02/03/1999	03/30/1999	
	00153-AI	Agreement	KMC Telecom IV, Inc.	Verizon South	Interconnection	08/16/2000	08/25/2000	03/30/2000			02/15/2001
		Tariff Only	KMC Telecom V, Inc.		Tariff Only						01/29/2001

1998-236	00252-AI	Agreement	Knology of Kentucky, Inc.	BellSouth	Interconnection	04/28/1998	07/22/1998	03/10/2000	01/03/2001	01/08/2001		01/09/2001
1997-089		Agreement	LCI International Telecom d/b/a Qwest Communications Services	BellSouth	Resale	02/25/1997	04/08/1997	01/29/1999	05/27/1998	07/28/1998		04/02/2001
1998-046	00127-AM	Agreement	LDD, Inc.	BellSouth	Resale	01/22/1998	03/10/1998	08/01/1998	07/26/2000	07/28/2000		07/28/2000
1998-152		Agreement	LEC Unwired, L.L.C.	BellSouth	Interconnection	03/31/1998	04/29/1998		08/17/1999	10/20/1999		10/20/1999
1997-466		Agreement	LEC-Link (Jerry Laquiere)	BellSouth	Resale	11/19/1997	02/13/1998	06/01/1998	11/10/1999	12/09/1999	Withdrawn	01/10/2000
	00219-AI	Agreement	LecStar Telecom Services, Inc. f/k/a Empire Telecom Services, Inc.	Verizon South	Interconnection	11/01/2000	11/20/2000	12/08/1999				03/16/2001
	00063-AI	Agreement	LecStar Telecom Services, Inc. f/k/a Empire Telecom Services, Inc.	BellSouth	Interconnection	06/08/2000	06/09/2000	12/08/1999				03/16/2001
1998-138	00024-AM	Agreement	Level 3 Communications, LLC	BellSouth	Collocation	03/20/1998	04/08/1998	04/02/1999				03/26/2001
2000-404		Application	Level 3 Communications, LLC	BellSouth	Collocation	08/04/2000	03/14/2001	04/02/1999	04/03/2001	04/23/2001		04/26/2001
1999-392	00050-AM	Agreement	LightNetworks, Inc.	BellSouth	Interconnection	09/20/1999	11/15/1999	02/28/2000	05/26/2000	06/01/2000	Withdrawn	01/06/2001
1998-389	00258-AR	Agreement	Lightning Communications, Inc.	BellSouth	Resale	07/22/1998	09/17/1998		01/12/2001	01/18/2001		01/18/2001
1996-600	00142-AM	Agreement	Lightyear Communications, Inc.	BellSouth	Interconnection	12/06/1996	02/05/1997	05/17/1998	09/22/2000	10/09/2000		10/10/2000
	00314-AI	Agreement	Lightyear Communications, Inc.	Verizon South	Interconnection	04/05/2001	04/10/2001	05/17/1998				04/13/2001
1998-601		Agreement	Local Telecom Service, LLC	BellSouth	Resale	11/16/1998	12/15/1998					
1999-223		Agreement	LogicSouth, Inc.	BellSouth	Resale	06/01/1999	08/06/1999		12/02/1999	12/30/1999		12/30/1999
1997-272		Agreement	Louisville Lightwave d/b/a Lexington Lightwave	Verizon South	Interconnection	06/25/1997	07/16/1997	06/20/1997				
1997-525		Agreement	Louisville Lightwave LP	Ameritech	Compensation Agreement	12/18/1997	02/13/1998					
	00156-AM	Agreement	LS-One, Inc	BellSouth	Interconnection	08/18/2000	08/23/2000		04/03/2001	04/10/2001		04/13/2001
	00287-AR	Agreement	LTS of Rocky Mount, LLC	BellSouth	Resale	02/23/2001	03/01/2001					03/05/2001
		Tariff Only	Lyxom, Inc.		Tariff Only			09/04/2000				12/07/2000
1999-006	00239-AI	Agreement	Madison River Communications, LLC	BellSouth	Interconnection	01/06/1999	03/29/1999		12/13/2000	12/19/2000		03/01/2001

1999-279	Agreement	Main Telecom	BellSouth	Interconnection	07/01/1999	08/25/1999				
00248-AR	Agreement	Mainstream Communications, LLC d/b/a Mainstream New Media	BellSouth	Resale	12/27/2000	01/08/2001				01/09/2001
1998-315	Tariff Only Agreement	Maverix.net, Inc. Max-Tel Communications, Inc.	Verizon South	Tariff Only Interconnection	06/12/1998	07/28/1998	05/14/2000	03/02/1998		05/25/2000 03/01/2001
1997-480	Agreement	Max-Tel Communications, Inc.	BellSouth	Resale	11/26/1997	12/19/1997	03/02/1998	03/31/2000	05/08/2000	03/01/2001
00028-AM	Agreement	Maxcess, Inc.	BellSouth	Interconnection	05/15/2000	05/22/2000	04/08/2000	10/13/2000	10/18/2000	03/26/2001
2000-012	Agreement	MCI Worldcom Communications	BellSouth	Collocation	01/10/2000	02/15/2000				04/26/2001
1997-499	Agreement	MCI Worldcom Network Services, Inc.	BellSouth	Resale	12/10/1997	01/15/1998		03/02/1998	04/03/1998	Expired 04/26/2001
1996-440	Agreement	MCIMetro Access Transmission Services	Verizon South	Resale	09/10/1996	12/23/1996	01/10/1998		03/28/2000	03/29/2000
00038-AM	Agreement	MCIMetro Access Transmission Services	BellSouth	Resale	09/03/1996	12/20/1996	01/10/1998	05/19/2000	06/01/2000	06/07/2000
1999-431	Agreement	MCIMetro Access Transmission Services	Cincinnati Bell	Resale	12/17/1999	03/16/2000	01/10/1998			03/17/2000
1997-511	Agreement	MCIMetro Access Transmission Services	Cincinnati Bell	Resale	11/21/1997	12/19/1997	01/10/1998			
1997-472	Tariff Only Agreement	Megsinet-CLEC, Inc.	BellSouth	Tariff Only Resale	09/30/1997	11/19/1997	02/12/1999		12/08/1999	02/11/2000
1999-411	Agreement	MET Communications	BellSouth	Resale	09/30/1997	11/19/1997				
1999-453	Agreement	Metrocall, Inc.	BellSouth	Interconnection	11/10/1999	12/10/1999				12/10/1999
2000-098	Agreement	Metrolink Internet Services of Port Saint Lucie Inc.	BellSouth	Interconnection	03/01/2000	04/05/2000				04/06/2000
1999-216	Agreement	Metromedia Fiber Network Services, Inc.	BellSouth	Interconnection	05/27/1999	08/06/1999	07/15/2000	01/10/2000	03/06/2000	03/30/2001
00225-AI	Agreement	Metropolitan Telecommunications of Kentucky d/b/a MetTel	BellSouth	Interconnection	11/08/2000	11/20/2000	01/11/2001			01/19/2001
00261-AR	Agreement	Mexi Tels Communications	BellSouth	Resale	01/12/2001	01/18/2001				01/18/2001
1998-241	Agreement	MicroSun Telecommunications, Inc.	BellSouth	Resale	04/28/1998	05/14/1998		06/09/2000	06/09/2000	12/11/2000
1998-286	Agreement	Mid Atlantic Telephone Company	BellSouth	Resale	05/27/1998	07/10/1998		08/31/2000	09/06/2000	09/07/2000



00235-AR	Agreement	Midwestern Telecommunications, Inc.	BellSouth	Resale	12/04/2000	12/19/2000				12/20/2000
00230-AR	Agreement	Miracle Communications	BellSouth	Resale	11/22/2000	11/28/2000				12/04/2000
1997-335	Agreement	Mobile Communications, Inc.	Verizon South	Interconnection	07/21/1997	10/15/1997				
00064-AM	Agreement	Momentum Business Solutions, Inc.	BellSouth	Interconnection	06/08/2000	06/09/2000			09/15/2000	09/20/2000
1998-050	Agreement	Momentum Telecom, Inc.	BellSouth	Resale	01/22/1998	03/10/1998			05/18/1999	07/21/1999
00068-AI	Agreement	Money To Go, Inc. d/b/a MTG Phone Service	BellSouth	Interconnection	06/14/2000	06/15/2000				11/08/2000
00150-AR	Agreement	Moses Communications, Inc.	BellSouth	Resale	08/08/2000	08/09/2000				12/22/2000
1998-517	Agreement	Mountaineer Cellular General Partnership	Verizon South	Interconnection	10/06/1998	11/19/1998				
1998-386	Agreement	Mountaineer Cellular General Partnership	BellSouth	Interconnection	07/22/1998	09/17/1998				
00117-AM	Agreement	Mpower Communications Corporation	BellSouth	Interconnection	07/21/2000	07/24/2000			03/19/2001	03/21/2001
00289-AP	Agreement	Multipage, Inc.	BellSouth	Paging	03/13/2001	03/14/2001				03/26/2001
00066-AI	Agreement	MX.com Communications, Inc.	BellSouth	Interconnection	06/14/2000	06/15/2000				03/14/2001
2000-057	Agreement	My-Tel, Inc.	BellSouth	Resale	02/07/2000	04/03/2000				03/13/2001
2000-187	Agreement	NA Communications, Inc.	BellSouth	Interconnection	04/21/2000	05/12/2000			01/12/2001	01/31/2001
1999-316	Agreement	National Phone Corporation	BellSouth	Interconnection	07/26/1999	10/06/1999			Withdrawn	10/06/1999
1998-238	Agreement	National Tel	BellSouth	Interconnection	04/28/1998	07/22/1998			10/15/1998	12/08/1998
00210-AR	Agreement	National Telecom, LLC	BellSouth	Resale	10/13/2000	10/18/2000				03/13/2001
1999-164	Agreement	NationNET Communications Corporation	BellSouth	Interconnection	04/19/1999	07/07/1999			08/04/1999	12/11/2000
1999-062	Agreement	Nationslink Communications, Inc.	BellSouth	Interconnection	02/19/1999	04/09/1999			02/23/2001	03/05/2001
1998-335	Agreement	Navigator Telecommunications, LLC	BellSouth	Interconnection	06/23/1998	08/03/1998			04/24/2001	05/01/2001
1998-603	Agreement	Navigator Telecommunications, LLC	Verizon South	Interconnection	11/12/1998	12/15/1998			12/09/1998	04/27/2001
1998-271	Agreement	Net-Tel Corporation	BellSouth	Interconnection	05/18/1998	07/23/1998			07/21/2000	11/13/2000

1998-220	00067-AI	Agreement	Net2000 Communications Services, Inc.	BellSouth	Interconnection	06/14/2000	06/15/2000						06/16/2000
1999-490		Agreement	NetTel, Inc. d/b/a TEL3	BellSouth	Resale	04/24/1998	05/14/1998				10/08/1999	11/22/1999	11/23/1999
1999-163		Agreement	Network Access Solutions Corp	Verizon South	Interconnection	12/08/1999	01/11/2000	08/01/1999					03/12/2001
1997-479	00221-AM	Agreement	Network Access Solutions Corp	BellSouth	Interconnection	04/19/1999	07/07/1999	08/01/1999			04/24/2001	04/27/2001	05/01/2001
1998-094	00140-AM	Agreement	Network One, Inc.	BellSouth	Resale	11/26/1997	12/19/1997				11/08/2000	11/20/2000	11/21/2000
2000-178	00071-AM	Agreement	Network Telephone Corporation	BellSouth	Interconnection	02/19/1998	03/17/1998	06/19/1998			01/12/2001	01/16/2001	01/18/2001
		Agreement	Network Telephone Corporation	Verizon South	Interconnection	04/18/2000	04/24/2000	06/19/1998					04/25/2000
		Tariff Only	Networks City		Tariff Only			05/03/2001					04/22/2001
		Tariff Only	New Access Communications LLC		Tariff Only			10/23/2000					02/15/2001
1999-189		Agreement	New Age Phone Service	BellSouth	Resale	05/06/1999	07/19/1999						
		Tariff Only	New Connect, Inc.		Tariff Only			01/20/2001					
00307-AR		Agreement	New Dimension Communications, Inc. d/b/a Fast Phones	BellSouth	Resale	03/26/2001	03/27/2001						02/15/2001
													03/28/2001
1999-457	00053-AI	Agreement	New Edge Network, Inc. d/b/a New Edge Networks	Verizon South	Interconnection	06/06/2000	07/06/2000	09/23/1999					03/26/2001
1998-250	00042-AM	Agreement	New Edge Network, Inc. d/b/a New Edge Networks	BellSouth	Interconnection	11/10/1999	12/14/1999	09/23/1999			09/22/2000	10/09/2000	03/26/2001
		Agreement	New Millennium Communications Corporation	BellSouth	Interconnection	05/06/1998	05/20/1998						Cancelled 4/21/2000
1997-104		Agreement	New Par d/b/a Airtouch Cellular	Cincinnati Bell	Interconnection	03/14/1997	04/09/1997	04/09/1997					
		Agreement	NewPath Holdings, Inc.	BellSouth	Interconnection	11/08/2000	11/20/2000	03/09/2000					11/21/2000
1998-230	00208-AM	Agreement	NewSouth Communications, Corp	BellSouth	Interconnection	04/27/1998	05/14/1998	02/28/1999			10/13/2000	10/18/2000	10/18/2000
2000-054		Agreement	NewSouth Communications, Corp	Verizon South	Interconnection	02/03/2000	04/03/2000	02/28/1999					04/04/2000
1999-467		Agreement	Nexstar Communications, Inc.	BellSouth	Resale	11/17/1999	12/30/1999						12/30/1999
1997-269		Agreement	Nextel West Communications, Inc.	Verizon South	Interconnection	06/11/1997	07/16/1997						
1998-622		Agreement	Nextel West Communications, Inc.	Verizon South	Interconnection	11/18/1998	02/16/1999						

1997-344	Agreement	Nextel West Communications, Inc.	BellSouth	Interconnection	07/29/1997	10/13/1997	08/19/1999	10/20/1999	10/20/1999
	Agreement	NEXTLINK Kentucky, Inc.	Cincinnati Bell	Interconnection	09/22/2000	10/12/2000			10/13/2000
	Agreement	Norcom Inc. d/b/a Norwegian Communications	BellSouth	Resale	07/31/2000	08/02/2000	03/14/2001		04/22/2001
1999-487	Agreement	North American Software Association	BellSouth	Paging	12/08/1999	01/05/2000	06/16/2000	06/19/2000	06/20/2000
1998-035	Agreement	North American Telecommunications Corp.	BellSouth	Resale	01/05/1998	02/12/1998	10/13/2000	10/18/2000	12/11/2000
1999-147	Agreement	North American Telephone Network	BellSouth	Resale	04/12/1999	06/21/1999	10/09/1998		
2000-008	Agreement	NorthPoint Communications, Inc.	Cincinnati Bell	Interconnection	01/06/2000	02/11/2000	09/11/1999		02/11/2000
1999-504	Agreement	NorthPoint Communications, Inc.	BellSouth	Interconnection	12/20/1999	02/11/2000	09/11/1999	12/19/2000	12/20/2000
	Tariff Only	NOS Communications d/b/a International Plus		Resale			01/07/2000		03/26/2001
1998-515	Agreement	NOS Communications, Inc.	BellSouth	Resale	10/06/1998	11/19/1998	09/15/2000	09/19/2000	03/26/2001
2000-089	Agreement	NOW Communications, Inc.	BellSouth	Interconnection	02/25/2000	08/16/2000	09/01/1998	04/12/2001	04/16/2001
1998-228	Agreement	NOW Communications, Inc.	BellSouth	Resale	04/27/1998	07/21/1998	09/01/1998	10/19/1998	07/24/2000
1999-406	Agreement	NOW Communications, Inc.	Verizon South	Resale	09/27/1999	10/19/1999	09/01/1998		07/24/2000
1999-428	Agreement	NOW Communications, Inc.	Cincinnati Bell	Resale	10/14/1999	12/14/1999	09/01/1998		07/24/2000
2000-023	Agreement	NPCR, Inc. d/b/a Nextel partners	BellSouth	Interconnection	01/14/2000	02/10/2000			02/11/2000
	Agreement	NPCR, Inc. d/b/a Nextel Partners	South Central	Interconnection	04/27/2001	05/01/2001			05/02/2001
1999-489	Agreement	NPCR, Inc. d/b/a Nextel Partners	Verizon South	Interconnection	10/12/1999	12/14/1999			01/18/2000
2000-456	Agreement	NPCR, Inc. d/b/a Nextel Partners	Brandenburg	Interconnection	09/11/2000	09/19/2000	09/11/2000	10/09/2000	10/09/2000
2001-059	Application	NPCR, Inc. d/b/a Nextel Partners	ALLTEL	Interconnection	03/09/2001	03/19/2001			03/19/2001
	Tariff Only	Ntegrity Telecontent Services, Inc.		Tariff Only					08/25/2000
1997-392	Agreement	Nustar Communications Corp.	BellSouth	Interconnection	09/12/1997	10/15/1997	09/27/1998	03/07/2000	05/15/2000

2000-117	Agreement	Nustar Telephone Company, Inc. d/b/a Televia Communications	BellSouth	Interconnection	08/30/1999	10/26/1999	02/15/2000	05/12/2000		05/12/2000
1998-052	Agreement	NuVox Communications, Inc. f/k/a TrVergent Communications, Inc.	BellSouth	Resale	01/22/1998	03/10/1998	04/10/1998	08/23/2000		04/10/2001
2000-015	Agreement	O1 Communications of Kentucky, LLC	BellSouth	Interconnection	01/10/2000	02/10/2000	01/04/2000			05/01/2001
2000-033	Agreement	Ohio County Networks d/b/a Greater Ohio Valley Communications	BellSouth	Resale	01/21/2000	03/07/2000	02/08/2000			03/05/2001
1998-260	Agreement	Oitronics, Inc.	BellSouth	Interconnection	05/19/2000	05/22/2000				05/23/2000
1997-327	Agreement	Omnical International	BellSouth	Interconnection	12/17/1998					
	Agreement	OmniCall, Inc.	BellSouth	Resale	07/23/1997	10/15/1997	05/25/1998	04/06/2000		04/09/2001
00047-AI	Agreement	Omniplex Communications Group, LLC	Verizon South	Interconnection	05/25/2000	06/15/2000	06/03/1998			08/15/2000
1997-369	Agreement	Omniplex Communications Group, LLC	BellSouth	Resale	08/20/1997	10/10/1997	06/03/1998	04/03/2000		08/22/2000
1998-087	Agreement	One Call Telecom, Telecommunications	BellSouth	Resale	02/13/1998	03/17/1998		09/14/1998		
2000-094	Agreement	One Communications Systems, Inc.	BellSouth	Interconnection	02/28/2000	04/03/2000	12/12/1999	12/19/2000		12/20/2000
1999-507	Agreement	One Communications Systems, Inc.	Verizon South	Interconnection	12/21/1999	03/03/2000	12/12/1999	07/06/2000	Withdrawn	04/22/2001
	Agreement	OneStar Long Distance	BellSouth	Resale	07/26/2000	07/28/2000				04/04/2001
1998-516	Agreement	Optlink Communications, Inc.	BellSouth	Interconnection/Collocation	10/05/1998	11/19/1998		10/18/2000		10/18/2000
1999-340	Agreement	P.V. Tel. L.L.C.	Verizon South	Resale	08/11/1999	11/08/1999	05/27/1999			11/08/1999
1998-147	Agreement	P.V. Tel. L.L.C.	BellSouth	Resale	03/26/1998	04/29/1998	05/27/1999	03/07/2000		03/09/2000
1998-485	Agreement	Page Plus, Inc.	BellSouth	Resale	09/04/1998	10/16/1998		01/22/1999		
2000-030	Agreement	PageMart Wireless, Inc.	BellSouth	Interconnection	01/19/2000	02/15/2000				02/16/2000
1999-456	Agreement	PageNet, Inc.	BellSouth	Paging	11/10/1999	12/14/1999				12/14/1999
1998-494	Agreement	Palm Beach Telephone Company	BellSouth	Interconnection	09/14/1998	10/19/1998		03/17/2000		03/17/2000
	Agreement	Pathnet, Inc.	Verizon South	Collocation	06/30/2000	07/06/2000	02/23/2000			07/07/2000

1999-391	00080-AM	Agreement	Pathnet, Inc.	BellSouth	Collocation				12/04/2000	12/19/2000		12/20/2000
1999-321	00278-AR	Agreement	Personal Paging Systems, Inc.	BellSouth	Resale							02/16/2001
1999-424		Agreement	Phone Home, Inc.	BellSouth	Resale				12/22/1999	01/19/2000		01/20/2000
1998-378		Agreement	Phone Reconnect of America	BellSouth	Resale				12/22/1999	01/19/2000		01/20/2000
1998-021		Agreement	Phone-Link, Inc.	Cincinnati Bell	Resale							03/27/2001
1997-498	00299-AR	Agreement	Phone-Link, Inc.	BellSouth	Interconnection							03/27/2001
	00274-AM	Agreement	Phone-Link, Inc.	BellSouth	Resale				03/19/1998			03/27/2001
1998-213	00265-AI	Agreement	Phone-Link, Inc.	ALLTEL	Resale				04/11/2001			04/17/2001
1998-390	00147-AM	Agreement	Phoneright, LLC	Verizon South	Resale				01/17/2001	01/25/2001		03/27/2001
2000-449		Application	Pilgrim Telephone, Inc.	BellSouth	Resale				08/08/2000	08/09/2000		08/10/2000
1999-385		Agreement	Pilgrim Telephone, Inc.	BellSouth	Interconnection							01/15/2001
	00010-AI	N/A	Pilgrim Telephone, Inc.	Verizon South	Interconnection							05/08/2000
1998-017		Agreement	Pinnacle Telecom f/k/a Advanced Cellular Corporation	BellSouth	Resale				03/16/2000	04/06/2000		04/07/2000
1999-426		Agreement	PlanetLink Communications, Inc.	BellSouth	Resale				11/17/1999	12/14/1999		01/04/2000
		Tariff Only	PNG Telecommunications, Inc. d/b/a PowerNet Global Communications		Tariff Only					02/05/2001		04/03/2001
	00183-AI	Agreement	PointeCom, Inc. d/b/a Telescape Communications	BellSouth	Interconnection				09/15/2000	09/19/2000		09/20/2000
	00229-AR	Agreement	Positive Investments, Inc. d/b/a Reconnection Plus	BellSouth	Resale				11/22/2000	11/28/2000		12/04/2000
1998-414		Agreement	PowerTel/Kentucky, Inc.	Verizon South	Interconnection				08/05/1998	09/18/1998		09/05/2000
1998-037		Agreement	PowerTel/Kentucky, Inc.	ALLTEL	Interconnection				12/14/1998	03/08/1999		09/05/2000
2000-431	00174-AI	Agreement	PowerTel/Kentucky, Inc.	Brandenburg	Interconnection				09/05/2000	09/07/2000		09/30/2000

1997-371	Agreement	Powertel/Kentucky, Inc.	BellSouth	Collocation		08/25/1997	10/10/1997	11/10/1998				09/05/2000
1997-233	Agreement	Powertel/Kentucky, Inc.	BellSouth	Interconnection		05/06/1997	05/20/1997	11/10/1998		10/04/2000		10/06/2000
1998-504	Agreement	Pre-Paid Local Access Phone Service	Verizon South	Resale		09/23/1998	10/19/1998					
1997-345	Agreement	Preferred Carrier Services	BellSouth	Resale		07/29/1997	10/13/1997	12/24/1998		01/16/2001		03/01/2001
1999-015	Agreement	Preferred Carrier Services	Verizon South	Resale		01/13/1999	04/13/1999	12/24/1998		12/28/2000		03/01/2001
1997-413	Agreement	Preferred Payphones	BellSouth	Resale		09/30/1997	11/20/1997					
1999-492	Agreement	Premier Connection, Inc.	BellSouth	Resale		12/08/1999	01/05/2000					01/05/2000
00269-AM	Application	Premiere Network Services, Inc.	BellSouth	Interconnection		01/25/2001	01/26/2001	08/16/2000		03/13/2001		03/14/2001
1997-363	Agreement	Prime Time Long Distance Services, Inc.	BellSouth	Resale		07/30/1997	10/13/1997			09/20/1999		12/11/2000
2000-019	Agreement	Prism Kentucky Operations, LLC	Cincinnati Bell	Interconnection		01/13/2000	02/15/2000	11/26/1999			Withdrawn	01/30/2001
1999-473	Agreement	Prism Kentucky Operations, LLC	BellSouth	Interconnection		11/17/1999	12/30/1999	11/26/1999			Withdrawn	01/30/2001
1999-146	Agreement	Pro Telecom, Inc.	BellSouth	Resale		04/12/1999	06/24/1999			08/17/1999		10/20/1999
00097-AC	Agreement	Progress Telecommunications, Inc.	BellSouth	Collocation		06/21/2000	06/22/2000					06/23/2000
1998-481	Agreement	Progressive Telecommunications Corp.	BellSouth	Interconnection		09/03/1998	10/15/1998			07/26/1999		10/04/1999
1998-311	Agreement	Protecall Services, Inc.	BellSouth	Resale		06/11/1998	07/28/1998					
1998-111	Agreement	Push Button Paging & Communications	BellSouth	Resale		03/02/1998	03/26/1998			07/26/2000		08/01/2000
1998-154	Agreement	Pyramid Communications Services	BellSouth	Resale		03/31/1998	04/29/1998			03/31/2000		04/13/2000
00291-AR	Agreement	Quality Telephone	BellSouth	Resale		03/13/2001	03/14/2001					03/14/2001
00088-AR	Agreement	Quantum Phone Communications, Inc.	BellSouth	Resale		06/16/2000	06/19/2000					06/20/2000
1999-222	Agreement	Quick Connect Telecommunications, Inc.	BellSouth	Resale		06/01/1999					Withdrawn	
1998-086	Agreement	Quick-Tel Communications, Inc.	BellSouth	Resale		02/13/1998	03/17/1998	03/02/1998		03/31/2000		05/09/2000
1998-299	Agreement	Quick-Tel Communications, Inc.	Verizon South	Interconnection		06/01/1998	07/10/1998	03/02/1998				

1997-315	Tariff Only	Quintel Cellular, LLC	Interconnection	07/16/1997	03/16/1998	Withdrawn	06/21/2000
1998-388	Agreement	Quintelco, Inc.	Resale	07/22/1998	09/17/1998	05/31/1998	07/03/2000
00169-AR	Agreement	Qwest Communications Services, Inc.	Resale	08/31/2000	09/06/2000		04/02/2001
2000-204	Agreement	Qwik-Corn Communications, LLC d/b/a Qwik Phone	Resale	04/28/2000	05/12/2000		05/12/2000
1999-023	Agreement	Radiofone, Inc.	Interconnection	01/19/1999	03/30/1999		
1998-383	Agreement	Ram Technologies, Inc.	Paging	07/20/1998	09/16/1998	03/31/2000	05/09/2000
1999-127	Agreement	Rebound Enterprises d/b/a REI Communications	Interconnection	04/01/1999	06/29/1999	05/10/1999	06/29/1999
1999-322	Agreement	Reconnect Services, Inc.	Resale	07/29/1999	10/13/1999		10/13/1999
1999-185	Agreement	Reed Communications, Inc.	Interconnection	05/05/1999	07/19/1999	03/19/2001	03/26/2001
1998-221	Agreement	RGW Communications, Inc.	Resale	04/24/1998	07/17/1998	07/08/1999	
2000-007	Agreement	Rhythms Links, Inc.	Interconnection	01/06/2000	02/11/2000	06/25/1999	04/02/2001
1999-051	Agreement	Rhythms Links, Inc.	Interconnection	02/05/1999	04/07/1999	06/25/1999	04/04/2001
1998-222	Agreement	Robin Hood Telecommunications, Inc.	Resale	04/24/1998	05/14/1998		
1998-484	Agreement	Ruddata Corporation	Interconnection	09/03/1998	10/15/1998	12/20/1998	03/26/2001
00199-AI	Agreement	Sail NetWorks, Inc.	Interconnection	10/11/2000	10/12/2000		10/13/2000
00162-AR	Agreement	Sandhills Telecommunications Group, Inc.	Resale	08/18/2000	08/25/2000		08/25/2000
1998-190	Agreement	Satcom Systems, Inc.	Interconnection	04/23/1998	05/07/1998	12/17/1997	03/17/2000
2000-036	Agreement	Satellink Paging	Paging	01/21/2000	03/08/2000		
2000-055	Agreement	Savannah CLEC Network, Inc. d/b/a Linedrive Communications of Savannah	Interconnection	02/02/2000	04/03/2000	04/24/2001	05/01/2001
00149-AM	Agreement	SBC Telecom, Inc.	Interconnection	08/08/2000	08/09/2000	06/19/2000	04/17/2001

1998-354	Agreement	SCSI, Inc.	BellSouth	Interconnection	07/01/1998	08/03/1998						
00201-AR	Agreement	ServSense.com, Inc.	Verizon	Resale	10/12/2000	10/18/2000	07/20/2000					10/18/2000
00093-AR	Agreement	ServSense.com, Inc.	BellSouth	Resale	06/21/2000	06/22/2000	07/20/2000					08/03/2000
1999-421	Agreement	Seven Bridges Communications, LLC f/k/a EFS, Inc.	BellSouth	Resale	10/08/1999	11/22/1999	06/23/2000	09/19/2000	10/04/2000			10/06/2000
	Tariff Only	Sigma Networks Telecommunications, Inc.		Tariff Only			08/26/2000					12/07/2000
00015-AI	Agreement	Signature Communications, Inc.	BellSouth	Interconnection	05/11/2000	05/22/2000						05/23/2000
1998-353	Agreement	Smart-Tel Communications	BellSouth	Resale	07/01/1998	08/03/1998	07/28/1998	03/26/2001	03/27/2001			04/26/2001
2000-103	Agreement	Source One Communications, Inc.	BellSouth	Resale	03/01/2000	04/04/2000		03/13/2001	03/14/2001			03/14/2001
1998-557	Agreement	SouthEast Telephone, Inc.	Verizon South	Interconnection	11/03/1998	12/15/1998	01/17/1999					03/13/2001
2001-045	Application	SouthEast Telephone, Inc.	BellSouth	Interconnection	02/21/2001		01/17/1999					03/20/2001
00266-AI	Agreement	SouthEast Telephone, Inc.	TDS Telecom (etal)	Interconnection	01/18/2001	01/25/2001						03/13/2001
1996-353	Agreement	SouthEast Telephone, Inc.	BellSouth	Interconnection	07/22/1996	10/16/1996	01/17/1999	07/22/1999	08/19/1999			03/13/2001
00094-AR	Agreement	Southeastern Area Regional Communications, Inc.	BellSouth	Resale	06/21/2000	06/22/2000						06/23/2000
1998-277	Agreement	Southeastern Communications, Inc.	BellSouth	Resale	05/20/1998	07/28/1998		07/26/2000	07/28/2000			08/01/2000
1999-508	Agreement	Southeastern Services, Inc.	BellSouth	Interconnection	12/20/1999	02/11/2000						02/12/2000
1998-229	Agreement	Southern Phon-Reconnek, L.L.C.	BellSouth	Resale	04/27/1998	07/21/1998		10/19/1998	01/13/1999			
00194-AR	Agreement	Southern Telecommunications Company, Inc.	BellSouth	Resale	09/22/2000	10/09/2000						10/10/2000
1998-381	Agreement	Southern Telemanagement Group, Inc.	BellSouth	Resale	07/20/1998	09/16/1998		12/27/2000	01/08/2001			01/09/2001
	Agreement	Southern Telemanagement Group, Inc.	Verizon South	Resale	10/24/2000	10/27/2000						10/27/2000
1999-214	Agreement	Spardi, Inc.	BellSouth	Interconnection	05/27/1999	08/05/1999		02/23/2001	03/01/2001			03/05/2001



1998-269		Agreement	Spartan Debt Services Corporation	BellSouth	Resale		05/18/1998	07/10/1998		04/12/1999	06/14/1999		
1998-198	00124-AM	Agreement	Speedy Reconnect, Inc.	BellSouth	Resale		04/23/1998	05/07/1998		07/26/2000	07/28/2000		08/01/2000
1999-377		Agreement	Spring Board Telecom	BellSouth	Resale		09/07/1999	11/10/1999					11/12/1999
2000-480		Application	Sprint Communications Company, LP	BellSouth	Interconnection		10/25/2000		08/20/1999				11/08/2000
	00285-AI	Agreement	Sprint Communications Company, LP	BellSouth	Cross Connection		02/23/2001	03/01/2001	08/20/1999				03/05/2001
1999-171	00237-AI	Agreement	Sprint Communications Company, LP	Cincinnati Bell	Interconnection		04/23/1999	07/08/1999	08/20/1999	12/06/2000	12/19/2000		12/20/2000
1999-397	00218-AI	Agreement	Sprint Communications Company, LP	Verizon South	Interconnection		09/22/1999	12/21/1999	08/20/1999	10/25/2000	10/27/2000		10/27/2000
	00012-AI	Agreement	Sprint Spectrum, LP Agent for Wirelesco	ALLTEL	Interconnection		05/11/2000	05/22/2000	04/16/1997				05/23/2000
1997-213		Agreement	Sprint Spectrum, LP Agent for Wirelesco	BellSouth	Interconnection		04/21/1997	05/16/1997	05/16/1997				
1997-160		Agreement	Sprint Spectrum, LP Agent for Wirelesco	Verizon South	Interconnection		03/31/1997	04/16/1997	04/16/1997	11/09/1999	12/15/1999		12/15/1999
1997-333		Agreement	Sprint Spectrum, LP dba Sprint PCS	ALLTEL	Interconnection		07/18/1997	10/15/1997	10/15/1997				03/12/2001
1997-077		Agreement	Sprint Spectrum, LP dba Sprint PCS	BellSouth	Interconnection		02/14/1997	03/18/1997	03/18/1997	10/21/1999	12/08/1999		03/12/2001
1998-472		Agreement	Sprintcom, Inc.	Cincinnati Bell	Interconnection/Traffic		08/24/1998	09/24/1998					
1998-175		Agreement	Sprintcom, Inc.	BellSouth	Interconnection/Traffic		12/17/1998	03/11/1999					
	00164-AR	Agreement	State Discount Telephone, LLC	Verizon South	Resale		08/24/2000	08/30/2000	07/02/2000				09/01/2000
	00034-AR	Agreement	State Discount Telephone, LLC	BellSouth	Resale		05/15/2000	05/22/2000	07/02/2000				08/25/2000
1997-288		Agreement	Sterling International Funding d/b/a Reconex	BellSouth	Resale (Prepaid)		06/23/1997	11/18/1997	11/18/1997				
1998-416		Agreement	Sterling International Funding d/b/a Reconex	Verizon South	Interconnection		08/06/1998	09/15/1998	11/18/1997				
1999-186		Agreement	Sun-Tel USA, Inc.	Verizon South	Interconnection		05/06/1999	06/09/1999	04/16/1999				
1999-170		Agreement	Sun-Tel USA, Inc.	Cincinnati Bell	Resale		04/23/1999	07/08/1999	04/16/1999				
1999-187		Agreement	Sun-Tel USA, Inc.	BellSouth	Resale		05/06/1999	06/09/1999	04/16/1999				
1997-447		Agreement	Supra Telecommunications & Information Systems, Inc.	BellSouth	Interconnection		11/12/1997	12/19/1997	08/29/1998	09/20/1999	10/06/1999		03/06/2001

1999-133	Agreement	Supra Telecommunications & Information Systems, Inc.	BellSouth	Interconnection		09/20/1999	08/29/1998		Dismissed	03/06/2001
2000-184	Agreement	Suretel, Inc.	BellSouth	Resale		04/21/2000	05/12/2000			05/12/2000
2000-175	Agreement	Suretel, Inc.	Verizon South	Resale		04/18/2000	05/15/2000			05/15/2000
00200-AI	Agreement	SwiftTel Communications, Inc.	BellSouth	Interconnection		10/11/2000	10/12/2000			10/13/2000
1999-068	Agreement	Talk America	BellSouth	Interconnection		02/26/1999	04/20/1999		Inactive	12/11/2000
1998-312	Agreement	Talk Time Communications, LTD	BellSouth	Resale		06/11/1998	07/28/1998			
1999-257	Agreement	Talk Too Communications	BellSouth	Resale		06/16/1999	08/20/1999	06/10/1999		
	Tariff Only	Talk-USA, Inc.		Tariff Only				05/20/1999		10/14/1999
00098-AI	Agreement	Talk.com Holding Corp.	BellSouth	Interconnection		06/21/2000	06/22/2000	11/27/2000		04/09/2001
2000-010	Agreement	TCG Ohio (Teleport Communications Group)	Cincinnati Bell	Interconnection		01/10/2000	03/21/2000		09/26/2000	10/10/2000
1997-179	Agreement	TCG Ohio (Teleport Communications Group)	BellSouth	Interconnection		05/27/1997	08/21/1997	09/21/1997	10/25/2000	10/27/2000
1999-500	Agreement	Tel West Communications	Verizon South	Resale		12/08/1999	01/05/2000	08/07/1999		04/29/2001
1999-278	Agreement	Tel West Communications	BellSouth	Resale		05/21/1999	07/22/1999	08/07/1999		04/29/2001
1997-406	Agreement	Tel-Link Kentucky, LLC	Verizon South	Interconnection		09/30/1997	11/19/1997	01/01/1999		
1997-218	Agreement	Tel-Link Kentucky, LLC	BellSouth	Resale		04/21/1997	05/23/1997	01/01/1999		
1999-502	Agreement	Tel-Link Kentucky, LLC	BellSouth	Resale		12/01/1999	03/22/2000	01/01/1999		
	Agreement	Tele-Phone Communications, Inc.	BellSouth	Resale		05/19/2000	05/22/2000			05/23/2000
1998-100	Agreement	Tele-Source	BellSouth	Resale		02/19/1998	03/24/1998		03/31/2000	05/09/2000
1998-227	Agreement	Tele-Sys, Inc.	BellSouth	Resale		04/27/1998	07/21/1998		07/26/2000	08/01/2000
1997-483	Agreement	Telebase Network Services	BellSouth	Resale		11/26/1997	12/19/1997			12/09/1999
2000-013	Agreement	Telebeeper, Inc.	BellSouth	Resale		01/10/2000	02/15/2000			02/16/2000
1999-106	Agreement	TeleConex, Inc.	Verizon South	Resale		03/19/1999	05/13/1999	06/06/1998		04/22/2001

1998-219	Agreement	TeleConex, Inc.	BellSouth	Resale		04/24/1998	07/17/1998	06/06/1998	12/22/1999	01/05/2000		04/22/2001
	Agreement	TeleCorp Communications, Inc. d/b/a Sun Com	BellSouth	CMRS		06/21/2000	06/22/2000		09/01/2000	09/07/2000		09/11/2000
	Agreement	TeleCorp Communications, Inc. d/b/a Sun Com	Verizon South	CMRS		12/28/2000	01/05/2001					01/09/2001
1999-110	Agreement	Telepak, Inc.	BellSouth	Interconnection		03/22/1999	05/03/1999		09/20/1999	11/12/1999		11/14/1999
1997-494	Agreement	Telephone Company of Central Florida	BellSouth	Interconnection		12/05/1997	01/15/1998		02/23/2001	03/01/2001		03/05/2001
1999-208	Agreement	Telephone One, Inc.	BellSouth	Resale		05/18/1999	07/21/1999					
	Tariff Only	Telera Communications, Inc.		Tariff Only								08/16/2000
	Tariff Only	Telergy Network Services, Inc.		Tariff Only								01/22/2001
1997-125	Agreement	Telespectrum d/b/a 360 Degrees Communications	Verizon South	Interconnection		03/12/1997	04/16/1997	04/16/1997	03/24/1999	05/20/1999		
2000-127	Agreement	Teletouch Communications, Inc.	BellSouth	Paging		03/16/2000	04/06/2000					04/07/2000
	Agreement	Telcor, Inc.	BellSouth	Interconnection		03/19/2001	03/21/2001					03/28/2001
1998-072	Agreement	Telgent Services, Inc.	BellSouth	Collocation		03/02/1998	03/24/1998	10/19/1998	12/11/1998	01/26/1999		01/06/2001
1999-328	Agreement	Telgent Services, Inc.	Cincinnati Bell	Resale		07/30/1999	10/04/1999	10/19/1998				01/06/2001
	Agreement	TelSon Communications, Inc.	BellSouth	Resale		10/25/2000	10/27/2000	02/11/2001				02/15/2001
1997-436	Agreement	Telstar International, Inc.	BellSouth	Resale		10/23/1997	11/20/1997		12/08/1999	01/11/2000		01/11/2000
1998-201	Agreement	TELTRUST, Inc.	BellSouth	Collocation		04/23/1998	05/07/1998					
	Agreement	Tempest Communications Company	Verizon	Interconnection		09/15/2000	09/19/2000	03/30/2000				09/20/2000
1998-406	Agreement	Tennessee Waste Movers d/b/a East Tennessee Phone Services	BellSouth	Interconnection		07/29/1998	09/18/1998		12/08/1999	01/05/2000		01/06/2000
1999-505	Agreement	Texas Homtel, Inc. d/b/a 877-Ring Again	BellSouth	Resale		12/20/1999	02/11/2000		04/03/2001	04/12/2001		04/16/2001
2000-060	Agreement	The Basico Group, Inc.	BellSouth	Interconnection		02/07/2000	04/03/2000					04/04/2000
1998-144	Agreement	The Inside Edge Communications, Inc.	BellSouth	Resale		03/26/1998	04/29/1998				Inactive	12/22/2000
1998-153	Agreement	The Mobile Phone Company, Inc.	BellSouth	Resale		03/31/1998	04/29/1998		03/31/2000	05/08/2000		05/09/2000

1999-091	00271-AR	Agreement	The Money Place, LLC	BellSouth	Interconnection		03/15/1999	05/03/1999	08/22/1999	01/31/2001	02/01/2001		04/02/2001
1998-165	00207-AM	Agreement	The Other Phone Company d/b/a Access One Communications, Inc.	BellSouth	Resale		04/06/1998	05/01/1998	10/14/1998	12/13/2000	12/19/2000		04/09/2001
1998-300		Agreement	Third Kentucky Cellular, Corp. d/b/a Wireless 2000	Verizon South	Interconnection		06/03/1998	07/10/1998					
1997-497		Agreement	Third Kentucky Cellular, Corp. d/b/a Wireless 2000	BellSouth	Resale		12/10/1997	01/15/1998	01/15/1998	04/06/1998	04/29/1998		
1997-476	00095-AP	Agreement	Tidal Communications, Inc.	BellSouth	Paging		06/21/2000	06/22/2000					06/23/2000
2000-093		Agreement	Time Warner Telecom	Cincinnati Bell	Resale		11/21/1997	12/19/1997	02/27/1998	03/30/1998			05/12/2000
2000-141		Agreement	Time Warner Telecom Ohio, LP	BellSouth	Interconnection		02/28/2000	04/03/2000	02/27/1998				05/12/2000
1998-108	00138-AM	Agreement	Time Warner Telecom of Ohio, LP	Cincinnati Bell	Resale		03/21/2000	05/09/2000	02/27/1998				04/03/2001
00116-AM		Agreement	TLX Communications, Inc. d/b/a TelAmerica	BellSouth	Resale		03/02/1998	03/19/1998	06/20/1999	07/27/2000	08/02/2000		08/11/2000
1998-609		Agreement	Topp Comm, Inc.	BellSouth	Interconnection		07/21/2000	07/24/2000		11/22/2000	11/28/2000		12/04/2000
1999-295		Agreement	Topp Comm, Inc.	BellSouth	Resale		11/19/1998	01/21/1999					
1998-016		Tariff Only	TOTALink of Kentucky, LLC	Verizon South	Resale		07/06/1999						
2000-153	00058-AM	Agreement	Touch 1 Communications, Inc.	BellSouth	Tariff Only				07/10/2000				02/15/2001
1999-472		Agreement	Tower Communications, Inc.	BellSouth	Resale		01/06/1998	02/04/1998		11/25/1998	01/22/1999		
1998-482		Agreement	Trans National Telecommunications	BellSouth	Resale		03/31/2000	05/08/2000		06/08/2000	06/09/2000		06/13/2000
1999-037		Agreement	TranStar Communications, LLC	BellSouth	Resale		11/17/1999	12/30/1999	03/01/2000				04/12/2000
1998-272		Agreement	TranStar Communications, LLC	BellSouth	Resale		09/03/1998	10/15/1998	10/21/1998	05/05/1999	07/16/1999		
1998-166	00311-AR	Agreement	Treehouse, Inc. dba Video Connection, Inc.	Verizon South	Resale		01/26/1999	04/13/1999	10/21/1998				
1999-264	00081-AM	Agreement	Tricom Mobile Paging	BellSouth	Resale		05/18/1998	07/23/1998					
		Agreement	TriComm, Inc.	BellSouth	Resale		04/03/2001	04/12/2001	03/07/2001				04/22/2001
		Agreement	TriTel Communications, Inc.	BellSouth	Interconnection		04/06/1998	05/01/1998		06/16/2000	06/19/2000		06/20/2000
		Agreement	TriTel Communications, Inc.	ALLTEL	Interconnection		06/21/1999	08/23/1999					03/01/2001

1999-396	Agreement	Tritel Communications, Inc.	Verizon South	Interconnection	09/22/1999	12/14/1999				03/01/2001
1999-118	Agreement	Tritel Communications, Inc.	BellSouth	Interconnection	03/25/1999	06/01/1999				03/01/2001
1998-531	Agreement	Trusted Net, Inc.	BellSouth	Resale	10/09/1998	11/19/1998		04/28/2000	05/15/2000	05/15/2000
2000-202	Agreement	TSR Wireless LLC	BellSouth	Paging	04/28/2000	05/15/2000				05/30/2000
2000-190	Agreement	TSR Wireless LLC	Verizon South	Resale	04/24/2000	05/15/2000		07/18/2000	07/24/2000	07/19/2000
1998-232	Agreement	TTE, Inc.	BellSouth	Resale	04/27/1998	07/21/1998		09/03/1998	10/15/1998	
00111-AR	Agreement	TZAK Wireless, Inc. d/b/a Talk Now USA	BellSouth	Resale	07/19/2000	07/24/2000	09/02/2000			03/19/2001
1997-409	Agreement	U S Cellular	Verizon South	Interconnection	10/01/1997	11/19/1997				
1997-420	Agreement	U S Telco, Inc.	BellSouth	Resale	10/08/1997	11/20/1997		10/28/1999	12/08/1999	Inactive
1998-598	Tariff Only	U.S. Long Distance, Inc.	BellSouth	Tariff Only			10/10/1997			
1997-486	Agreement	U.S. Mobile Services, Inc.	BellSouth	Resale	11/16/1998	01/28/1999				12/11/2000
1997-403	Agreement	U.S. West Interprise America, Inc.	BellSouth	Interconnection	12/01/1997					04/02/2001
1998-048	Agreement	U.S. West Interprise America, Inc.	BellSouth	Interconnection	09/30/1997	12/18/1997		11/10/1999	12/08/1999	04/02/2001
2000-310	Agreement	UNICOM Communications, LLC	BellSouth	Interconnection	01/22/1998	03/10/1998		05/19/2000	05/22/2000	12/20/2000
2000-059	Agreement	United States Telecommunications, Inc.	BellSouth	Resale	06/11/1998	07/29/1998		07/26/2000	07/28/2000	08/01/2000
1999-248	Tariff Only	Unity Acquisition Co, Inc. d/b/a Unity Communications, Inc.	BellSouth	Resale	02/08/2000	04/03/2000	08/30/2000			12/07/2000
2000-027	Agreement	Universal Access, Inc.	BellSouth	Tariff Only	06/16/1999	08/20/1999				01/24/2001
00317-AM	Agreement	Universal Services	ALLTEL	Resale	01/18/2000	04/03/2000	04/09/1999	04/13/2001	04/18/2001	04/18/2001
00320-AR	Agreement	Universal Telecom, Inc.	South Central	Resale	04/23/2001					04/24/2001
1999-156	Agreement	Universal Telecom, Inc.	Verizon South	Interconnection	04/14/1999	06/28/1999	04/09/1999			03/31/2001
1999-090	Agreement	Universal Telecom, Inc.	BellSouth	Interconnection	03/15/1999	05/03/1999	04/09/1999	11/22/2000	11/28/2000	03/31/2001

1998-197	Agreement	UniversalCom, Inc f/k/a Data & Electronic Services, Inc. (Withdrawn)	BellSouth	Interconnection	04/23/1998	07/17/1998	09/04/1998	12/03/1998		
1998-246	Agreement	University Telecom, Inc.	Verizon South	Interconnection	05/01/1998	07/22/1998	05/01/1998			03/28/2001
1999-069	Agreement	Urban Communications, LLC	BellSouth	Interconnection	02/26/1999	04/20/1999				
00155-AI	Agreement	Urban Media of Florida, Inc.	BellSouth	Interconnection	08/18/2000	08/23/2000			Withdrawn - 9/7/2000	10/18/2000
00211-AM	Agreement	Urban Media of Georgia, Inc.	BellSouth	Interconnection	10/13/2000	10/18/2000			Withdrawn - 10/23/2000	10/24/2000
2000-121	Agreement	US Dial Tone, Inc.	Verizon South	Resale	03/29/2000	05/08/2000				05/09/2000
1998-218	Agreement	US Dial Tone, Inc.	BellSouth	Resale	04/24/1998	07/17/1998	12/22/1999	01/19/2000		01/20/2000
1998-088	Agreement	US LEC of North Carolina LLC	BellSouth	Resale	02/12/1998	03/17/1998				12/11/2000
2000-045	Agreement	US LEC of North Carolina, Inc.	BellSouth	Interconnection	01/25/2000	05/18/2000	03/06/2000	05/18/2000		12/11/2000
2000-419	Application	US LEC of Tennessee, Inc. d/b/a US LEC Communications, Inc.	BellSouth	Interconnection	08/29/2000		05/30/1999			04/02/2001
1998-285	Agreement	US Phone, Inc.	BellSouth	Resale	05/27/1998	07/10/1998	04/28/2000	05/15/2000		05/15/2000
1997-186	Tariff Only	US Xchange of KY, LLC		Interconnection	04/17/1997	06/30/1977			Withdrawn	06/21/2000
00105-AR	Agreement	USA Digital, Inc.	Verizon South	Interconnection	07/05/2000	07/06/2000				07/07/2000
2000-150	Agreement	USA Digital, Inc.	BellSouth	Interconnection	03/31/2000	05/08/2000				05/09/2000
1998-251	Agreement	USA Quick Phone	BellSouth	Resale	05/06/1998	05/20/1998	09/15/2000	09/19/2000		09/20/2000
1998-107	Agreement	USA Telecom, Inc. f/k/a International Design Group, Inc.	BellSouth	Resale	03/02/1998	03/19/1998		06/22/2000		06/23/2000
1998-137	Agreement	USA Telecommunications, Inc.	BellSouth	Resale	03/20/1998	04/08/1998				
1997-368	Agreement	USLD Communications, Inc.	BellSouth	Resale	08/22/1997	10/10/1997	10/10/1997			04/02/2001
1998-051	Agreement	Utilicore Corporation	BellSouth	Resale	01/22/1998	03/17/1998			Inactive	12/20/2000
1997-020	Agreement	Vanguard Cellular	Verizon South	Interconnection	01/15/1997	04/08/1997				

1999-195	Agreement	VarTec Telecom, Inc.	BellSouth	Resale	05/10/1999	07/21/1999						04/11/2000
1998-518	Agreement	Vast-Tel Communications, Inc.	Verizon South	Interconnection	09/30/1998	11/19/1998	04/29/1998					
1999-488	Agreement	VBI 2000, LLC	BellSouth	Interconnection	12/08/1999	01/05/2000						01/05/2000
00188-AI	Agreement	Vectris Telecom, Inc.	BellSouth	Interconnection	09/28/2000	10/09/2000	08/11/2000					02/15/2001
00192-AI	Agreement	Velocity Networks of Kentucky, Inc.	BellSouth	Interconnection	09/22/2000	10/09/2000	09/10/2000					03/12/2001
00100-AI	Agreement	Verizon Advanced Data, Inc.	Verizon South	Interconnection	06/30/2000	07/06/2000						04/02/2001
00284-AI	Agreement	Verizon Avenue Corp.	BellSouth	Interconnection	02/23/2001	03/01/2001						03/05/2001
1998-410	Agreement	Verizon Select Services, Inc.	BellSouth	Resale	11/25/1998	10/29/1999	04/15/1998	12/22/1999	02/11/2000			05/01/2001
1997-442	Agreement	Verizon Select Services, Inc.	Verizon South	Resale	11/05/1997	12/18/1997	04/15/1998	10/06/1999	12/16/1999			05/01/2001
1997-328	Agreement	Verizon Select Services, Inc.	BellSouth	Resale	07/23/1997				12/18/1997	Withdrawn		05/01/2001
1997-348	Agreement	Verizon Select Services, Inc.	BellSouth	Interconnection	07/31/1997	12/18/1997	04/15/1998	05/03/2001				05/04/2001
1999-261	Agreement	Verizon Wireless Messaging Services, LLC f/k/a Air Touch Paging of Kentucky	BellSouth	Interconnection	06/18/1999	08/24/1999		09/19/2000	10/04/2000			10/06/2000
1998-558	Agreement	Verizon Wireless Messaging Services, LLC f/k/a Air Touch Paging of Kentucky	Verizon South	Interconnection	11/03/1998	01/29/1999		01/28/2000	03/09/2000			10/03/2000
1998-084	Agreement	Video Center, Inc.	BellSouth	Resale	02/09/1998	03/17/1998						
	Tariff Only	Vison Prepaid Services, Inc.		Tariff Only			11/10/2000					04/02/2001
	Tariff Only	Vits Networks, Inc.		Tariff Only			08/25/2000					12/07/2000
1999-254	Agreement	Voice Magic Telecommunications, Inc.	BellSouth	Resale	06/17/1999	08/23/1999		01/12/2001	01/18/2001			01/18/2001
00312-AR	Agreement	Voice Vision International	BellSouth	Resale	04/03/2001	04/12/2001						04/16/2001
00232-AI	Agreement	Wakul, Inc.	BellSouth	Interconnection	12/04/2000	12/19/2000	07/23/1999					01/11/2001
2000-011	Agreement	Wakul, Inc.	Cincinnati Bell	Interconnection	01/10/2000	01/26/2000	07/23/1999					01/11/2001
	Agreement	WebShopper Communications, Inc.	BellSouth	Interconnection	10/25/2000	10/27/2000						10/27/2000
1998-512	Proprietary	West Kentucky Rural Telephone Cooperative	BellSouth	Calling Name Delivery Services	09/28/1998	12/21/1998						

1999-476		Agreement	Westel-Milwaukee Company, Inc	Brandenburg	Interconnection	11/19/1999	12/21/1999					12/22/1999
	00197-AI	Agreement	Williams Local Network, LLC	BellSouth	Interconnection	10/11/2000	10/12/2000	04/20/2000				03/29/2001
1997-481	00090-AM	Agreement	Winstar Telecommunications, Inc.	BellSouth	Resale	11/26/1997	12/19/1997		02/14/2001	02/16/2001		02/16/2001
2000-200		Agreement	Wood's Performance Center, Inc. d/b/a CellPage	Verizon South	Interconnection	04/27/2000	05/15/2000					05/15/2000
	00243-AI	Agreement	WorkNet Communications, Inc.	BellSouth	Interconnection	12/13/2000	12/19/2000	01/01/2000				12/20/2000
1999-439	00060-AM	Agreement	World Access Communications Corporation	BellSouth	Interconnection	10/28/1999	12/10/1999		06/08/2000	06/09/2000		06/13/2000
1998-586	00160-AM	Agreement	World Satellite Network America, Inc.	BellSouth	Resale	11/09/1998	12/10/1998		08/22/2000	08/23/2000		08/24/2000
	00168-AR	Agreement	Worldwide Internet Services	BellSouth	Resale	08/31/2000	09/06/2000		12/13/2000	12/19/2000		12/20/2000
	00236-AM	Agreement	Xspedius Corp.	BellSouth	Interconnection	12/04/2000	12/19/2000		03/26/2001	03/27/2001		03/28/2001
	00247-AI	Agreement	Z-Tel Communications, Inc.	BellSouth	Interconnection	12/27/2000	01/08/2001	07/19/1998				01/09/2001
		Tariff Only	Zephion Networks Communications, Inc. f/k/a Domino Networks		Tariff Only			01/26/2001				02/16/2001





**EXHIBIT VW 2**  
**CLEC ROSTER**

**clecadd**

Active	Competitive LEC	Address	City - State	Contact Person	Contact Phone	Date Changed
Yes	@Link Networks, Inc.	2220 Campbell Creek Blvd., Suite 110	Richardson, TX 75082	Constance L. Kirkendall, Regulatory Manager	(972) 367-1900	03/01/2001
Yes	1-800-RECONNEX, Inc.	2500 Industrial Avenue	Hubbard, OR 97032	Jim Wheeler, VP of Operations	(503) 982-8000	02/16/2001
Yes	2nd Century Communications, Inc.	4630 Woodland Corporate Blvd, Suite 100	Tampa, FL 33614	Michael Reith, AVP Regulatory & Industry Relations	(813) 901-1211	03/15/2001
	360networks (USA) inc.	12101 Airport Way	Broomfield, CO 80021	David Love, Senior Vice President	(303) 854-5000	03/26/2001
	A Plus Connect, LLC	327 South Sage Avenue, 2nd Floor	Mobile, AL 36606	Joseph Payne, President		02/11/2000
	A-1 Mobile Technologies, Inc.	1919 N.E. 150th Street, Suite 104	Miami, FL 33181	Eric Rivanseneira, President	(305) 892-9293	03/28/2001
Yes	A-Tech Telecom, Inc.	6501 Ember Court	Plano, TX 75023	Anna L. Hubbard, President	(972) 527-2488	02/05/2001
	ABC Connect	P.O. Box 787	Powder Springs, GA 30127	Everett Heard, Owner	(770) 850-0159	06/20/2000
	ABC TelCom, Inc.	3421 North Causeway Boulevard, Suite 602	Metairie, LA 70002	Frank A. Mumphy, Vice President/Treasurer		06/22/2000
	ABC Telecom	2534 Central Avenue	Augusta, GA 30904	Brian Leonard		05/01/2000
Yes	ACCESS Integrated Networks	4885 Riverside Drive, Suite 202	Macon, GA 31210	J. Rodney Page, V.P.	(478) 475-9800	03/30/2001
Yes	Access Point	1100 Crescent Green, Suite 109	Cary, NC 27511	Mr. Robin Byers, Vice President/Secretary	(919) 859-2704	02/15/2001
	Accutel of Texas, Inc.	P.O. Box 561269	Dallas, TX 75356	Ken Weaver		09/01/2000
Yes	Adelphia Business Solutions of Kentucky, Inc.	One North Main Street	Coudersport, PA 16915	Terry Romine, Director of Legal & Regulatory Affai	(814) 274-9830	12/19/2000
	Advanced Communicating Techniques	6794 Picadilly	Houston, TX 77061	Chuck Williams, Operations Manager		
	Advanced TelCom, Inc.	110 Stony Point Road, Second Floor	Santa Rosa, CA 95401	Richard H. Levin, Esq., Chief Regulatory Counsel	(707) 284-5000	11/21/2000
	Advanced Telecommunications Network, Inc.	Four Executive Campus, Suite 200	Cherry Hill, NJ 08002	Elwood Baldwin		
	Advanced Telecommunications, Inc.	730 2nd Avenue South, Suite 1200	Minneapolis, MN 55402	David A. Patterson, CEO		
	Advent Consulting & Technology	675 W. Peachtree Street, Suite 4300	Atlanta, GA 30375	General Attorney - COU		
Yes	AEEP, Inc.	205 S. Third Street	Richmond, KY 40475	Eric Ryoti	(859) 625-0586	04/12/2001
Yes	AEP Communications, LLC	1 Riverside Plaza	Columbus, OH 43215-2373	Thomas Berkmeier	(614) 223-1000	
Yes	Aero Communications a/k/a ACI	1776 K Street, NW, Suite 200	Washington, DC 20006	Khristopher Twomey		12/07/2000
Yes	Affinity Network, Inc.	3660 Wilshire Blvd,	Los Angeles,	Hon. Mario Oliver,	(702)	03/26/2001

		Suite 400	CA 90010	General Counsel	547-8421	
	Affinity Network, Inc. d/b/a QuantumLink Communications	3660 Wilshire Blvd, Suite 400	Los Angeles, CA 90010	Hon. Mario Oliver, General Counsel	(702) 547-8421	03/26/2001
	AI-Call, Inc.	101 Mercer Street	Alma, AL 31510	Greg Davis, VP Operations		04/24/2001
	Aladdin Services, Inc.	259 Bobby Jones Expressway, Building 2, Office 4	Martinez, GA 30907	Kirk Harrington, President		
Yes	ALEC, Inc.	% Duro Communications, 3640 Valley Hill Rd	Kennesaw, GA 30152	Judy Tinsley - Director of Regulatory Affairs	(770) 425-4725	10/16/2000
	All-Pro Communications, Inc.	7821 Old Morrow Road	Jonesboro, GA 30236	Kyle Jones		
	Alliance Network, Inc. f/k/a Advance Phone Systems	1550 Lafayette Street	Gretna, LA 70053	Bridgette Auzenne, Vice President		05/15/2000
	Alliance Telecommunications	928 Shady Lane	Lake Charles, LA 70601	Phillip Camel		04/06/2000
	Allied Riser of Kentucky, Inc.	1700 Pacific Ave., Suite 400	Dallas, TX 75201	Reid Zulager	(214) 210-3000	12/07/2000
	AllPage, Inc.	7805 Abercorn Street, Suite C-10	Savannah, GA 31406	Rick Ali		09/11/2000
	AllSouth Phone Connect f/k/a New South Phone Connect	715 South Highland Avenue	Jackson, TN 38301	Gary D. Frazier, Owner		09/20/2000
Yes	ALLTEL Kentucky	229 Lees Valley Road	Shepherdsville, KY 40165-6144	Mark Taylor, Manager	(502) 957-7127	10/20/1999
Yes	Alternative Access Telephone Communications	2863 Northlake Blvd., Suite 2	Lake Park, FL 33403	Kevin Clarke, President	(877) 841-8020	09/11/2000
	Alternative Phone, Inc.	1732 N.E. 25th Street	Ocala, FL 34470	Charles de Menzes, Vice President		03/05/2001
	Alternative Telecommunications Services	9210 Weatherly Road, Suite 100	Brooksville, FL 34601	Michael Rodgers, President		12/20/2000
	Alternative Telecommunications, Inc.	2501 Delta Point Drive	Marrero, LA 70072	Shirley Fikes-Funches, President		10/27/2000
	Alycia Massey d/b/a Best Communications	44 North Louisville Avenue	Tulsa, OK 74115	Alycia Massey	(800) 382-2378	04/16/2001
	Am-Tel, Inc. d/b/a Phone Center Communications	324 Bradford Street, N.W.	Gainesville, GA 30501	Bennie Hewett, President		05/30/2000
Yes	American Communications of Lexington d/b/a e.spire	133 National Business Pkwy, Suite 200	Annapolis Junction, MD 20701	James Falvey, Esq.	(301) 617-4200	
Yes	American Communications of Louisville d/b/a e.spire	131 National Business Pkwy, Suite 100	Annapolis Junction, MD 20701	James Falvey, Esq.	(301) 617-4200	
	American Communications, Inc.	607 Watson Boulevard	Warner Robbins, GA 31093	Danny Sanders, President		09/07/2000
	American Fiber Networks, Inc.	9401 Indian Creek Parkway, Suite 140	Overland Park, KS 66210	Robert E. Heath, Executive V.P.		07/03/2000
Yes	American MetroComm/Kentucky, Inc.	1615 Poydras Street, Suite 1050	New Orleans, LA 70112	Michael Henry, CEO	(504) 500-2000	01/10/2000

	American Phone Corporation	244 Shopping Avenue, Suite 166	Sarasota, FL 34237	Tom Beard, Sr Vice President		
	American Prepaid Telephone Service, Inc.	2866 Johnson Ferry Road, Suite 250	Marietta, GA 30062	Paul Troy Wright, CEO		02/20/2001
	American Telecommunications	828 Pope Road	Medon, TN 38356	Randal Murdaugh, Owner		
	American Voice & Data, Inc.	1280 West Peachtree Street, Suite 310	Atlanta, GA 30309	Herb Hamlett, President		
	AmeriMex Communications Corp	1078 Alpharetta Street, Suite 9	Roswell, GA 30075	Don Aldridge, President		12/20/2000
	AmTel Communications, Inc.	3449 Lampton Avenue, Suite B	Jackson, MS 39213	Recee Norwood		01/18/2001
Yes	Annox, Inc.	6509 Highway 41A, PO Box 230	Pleasant View, TN 37146	Dominick Marchitto, President	(615) 746-8927	01/30/2001
	Appliance and TV Rentals d/b/a Phones-4-U	P.O. Box 535	Crestview, FL 32536	David N Ring, President		03/09/2000
	Arch Paging , Inc. and Mobile Communications Corporation of America	1800 West park Drive, Suite 100	Westborough, MA 01581-3912	Dennis M. Doyle, V.P. Telecom	(508) 870-6700	04/27/2001
	ASAP Telephone Reconnect	3208 Annunciation Street	New Orleans, LA 70175	Ray Moore, Owner		
	Aspire Telecom, Inc.	25 Rollingwood Road, Suite 100	Asheville, NC 28805	Deborah Kane, President		05/30/2000
Yes	AT&T Communications of the South Central States	414 Union Street, Suite 1830	Nashville, TN 37219	Garry Sharp, State Manager	(615) 259-2830	03/26/2001
	AT&T Communications/TCG of Ohio	414 Union Street, Suite 1830	Nashville, TN 37219	Garry Sharp, State Manager	(615) 259-2830	03/26/2001
	Atlanta New York Warehouse Outlets, Inc. dba DNP Communications	P.O. Box 549	Rutledge, GA 30663	Cliff McGlamery		
	Atlantic.net Broadband, Inc.	2815 N.W. 13th Street, Suite 201	Gainesville, FL 32609	Kevin Hayes		03/26/2001
	Atlas Communications, Ltd.	482 Norristown Road, Suite 200	Blue Bell, PA 19422	John Fudesco, President	(800) 282-6943	
	Atrio Enterprises d/b/a Quick Connect Telecom.	7809 Airline Drive, Suite 204	Metairie, LA 70003	Stefan Thierry, President		05/12/2000
	Aura Communications, Inc.	2222 E N.C. Hwy 54, Suite 340	Durham, NC 27713	Jim Williams	(919) 484-0504	04/13/2001
Yes	Avana Communications Corporation	1690 Chantilly Drive, N.E.	Atlanta, GA 30324	Sharon Quaintance, Vice President. Operations	(678) 222-3005	07/26/2000
	AXSYS	1111 Hillcrest Road, Suite 210	Mobile, AL 36695	Richard L. Reiner, President	(334) 342-4000	
	Basicphone	2245 North 11th Street	Beaumont, TX 77058	Warren Landry, Jr., President	(888) 503-3663	08/10/2000
	Bayou Connect, Inc.	906 Old Covington Highway	Hammond, LA 70403	Bridgette Marshall		
	BellSouth BSE, Inc.	400 Perimeter Center Terrace, 4th Floor, Suite 400	Atlanta, GA 30346	Mario L. Soto, President	(770) 352-3000	01/03/2001
	BellSouth BSE, Inc.	400 Perimeter Center Terrace, 4th	Atlanta, GA 30346	Mario L. Soto, President	(770) 352-3000	02/20/2001

		Floor, Suite 220				
	BellSouth International ACCESS, Inc.	11 Pechtree Street, Suite 500	Atlanta, GA 30309			
	BellSouth Long Distance	400 Perimeter Center Terrace, 4th Floor, Suite	Atlanta, GA 30346	Mario L. Soto, Director	(770) 352-3000	01/03/2001
	BellSouth Mobility	1100 Peachtree Street, N.E., Suite 910	Atlanta, GA 30309-4599	C. Clairborne Barksdale, Esq.		08/01/2000
	Best Communications	2607 East 11th Street	Tulsa, OK 74104	Alycia Massey		03/28/2001
	Best Pre-Paid Telephone Company	114 South Broad Street	Bainbridge, GA 31717	Vance R. Martin, President		08/21/2000
Yes	BirchTelecom of the South, Inc.	2020 Baltimore Avenue	Kansas City, MO 64108-1914	Barbara Fillingner, Manager, Regulatory Compliance	(816) 300-3000	04/24/2001
Yes	BlueStar Networks, Inc.	4250 Burton Drive	Santa Clara, CA 95054	Richard Burtner, Regulatory	(408) 987-1000	04/03/2001
	Brandenburg Telecom LLC	200 Telco Drive	Brandenburg, KY 40108	Ms. Allison T. Willoughby	(270) 422-2121	04/24/2001
	Broadband Digital Technologies, Inc.	4675 MacArthur Court, Suite 1400	Newport Beach, CA 92660	Richard Shields, Vice President	(949) 724-4833	12/07/2000
Yes	BroadBand Office Communications, Inc.	2900 Telestar Court, Second Floor	Falls Church, VA 22042-1206	Paul Gallant, Esq., Government Affairs Counsel	(703) 641-6000	03/26/2001
	BroadRiver Communications Corporation	13000 Deerfield Parkway, Building 210	Alpharetta, GA 30004	Mike Huebner	(678) 566-1234	04/09/2001
Yes	Broadslate Networks of Kentucky, Inc.	630 Peter Jefferson Parkway, Suite 300	Charlottesville, VA 22911	Scott P. Anderson, Mnaager, Regulatory Affairs	(804) 220-7700	04/26/2001
Yes	BroadSpan Communications, Inc. d/b/a Primary Network Communications	11756 Borman Drive, Suite 101	St Louis, MO 63146	Colleen M. Dale, Regulatory	(573) 214-2113	04/18/2001
	BroadStream Corporation	4513 Pin Oak Court	Sioux Falls, SD 57103	Lori Jean Furness, Asst. Vice President	(605) 582-3771	03/12/2001
Yes	BroadWing Local Services, Inc.	1835-B Kramer Lane	Austin, TX 78758			02/06/2001
	Bryant's Wireless Service	2614 Boundary Street, Suite E	Beaufort, SC 29906	Alex Bryant, President		05/23/2000
	BTC Communications, Inc.	PO Box 255	Nahunta, GA 31553	Dr. A. W. Strickland		03/14/2001
	BUDGET COM.LLC	601 Tennille Avenue	Donaldsonville, GA 31745	Corey Thomas		07/19/2000
	Budget Phone, Inc.	6901 W 70th Street	Shreveport, LA 71149	Tony Cason	(318) 671-5000	04/02/2001
	Burno, Inc. d/b/a Citywide-Tel	4220 West Colonial Drive	Orlando, FL 32808	Donald Burno, President		03/09/2000
Yes	Business Telecom Inc dba BTI Telecommunications	4300 Six Forks Road, Suite 500, PO Box 150002	Raleigh, NC 27624	Anthony Copeland, President	(919) 863-7000	04/23/2001
Yes	Buy-Tel Communications, Inc	6409 Colleyville Blvd, PO Box 1170	Colleyville, TX 76034	Clyde Austin, President/CEO	(817) 488-9063	04/25/2001
	Cable & Wireless USA, Inc.	8219 Leesburg Pike	Vienna, VA 22182	Daniel Smucker	(703) 790-5300	03/15/2000
	Call Us	3491 Ryan Street,	Lake Charles,	Angela Anderson,		

	Communications, Inc.	Suite B	LA 70605	President		
Yes	CAT Communications International d/b/a CCI	4142 Melrose Avenue, NW #25	Roanoke, VA 24017	Norman D. Mason, President	(540) 265-2555	07/07/2000
Yes	CAT Communications International d/b/a CCI	4142 Melrose Avenue, NW #25	Roanoke, VA 24017	Norman D. Mason, President	(540) 265-2555	07/28/2000
	Cbeyond Communications, LLC	15310 Amberly Drive, Suite 207	Tampa, FL 33647	Julia Strow		01/09/2001
	CBX One-Stop, LLC d/b/a CBX Communications	2210 Rosewood Drive	Columbia, SC 29205	Tony Moreland		03/28/2001
Yes	CCCKY, Inc. d/b/a CONNECT!	124 W Capital, Suite 250	Little Rock, AR 72201	Carole Hamon, Supervisor, Regulatory Affairs	(501) 401-7700	03/28/2001
	Cellular Concepts & Paging Inc.	4109 Elvis Presley Blvd	Memphis, TN 38116	Anthony Currie	(901) 345-0100	
	Centennial Florida Switch Corporation	300 Las Cumbres Avenue, Las Vistas S/C, #3	Rio Piedreas, PR 00926	Edith Rasario		08/01/2000
Yes	Chapel Services Inc.	527-B Leighway Dr.	Richmond, KY 40475	Kim. O. Murphy, Vice President	(859) 623-1500	04/27/2001
	Chase Telecommunications, Inc.	6420 Richmond Ave, Suite 620	Houston, TX 77057	Richard W. McDugald, Executive VP	(713) 782-3332	
Yes	Choctaw Communications Inc. dba Smoke Signal Communications	8700 South Gessner	Houston, TX 77074	Tracy Brigman, Regulatory Specialist	(214) 424-1538	04/02/2001
	Choice One Communications of Ohio, Inc.	100 Chestnut Street, Suite 700	Rochester, NY 14604-2417	George L. Huber, Manager, Regulatory Affairs	(716) 530-2648	04/02/2001
	Choice Telephone Company	2644 Hampton Avenue	Charlotte, NC 28207	Patrick Eudy, Chairman		
Yes	CI2, Inc.	200 Galeria Parkway, Suite 1550	Atlanta, GA 30339	Ruth Wilson, Manager of Regulatory Affairs	(770) 425-2267	04/09/2001
	Ciera Network Systems, Inc.	2630 Fountainview, Suite 300	Houston, TX 77057	Susan McCarley, Regulatory Manager		11/21/2000
Yes	Cinergy Communications Company	8829 Bond Street	Overland Park, KS 66214	Allen Walbert, II, VP	(913) 492-1230	04/04/2001
	Citizen Phone, Inc.	PO Box 280	Haleyville, AL 35565	Mark R. Batchelor, President		02/16/2001
	CKS, Inc.	303 Peachtree Street NE, Suite 2000	Atlanta, GA 30308	Donna Harrington	(404) 954-5700	05/12/2000
	Claricom Networks, Inc d/b/a Staples Communications Networks	4 Research Drive, Suite 500	Shelton, CT 06484	Joyce E. Johnson, Esq., Regulatory Counsel	(203) 402-7500	04/06/2001
	Colmena Corporation f/k/a Business Technology Systems, Inc.	4100 North Powerline Road, Suite P6	Pompano Beach, FL 33073	Kenneth Jacobi, Vice President	(954) 974-9494	03/09/2000
	Columbia Telecommunications Group d/b/a aXessa	3003 Lakeland Cove, Suite C	Jackson, MS 39208	Ted Carter, Manager Interconnection		01/29/2001
Yes	Columbus Catalog Sales, Inc d/b/a Columbus Local	46 Lee Boulevard	Savannah, GA 31406	Steve Thomas, President		10/13/2000

	Communications					
Yes	Comm South Companies	2909 Buckner Blvd, Suite 800, PO Box 570159	Dallas, TX 75357-9900	Rick Brown, V.P. Regulatory Affairs	(972) 690-9955	03/13/2001
	Comm. Depot, Inc.	1100 Elm Hill Pike, Suite 105	Nashville, TN 37210	Contract Administration		
	Communications Brokerage Services, Inc	4304 Harding Place	Nashville, TN 37205	Thomas Baldrige, Chairman	(615) 665-1972	12/12/2000
	Communications Network Services	120 Office Park Drive	Birmingham, AL 35253	Tom Counts, President	(205) 871-8989	
	Communications Services Integrated, Inc.	105 Park Place Way	Carrollton, GA 30117	Gary Middlebrook, President		04/24/2001
Yes	Compass Telecommunications, Inc.	7001 Scottsdale Rd., Suite 2000	Scottsdale, AZ 85253	Terri McLeod, Legal & Regulatory	(480) 367-8000	04/26/2001
	Competitive Communications, Inc.	3751 Merced Drive, Suite A	Riverside, GA 92503	Laqrry Halstead		03/26/2001
	ComSpace Telecommunications, Inc.	1926 10th Ave. North, Suite 305	West Palm Beach, FL 33461	Regulatory Affairs		
	Comtec America, Inc d/b/a Power Voice	16115 SW 117th Avenue, Suite 4	Miami, FL 33117-1614	J. Garcia, President	(305) 232-0222	
	Comtel, Inc.	430 Woodruff, Suite 400	Greenville, SC 29607	William R. Cann, Vice President		
	Concert Communications Sales, LLC	295 N Maple Ave, Room 3160A2	Basking Ridge, NJ 07920	Elaine McHale, Vice President	(908) 953-8360	02/15/2001
Yes	Connect, LLC	102 Three Sons Drive	Birmingham, AL 35226	Janice K. Wonzy, Vice President		
	Connect-A-Phone, Inc.	7903 Carol Lane Circle	Bartlett, TN 38133	John Chapman, Owner		
	ConnectSouth Communications of Kentucky, Inc.	9600 Great Hills Trail, Suite 250 East	Austin, TX 78759	Patricia Ana Garcia Escobedo, Dir. Of Regulatory	(512) 681-9000	04/12/2000
	Contel Cellular	245 Perimeter Center Parkway, 3REG	Atlanta, GA 30346	Mollie A. Hollister, Manager		
	Convergence, Inc.	2205 North 20th Street	Tampa, FL 33605	John Dalrumple, President		01/11/2000
	Coral Bay Telephone Service	5260 Mobile Highway	Pensacola, FL 32526	Christopher Bovert, President	(850) 453-9406	01/18/2001
	CPI Communications Network, Inc.	2630 Manhattan Boulevard, Suite D	Harvey, LA 70058	J. Watson		12/20/2000
	CPU Solutions Corp.	1020 N.W. 163rd Drive	Miami, FL 33169	Ken Jacobi		02/12/2000
Yes	Credit Loans, Inc. d/b/a Lone Star Telephone	137 North Main Street	Conroe, TX 77301	Larry E. Miller, President	(936) 788-5580	04/02/2001
Yes	CRG International dba Network One	2000 Riveredge Pkwy, Suite 900	Atlanta, GA 30328-4618	Gene E. Lane, Jr., President/CEO	(770) 980-0080	
	CTC Exchange Services, Inc.	68 Cabarrus Avenue East, PO Box 227	Concord, NC 28026	Director-External Affairs		03/14/2001
	Cumberland Mountain Paging	2119 Cumberland Avenue	Middlesboro, KY 40965	Gary Ferguson		04/07/2000
	Data Express, Inc.	1234 W. Broadway	Louisville, KY 40203	David Haag		03/14/2001
	Datacom, Inc.	1710 West Willow Street	Scott, LA 70583	Jeff Courville, CEO		08/25/2000



	Dawson Consulting	405 Berkshire Lane	Roswell, GA 30076	Gene Parks, Vice President		
	Daytona Telephone Company	7850 Stage Hills Blvd, Suite 102	Memphis, TN 38133	Mike Boger		10/18/2000
	Deland Actel, Inc.	1027 North Woodland Blvd.	Deland, FL 32720	Tommy Allen		05/23/2000
Yes	Delta Phones, Inc.	245 Illinois Street, PO Box 784	Delhi, LA 71232	Ron Gordon, General Manager	(318) 878-2049	12/20/2000
	Deltacom, Inc.	700 Boulevard South, Suite 101	Huntsville, AL 35802	Nanette S. Edwards, Manager Reg. Affairs	(800) 239-3000	03/28/2001
	Dialogica Communications	650 Glen Iris Drive, Suite 32	Atlanta, GA 30308	Roberto Recuero, CEO		04/25/2001
	Dialtone and More, Inc.	105 River Ridge Dr	Milledgeville, GA 31061	Elaine B. Liester, Oner/Manager		
	Diamond Telephone Services, Inc.	12 Third Street, P.O. Box 922	Jackson, MS 39422	Jonathan McKinney, President		06/16/2000
Yes	DIECA Communications, Inc. d/b/a Covad Communications Company	4250 Burton Drive	Santa Clara, CA 95054	Dhruv Khanna, Vice President & General Counsel	(408) 987-1000	04/02/2001
	Digital Communication Technology	PO Box 61881	Lafayette, LA 70596-1881	Sydney Crawford, President	(318) 981-1923	05/23/2000
Yes	Direct Communications Corporation	1980 Apostolic Ridge Road	Liberty, KY 42539	Timothy C. Elmore, President/CEO	(606) 787-1447	03/14/2001
Yes	Direct-Tel USA, Inc.	1701 Hillsboro Blvd., Suite 205	Deerfield Beach, FL 33442	Ronald Kaplan, President	(954) 426-4545	01/10/2000
	Direct2Internet Corporation	3701 FAU Boulevard, Suite 210	Boca Raton, FL 33431	D. Chris Bylander, President/CEO	(561) 620-9669	02/07/2001
	Dixie-Net Communications, LLC	% Deltacom, Inc., 700 Boulevard South, Suite 100	Huntsville, AL 35802			10/14/1999
	DMJ Communications, Inc.	2525 Grandview, Suite 900	Odessa, TX 79761	Donald G. Slusher, President		05/23/2000
Yes	dPi-Teleconnect, LLC	2997 LBJ Freeway, Suite 225	Dallas, TX 25234	David P. Dorwart, President & Manager	(972) 488-5500	03/19/2001
	Drake Paging, Inc.	219 Radio Station Loop, PO Box 1130	Beattyville, KY 41311	Jonathan Drake, President		12/14/1999
0	DSLnet Communications, LLC	545 Long Wharf Drive, Fifth Floor	New Haven, CT 06511	Wendy Bluemling, Asst VP - Regulatory Affairs	(203) 772-1000	03/26/2001
	DSLnet Communications, LLC	545 Long Wharf Drive, Fifth Floor	New Haven, CT 06511	Wendy Bluemling, Asst VP - Regulatory Affairs	(203) 772-1000	04/16/2001
	DukeNet Communications, Inc.	422 South Church Street, Mail Code PB03R	Charlotte, NC 28201	Tony Cockerham		01/05/2000
Yes	DV2, Inc.	55 Marietta Street, NW, Suite 1720	Atlanta, GA 30303	Jeffrey W. Hinkle, CTO	(404) 287-3312	03/05/2001
Yes	e-Tel, LLC	607 Broadway	Paducah, KY 42001	A. D. Wright	(270) 441-7799	04/23/2001
	E-Z Access USA, Inc.	1609 Pine Ridge Drive	Hephzibah, GA 30815	Robert Demello, CFO		03/28/2001
	E-Z Fon Services, Inc.	2474 Manana Drive, Suite 101	Dallas, TX 75220	Joyce Evans	(214) 366-0712	12/07/2000
	e.Spire Communications	131 National	Annapolis	James C. Falvey		10/27/2000

		Business Parkway, Suite 100	Junction, MD 20701			
Yes	Eagle Communications, Inc.	60 East 56th Street, 9th Floor	New York, NY 10022	Kent Charugundla, President	(212) 758-3283	03/10/2000
	East Florida Communications					
	Eastland of Orlando Telephone Corp.	7512 Dr. Phillips Drive	Orlando, FL 32819	Danny McGinnis		
	Edge Connections, Inc.	1100 Johnson Ferry Road, Suite 400	Atlanta, GA 30342	Kevin Teeters, Regulatory		03/05/2001
	El Paso Global Networks	1001 Louisiana Street, PO Box 2511	Houston, TX 77252-2511	Norbert R. Grijalva, Asst Secretary	(713) 420-5946	01/24/2001
	Electric Power Board of Chattanooga	PO Box 182255	Chattanooga, TN 37422-7255	Bob Nyswaner		08/03/2000
	Electronic Telco	4301 Court S.	Birmingham, AL 35208	Walter Sturdivant, Owner		
	Empire Communications, Inc.	416 - J Minuet Lane	Charlotte, NC 38217	Mr. Chris Cedrone, President		04/26/2000
	EPIK Communications, Inc.	3501 Quadrangle Blvd, Suite 225	Orlando, FL 32817	Executive VP-Strategy/Business Development		10/18/2000
	Ernest Communications, Inc.	6475 Jimmy Carter Blvd, Suite 300	Norcross, GA 30071	Paul Masters	(800) 456-8353	12/13/2000
Yes	essential.com, Inc.	3 Burlington Woods Drive, Fourth Floor	Burlington, MA 01803	Pat Grady		04/12/2000
	Essex Communications, Inc.	48 South Service Road, 3rd Floor	Melville, NY 27624	Anthony M. Scalice, President	(516) 293-2700	10/14/1999
Yes	Essex Communications, Inc. d/b/a eLEC Communications, Inc.	6355 Metrowest Boulevard, Suite 450	Orlando, FL 32811	Kevin Stolz		01/18/2001
	ET Telephone, Inc.	8626 Tesoro Drive, Suite 440	San Antonio, TX 78217	Byron Young		01/18/2001
	Everest Broadband Networks of Kentucky, Inc.	One Everest Drive	Fort Lee, NJ 07024	Jeffrey A. Feldman, President & CEO	(201) 944-6477	01/19/2001
	Excelink Communications, Inc.	1020 Spruce Drive	Bel Air Beach, FL 33786	Michael Servos, Founder-CEO		01/18/2001
	Express Connection	3207 Nolansville Road	Nashville, TN 37211	Bobby Swager, Owner		08/01/2000
	Express Paging, Inc.	1113 12th Avenue South	Nashville, TN 37203	Pat Iguobadia, President		05/12/2000
	Express Phone Company fka Local Phone Service Company	6194 US Highway 431	Albertville, AL 35950	Mike Morrison, Owner		
	Express Phone Service, Inc.	4700 Mobile Highway	Pensacola, FL 32506	Thomas M. Armstrong, President		04/04/2000
Yes	Express Telecommunications, Inc.	507-D South Slappery Blvd	Albany, GA 31707	Johnny Bush	(912) 420-8901	06/20/2000
	Express Title Financial Corp dba Express Telephone Service	5260 Mobile Highway	Pensacola, FL 32526	Christopher P. Bover, President		12/06/2000
Yes	EZ Phone, Inc.	P.O. Box 4656	Akron, OH 44310	Daniel Coulter, President	(330) 253-0710	01/30/2001
Yes	EZ Phone, Inc.	P.O. Box 4656	Akron, OH 44310	Daniel Coulter, President	(330) 253-0710	04/18/2001

Yes	EZ Talk Communications, LLC	4727 S. Main	Stafford, TX 77477	Eileen Singleton, Compliance Officer	(281) 274-7785	04/05/2001
	EZ Telephone, Inc. d/b/a ET Home Phone	1300 Savannah Highway, Suite 6B	Charleston, SC 29407	David E. Schoepfle, CEO/V.P.		09/05/2000
Yes	EZ-Tel Communications	1038 Caliente Drive #23	Jacksonville, FL 32211	Akiva T. Hunter, Owner	(888) 838-3526	
Yes	Fair Financial LLC d/b/a MidState Telecommunications	404 North Gallatin Road, PO Box 706	Madison, TN 37116-0706	Donald M. Estep, General Manager	(615) 868-5727	02/08/2001
Yes	FairPoint Communications Solutions Corp.	6324 Fairview Road, 4th Floor	Charlotte, NC 28210	Michael Kent, Senior Manager of Regulatory Affairs	(704) 414-2500	04/02/2001
	Fast Connections	2200 Ross Avenue, Suite 3883	Dallas, TX 75201	Dan E. Patterson, President		
	Fast Phones, Inc.	4341 Virginia Loop Road	Montgomery, AL 36116	Thomas R. Adair, President		03/26/2001
Yes	Federal Transtel, Inc.	2868 Acton Road, Suite 100	Birmingham, AL 35243	Jason O'Brien, Regulatory Director	(800) 933-6600	04/12/2000
	FiberSouth, Inc.	4300 Six Forks Road, Suite 210	Raleigh, NC 27609	Anthony Copeland, Vice President & General Counsel	(919) 782-0785	
	Financial Solution Buyers Network	3283 Dale Lane	Atlanta, GA 30311	Harvey E. Lynch, President/CEO		04/06/2000
	First Advantage Telecomm, Inc.	1044 Dickson Place	Atlanta, GA 30309	David Colquitt		12/30/1999
Yes	First Choice Communications, LLC	500 Richardson Road South, Suite A	Hope Hall, AL 36043	Richard H. Keeshan, Vice President		04/26/2000
	First Choice Local Communications	3103 Phoenix Ville Pike	Malvern, PA 19355	David Cunningham, Vice President		
	First Choice Technologies, Inc.	411 Ring Road	Elizabethtown, KY 42701	O. V. Sparks	(270) 765-6153	05/11/2000
	First Touch, Inc.	5340 Norwood Avenue	Jacksonville, FL 32208	Darwin Urane, General Manager		
	Flatel Company	418 N. Dixie Highway	Lantana, FL 33462	Oscar Nodarse, President		11/21/2000
	Florida Public Telecommunications Association, Inc.	125 South Gadsden Street, Suite 200	Tallahassee, FL 32301	Lance C. Norris, President		
	Florida Telephone Services, LLC, fka Digicell	696 E. Altamonte Drive	Altamonte Springs, FL 32701	Paul B. Joachim, President		
	Focal Communications Corporation	200 N. Lasalle Street, Suite 1100	Chicago, IL 60601	Dave Tatak, Director-Regulatory Affairs		04/03/2001
	FPL Fibernet, LLC	9250 W. Flagler Street, PO Box 029100	Miami, FL 33102-9100	G. P. Thomas		05/23/2000
	Frankfort Electric and Water Plant Board	317 West Second Street, PO Box 308	Frankfort, KY 40601	David Sandidge, Asst. General Manager	(502) 223-3401	04/23/2001
	Frontier Communications of America, Inc.	180 South Clinton Avenue	Rochester, NY 14646	Christine Burke, Regional Manager, Regulatory	(716) 777-6719	04/18/2001
	Frontier Local Service, Inc.	180 South Clinton Avenue	Rochester, NY 14646	Sr. Attorney and Director, Regulatory Services		03/09/2000
Yes	Frontier Telemanagement, Inc.	180 S. Clinton Avenue	Rochester, NY 14646-0500	Anand Choudri, General Manager	(716) 777-1000	
	Fuzion Wireless	5255 North Federal	Boca Raton, FL	Michael Blahnik		03/28/2001

	Communications, Inc.	Highway	33487			
	Gabriel Communications of Kentucky	16090 Swingly Ridge Road, Suite 500	Chesterfield, MO 63017	Edward Cadieux, Executive Director-Regulatory		05/15/2000
	Ganoco, Inc. d/b/a American Dial Tone, Inc.	802 2nd Street North, Unit A	Safety Harbor, FL 34695	Steve Klein		06/20/2000
	Georgia National Acceptance Corp DBA First Tel	304 10th Street	Augusta, GA 30901	Andrea Collier, General Manager	(706) 823-6211	05/12/2000
	Georgia Telephone Services, Inc.	P.O. Box 5516	Voldosta, GA 31603-5513	Richard. L. Williams, President		04/06/2000
	Get Connected, Inc.	16322 Caesar Avenue	Baton Rouge, LA 70816	Wayne Cook, President		
Yes	Gietel, Inc.	% Duro Communications, 3640 Valley Hill Rd	Kennesaw, GA 30152	Richard W. Gurley		04/25/2001
Yes	Gietel, Inc. d/b/a Crescent Telephone Company	% Duro Communications, 3640 Valley Hill Rd	Kennesaw, GA 30152	Judy Tinsley - Director of Regulatory Affairs	(770) 425-4725	10/16/2000
	Global Communications, Inc.	4647 Donna Drive	New Orleans, LA 70127	Herman Bright, CEO		
Yes	Global Connection Inc. of Kentucky	3957 Pleasantdale Road	Atlanta, GA 30340	James D. Shields, Vice President	(678) 966-8513	04/07/2000
Yes	Global Crossing Local Services, Inc.	1221 Nicolet Mall, Suite 300	Minneapolis, MN 55403	Gena M. Doyscher, Director, State Regulatory Group	(612) 343-5678	12/20/2000
	Global Interactive Communications Corporation	1901 North Glenville Drive, Suite 800	Richardson, TX 75081	General Counsel		11/04/1999
Yes	Global TeleLink Services, Inc.	6600 Peachtree Dunwoody Road, Bldg 600, Suite 480	Atlanta, GA 30328	Jewett W. Tucker, Jr., President	(678) 731-0903	03/02/2001
	Globe Telecommunications, Inc.	1241 O.G. Skinner Drive	West Point, GA 31833			
	GNet Telecom, Inc.	333 St. Charles Avenue, Suite 1007	New Orleans, LA 70130	Roy. R. Austin, Chairman		04/04/2000
	Go-Comm, Inc.	2307 Springlake Road, Suite 512	Dallas, TX 75234	Bob Crenshaw, Jr., President		12/20/2000
	Golden Financial & Communications Systems, LLC	6389 Quail Hollow, 201	Memphis, TN 38120	Ralph D. Golden, President		
	Grande Communications Networks, Inc.	401 Carlson Circle	San Marcos, TX 78666	Jerry James, President		01/29/2001
Yes	GS Communications, Inc. d/b/a Beep 'n Talk	3702 Decounsey Avenue	Covington, KY 41015	Jeremy Smith, Regional Manager	(859) 292-8200	04/25/2001
	Gulf Coast Communications, Inc.	4016 Barrancas Avenue, Suite C	Pensacola, FL 32507	Chris P. Bovert, President		10/27/2000
	Gulf Coast States Telecommunications, Inc.	624 Garfield Street	Lafayette, LA 70502	Mary G. Washington		12/20/2000
	GulfPines Communications, LLC	12 Third Street	Bay Springs, MS 39422	Jonathan McKinley		
	Health Management Systems, Inc.	13738 Oxbow Road, Suite 100	Ft. Meyers, FL 33905	Dr. Michael Weilert	(941) 694-0084	04/04/2000
	Healthcare Liability	13738 Oxbow	Ft. Meyers, FL	Dr. Michael Weilert	(941)	03/10/2000

	Management Corporation d/b/a Fibre Channel Networks, Inc.	Road, Suite 100	33905		694-0084	
	Her-Kel Investments, Inc.	5855 Jimmy Carter Blvd, Suite 145	Norcross, GA 30071	Todd Evans, President	(770) 446-6500	05/11/2000
	HJN Telecom, Inc.	PO Box 1148	Buford, GA 30515	Herb J. Newton, President		03/06/2001
	Home Phone Service, Inc.	186 Spurgeon Drive, SE	Milledgeville, GA 31061	Winston Martin, Secretary		
	Hopkinsville Electric System	1820 E. 9th Street, P.O. Box 728	Hopkinsville, KY 42241	General Manager		06/13/2000
	HTC Communications, Inc.	700 Boulevard South	Huntsville, AL 35802			
Yes	HTR&L Enterprises, Inc.	15009 N. Dale Mabry Boulevard	Tampa, FL 33618	Richard A. Mondor, CEO		05/23/2000
	I-Net Communications, Inc.	PO Box 3010	Memphis, TN 38173	Vice President of Compliance		
Yes	ICG Telecom Group	161 Inverness Drive West, Suite 100	Englewood, CO 80112	William J. Maxwell, President	(303) 414-5000	06/06/2000
	iConnect Corporation	9600 Great Hills Trail, Suite 250 East	Austin, TX 78759	Christopher E. Hugman		10/13/2000
Yes	IDS Telecom LLC	1525 NW 167th Street, Suite 200	Miami, FL 33169	Michael Noshay, President	(305) 913-4000	02/15/2001
Yes	IG2, Inc.	80-02 Kew Gardens Road, Suite 5000	Kew Gardens, NY 11415	Bruce Hall, President	(718) 520-6500	02/23/2001
Yes	Image Access, Inc. d/b/a New Phone	3322 Hessmer Avenue, PO Box 7517	Metairie, LA 70010-9936	Gene R. Dry, President	(504) 834-9363	04/06/2001
	Inter-Mountain Cable, Inc.	5 Laynesville Road, PO Box 159	Harold, KY 41635	James Campbell	(606) 478-9401	01/17/2001
Yes	Inter-Mountain Cable, Inc. d/b/a Mikrotec Communications	5 Laynesville Rd., PO Box 159	Harold, KY 41635	Paul Gearheart, President	(606) 478-9401	
	Inter-World Communications, Inc.	56 Marietta Street, Suite 240	Atlanta, GA 30303	Syed Asghar H. Hasan, President		
	InterCept Communications Technologies, Inc.	3150 Holcomb Bridge Rd, Suite 200	Norcross, GA 30071	Mike Sulpy		02/12/2000
	Intercontinental Communications Group d/b/a Fusion Telecom	1415 West Cypress Creek Road, Suite 220	Ft. Lauderdale, FL 33309	Sadler James	(954) 331-2400	03/19/2001
	Interlink Network Resources, Inc.	659 Emory Valley Road	Oak Ridge, TN 37830	Mark Valentini, President		
Yes	Intermedia Communications, Inc.	One Intermedia Way	Tampa, FL 33647	Sr. Director, Regulatory Analysis & Compliance	(813) 829-0111	09/30/2000
	International Web Technologies, Inc.	3500 Boca Raton Blvd, Suite 902	Boca Raton, FL 33431	Jeffrey A. Davis		07/19/2000
	Interstate Telephone Group	P.O. Box 510	West Point, GA 31833	Robert Nyewaner, CFO		
	Intetech, L.C.	7077 Bonneval Road, Suite 600	Jacksonville, FL 32216	Mark Foss		03/28/2001
	IntraLEC, Inc.	3 Ravinia Dr., Suite 1450	Atlanta, GA 30346	Hon. Reginald P. McFarland, President		07/19/2000
	IPVoice Communications, Inc.	7585 East Redfield Road, Suite 202	Scottsdale, AZ 85260	Barbara S. Will, President	(602) 335-1231	02/15/2001
	Jake and Associates, Inc.	8249 N.W. 14th Street	Coral Springs, FL 33071	Jacov Berner, President		10/14/1999

	Janice Fendley	522 Twin Branch	Birmingham, AL 35226			
Yes	JATO Operating Two Corp.	6200 S. Syracuse Way, Suite 200	Greenwood Village, CO 80111-4739	Andrew R. Newell, Esq. - Carrier Relations	(303) 483-7221	10/16/2000
	JETCOM, Inc.	6601 Lyons Road, Suite D-2	Coconut Creek, FL 33073	Joseph Pierce, President		
Yes	Jilapuhn, Inc. d/b/a VI-Telco	2459 Roosevelt Highway, Suite A-2	Atlanta, GA 30337	Stan Roberson, CEO	(404) 684-1997	04/25/2001
	Kancharla Corporation	221 Metro Circle	Huntsville, AL 38501	Mr. Anil Reddy		10/27/2000
	King Tel, Inc.	401 SW 13th Place, #719	Deerfield Beach, FL 33441	Working Pierre, President		
	KMC Telecom Holdings, Inc.	3075 Breckinridge Blvd, Suite 415	Duluth, GA 30136	Michael Sternberg, President	(770) 806-4980	04/16/2001
	KMC Telecom II, Inc.	1545 Route 206, Suite 300	Bedminster, NJ 07921	Michael Sternberg, President		
Yes	KMC Telecom IV, Inc.	1755 North Brown Road, 3rd Floor	Lawrenceville, GA 30043	Nicole Hamilton, Regulatory Analyst	(678) 985-6261	02/15/2001
	KMC Telecom V, Inc.	1755 North Brown Road, 3rd Floor	Lawrenceville, GA 30043	Nicole Hamilton, Regulatory Analyst	(678) 985-6261	01/29/2001
Yes	Knology of Kentucky, Inc.	1201 O.G. Skinner Drive, P.O. Box 510	West Point, GA 31833	Bruce Schoonover, Jr. Director - Regulatory	(706) 645-3966	01/09/2001
Yes	LCI International Telecom d/b/a Qwest Communications Services	1801 California	Denver, CO 80202	Regulatory/Legal	(303) 992-6617	04/02/2001
Yes	LDD, Inc.	24 South Minnesota, PO Box 1608	Cape Girardeau, MO 63702	Edward Eagleton, President	(800) 455-1608	07/28/2000
	LEC Unwired, L.L.C.	% KMC, 3075 Breckinridge Blvd, Suite 415	Duluth, GA 30136	Don Menedez	(770) 806-4980	10/20/1999
Yes	LecStar Telecom Services, Inc. f/k/a Empire Telecom Services, Inc.	4501 Circle 75 Parkway, Bldg D, Suite 4210	Atlanta, GA 30339	Alan B. Thomas, Jr., Exec VP	(404) 659-9500	03/16/2001
Yes	Level 3 Communications, LLC	1025 Eldorado Boulevard	Broomfield, CO 80021	William P. Hunt, III, V.P. & Regulatory Counsel	(720) 888-1000	03/26/2001
	Lightning Communications, Inc.	P.O. Box 6034	Houma, LA 70361	Keith Forest, President		01/18/2001
Yes	Lightyear Communications, Inc.	1901 Eastpoint Parkway	Louisville, KY 40223	John J. Greive, Director of Legal Services	(502) 244-6666	10/10/2000
	Local Telecom Service, LLC	2525 South Shore Blvd., Suite 410	League City, TX 77573			
	LogicSouth, Inc.	110 Dutchman Boulevard	Irmo, SC 29063			12/30/1999
Yes	Louisville Lightwave d/b/a Lexington Lightwave	DDI Plaza Two - 500 Thomas Street, Suite 400	Bridgeville, PA 15107-2838	David Martin	(412) 221-1888	
	Louisville Lightwave LP	210 Kentucky Towers, 430 Muhammad Ali Blvd	Louisville, KY 40202	Randolph Fowler	(412) 221-6642	
	LS-One, Inc	3003 Lakeland Cove, Suite C	Jackson, MS 39225	Ted Carter, Manager, Interconnection		04/13/2001

	LTS of Rocky Mount, LLC	P. O. Box 7009	Rocky Mount, NC 27804			03/05/2001
	Lyxom, Inc.	360 Merrimack Street, Bldg 5, Suite 303	Lawrence, MA 01843	Christopher LeSaffre, President & CEO	(978) 681-1222	12/07/2000
	Madison River Communications, LLC	103 South Fifth St., P.O. Box 1167	Mebane, NC 27302	Bruce Becker, President		03/01/2001
	Main Telecom	PO Box 361	Columbia, SC 29202	Mark S. Stokes		
	Mainstream Communications, LLC d/b/a Mainstream New Media	2121 Ponce de Leon Blvd., Penthouse II	Coral Gables, FL 33134	P.E. McIntosh, Executive VP & COO		01/09/2001
	Maverix.net, Inc.	20 South Clark Street, 28th Floor	Chicago, IL 60603	James F. Kalishman, President	(312) 224-3100	05/25/2000
Yes	Max-Tel Communications, Inc.	105 North Wickham Street, PO Box 280	Alvoro, TX 76225	Rhonda Greer, Regulatory Assistant	(940) 427-8067	03/01/2001
Yes	Maxcess, Inc.	100 West Lucerne Plaza, Suite 500	Orlando, FL 32801	Doris Franklin, Regulatory Manager	(407) 496-7562	03/26/2001
	MCI Worldcom Communications	6 Concourse Parkway, Suite 3200	Atlanta, GA 30328	Wayne M. Rehberger, Vice President	(888) 605-0469	04/26/2001
	MCI Worldcom Network Services, Inc.	515 East Amite	Jackson, MS 39201-2701	Claire Daly, Legislative Regulatory Affairs	(601) 974-8240	04/26/2001
Yes	MCIMetro Access Transmission Services	780 Johnson Ferry Road, Suite 700	Atlanta, GA 30342	Susan J. Berlin	(404) 843-6375	06/07/2000
	Megsinet-CLEC, Inc.	225 West Ohio, Suite 200	Chicago, IL 60645	Michael Henry, President & CEO		
	MET Communications	15009 N. Dale Mabry Boulevard	Tampa, FL 33618-1816	Richard A. Mondor, Vice President	(813) 265-3663	02/11/2000
	Metrocall, Inc.	6910 Richmond Highway	Alexandria, VA 22306	Ralph Johnson	(703) 660-6677	12/10/1999
	Metrolink Internet Services of Port Saint Lucie Inc.	162 South Virginia Avenue, PO Box 7501	Tifton, GA 31793	Richard W. Gourley		04/06/2000
Yes	Metromedia Fiber Network Services, Inc.	360 Hamilton Avenue	White Plains, NY 10601	Karen Nations, Senior Attorney	(201) 531-8053	03/30/2001
Yes	Metropolitan Telecommunications of Kentucky d/b/a MetTel	44 Wall Street, 14th Floor	New York, NY 10005	Andoni Eonomou, Exec VP & Tamara Burgwardt, Dir.	(212) 607-2000	01/19/2001
	MexiTels Communications	5301 Peachford Circle	Dunwoody, GA 30338	Guillermo Rojas		01/18/2001
	MicroSun Telecommunications, Inc.	11471 West Sample Road, Suite 17	Coral Springs, FL 33065	Sam Raman		12/11/2000
	Mid Atlantic Telephone Company	1106 East Market Street	Greensboro, NC 27405	Thomas Woodson, Owner		09/07/2000
	Midwestern Telecommunications, Inc.	1424 E. 53rd Street, Suite 210	Chicago, IL 60615			12/20/2000
	Miracle Communications	PO Box 50155	Ft. Worth, TX 76105	Marcell Brown		12/04/2000
	Mobile Communications, Inc.	926 Shive Lane	Bowling Green, KY 42103-8000	Gerald Pryor, Secretary/Treasurer	(502) 843-9998	
	Momentum Business Solutions, Inc.	1401 20th Street South	Birmingham, AL 35205	Alan Creighton		09/20/2000
	Momentum Telecom, Inc.	3100 Kerner Blvd, Suite C	San Rafael, CA 94901	Gisela Macedo, Vice President	(415) 451-3877	

	Money To Go, Inc. d/b/a MTG Phone Service	3039 Davis Ford Road	Maryville, TN 37804	Ken Hawkins	(865) 681-3363	11/08/2000
	Moses Communications, Inc.	4350 Katonah Avenue	Bronx, NY 10470-1870	Leland Braggs		12/22/2000
	Mpower Communications Corporation	2 Premier Plaza, 5607 Glenridge Dr, NE, Suite 310	Atlanta, GA 30342	John Kerkorian		03/26/2001
	Multipage, Inc.	19 Atwood Highway	Milan, TN 38358	Alvin Escue		03/14/2001
	MVX.com Communications, Inc.	88 Rowland Way	Novato, CA 94945	Scott Schaefer		03/13/2001
	My-Tel, Inc.	3765 John Young Parkway	Orlando, FL 32904	Cecil Pinder, President		04/20/2000
	NA Communications, Inc.	234 W. Valley Street, Post Office Box 2304	Abingdon, VA 24212	Cathy Davis, President	(540) 676-3638	01/31/2001
	National Tel	6363 N.W. 6th Way, Suite 1000	Ft. Lauderdale, FL 33309-6143	Mark Mansour	(954) 491-9300	
	National Telecom, LLC	1205 Lantana Rd.	Crossville, TN 38555	Robert E. Jones	(931) 484-0086	03/13/2001
	Nationslink Communications, Inc.	3804 Sedgefield Drive	Valdosta, GA 31605	Michael Woodruff, President		03/05/2001
Yes	Navigator Telecommunications, LLC	PO Box 13860	North Little Rock, AR 72213-0860	Louis F. McAlister, President/CEO	(501) 301-1600	04/24/2001
	Net2000 Communications Services, Inc.	2180 Fox Hill Road	Herndon, VA 20171	Anthony Hansel, Counsel		06/16/2000
	NeTel, Inc. d/b/a TEL3	6300 N.E. First Avenue	Ft. Lauderdale, FL 33339-9100	Scott Lehman, President	(954) 756-9100	11/23/1999
Yes	Network Access Solutions Corp	3 Dulles Tech Center - 13650 Dulles Technology Dr	Herndon, VA 20121	Don S. Sussman, V.P. of Regulatory Affairs	(703) 793-5000	04/25/2001
	Network One, Inc.	2000 Riveredge Pkwy, Suite 900	Atlanta, GA 30328-4618	Gene Lane, President/CEO	(770) 980-0080	11/21/2000
Yes	Network Telephone Corporation	815 S. Palafox Street	Pensacola, FL 32501	Johnny Matthews, CFO	(850) 432-4855	01/18/2001
	Networks City	400 Ring Road, Suite 200	Elizabethtown, KY 42701	William Manis	(270) 735-1702	04/22/2001
	New Access Communications LLC	120 South 6th Street, Suite 950	Minneapolis, MN 55402	Steven C. Clay, President	(612) 321-9717	02/15/2001
	New Age Phone Service	2951 Satellite Boulevard, Apt 216	Duluth, GA 30096	Lisa Jimenez, Owner		
	New Connect, Inc.	8505 Freeport Parkway North, Suite 380	Irving, TX 75063	Robert H. Shields, Sr., General Manager	(877) 929-4344	02/15/2001
	New Dimension Communications, Inc. d/b/a Fast Phones	5710 Rivers Avenue, Suite 104	North Charleston, SC 29406	Wayne Green		03/28/2001
Yes	New Edge Network, Inc. d/b/a New Edge Networks	3000 Columbia House Blvd., Suite 106	Vancouver, WA 98661	Susan McAdams, VP, External Affairs	(360) 693-9009	03/26/2001
Yes	NewPath Holdings, Inc.	4364 114th Street	Des Moines, IA 50322	Sandra Adams, Director of Regulatory	(515) 334-4000	11/21/2000
Yes	NewSouth Communications, Corp	NewSouth Center, Two North Main Street	Greenville, SC 29601	Lori Reese, Dir Govt Regulation	(864) 672-5000	10/18/2000



	Nexstar Communications, Inc.	2424 North Federal Highway, Suite 205	Ft. Lauderdale, FL 33431	Daniel Jones		12/30/1999
	Nextel West Communications, Inc.	1505 Farm Credit Drive	McLean, VA 22102	Nancy Carlsen, Manager	(703) 394-3000	
	NEXTLINK Kentucky, Inc.	810 Jorie Blvd, Suite 200	Oak Brook, IL 60523	Brian Rankin, V.P., Legal & Regulatory Affairs		10/13/2000
Yes	Norcom, Inc. d/b/a Norwegian Communications	40 S.E. 5th Street, Suite 500	Boca Raton, FL 33432	Eric Mostrum, President	(561) 392-2550	04/22/2001
	North American Software Association	Tri-State Comm. Pk, Bldg 1000, 751 County Rd 989	Iuka, MS 38852	J. N. Hibbard		06/20/2000
	North American Telecommunications Corp.	875 Merrick Avenue	Westbury, NY 11590	Charles McGllone, VP Marketing & External Affairs		12/11/2000
Yes	North American Telephone Network	4151 Ashford-Dunwoody Road, Suite 675	Atlanta, GA 30319	Hans Kasper, President		
Yes	NorthPoint Communications, Inc.	222 Sutter Street, Suite 700	San Francisco, CA 94108	Christine Mailloux	(415) 403-4003	12/20/2000
	NOS Communications d/b/a International Plus	4380 Boulder Hwy	Las Vegas, NV 89121	Marlow Oliver, General Counsel	(702) 547-8421	03/26/2001
Yes	NOS Communications, Inc.	4380 Boulder Hwy	Las Vegas, NV 89121	Marlow Oliver, General Counsel	(702) 547-8421	03/26/2001
Yes	NOW Communications, Inc.	2000 Newpoint Parkway, Suite 900	Lawrenceville, GA 30043	R. Scott Seab, Vice President, Regulatory Affairs	(719) 633-3059	04/16/2001
	NPCR, Inc. d/b/a Nextel Partners	4500 Carillon Point	Kirkland, WA 98033	Donald J. Manning, Vice President	(425) 828-1713	03/19/2001
	NPCR, Inc. d/b/a Nextel Partners	4500 Carillon Point	Kirkland, WA 98033	Donald J. Manning, Vice President	(425) 828-1713	04/27/2001
	NPCR, Inc. d/b/a Nextel Partners	4500 Carillon Point	Kirkland, WA 98033	Donald J. Manning, Vice President	(425) 828-1713	01/18/2000
	Ntegrity Telecontent Services, Inc.	250 S. President Street, First Floor	Baltimore, MD 21202	Jeff Morrison, Regulatory Division	(410) 528-8900	08/25/2000
Yes	Nustar Communications Corp.	1700 Hayes Street, Suite 101	Nashville, TN 37203	Ray Roberts	(615) 742-3440	05/15/2000
	Nustar Telephone Company, Inc. d/b/a Televia Communications	3440 Peachtree Industrial Blvd.	Atlanta, GA 30341	Joe Macaluso, President		05/12/2000
Yes	NuVox Communications, Inc. f/k/a TriVergent Communications, Inc.	301 North Main Street, Suite 5000, PO Box 6068	Greenville, SC 29606	Shaler P. Houser, CEO	(864) 331-7900	04/10/2001
Yes	O1 Communications of Kentucky, LLC	62 North Chapel Street, Suite 203	Newark, DE 19711	Rudolph J. Geist	(302) 456-9900	07/19/2000
Yes	Ohio County Networks d/b/a Greater Ohio Valley Communications	105 Southdale Drive	Hartford, KY 42347	Robert Canary, Owner/Operator	(270) 298-9331	03/05/2001
	Oltronics, Inc.	4303 Vineland Road, Suite F6	Orlando, FL 32811	Bob Oliver		05/23/2000
	Omnicall International	269 Giralda Avenue, Suite 203	Coral Gables, FL 33134	Kay Ramos, CEO		
Yes	OmniCall, Inc.	430 Woodruff Road, Suite 450	Greenville, SC 29607	Tina Tecce, Regulatory	(864) 297-4336	04/09/2001
Yes	Omniplex	17 Research Park	St Charles, MO	Richard D. Petty, Vice	(636)	08/22/2000

	Communications Group, LLC		63304	President	433-6700	
	One Call Telecom, Telecommunications	706 Second Avenue, South, Suite 1200	Minneapolis, MN 55402	Joseph Rubin, CEO/President	(612) 204-3500	
No	One Communications Systems, Inc.	605 North Main Street, PO Box 2160	London, KY 40741	Charles L. Culton, President		04/22/2001
	OneStar Long Distance	7100 Eagle Crest Blvd, Suite B	Evansville, IN 47715	Ami Larrison, Director of Regulatory Affairs	(812) 437-7726	04/04/2001
	Optilink Communications, Inc.	PO Box 7501	Tifton, GA 31793			10/18/2000
Yes	P.V. Tel. L.L.C.	1999 East Stone Drive, Suite 413	Kingsport, TN 37664	J. Buck, III, President		03/09/2000
	Page Plus, Inc.	7640 Abercorn Street	Savannah, GA 31406	Randy Chu, President		
	PageMart Wireless, Inc.	3333 Lee Parkway, Suite 100	Dallas, TX 75219	Michael Lambring		02/16/2000
	PageNet, Inc.	14911 Quorum Drive	Dallas, TX 75240	David P. Gamble, VP External Affairs		12/14/1999
	Palm Beach Telephone Company	Phillips Point Suite 800W, 777 S. Flager Drive	West Palm, FL 33401	Peter Reed, President		03/17/2000
Yes	Pathnet, Inc.	11720 Sunrise Valley Drive, 2nd Floor	Reston, VA 20191	Mary McDermott, Senior Vice President	(703) 390-1000	12/20/2000
	Personal Paging Systems, Inc.	9 LaGrange Street	Newnan, GA 30263	Chris Horton		02/16/2001
	Phone Home, Inc.	207 North Memorial Parkway	Huntsville, AL 35810	Timothy Hastings		01/20/2000
	Phone Reconnect of America	8442 South Federal Highway	Port St. Lucie, FL 34952	Darrell Evans		01/20/2000
Yes	Phone-Link, Inc.	230 Yager Avenue, Suite 3	LaGrange, KY 40031	David Wigginton, Vice President	(502) 225-9100	03/27/2001
	Phoneright, LLC	440 South Perry Street	Lawrenceville, GA 30045	Corey Baker		08/10/2000
	Pilgrim Telephone, Inc.	One Kendall Square, Suite 450	Cambridge, MA 02139-9171	Stan Kugell, Vice President	(617) 225-7000	01/15/2001
	Pilgrim Telephone, Inc.	One Kendall Square, Suite 450	Cambridge, MA 02139-9171	Stan Kugell, Vice President	(617) 225-7000	05/08/2000
	Pinnacle Telecom f/k/a Advanced Cellular Corporation	3754 Central Avenue	St. Petersburg, FL 33711	James Lewis, CEO	(813) 327-3355	04/07/2000
	PlanetLink Communications, Inc.	165 West Wieuca Road, Suite 205	Atlanta, GA 30342	Kayode Aladesuyi, President/CEO		01/04/2000
	PNG Telecommunications, Inc. d/b/a PowerNet Global Communications	PO Box 1848	West Chester, OH 45071-1848	Dennis M. Packer, General Counsel	(513) 942-7900	04/03/2001
	PointeCom, Inc. d/b/a Telscape Communications	606 East Huntington Drive	Monrovia, CA 91016	Michael Gonzalez, Director of Legal Services		09/20/2000
	Positive Investments, Inc. d/b/a Reconnection Plus	PO Box 5701	Destin, FL 32540	M. David Arrington		12/04/2000
	Pre-Paid Local Access Phone Service	12611 S. Princeton Avenue	Chicago, IL 60628	Jodi Williams, Chairman and CEO		
Yes	Preferred Carrier	14681 Midway	Addison, TX	Jon Pesnell, CFO	(972)	03/01/2001

	Services	Road, Suite 105	75001		503-3388	
	Preferred Payphones	3941 Ryan Street, Suite K	Lake Charles, LA 70605	George Papania, President	(318) 480-3663	
	Premier Connection, Inc.	6774 Denna Court	Mobile, AL 33695	Jerry Max Brown, Owner		01/05/2000
	Premiere Network Services, Inc.	1510 North Hampton Road, Suite 120	DeSoto, TX 75115	Jacquetta Peace, Operations Manager	(888) 773-4374	03/14/2001
	Prime Time Long Distance Services, Inc.	7611 Wave Drive	New Orleans, LA 70128	Richard Briscoe, President		12/11/2000
	Pro Telecom, Inc.	125 Gadsden Street, Suite 200	Tallahassee, FL 32301	Carrie Norris		10/20/1999
	Progress Telecommunications, Inc.	100 Second Avenue South, Suite 400S	St. Petersburg, FL 33701	Ronald Mudry, Vice President, General Manager		06/23/2000
	Progressive Telecommunications Corp.	601 Cleveland Street, Suite 930	Clearwater, FL 33755	Barry Shelvin		10/04/1999
	Protecall Services, Inc.	3060 Mercer University Dr, Suite 110	Atlanta, GA 30375	Dominic Carubba, Owner/President		
	Push Button Paging & Communications	2115 Windsor Spring Road, Suite 12	Augusta, GA 30904	Lawrence Hausbro, President/CEO	(706) 560-0400	08/01/2000
	Pyramid Communications Services	PO Box 741110	Riverdale, GA 30274	Byron Higginbotham, President/Owner		04/13/2000
	Quality Telephone	PO Box 141048	Dallas, TX 75214-1048	Frank McGovern		03/14/2001
	Quantum Phone Communications, Inc.	62443 Graham Street	Amite, LA 70422	Corey David		06/20/2000
Yes	Quick-Tel Communications, Inc.	456 W. Rock Island, PO Box 196	Boyd, TX 76023	Shirley Moran, President/CEO	(800) 583-2289	
	Qwest Communications Services, Inc.	1801 California	Denver, CO 80202	Regulatory/Legal	(303) 992-6617	04/02/2001
	QwiK-Com Communications, LLC d/b/a QwiK Phone	P.O. Box 210	Golden, MS 38847			05/12/2000
	Radiofone, Inc.	3131 North I-10 Service Road	Metairie, LA 70002	W. Harrell Freeman, Vice President		
	Ram Technologies, Inc.	2025 13th Street, PO Box 2558	Ashland, KY 41105-2558	V.P. Engineering	(606) 324-1119	05/09/2000
	Rebound Enterprises d/b/a REI Communications	1005 Polk Street	Bartow, FL 33830	Carl J. Burgess, President/CEO		
	Reconnect Services, Inc.	108 Fisher	Pearl River, LA 70452	Eric M Fritcher, President		10/13/1999
	Reed Communications, Inc.	5555 Oakbrook Parkway, Suite 165	Norcross, GA 30093	Peter J. Baker, President		03/26/2001
	RGW Communications, Inc.	1127 Leverett Road	Warner Robins, GA 31088	Robert G. Watson, President		
Yes	Rhythms Links, Inc.	9100 E. Mineral Circle	Englewood, CO 80012	Corine E. MacAdams, Manager Regulatory Compliance	(303) 876-2533	04/04/2001
	Robin Hood Telecommunications, Inc.	2193 Northlake Pkwy, Suite 108	Tucker, GA 30084-4115	Cliff McGlamry, President	(770) 939-5800	
Yes	Ruddata Corporation	523 South 3rd	Paducah, KY	Stephen T. Rudd,	(270)	03/26/2001

		Street	42003	President	442-0060	
	Sail NetWorks, Inc.	9065 Barnwell Road	Alpharetta, GA 30022	Thomas A. Kowalewski		10/13/2000
	Sandhills Telecommunications Group, Inc.	1648 Taylor Road, Suite 333	Daytona Beach, FL 32124	Michael C. Yovanovich		08/25/2000
	Satcom Systems, Inc.	1801 Australian Avenue, Suite 203	West Palm Beach, FL 33409	Nathan Gross, Vice President		
	Satellink Paging	4400 River Green Parkway, Suite 100	Duluth, GA 30096	Dan Lensgraf		03/17/2000
	Savanah CLEC Network, Inc. d/b/a Linedrive Communications of Savanah	1317 Bull Street	Savanah, GA 31401	Steve Jiran		04/25/2001
Yes	SBC Telecom, Inc.	5800 Northwest Parkway, Suite 125	San Antonio, TX 78249	Kevin M. Chapman, Director-Regulatory Relations	(210) 641-3870	04/17/2001
	SCSI, Inc.	1901 Main Street, Suite 1125, Compartment 400	Columbia, SC 29201	Brian Connelly, President		
Yes	ServiSense.com, Inc.	180 Wells Avenue, Suite 450	Newton, MA 02459-3302	Richard Wheeler, Esq., Regulatory Coordinator	(617) 848-8000	08/03/2000
Yes	Seven Bridges Communications, LLC f/k/a EFS, Inc.	500 Richardson Road South, Suite A	Hope Hull, AL 36043	Richard Keeshan, V.P.	(334) 281-5551	10/06/2000
	Sigma Networks Telecommunications, Inc.	2191 Zanker Road	San Jose, CA 95131-2109	Phillip Lin	(408) 382-7500	12/07/2000
	Signature Communications, Inc.	603 Governors Drive	Huntsville, AL 35801	William Flores		05/23/2000
Yes	Smart-Tel Communications	2728 Scottsville Road, #9	Bowling Green, KY 42103	Mr. Tony Ragland, Owner	(270) 846-1349	04/26/2001
	Source One Communications, Inc.	2320 "B" North Monroe Street	Tallahassee, FL 32303	John Hohman, Chief Executive Officer		03/14/2001
	Southeastern Area Regional Communications, Inc.	2416 Windsor Springs Road, Unit 3	Augusta, GA 30906	Edward Bowman, President/CEO		06/23/2000
	Southeastern Communications, Inc.	3677 Hoffstra Court, Office B	Decatur, GA 30034	Mark A. Seals, Vice President		08/01/2000
	Southeastern Services, Inc.	P.O. Box 365	Macclenny, FL 32065	Mark Woods		02/12/2000
	Southern Phon-Reconnek, L.L.C.	1749 Candler Rd	Decatur, GA 30034-3276	L. W. Myers, Secretary	(404) 449-7879	
	Southern Telecommunications Company, Inc.	391 Edgewood Terrace	Jackson, MS 32911	David Goodwin		10/10/2000
	Southern Telemanagement Group, Inc.	1101 Gulf Breeze Parkway, Suite 109	Gulf Breeze, FL 32561	Keith English	(850) 934-6444	01/09/2001
	Southern Telemanagement Group, Inc.	1101 Gulf Breeze Parkway, Suite 109	Gulf Breeze, FL 32561	Keith English	(850) 934-6444	10/27/2000
	Spardi, Inc.	PO Box 801109	Acworth, GA 30101	Anthony Bowen, CEO		03/05/2001
	Spartan Debt Services Corporation	519 Federal Street, Parkade Building,	Camden, NJ 08105	James E. Peacock, President	(609) 963-0800	

		Suite 202				
	Speedy Reconnect, Inc.	4400 Trenton Street, Suite F	Metairie, LA 70006	John Collender, Jr., President		08/01/2000
	Spring Board Telecom	PO Box 12100	Rock Hill, SC 29731	Frank Mobley		11/12/1999
Yes	Sprint Communications Company, LP	8140 Ward Parkway, PO Box 8417	Kansas City, MO 64114-0417	Vice President - State Regulatory Affairs	(800) 267-6252	12/20/2000
	Sprint Communications Company, LP	3100 Cumberland Circle	Atlanta, GA 30339	W. Richard Morris		03/05/2001
Yes	State Discount Telephone, LLC	2023 Sam Houston Avenue, #2	Huntsville, TX 77340	Misty Fruge	(936) 295-9600	08/25/2000
Yes	Sterling International Funding d/b/a Reconex	2500 Industrial Avenue	Hubbard, OR 97032	Jim Wheeler, VP of Operations	(503) 982-4000	
Yes	Sun-Tel USA, Inc.	10169 Foxcraft Road West	Jacksonville, FL 32257	Johan J. Babadi, President		
Yes	Supra Telecommunications & Information Systems, Inc.	2620 SW 27th Avenue	Miami, FL 33133	Abdul Olasewere, Secretary	(305) 443-3710	03/06/2001
	Suretel, Inc.	5 North McCormick	Oklahoma City, OK 73127	Thomas F. Riley, Jr., COO	(405) 946-1200	05/12/2000
	SwiftTel Communications, Inc.	120 Jackson Street	Vadalia, GA 30474	Doug Baird		10/13/2000
	Talk Time Communications, LTD	107-35 Merrick Blvd.	Jamaica, NY 11433-2416	Sam Smargon	(718) 658-8364	
Yes	Talk Too Communications	8829 Lem Turner Road	Jacksonville, FL 32208	Ray Jones	(904) 766-3829	
	Talk-USA, Inc.	8710 Lone Star Road	Jacksonville, FL 32211	Alycia Massey, President/CEO	(888) 838-3526	10/14/1999
Yes	Talk.com Holding Corp.	6805 Route 202	New Hope, PA 18938	Tina Tecce, Regulatory Affairs Manager	(215) 862-1500	04/09/2001
Yes	TCG Ohio (Teleport Communications Group)	222 West Adams St, 11th Floor	Chicago, IL 60606	Daniel M. Noorani	(718) 355-2000	10/27/2000
Yes	Tel West Communications	PO Box 94447	Seattle, WA 98124-6747	Jeff Swickard, President	(206) 933-1119	04/29/2001
Yes	Tel-Link Kentucky, LLC	1001 Third Avenue West, Suite 354	Bradenton, FL 34205	Michelle Dodson McKay, Director of Regulatory	(941) 750-0110	
	Tele-Phone Communications, Inc.	766 Riverside Drive	Coral Springs, FL 33071	Gary Pretner, President		05/23/2000
	Tele-Source	1440 Highway 70 East	Dixon, TN 37055	Gary Edwards, President/Owner		05/09/2000
	Tele-Sys, Inc.	138 Fairbanks Plaza	Oak Ridge, TN 37830	J. F. Jamison, President		08/01/2000
	Telebase Network Services	1000 Cambridge Square, Suite D	Alpharetta, GA 30004-1830	Jennifer Schoenhofer, Vice President	(770) 663-7565	12/09/1999
	Telebeeper, Inc.	3280 Lake Worth Road, Suite 3	Lake Worth, FL 33461	Oscar M. Nordarse, President		02/16/2000
Yes	TeleConex, Inc.	4100 Barrancas Avenue	Pensacola, FL 32507	Chris Watson, Vice President	(850) 458-7609	04/22/2001
	Telepak, Inc.	125 South Congress, Suite 1000	Jackson, MS 39201	Hu Meena		11/14/1999
	Telephone Company of Central Florida	3599 W. Lake Mary Blvd, Suite E	Lake Mary, FL 32746	Barbara Greene, Regulatory Administrator	(407) 328-5002	03/05/2001

	Telephone One, Inc.	8855 S. W. 27th Street	Miami, FL 33165	Oswaldo Fernandez		
	Telera Communications, Inc.	910 E. Hamilton Avenue, Suite 200	Campbell, CA 95008	Scott Temple, Senior Technical Staff	(408) 626-6852	08/16/2000
	Telergy Network Services, Inc.	One Telergy Parkway	East Syracuse, NY 13057	Theresa Atkins, Esq., Assistant General Counsel	(315) 362-2000	01/22/2001
	Teletouch Communications, Inc.	110 North College, Suite 200	Tyler, TX 75702	Michael Batis		04/07/2000
	Telicor, Inc.	100 West Harrison, Suite S200	Seattle, WA 98119	Mark Bieraugle		03/26/2001
Yes	Teligent Services, Inc.	8065 Leesburg Pike, Suite 400	Vienna, VA 22182	Jennifer Seeger-Martin, Regulatory Analyst	(703) 288-5657	01/06/2001
	TelSon Communications, Inc.	106 BroadMoor Blvd	Monroe, LA 71203	Eric Whitten, Chief Operations Officer		02/15/2001
	Telstar International, Inc.	4419 Floyd Road	Mableton, GA 30059	Deborah Savage, VP of Operations	(770)( 941-233	01/11/2000
	TELTRUST, Inc.	221 N. Charles Lindbergh Drive	Salt Lake City, UT 84116-2872	Steve Swenson, Vice President & General Counsel	(801) 535-2000	
Yes	Tempest Communications Company	4525 Production Drive	Dallas, TX 75235	Sean T. Hamada, Esq. - President	(214) 637-8887	09/20/2000
	Tennessee Waste Movers d/b/a East Tennessee Phone Services	PO Box 397	Lenoir City, TN 37771	Harry Gillman, Owner/President	(423) 986-0217	01/06/2000
	Texas Hometel, Inc. d/b/a 877-Ring Again	4302 Ross Avenue	Dallas, TX 75372	Keith Carter		04/16/2001
	The Basico Group, Inc.	814 Ponce de Leon, Suite 207	Coral Gables, FL 33134	Daniel Garcia, VP - Operations		04/04/2000
	The Mobile Phone Company, Inc.	5030 Champion Blvd	Boca Raton, FL 33496-2473	Craig Isrow, President	(561) 241-7776	05/09/2000
Yes	The Money Place, LLC	1203 South Ury Street, Suite B	Union City, TN 38261	Ellis Falkoff, Partner	(731) 885-7500	04/02/2001
Yes	The Other Phone Company d/b/a Access One Communications, Inc.	12001 Science Drive, Suite 130	Orlando, FL 32826	Tina Tecce, Regulatory	(407) 313-1300	04/09/2001
	Tidal Communications, Inc.	9874 Ridgeway Road	Boca Raton, FL 33496	John Sampson		06/23/2000
Yes	Time Warner Telecom	9490 Meridian Way	Cincinnati, OH 45069	Thomas Cloud, General Manager	(513) 644-5820	05/12/2000
Yes	Time Warner Telecom of Ohio, LP	10475 Parks Meadows Drive	Littleton, CO 80124	Vice President, Regulatory	(303) 566-1000	04/03/2001
Yes	Tin Can Communications, L.L.C. d/b/a The Cube	1003 Wirt Road, Suite 202	Houston, Texas 77055	James Mahan, General Manager	(713) 465-2823	08/11/2000
	TLX Communications, Inc. d/b/a TelAmerica	263 Third Street, Suite 208	Baton Rouge, LA 70801	John Brydels, Jr., President		12/04/2000
	Topp Comm, Inc.	8390 NW 25th Street	Miami, FL 33122	Mr. Joe Froh, President & CEO		
	TOTALink of Kentucky, LLC	124 Grove Street, Suite 220	Franklin, MA 02038	Michael J. Angi	(508) 553-7000	02/15/2001
	Touch 1 Communications, Inc.	100 Brookwood Road	Atmore, AL 36502	Kathy Hawkins, President	(334) 368-8600	
	Tower Communications,	1830 N.E. 2nd	Gainsville, FL	Timothy P. Becks,		06/13/2000

	Inc.	Street	32609	President		
Yes	Trans National Telecommunications	8626 Tesoro Drive, Suite 440	San Antonio, TX 78217	Timothy G. Shelby, President		04/12/2000
Yes	TranStar Communications, LLC	P.O. Box 211807	Bedford, TX 76095-8807	Larry Matteson		
	Treehouse, Inc. dba Video Connection, Inc.	3331 St. Charles Avenue	New Orleans, LA 70015-4533	Warren Hildebrand, President	(504) 891-4213	
Yes	Tricom Mobile Paging	1401 Highland Avenue	Carrollton, KY 41008	E. Darren Mefford, President/CEO		04/22/2001
	TriComm, Inc.	1117 Perimeter Center West, Suite 510 East	Atlanta, GA 30338	Mychal Walker, President		06/20/2000
	Tritel Communications, Inc.	111 E Capitol Street, Suite 500	Jackson, MS 39201	Roland Patterson, Vice President-Network Systems	(601) 914-8056	03/01/2001
	Trusted Net, Inc.	775 Franklin Road, Suite 100	Marietta, GA 30067	Joe Pierce		05/15/2000
	TSR Wireless LLC	2200 Fletcher Avenue, 4th Floor	Fort Lee, NJ 07024	Cindy Jackson		07/19/2000
	TTE, Inc.	3870 Leads Avenue, Suite 107	N. Charleston, SC 29405-7493	John A Mitchum, President	(803) 744-0150	
Yes	TZAK Wireless, Inc. d/b/a Talk Now USA	630 Skylark Drive, Suite L, PO Box 30073	Charleston, SC 29407	Brandon Sharp, VP of Operations	(877) 584-4549	03/19/2001
	U S Cellular	8410 Bryn Mawr Avenue	Chicago, IL 60631	Jim Nauman, Dir of Network Planning & Purchasing	(773) 399-8900	
	U.S. Long Distance, Inc.	9311 San Pedro, Suite 100	San Antonio, TX 78216	Keneth F. Melley, Jr.		
	U.S. West Interprise America, Inc.	4250 North Fairfax Drive, 13th Floor	Arlington, VA 22203	Carol P. Kuhnow, Regional Director	(703) 363-3189	04/02/2001
	UNICOM Communications, LLC	581 W Palmer Street	Franklin, NC 28734	Dennis Parker, President		12/20/2000
	United States Telecommunications, Inc.	13902 North Dale Mabry, Suite 212	Tampa, FL 33618	Richard Pollara, President		08/01/2000
Yes	Unity Acquisition Co, Inc. d/b/a Unity Communications, Inc.	108 Business Park Drive, Suite A	Ridgeland, MS 39157	Phil Rice		12/07/2000
	Universal Access, Inc.	233 S. Wacker Drive, Suite 600	Chicago, IL 60606	Tina Tygielski	(312) 660-5072	01/24/2001
	Universal Services	602-B East Elk Avenue	Elizabethton, TN 37643	Floyd Manley, Dir. Of Operations		
Yes	Universal Telecom, Inc.	105 E. Adams Street, PO Box 679	LaGrange, KY 40031-0679	David W. Wigginton, President	(502) 222-9004	03/31/2001
	UniversalCom, Inc f/k/a Data & Electronic Services, Inc. (Withdrawn)	185 Stahlman Avenue, P.O. Box 1585	Destin, FL 32540-1585	Bill Harris, Project Manager	(850) 837-0077	
Yes	University Telecom, Inc.	611 N. Carol Malone Blvd.	Grayson, KY 41143	Jeffrey Wente, President/CEO	(606) 474-3250	03/28/2001
	Urban Communications, LLC	3761 Cambellton Road	Atlanta, GA 30331	Pat Keaton, President		
	US Dial Tone, Inc.	23705 I.H. 10 West, Suite 210	San Antonio, TX 78257	Robert T. Mahler, President		01/20/2000
	US LEC of North Carolina LLC	% Morocroft, 6801 Morrison Blvd.	Charlotte, NC 28211		(704) 319-1000	12/11/2000
	US LEC of North	% Morocroft, 6801	Charlotte, NC		(704)	12/11/2000

	Carolina, Inc.	Morrison Blvd.	28211		319-1000	
	US LEC of Tennessee, Inc. d/b/a US LEC Communications, Inc.	6801 Morrison Blvd	Charlotte, NC 28211	Aaron Cowell, Exec VP & General Co	(704) 319-1000	04/02/2001
	US Phone, Inc.	3927 Downman Road	New Orleans, LA 70126	Ryan Bickham, President/CEO		05/15/2000
	USA Digital, Inc.	100 West Lucerne, Suite 600	Orlando, FL 32801	Mark D. Cobb, President		07/07/2000
	USA Digital, Inc.	100 West Lucerne, Suite 600	Orlando, FL 32801	Mark D. Cobb, President		05/09/2000
Yes	USA Quick Phone	1703 A 16th Street	Bridgeport, TX 76426	Randall Brooks, President/CEO		09/20/2000
	USA Telecom, Inc. f/k/a International Design Group, Inc.	3201 Griffin Road	Dania, FL 33312	David Raymond, President	(800) 327-8310	06/23/2000
	USA Telecommunications, Inc.	1541 West Blue Herron Blvd	Riviera Beach, FL 33404	Ethel Henry, President		
Yes	USLD Communications, Inc.	1801 California	Denver, CO 80202	Regulatory/Legal	(303) 992-6617	04/02/2001
	Vanguard Cellular	2002 Pisgah Church Rd, Suite 300	Greensboro, NC 27455	Phillip Smith, Esq.	(910)282-3690	
	VarTec Telecom, Inc.	1600 Viceroy	Dallas, TX 75235	Kevin Allen, Regulatory Analyst	(214) 424-1513	04/11/2000
Yes	Vast-Tel Communications, Inc.	1703 A 16th Street	Bridgeport, TX 76426	Ray Kelley, President		
	VBI 2000, LLC	PO Box 12270	Jackson, MS 39236	Randy James		01/05/2000
	Vectris Telecom, Inc.	6500 River Place Blvd, Bldg 2, 2nd Floor	Austin, TX 78730	Jacquelyn Caldwell, Senior Regulatory Manager	(512) 241-2800	02/15/2001
Yes	Velocity Networks of Kentucky, Inc.	3720 Arrowhead Avenue, Suite 200	Independence, MO 64057	R. David Edwards, President	(816) 795-2700	03/12/2001
	Verizon Advanced Data, Inc.	1166 Avenue of the Americas, 22nd Floor	New York, NY 10036	Thomas A. Kiernan, Director of Regulatory Affairs	(212) 278-8416	04/02/2001
	Verizon Avenue Corp.	12901 Worldgate Drive	Hendon, VA 20170	Dan O'Connell		03/05/2001
Yes	Verizon Select Services, Inc.	6665 N. McArthur	Irving, TX 75039	Kathleen Hodges, Manager-Regulatory	(972) 465-4492	02/13/2001
Yes	VI-Telco a division of Jilapuhn, Inc.	2459 Roosevelt Highway, Suite A-2	Atlanta, GA 30337	Stan Roberson, CEO	(404) 684-1997	11/20/2000
	Video Center, Inc.	1002 Memorial Blvd	Murfreesboro, TN 37130	David Jones, President		
	Vison Prepaid Services, Inc.	1101 Gulf Breeze Parkway, Suite 1, PO Box 1087	Gulf Breeze, FL 32562	Frank A. Brown, President	(850) 934-6444	04/02/2001
	Vitts Networks, Inc.	77 Sundial Avenue	Manchester, NH 03103	Thomas Lyle, Regulatory Affairs Manager	(603) 656-8000	12/07/2000
	Voice Magic Telecommunications, Inc.	3400 Fernandina Road	Columbia, SC 29210	Steve Rodgers		01/18/2001
	Voice Vision International	444 South Flower Street, Suite 4188	Los Angeles, CA 90071	Cardinal Southwell		04/16/2001
Yes	Wakul, Inc.	7809 Cooper Road	Cincinnati, OH 45242	Sean D. Curran, Chief Operating Officer	(513) 936-3423	01/11/2001
	WebShope	16 Broad Street,	Alexander City,	Earl Baumgardner		10/27/2000



	Communications, Inc.	Suite 1	AL 35010			
Yes	Williams Local Network, LLC	2900 One Williams Center	Tulsa, OK 74172	Kathy L. Hough, Regulatory Affairs Analyst	(918) 573-9140	03/29/2001
	Winstar Telecommunications, Inc.	PO Box 542285	Dallas, TX 75354	Stephen V. Murray, Sr. Director Regulatory Affairs	(214) 672-4700	02/16/2001
	Wood's Performance Center, Inc. d/b/a CellPage	3042 Lone Oak Road, Suite C	Paducah, KY 42003	Mr. Robin Wood, President		05/15/2000
Yes	WorkNet Communications, Inc.	7777 Bonhomme Avenue, Suite 2000	St. Louis, MO 63105	Michele Wright	(314) 727-7950	12/20/2000
	World Access Communications Corporation	1160 N.W. 159th Drive	Miami, FL 33169	Mr. Carlos Rodriguez		06/13/2000
	World Satellite Network America, Inc.	1477 Fair Avenue	Columbus, OH 43205	Curtis Strozier		08/24/2000
	Worldwide Internet Services	4750 North Dixie Highway	Oakland Park, FL 33334	Robert Balucci		12/20/2000
	Xspedius Corp.	901 Lakeshore Drfive	Lake Charles, LA 70629	Clements LeJeune, VP of Engineering		03/28/2001
	Z-Tel Communications, Inc.	601 South Harbour Island Blvd., Suite 220	Tampa, FL 33602	Don Davis	(813) 273-6261	01/09/2001
	Zephion Networks Communications, Inc. f/k/a Domino Networks	2950 Gallows Road	Falls Church, VA 22042	Woody Taylor, VP of Regulatory Affairs	(571) 226-1434	02/16/2001



VW-3  
CLECS WITH OVER 10 LINES  
IN BELLSOUTH KENTUCKY AREA  
METHOD ONE

CLECs with Over 10 Lines  
in BellSouth KENTUCKY Area  
METHOD ONE

KENTUCKY MARCH 2001 Status		Resold Lines		----- Estimated ----- Facilities-based Lines			Total Local Lines
		RES	BUS	RES	BUS	TOTAL	
<b>Facilities-based Lines: Method 1</b>							
1	ACCESS INTEGRATED NETWORKS						
2	ADELPHIA BUS. SOLUTIONS (Hyperion)						
3	AERO COMMUNICATIONS						
4	ALEC, INC.						
5	AT&T LOCAL SERVICES						
6	BUSINESS TELECOM ( BTI ) (incl FiberSouth)						
7	COMMUNITY TELEPHONE						
8	COVAD COMM ( incl BLUESTAR )						
9	CRG INTERN'L dba NETWORK ONE						
10	DSLNET COMMUNICATIONS						
11	E.SPIRE COMM. ( ACSI )						
12	ESSEX COMMUNICATIONS ( dba eLEC )						
13	GLOBAL CROSSING TEL. (incl. FRONTIER)						
14	GLOBAL NAPS						
15	ICG COMMUNICATIONS (fka Intelcom)						
16	IDS TELECOM						
17	INTER-MOUNTAIN CABLE (aka Gearheart Comm)						
18	LDD COMMUNICATIONS						
19	LECSTAR (fka Empire Telecom)						
20	LEVEL 3 COMMUNICATIONS						
21	LIGHTYEAR COMMUNICATIONS						
22	NETWORK TELEPHONE (incl. LightNetworks)						
23	NEW SOUTH COMM. ( incl. UniversalCom )						
24	SOUTHEAST TELEPHONE						
25	TELEPORT COMMUNICATIONS (TCG)						
26	TEL-SPAN COMMUNICATIONS						
27	THE OTHER PHONE (dba AccessOne, Talk.com)						
28	TRIVERGENT - NUVOX (STATE COMM)						
29	US LEC						
30	VISION COMMUNICATIONS (aka Ruddata)						
31	Z-TEL COMMUNICATIONS						
<b>Method 1: Facilities-Based Total</b>		<b>5,939</b>	<b>11,120</b>	<b>3,501</b>	<b>57,067</b>	<b>60,568</b>	<b>77,627</b>

BST Confidential (CPNI) Data  
No distribution outside BellSouth without permission.

" - " = NO DATA

CLECs with Over 10 Lines  
in BellSouth KENTUCKY Area  
METHOD ONE

KENTUCKY MARCH 2001 Status		Resold Lines		----- Estimated ----- Facilities-based Lines			Total Local Lines
		RES	BUS	RES	BUS	TOTAL	
Resale Only [10 + Lines]							
1	1-800 RECONEX, INC.						
2	BUY-TEL COMMUNICATIONS, INC.						
3	ANNOX, INC						
4	COMM SOUTH Cos						
5	DELTA PHONES, INC.						
6	BUDGET PHONE, INC						
7	CAT COMMUN INT'L ( CCI )						
8	CHOCTAW TELECOM. (dba Smoke Signal Comm)						
9	CINCINNATI BELL LONG DISTANCE						
10	ERNEST COMMUNICATIONS						
11	DPI-TELECONNECT						
12	EZ TALK COMMUNICATIONS						
13	EZ PHONE, INC.						
14	LCI INTERNATIONAL TELECOM (dba Qwest)						
15	MAX - TEL COMMUNICATIONS						
16	NAVIGATOR TELECOMM., LLC						
17	GLOBAL CONNECTION						
18	HART COMM (HTR&L ENTERPRIS. dba)						
19	INTERLINK TELECOMMUNICATIONS						
20	INTERMEDIA COMM. ( ICI ) (incl. Phone One)						
21	JTC COMMUNICATIONS						
22	LCI INTERNATIONAL TELECOM (dba Qwest)						
23	TELE CONEX						
24	MTG PHONE SERVICE						
25	NAVIGATOR TELECOMM., LLC						
26	NEW PHONE (Image Access dba)						
27	NOW COMM (incl Tel-Link, TelStar Int'l)						
28	NUSTAR COMMUNICATIONS CORP						
29	PHONE LINK INC						
30	SMART-TEL (aka Tony Ragland)						
31	STATE DISCOUNT TELEPHONE						
32	SUN-TEL USA						
33	THE MONEYPLACE						
34	MCI METRO ATS (incl WTI, MFS)						
35	MIDSTATE TELECOM. (Fair Financial)						
36	UNITY COMMUNICATION (Unity Acquisitions)						
37	USA QUICK PHONE						
38	UNIVERSAL TELECOM INC						
39	USA TELECOM (INT'L DESIGN GRP dba)						
<b>Resale-only (10 + Lines) SUBTOTAL</b>		<b>16,456</b>	<b>1,218</b>	-	-	-	<b>17,674</b>

BST Confidential (CPNI) Data

No distribution outside BellSouth without permission.

" - " = NO DATA

CLECs with Over 10 Lines  
in BellSouth KENTUCKY Area  
METHOD ONE

KENTUCKY MARCH 2001 Status	Resold Lines		----- Estimated ----- Facilities-based Lines			Total Local Lines
	RES	BUS	RES	BUS	TOTAL	
METHOD ONE TOTAL -->	22,395	12,338	3,501	57,067	60,568	95,301
			---- METHOD 1 ESTIMATE ----			

Total Resold -->	34,733
---------------------	--------

CLECs Over 10 Lines - MARCH 2001	70
----------------------------------	----

FACILITIES-BASED CLECs ----->	31
RESALE ONLY CLECs ----->	39

METHOD 1 ESTIMATE

KENTUCKY - BELLSOUTH AREA  
CLEC Share of Access Lines =

95,301
95,301 + 1,219,080

METHOD 1 ESTIMATE

=

7.3%
------



VW-4  
CLECS WITH OVER 10 LINES  
IN BELLSOUTH KENTUCKY AREA  
METHOD TWO: E911 LISTINGS + UNE-P



CLECs with Over 10 Lines  
in BellSouth KENTUCKY Area  
METHOD TWO: E911 Listings + UNE-P

KENTUCKY MARCH 2001 Status		Resold Lines		----- Estimated ----- Facilities-based Lines			Total Local Lines
		RES	BUS	RES	BUS	TOTAL	
<b>Facilities-based Lines: Method 2</b>							
1	ACCESS INTEGRATED NETWORKS						
2	ADELPHIA BUS. SOLUTIONS (Hyperion)						
3	AT&T LOCAL SERVICES						
4	BUSINESS TELECOM ( BTI ) (incl FiberSouth)						
5	COMMUNITY TELEPHONE						
6	CRG INTERN'L dba NETWORK ONE						
7	E.SPIRE COMM. ( ACSI )						
8	ESSEX COMMUNICATIONS ( dba eLEC )						
9	GLOBAL CROSSING TEL. (incl. FRONTIER)						
10	GLOBAL NAPS						
11	ICG COMMUNICATIONS (fka Intelcom)						
12	IDS TELECOM						
13	LDD COMMUNICATIONS						
14	LECSTAR (fka Empire Telecom)						
15	LIGHTYEAR COMMUNICATIONS						
16	NEW SOUTH COMM. ( incl. UniversalCom )						
17	TELEPORT COMMUNICATIONS (TCG)						
18	THE OTHER PHONE (dba AccessOne, Talk.com)						
19	TRIVERGENT - NUVOX (STATE COMM)						
20	US LEC						
21	Z-TEL COMMUNICATIONS						
<b>Method 2 [E911 + UNE-P] Lines</b>		<b>3,696</b>	<b>9,346</b>	<b>3,501</b>	<b>35,448</b>	<b>38,949</b>	<b>51,991</b>

Other CLECs without E911 Listings or UNE-P		Values below from Method One					
1	AERO COMMUNICATIONS						
2	ALEC, INC.						
3	COVAD COMM ( incl BLUESTAR )						
4	DSLNET COMMUNICATIONS						
5	INTER-MOUNTAIN CABLE (aka Gearheart Comm)						
6	LEVEL 3 COMMUNICATIONS						
7	NETWORK TELEPHONE (incl. LightNetworks)						
8	SOUTHEAST TELEPHONE						
9	TEL-SPAN COMMUNICATIONS						
10	VISION COMMUNICATIONS (aka Ruddata)						
<b>Method 2: OTHER CLECs</b>		<b>2,243</b>	<b>1,774</b>	<b>.</b>	<b>15,285</b>	<b>15,285</b>	<b>19,302</b>

BST Confidential (CPNI) Data  
No distribution outside BellSouth without permission.

" ." = NO DATA

CLECs with Over 10 Lines  
in BellSouth KENTUCKY Area  
METHOD TWO: E911 Listings + UNE-P

KENTUCKY MARCH 2001 Status		Resold Lines		----- Estimated ----- Facilities-based Lines			Total Local Lines
		RES	BUS	RES	BUS	TOTAL	
Resale Only [10 + Lines]							
1	1-800 RECONEX, INC.						
2	BUY-TEL COMMUNICATIONS, INC.						
3	ANNOX, INC						
4	COMM SOUTH Cos						
5	DELTA PHONES, INC.						
6	BUDGET PHONE, INC						
7	CAT COMMUN INT'L ( CCI )						
8	CHOCTAW TELECOM. (dba Smoke Signal Comm)						
9	CINCINNATI BELL LONG DISTANCE						
10	ERNEST COMMUNICATIONS						
11	DPI-TELECONNECT						
12	EZ TALK COMMUNICATIONS						
13	EZ PHONE, INC.						
14	LCI INTERNATIONAL TELECOM (dba Qwest)						
15	MAX - TEL COMMUNICATIONS						
16	NAVIGATOR TELECOMM., LLC						
17	GLOBAL CONNECTION						
18	HART COMM (HTR&L ENTERPRIS. dba)						
19	INTERLINK TELECOMMUNICATIONS						
20	INTERMEDIA COMM. ( ICI ) (incl. Phone One)						
21	JTC COMMUNICATIONS						
22	LCI INTERNATIONAL TELECOM (dba Qwest)						
23	TELE CONEX						
24	MTG PHONE SERVICE						
25	NAVIGATOR TELECOMM., LLC						
26	NEW PHONE (Image Access dba)						
27	NOW COMM (incl Tel-Link, TelStar Int'l)						
28	NUSTAR COMMUNICATIONS CORP						
29	PHONE LINK INC						
30	SMART-TEL (aka Tony Ragland)						
31	STATE DISCOUNT TELEPHONE						
32	SUN-TEL USA						
33	THE MONEYPLACE						
34	MCI METRO ATS (incl WTI, MFS)						
35	MIDSTATE TELECOM. (Fair Financial)						
36	UNITY COMMUNICATION (Unity Acquisitions)						
37	USA QUICK PHONE						
38	UNIVERSAL TELECOM INC						
39	USA TELECOM (INT'L DESIGN GRP dba)						
<b>Resale-only (10 + Lines) SUBTOTAL</b>		<b>16,456</b>	<b>1,218</b>	-	-	-	<b>17,674</b>

BST Confidential (CPNI) Data  
No distribution outside BellSouth without permission.

" - " = NO DATA

CLECs with Over 10 Lines  
in BellSouth KENTUCKY Area  
METHOD TWO: E911 Listings + UNE-P

KENTUCKY MARCH 2001 Status	Resold Lines		----- Estimated ----- Facilities-based Lines			Total Local Lines
	RES	BUS	RES	BUS	TOTAL	
METHOD TWO TOTAL -->	20,152	10,564	3,501	35,448	38,949	69,665
			----- METHOD 2 ESTIMATE -----			
	Total Resold -->					30,716

CLECs Over 10 Lines - MARCH 2001	60
----------------------------------	----

FACILITIES-BASED CLECs ----->	21	<-- METHOD 2: E911 + UNE-P
RESALE ONLY CLECs ----->	39	

METHOD 2 ESTIMATE
-------------------

KENTUCKY - BELLSOUTH AREA  
CLEC Share of Access Lines =

69,665
69,665 + 1,219,080

METHOD 2 ESTIMATE
-------------------

=

5.4%
------



VW-5  
CLEC COMPLETED COLLOCATIONS  
BELLSOUTH KENTUCKY AREA  
MARCH 2001

**CLEC COMPLETED COLLOCATIONS  
BELLSOUTH KENTUCKY AREA  
MARCH 2001**

<u>WIRECENTER</u>	<u>WC</u>	<u>Mar-01</u> <u>Completed</u>	<u>BELLSOUTH</u> <u>RESIDENCE</u>	<u>BELLSOUTH</u> <u>BUSINESS</u>	<u>BELLSOUTH</u> <u>TOTAL</u>
<u>NAME</u>	<u>CLLI</u>	<u>Collocations</u>	<u>LINES</u>	<u>LINES</u>	<u>LINES</u>
1 LOU-26TH ST	LSVLKY26		22,228	3,963	26,191
2 LOU-ANCHORAGE	LSVLKYAN		17,725	5,688	23,413
3 LOU-ARMORY PLACE	LSVLKYAP		11,388	42,527	53,915
4 LOU-BARDSTOWN RD	LSVLKYBR		34,015	11,244	45,259
5 LOU-BEECHMONT	LSVLKYBE		32,759	8,119	40,878
6 LOU-OKOLONA	LSVLKYO A		28,501	8,527	37,028
7 LOU-SIX MILE LN	LSVLKYSL		16,739	6,341	23,080
8 LOU-ST.MATTHEWS	LSVLKYSM		26,442	9,645	36,087
9 LOU-THIRD STREET	LSVLKYTS		16,565	5,951	22,516
<b>BellSouth lines addressed by</b>		<b>128</b>	<b>206,362</b>	<b>102,005</b>	<b>308,367</b>
<b>11 or more CLEC collocations --&gt;</b>			<b>23%</b>	<b>33%</b>	<b>25%</b>
10 BARDSTOWN	BRTWKYES		11,024	2,948	13,972
11 BOWLING GREEN	BWLGKYMA		34,395	15,457	49,852
12 DANVILLE	DAVLKYMA		8,453	4,811	13,264
13 FRANKFORT-MAIN	FRFTKYMA		14,618	14,342	28,960
14 GEORGETOWN	GRTWKYMA		10,805	3,867	14,672
15 HENDERSON	HNSNKYMA		15,070	5,214	20,284
16 HOPKINSVILLE	HPVLKYMA		16,395	5,800	22,195
17 LOU-CRESTWOOD	LSVLKYCW		10,402	1,626	12,028
18 LOU-FERN CREEK	LSVLKYFC		15,516	1,526	17,042
19 LOU-HARRODS CRK	LSVLKYHA		8,806	960	9,766
20 LOU-JTOWN	LSVLKYJT		9,688	4,966	14,654
21 LOU-SHIVELY	LSVLKYSH		16,999	3,201	20,200
22 LOU-VALLEY STA.	LSVLKYVS		23,209	4,174	27,383
23 LOU-WESTPORT RD	LSVLKYWE		30,785	13,260	44,045
24 MADISONVILLE	MDVIKYMA		10,940	4,364	15,304
25 OWENSBORO	OWBOKYMA		28,203	12,776	40,979
26 PADUCAH-MAIN	PDCHKYMA		15,885	9,264	25,149
27 PIKEVILLE-MAIN	PKVLKYMA		8,907	4,677	13,584
28 RICHMOND	RCMDKYMA		16,563	5,495	22,058
29 SHELBYVILLE	SHVLKYMA		7,805	2,995	10,800
30 WINCHESTER	WNCHKYMA		12,305	4,001	16,306
<b>BellSouth lines addressed by</b>		<b>200</b>	<b>533,135</b>	<b>227,729</b>	<b>760,864</b>
<b>1 or more CLEC collocations --&gt;</b>			<b>59%</b>	<b>73%</b>	<b>62%</b>
31 ALLEN	ALLNKYMA		2,032	521	2,553
32 AURORA	AURRKYMA		447	122	569
33 BAGDAD	BGDDKYMA		787	78	865
34 BEATTYVILLE	BYVLKYMA		2,625	579	3,204
35 BEAVER DAM	BVDMKYMA		3,858	720	4,578
36 BEDFORD	BDFRKYMA		1,738	270	2,008
37 BENHAM LYNCH	BNLYKYMA		704	87	791
38 BENTON	BNTNKYMA		5,181	1,622	6,803
39 BG-RICHARDSVILLE	BWLGKYRV		1,367	42	1,409
40 BLOOMFIELD	BLFDKYMA		1,411	164	1,575
41 BLUFF SPRINGS	BLSPKYMA		750	49	799
42 BREMEN	BRMKNKYMA		1,150	75	1,225

Confidential and Proprietary

No distribution outside BellSouth without authorization

CLEC COMPLETED COLLOCATIONS  
BELLSOUTH KENTUCKY AREA  
MARCH 2001

WIRECENTER	WC	Mar-01 Completed	BELLSOUTH RESIDENCE	BELLSOUTH BUSINESS	BELLSOUTH TOTAL
<u>NAME</u>	<u>CLLI</u>	<u>Collocations</u>	<u>LINES</u>	<u>LINES</u>	<u>LINES</u>
43 BURGIN	BRGNKYMA		1,502	162	1,664
44 CADIZ	CADZKYMA		4,148	856	5,004
45 CALHOUN	CLHNKYMA		1,367	371	1,738
46 CAMPBELLSBURG	CMBGKYMA		1,030	96	1,126
47 CANTON	CNTNKYMA		1,088	113	1,201
48 CARLISLE	CRLSKYMA		2,653	404	3,057
49 CARROLLTON	CRTNKYMA		3,257	1,253	4,510
50 CENTERTOWN	CNTWKYMA		537	24	561
51 CENTRAL CITY	CNCYKYMA		3,630	917	4,547
52 CHAPLIN	CHPLKYMA		587	36	623
53 CLAY	CLAYKYMA		1,046	145	1,191
54 CLINTON	CLTNKYES		1,569	337	1,906
55 CLOVERPORT	CLPTKYMA		897	87	984
56 CORBIN	CRBNKYMA		12,959	4,132	17,091
57 CORYDON	CYDNKYMA		1,414	101	1,515
58 CRAB ORCHARD	CRBOKYMA		1,257	80	1,337
59 CROFTON	COTNKYMA		1,162	100	1,262
60 CYNTHIANA	CYNTKYMA		6,866	1,444	8,310
61 DAWSON SPRINGS	DWSPKYES		2,529	357	2,886
62 DIXON	DIXNKYMA		1,203	261	1,464
63 DRAKESBORO	DRBOKYES		1,899	171	2,070
64 EARLINGTON	ERTNKYMA		882	100	982
65 EDDYVILLE	EDVLKYMA		3,454	761	4,215
66 ELKHORN CITY	ELCYKYES		3,373	381	3,754
67 ELKTON	EKTNKYMA		2,226	512	2,738
68 EMINENCE	EMNNKYES		3,441	685	4,126
69 ENSOR	ENSRKYMA		1,921	99	2,020
70 FEDSCREEK	FDCKKYES		1,599	216	1,815
71 FINCHVILLE	FNVLYMA		612	32	644
72 FORD	FORDKYMA		820	87	907
73 FORDSVILLE	FDVLKYMA		1,121	140	1,261
74 FRANKFORT-EAST	FRFTKYES		6,017	2,560	8,577
75 FRANKLIN	FKLNKYMA		6,249	2,094	8,343
76 FREDONIA	FRDNKYMA		522	73	595
77 FREEBURN	FEBRKYMA		2,643	303	2,946
78 FULTON-MAIN	FLTNKYMA		4,560	1,047	5,607
79 GHENT	GHNTKYMA		607	204	811
80 GILBERTSVILLE	GBVLKYMA		2,386	510	2,896
81 GRACEY	GRACKYMA		852	41	893
82 GREENVILLE	GNVLKYMA		5,463	1,289	6,752
83 GUTHRIE	GTHRKYMA		999	218	1,217
84 HABIT	HABTKYMA		1,361	122	1,483
85 HANSON	HANSKYMA		1,165	146	1,311
86 HARDINSBURG	HRBGKYES		2,392	676	3,068
87 HARLAN	HRLNKYMA		5,628	1,724	7,352
88 HARRODSBURG	HDBGKYMA		6,158	1,528	7,686
89 HARTFORD	HRFRKYMA		2,166	636	2,802
90 HAWESVILLE	HWVLKYMA		1,706	486	2,192
91 HEBBARDSVILLE	HBVLKYMA		586	57	643
92 HICKMAN	HCMNKYMA		1,249	324	1,573
93 INEZ	INEZKYMA		2,688	667	3,355

Confidential and Proprietary

CLEC COMPLETED COLLOCATIONS  
BELLSOUTH KENTUCKY AREA  
MARCH 2001

<u>WIRECENTER</u> <u>NAME</u>	<u>WC</u> <u>CLLI</u>	<u>Mar-01</u> <u>Completed</u> <u>Collocations</u>	<u>BELLSOUTH</u> <u>RESIDENCE</u> <u>LINES</u>	<u>BELLSOUTH</u> <u>BUSINESS</u> <u>LINES</u>	<u>BELLSOUTH</u> <u>TOTAL</u> <u>LINES</u>
94 ISLAND	ISLDKYMA		432	52	484
95 JACKSON	JCSNKYMA		3,924	1,142	5,066
96 JUNCTION CITY	JNCYKYMA		1,745	128	1,873
97 KIRKSVILLE	KKVLKYMA		421	15	436
98 LAFAYETTE	LFYTKYMA		417	29	446
99 LAGRANGE	LGRNKYES		6,897	2,248	9,145
100 LAWRENCEBURG	LRBGKYMA		7,385	1,284	8,669
101 LEBANON JUNCTION	LBJTKYMA		1,538	236	1,774
102 LIVERMORE	LVMRKYMA		967	172	1,139
103 LOUISA	LOUSKYES		1,922	835	2,757
104 MACEO	MACEKYMA		1,302	110	1,412
105 MARION	MARNKYMA		3,161	680	3,841
106 MARTIN	MARTKYMA		1,743	457	2,200
107 MAYFIELD	MYFDKYMA		7,508	2,732	10,240
108 MAYSVILLE	MYVLKYMA		3,203	1,426	4,629
109 MC DANIELS	MCDNKYMA		1,878	147	2,025
110 MC DOWELL	MCWLKYMA		1,429	175	1,604
111 MIDDLESBORO	MDBOKYMA		5,677	1,920	7,597
112 MILLERSBURG	MLBGKYMA		682	81	763
113 MILTON	MLTNKYMA		1,125	83	1,208
114 MORGANFIELD	MGFDKYMA		2,963	958	3,921
115 MORGANTOWN	MGTWKYMA		3,715	971	4,686
116 MORTONS GAP	MRGPKYMA		614	101	715
117 MOUNT STERLING	MTSTKYMA		8,992	2,718	11,710
118 MT. EDEN	MTEDKYMA		757	39	796
119 MURRAY	MRRYKYMA		10,299	3,528	13,827
120 NEBO	NEBOKYMA		991	84	1,075
121 NEON	NEONKYES		1,708	200	1,908
122 NEW HAVEN	NWHNKYMA		1,934	202	2,136
123 NORTONVILLE	NRVLKYMA		1,678	189	1,867
124 OAK GROVE	OKGVKYES		9,910	3,040	12,950
125 OWENTON	OWTNKYMA		3,331	472	3,803
126 PADUCAH INFO AGE PRK	PDCHKYIP		722	297	1,019
127 PADUCAH-LONE OAK	PDCHKYLO		8,568	1,542	10,110
128 PADUCAH-REIDLAND	PDCHKYRL		5,106	731	5,837
129 PAINTSVILLE	PNVLKYMA		5,044	2,060	7,104
130 PANTHER	PNTHKYMA		693	63	756
131 PARIS	PARSKYMA		7,112	1,758	8,870
132 PEMBROKE	PMBRKYMA		692	226	918
133 PERRYVILLE	PRVLKYMA		1,296	98	1,394
134 PIKEVILLE-META	PKVLKYMT		1,668	241	1,909
135 PILOT VIEW	WNCHKYPV		535	30	565
136 PINEVILLE	PIVLKYMA		5,394	942	6,336
137 PLEASANT RIDGE	PLRGKYMA		1,081	50	1,131
138 PLEASUREVILLE	EMNNKYPL		884	63	947
139 PORT ROYAL	PTRYKYMA		394	15	409
140 PRESTONSBURG	PRBGKYES		4,658	2,438	7,096
141 PRINCETON	PRTNKYES		4,879	1,177	6,056
142 PROVIDENCE	PRVDKYMA		1,879	368	2,247
143 ROBARDS	RBRDKYMA		918	135	1,053
144 ROSE TERRACE	RSTRKYES		3,592	1,136	4,728



CLEC COMPLETED COLLOCATIONS  
BELLSOUTH KENTUCKY AREA  
MARCH 2001

<u>WIRECENTER</u>	<u>WC</u>	<u>Mar-01</u> <u>Completed</u>	<u>BELLSOUTH</u> <u>RESIDENCE</u>	<u>BELLSOUTH</u> <u>BUSINESS</u>	<u>BELLSOUTH</u> <u>TOTAL</u>
<u>NAME</u>	<u>CLLI</u>	<u>Collocations</u>	<u>LINES</u>	<u>LINES</u>	<u>LINES</u>
145 RUSSELLVILLE	RLVLKYMA		5,516	1,962	7,478
146 SACRAMENTO	SCRMKYMA		728	74	802
147 SADIEVILLE	SDVLKYMA		1,200	45	1,245
148 SAINT CHARLES	STCHKYMA		479	43	522
149 SALVISA	SLVSKYMA		1,049	82	1,131
150 SEBREE	SEBRKYMA		840	220	1,060
151 SHARON GROVE	SHGVKYMA		701	40	741
152 SIMPSONVILLE	SSVLKYMA		1,556	340	1,896
153 SLAUGHTERS	SLGHKYMA		897	72	969
154 SORGHO	SRGHKYMA		540	43	583
155 SOUTH WILLIAMSON	SWSNKYMA		1,727	641	2,368
156 SPRINGFIELD	SPFDKYMA		3,244	886	4,130
157 STAMPING GROUND	STGRKYMA		1,323	91	1,414
158 STANFORD	STFRKYMA		4,525	946	5,471
159 STANLEY	STNLKYMA		532	94	626
160 STANTON	SNTNKYMA		4,631	982	5,613
161 STONE	STONKYMA		2,760	370	3,130
162 STURGIS	STRGKYMA		2,023	324	2,347
163 SULPHUR	SLPHKYMA		639	150	789
164 TAYLORSVILLE	TYVLKYMA		3,545	563	4,108
165 TRENTON	TRE NKYMA		463	47	510
166 UTICA	UTICKYMA		856	68	924
167 VIRGIE	VIRGKYMA		4,263	486	4,749
168 WACO	WACOKYMA		1,759	112	1,871
169 WADDY	WDDYKYMA		907	78	985
170 WALLINS CREEK	WLCKKYES		1,507	81	1,588
171 WARFIELD	WRFDKYMA		1,555	258	1,813
172 WAYLAND	WYLDKYES		1,497	186	1,683
173 WEST LOUISVILLE	WLVLKYMA		606	57	663
174 WEST POINT	WSPNKYMA		955	85	1,040
175 WHITESBURG	WHBGKYMA		6,098	1,289	7,387
176 WHITESVILLE	WHVLKYMA		1,903	128	2,031
177 WILLIAMSBURG	WLBGKYMA		6,233	1,260	7,493
178 WILLISBURG	WSBGKYMA		834	45	879
		200	905,885	313,195	1,219,080
		<b>^Collocations^</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>	<b>KY TOTAL</b>
		<b>Physical+Virtual</b>	<b>BELLSOUTH</b>	<b>BELLSOUTH</b>	<b>BELLSOUTH</b>



VW-6  
ESTIMATION OF FACILITY-BASED  
CLEC LINES IN BELLSOUTH KENTUCKY  
METHOD ONE

**Estimation of Facility-Based CLEC Lines  
in BellSouth KENTUCKY  
METHOD ONE**

KENTUCKY MARCH 2001 Status	----- Estimated ----- Facilities-based Lines			911 LISTINGS		Unbundled Network Elements			I C Trunks
	RES	BUS	TOTAL	RES	BUS	Local Loops	UNE Platforms	BUS	
	===== FACILITIES-BASED LINE INDICATORS =====								
<b>Facilities-based Lines: Method 1</b>									
1 ACCESS INTEGRATED NETWORKS									
2 ADELPHIA BUS SOLUTIONS (Hyperion)									
3 AERO COMMUNICATIONS									
4 ALEC, INC.									
5 AT&T LOCAL SERVICES									
6 BUSINESS TELECOM ( BTI ) (incl FiberSouth)									
7 COMMUNITY TELEPHONE									
8 COVAD COMM ( incl BLUESTAR )									
9 CRG INTERN'L dba NETWORK ONE									
10 DSLNET COMMUNICATIONS									
11 E.SPIRE COMM. ( ACSI )									
12 ESSEX COMMUNICATIONS ( dba eLEC )									
13 GLOBAL CROSSING TEL. (incl. FRONTIER)									
14 GLOBAL NAPS									
15 ICG COMMUNICATIONS (fka Intelcom)									
16 IDS TELECOM									
17 INTER-MOUNTAIN CABLE (aka Gearheart Comm)									
18 LDD COMMUNICATIONS									
19 LECSTAR (fka Empire Telecom)									
20 LEVEL 3 COMMUNICATIONS									
21 LIGHTYEAR COMMUNICATIONS									
22 NETWORK TELEPHONE (incl. LightNetworks)									
23 NEW SOUTH COMM. ( incl. UniversalCom )									
24 SOUTHEAST TELEPHONE									
25 TELEPORT COMMUNICATIONS (TCG)									
26 TEL-SPAN COMMUNICATIONS									
27 THE OTHER PHONE (dba AccessOne, Talk.com)									
28 TRIVERGENT - NUVOX (STATE COMM)									
29 US LEC									
30 VISION COMMUNICATIONS (aka Ruddata)									
31 Z-TEL COMMUNICATIONS									
<b>Facilities-Based Total Lines Estimate</b>	<b>3,501</b>	<b>57,057</b>	<b>60,568</b>	<b>250</b>	<b>24,392</b>	<b>5,127</b>	<b>3,251</b>	<b>11,056</b>	<b>40,211</b>

CLEC Total lines based on values in highlighted cells above.

"-" = NO DATA

BST Confidential (CPNI) Data  
No distribution outside BellSouth without permission.



VW-7  
ESTIMATION OF FACILITY-BASED  
CLEC LINES IN BELLSOUTH KENTUCKY  
METHOD TWO: E911 + UNE-P

Estimation of Facility-Based CLEC Lines  
in BellSouth KENTUCKY Area  
METHOD TWO: E911 + UNE-P

KENTUCKY MARCH 2001 Status	----- Estimated ----- Facilities-based Lines			911 LISTINGS			UNE Platforms		
	RES	BUS	TOTAL	RES	BUS	RES	BUS	RES	BUS
<b>Facilities-based Lines: Method 2</b>									
1 ACCESS INTEGRATED NETWORKS	1	235	236					1	235
2 ADELPHIA BUS. SOLUTIONS (Hyperion)	5	11,977	11,982	5	11,977				
3 AT&T LOCAL SERVICES	5	63	68	5	63				
4 BUSINESS TELECOM ( BTI ) (incl. FiberSouth)									
5 COMMUNITY TELEPHONE									
6 CRG INTERN'L dba NETWORK ONE									
7 E-SPiRE COMM. ( ACSi )									
8 ESSEX COMMUNICATIONS ( dba eLEC )									
9 GLOBAL CROSSING TEL. (incl. FRONTIER)									
10 GLOBAL NAPS									
11 JCG COMMUNICATIONS (fka Intelcom)									
12 IDS TELECOM									
13 LDD COMMUNICATIONS									
14 LECSTAR (fka Empire Telecom)									
15 LIGHTYEAR COMMUNICATIONS									
16 NEW SOUTH COMM. (incl. UniversalCom)									
17 TELEPORT COMMUNICATIONS (TCG)									
18 THE OTHER PHONE (dba AccessOne, Talk.com)									
19 TRIVERGENT - NUVOX (STATE COMM)									
20 US LEC									
21 Z-TEL COMMUNICATIONS									
<b>Method 2 [E911 + UNE-P] Lines Estimate</b>	<b>3,501</b>	<b>35,448</b>	<b>38,949</b>	<b>250</b>	<b>24,392</b>	<b>3,251</b>	<b>11,056</b>		

Other CLECs without E911 Listings or UNE-P		Values below from Method One	
1 AERO COMMUNICATIONS			
2 ALEC, INC.			
3 COVAD COMM (incl BLUESTAR)			
4 DSLNET COMMUNICATIONS			
5 INTER-MOUNTAIN CABLE (aka Gearheart Comm)			
6 LEVEL 3 COMMUNICATIONS			
7 NETWORK TELEPHONE (incl. LightNetworks)			
8 SOUTHEAST TELEPHONE			
9 TEL-SPAN COMMUNICATIONS			
10 VISION COMMUNICATIONS (aka Ruddata)			
<b>Other CLECs' Facilities-Based Ines</b>		<b>15,285</b>	<b>15,285</b>





# **EXHIBIT VW 8**

## **Facilities-Based Line Estimate Methodology**

## Facilities-Based Line Estimate Methodology

### 1. EXHIBITS

Exhibit VW-3 presents the total CLEC lines and incorporates the estimate of facilities-based lines using Method One. The totals from Exhibit VW-3 are displayed in Table 1 of the affidavit. The derivation of the facilities-based lines estimate under Method One is presented in Exhibit VW-6. Exhibit VW-4 presents an even more conservative view of total CLEC lines and incorporates the estimate of facilities-based lines using Method Two. The totals from Exhibit VW-4 are displayed in Table 2 of the affidavit. The derivation of the facilities-based lines estimate under Method Two is presented in Exhibit VW-7. Method Two considers only CLECs' E911 listings and UNE-Ps for the facilities-based lines estimate. Lines for fewer facilities-based CLECs result under Method Two because by definition it excludes the full dataset considered in Method One, specifically UNE loops and IC trunks. Resale lines, if any, for facilities-based CLECs are included on the VW-3 and VW-4 Exhibits. Resale lines for all resale-only CLECs appear on the second page of Exhibits VW-3 and VW-4.

### 2. DATA CATEGORIES

BellSouth's information systems and an extract from the E911 database contractor provide data that BellSouth uses to identify CLECs' lines served, including those served on a facilities basis.<sup>1</sup> BellSouth's billing systems provide an inventory of residential and business resale lines. Data that BellSouth uses in its estimates of facilities-based lines

---

<sup>1</sup> In the normal course of business, these data are collected and maintained in operational databases. Extracts are made from these databases for this affidavit and its exhibits i.e., Collocation: Collocation Access Database; E911 listings: SCC Database; Interconnection Trunks/UNE-Loops/Resale: Interexchange Carrier Analysis Information System Database; UNE-P: Integrated Customer Database of the Strategic Information Warehouse that holds data from the Customer Records Information System Database.

include CLECs' E911 listings, UNE loops, UNE-Ps, and local interconnection trunks. For each of these data categories a complete listing, covering all CLECs in BellSouth's service area in the state, was collected. The categories that indicate facilities-based lines correspond to those presented in other applications to provide in-region, interLATA services.<sup>2</sup> Each of these categories is discussed separately later in this exhibit. If data were available that indicated a CLEC was using facilities-based lines in the study-month, that CLEC and all of its corresponding data were entered into Exhibit VW-6 (and VW-7) so that all the information could be considered in estimating each CLEC's facilities-based lines. As previously indicated, because CLECs differ in how they structure their facilities, each CLEC does not have data populated in every category. For example, CLECs specializing in DSL for dedicated 24/7 high-speed Internet access do not interconnect those lines to the switched voice network. Thus CLECs, such as Covad (BlueStar) and DSLnet, show quantities of UNE loops but have no interconnection trunks and no E911 listings. Method One considers all of each CLEC's data available, which is segregated into three categories. The first data category is residence and business E911 listings. The second category includes UNE loops and residence and business UNE-Ps. The third category consists of only total local interconnection trunks. As stated previously, BellSouth first estimates each CLEC's total facilities-based lines based on one of these three categories. Under Method One BellSouth does not add data across categories to estimate a CLEC's total facilities-based lines. Exhibit VW-6 displays these three data categories and highlights the particular category used for each CLEC's estimate. Method Two is even more conservative in that it bases the facilities-based line estimate only on the sum of each CLEC's E911 listings and/or UNE-Ps.

---

<sup>2</sup> See Fn. 15 of this Affidavit. See also Attachment A, Exhibit 1 – Declaration of William E. Taylor, Application of New York Telephone Company for Authorization to Provide In-Region, InterLATA Services in New York

### **3. RESIDENCE AND BUSINESS LINE ESTIMATES**

In Exhibits VW-6 and VW-7, BellSouth first selects from one of three categories for its estimate of each CLEC's total facilities-based lines. If the data category selected already separates residential and business lines, those counts are used. Data categories that already identify residence and business separately are E911 listings and UNE-Ps. If a category is selected to estimate lines that does not already segregate residential lines from business lines, the available evidence on each CLEC's residential line count from other categories is used to estimate the residential lines. For example, when local interconnection trunks are selected to estimate a CLEC's total lines, BellSouth then considers evidence from that CLEC's residential E911 listings and/or residential UNE-Ps, if any. If this other information shows some residential lines for the CLEC, those lines are entered as residential class in Exhibits VW-6 and VW-7. However, the total for the facilities-based lines estimate determined in the first step is not increased, i.e., total lines estimate minus residential lines results in the balance as business lines. Because CLECs' business strategies more frequently emphasize business customers, lines are displayed as business class absent specific data on the number of a CLEC's residential lines.

### **4. FACILITIES-BASED LINES ESTIMATE IS CONSERVATIVE**

BellSouth prepared line estimates using a conservative approach that identified facilities-based lines for 31 CLECs operating in its area in Kentucky in March 2001. For each CLEC, BellSouth considered the quantity shown for all of the categories available. However, no individual category of facilities-based lines available to BellSouth is ideal. For example, even though CLECs themselves provide and update E911 listings when their switch provides dial-tone, the E911 database does not account for all lines. For example, customer service centers with in-dial only service are not listed. The E911 listings also understate

total lines for business customers that have, for example, a PBX customer that lists only a few main numbers at a location. Accordingly and when available, it is reasonable to consider not just the E911 listings but the other categories, such as the quantity of each carrier's local interconnection trunks. Even when BellSouth relies on interconnection trunks for a CLEC's line estimate, however, an extremely conservative 1:1 line-to-trunk ratio is applied in deriving the estimates under Method One in Exhibit VW-6. That ratio very likely understates the number of lines served on a facilities-basis. Other approved applications for interLATA relief have supported a higher line-to-trunk ratio.<sup>3</sup> Exhibit VW-6 highlights the specific category that BellSouth used for its estimate of each CLEC's total of facilities-based lines under Method One. Facilities-based lines estimates under Method Two are even more conservative in that it considers only E911 listings and/or UNE-Ps for each CLEC. This Method excludes DSL service providers who use BellSouth's UNE loops but have neither E911 listings nor UNE-Ps. Estimates for 21 CLECs can be determined on the Method Two basis, 10 less than under Method One. *See* Exhibit VW-7 for Method Two derivations.

## **FACILITIES-BASED LINE CATEGORIES**

### **5. E911 LISTINGS**

ILECs and CLECs in Kentucky are required to provide access to emergency services. SCC is the contractor that manages the E911 customer listing database for BellSouth. SCC manages the data that allows the routing and delivery of 9-1-1 calls to the appropriate answering point along with information about the caller's locations. Since March 2000, for regulatory purposes associated with its 271 application process, BellSouth has obtained a monthly summary of the total number of each CLEC's E911 listing for each of BellSouth's

---

<sup>3</sup> *Joint Affidavit of J. Gary Smith and Mark Johnson, Application of SBC Communications, Inc. for Provision of In-*

service areas. CLECs' provide and maintain the E911 listing to SCC's database for the customer lines served off their switches. BellSouth maintains E911 listings for CLEC resale lines and UNE-platforms because BellSouth provides switching in those cases. In this affidavit, a CLEC's E911 listing is used to indicate a CLEC facilities-based line. This corresponds to the practice that other successful applicants for 271 approval have adopted. Beginning with February 2001 data, the E911 counts BellSouth receives segregate residence from business lines. As of March 2001, CLECs in Kentucky had over 24,000 E911 listings in BellSouth's area. CLECs' E911 listings are shown in Exhibit VW-6 and VW-7.

**6. UNBUNDLED NETWORK ELEMENT PLATFORM ("UNE-P")**

The number of UNE-Ps purchased by competitors provides further evidence of facilities-based local competition in Kentucky. As of March 2001, BellSouth was providing CLECs in Kentucky with more than 14,000 UNE-Ps, of which over 3,200 were residential. UNE-Ps by CLEC are shown in Exhibit VW-6 and VW-7.

**7. UNBUNDLED NETWORK ELEMENT LOOPS ("UNE LOOPS")**

The number of UNE Loops that CLECs are using to provide "last mile" connections to end-users is an important indicator of CLEC facilities-based service. BellSouth's UNE loops are not differentiated in the database in regards to residence or business class of service. In cases when UNE loops are included to estimate a CLEC's total of facilities-based lines, BellSouth considers any evidence available for that CLEC, such as its residence E911 listings, to apportion the UNE loops. As of March 2001, BellSouth was providing CLECs in Kentucky with more than 5,000 UNE loops. UNE loops by CLEC are displayed in Exhibit VW-6. The UNE loops shown include xDSL loops, which are addressed in greater detail in the Testimony of Wiley G. Latham.

## **8. LOCAL INTERCONNECTION TRUNKS**

Local interconnection trunks enable calls from the ILEC's network to be transported to customers served by the CLEC's network, and vice versa. These trunks connect an ILEC switch to a CLEC switch and provide the interoffice connection function between the two telephone networks. The number of local interconnection trunks connecting BellSouth's network to CLEC networks is another indicator to use in estimating the number of facilities-based lines that a CLEC serves. As of March 2001, over 40,000 local interconnection trunks, on a DS0 equivalent basis, were in service between BellSouth's network and the networks of 17 facilities-based CLECs. IC trunks are selected in slightly over one-third of the cases as the basis for a CLEC's facilities-based lines under Method One. However, if IC trunks are used, they are counted conservatively on a 1- to-1 line to trunk basis. IC trunks by CLEC are shown on Exhibit VW-6.

## **9. COLLOCATION EXHIBITS**

Confidential Exhibit VW-5 displays 30 BellSouth wire centers with collocations completed as of March 2001. Collocations completed, either physical or virtual, total 200 over these wire centers. Table 3 of this affidavit summarizes the number of CLECs' collocations that enable CLECs to address BellSouth residence and business lines and their percentages of total lines. Exhibit VW-5 provides the supporting data that were summarized in Table 3 of this affidavit. The substantial number of BellSouth's residence and business local access lines that CLEC collocations can address is a powerful indicator that facilities-based competition is established broadly within BellSouth's area in Kentucky.





# **EXHIBIT CKC-5**

**Kentucky Statement of Generally Available Terms  
and Conditions (SGAT)**

**STATEMENT OF GENERALLY AVAILABLE  
TERMS AND CONDITIONS FOR  
INTERCONNECTION, UNBUNDLING AND RESALE  
PROVIDED BY BELL SOUTH TELECOMMUNICATIONS, INC. IN THE  
COMMONWEALTH OF KENTUCKY**

Pursuant to 47 U.S.C. § 252(f), BellSouth Telecommunications, Inc. (“BellSouth”) makes the following terms and conditions generally available for the purposes of fulfilling its obligations under 47 U.S.C. §§ 251, 252(d) and 271. This Statement of Generally Available Terms and Conditions (“Statement”) shall remain in effect for two (2) years from the date it takes effect under 47 U.S.C. § 252(f) following review by the Kentucky Public Service Commission . The filing of this Statement does not change or diminish BellSouth’s willingness to negotiate individual agreements with Competitive Local Exchange Carriers. This Statement is subject to revision to the extent necessary to comply with any legislative, regulatory or judicial order or rule that affects the rights and obligations created by this Statement. BellSouth has negotiated agreements with numerous Competitive Local Exchange Carriers. These agreements are open to inspection, and provide examples of detailed contractual language that has been used by BellSouth and other carriers. These agreements may be utilized by other parties.

This Statement uses the following abbreviations throughout:

- A. CLEC means a Competitive Local Exchange Carrier certificated by the Kentucky Public Service Commission to offer and/or provide local telecommunications services in .
  - B. Commission means the Kentucky Public Service Commission.
  - C. Telecommunications Act of 1996 (“Act”) means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 U.S.C. § 1, *et seq.*).
- I. Interconnection (47 U.S.C. §§ 251(b)(5), 251(c)(2), 251(c)(6), 252(d)(1)&(2) and 271(c)(2)(B)(i))**

BellSouth provides CLECs interconnection with BellSouth’s network for the transmission and routing of telephone exchange service and exchange access on the following terms:

- A. Local Traffic. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth’s General Subscriber Services Tariff. Local Traffic does not include calls that do not transmit information of the user’s choosing. In any event, neither Party will pay reciprocal compensation to the other if the “traffic” to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose

of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.

1. Interconnection Points. Local interconnection is available at any technically feasible point within BellSouth's network. Interconnection is currently available at the following points:

- a. Line-side of local switch.
- b. Trunk-side of local switch.
- c. Trunk interconnection points for local and access tandem switches.
- d. Central office cross-connect points.
- e. Out-of-band signal transfer points.

Interconnection at applicable unbundled network element points is also available. See Section II.

2. Additional Interconnection Points. BellSouth will provide local interconnection at any other technically feasible point, including meet point interconnection arrangements. Requests for interconnection at other points may be made through the Bona Fide Request process set out in Attachment B.

3. Percent Local Use. When traffic other than local traffic is routed on the same facilities as local traffic, as provided under this statement, each Party will report to the other a Percent Local Usage ("PLU")<sup>1</sup>. The application of the PLU will determine the amount of local minutes to be billed to the other company. For purposes of developing the PLU, each company shall consider every local call and every long distance call, excluding intermediary traffic. By the first of January, April, July and October of each year, each Party shall provide a positive report updating the PLU. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Percent Local Use Reporting Guidebook, as it is amended from time to time. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Statement, such information, in lieu of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

---

<sup>1</sup> Percent Local Usage (PLU) is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "nonintermediary" local minutes of use adjusted for those minutes of use that only apply to local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate Terminating Company Pays minutes of use.

4. Unidentified local traffic. Whenever BellSouth delivers traffic to a CLEC for termination on the CLEC's network, if BellSouth cannot determine because of the manner in which the CLEC has utilized its NXX codes, or for other reasons, whether the traffic is local or toll, BellSouth will charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Services Tariff. BellSouth will make appropriate billing adjustments if the CLEC can provide sufficient information for BellSouth to determine whether said traffic is local or toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that a CLEC cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to BellSouth and the CLEC.

5. Intermediary Tandem Switching. BellSouth will provide intermediary tandem switching and transport services for the CLEC's connection of its end user to a local end user of BellSouth, an independent company or another CLEC, where both the parties are connected at the same tandem and termination of calls is authorized. Basic or enhanced local tandem interconnection may be selected. Basic interconnection allows CLECs to terminate traffic to BellSouth's end office switches and wireless service provider switches within the area served by the tandem. Enhanced interconnection adds the ability to terminate traffic to other CLECs and independent company switches in the area served by the tandem. The Local Exchange Routing Guide ("LERG") is the authority for which NXX Codes are assigned to switches sub-tending local tandems.

6. Transit Traffic Service. BellSouth shall provide tandem switching and transport services for the CLEC's transit traffic. Transit traffic is traffic originating on the CLEC's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third Party's network that is switched and/or transported by BellSouth and delivered to the CLEC's network. Rates for local transit traffic shall be the same as call transport and termination rates as set forth in Attachment A to this Statement. Rates for intraLATA toll and switched access transit traffic shall be the applicable call transport and termination charges as set forth in BellSouth's Interstate or Intrastate Switched Access Services tariffs. Switched access transit traffic presumes that the CLEC's end office is subtending the BellSouth Access Tandem for switched access traffic to and from the CLEC's end users utilizing BellSouth facilities, either by direct trunks with the Interexchange Carrier (IXC), or via the BellSouth Access Tandem. Billing associated with all transit traffic shall be pursuant to Multiple Exchange Carrier Access Billing (MECAB)<sup>2</sup> procedures. BellSouth will provide meet point billing usage records to CLEC either directly as

---

<sup>2</sup> Multiple Exchange Carrier Access Billing means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Telecordia as Special Report SR-BDS-000983, containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or CLECs or by one LEC in two or more states within a single Local Access and Transport Area ("LATA").

an RAO Host company or to CLEC through the RAO Host selected by the CLEC. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines.

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

7. Mutual Provision of Access Service. When BellSouth and a CLEC provide an access service connection between an IXC and each other, each company will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each company will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the company providing the end office function. BellSouth will use the MECAB system to establish meet point billing for all applicable traffic, including traffic terminating to ported numbers. Thirty (30) day billing periods will be employed for these arrangements. The recording company agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC.

B. Exchange of intraLATA toll traffic. Exchange of intraLATA toll traffic between BellSouth and CLEC networks shall occur as follows:

1. IntraLATA Toll Traffic. IntraLATA toll traffic is traffic that originates and terminates in the same LATA and that is not Local Traffic as defined in Section I.A. above.

2. Delivery of IntraLATA Toll Traffic. For terminating its toll traffic on the other company's network, each company will pay BellSouth's current intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate. See BellSouth's Intrastate Access Services Tariff.

3. Rates. For originating and terminating toll traffic, each company shall pay the other BellSouth's intrastate or interstate (whichever is appropriate), switched network access services rate elements on a per minute of use basis. Applicable rate elements are set out in BellSouth's Access Services Tariffs. The appropriate charges will be determined by the routing of the call. If a CLEC is the BellSouth end user's presubscribed IXC or if the BellSouth end user uses a CLEC as an IXC on a 1010XXX basis, BellSouth will charge the CLEC the appropriate tariff charges for originating network access services. If BellSouth is serving as the CLEC end user's presubscribed interexchange carrier or if the CLEC end user uses BellSouth as an interexchange carrier on a 1010XXX basis, the CLEC will charge BellSouth the appropriate BellSouth tariff charges for originating network access services.

4. Additional Interconnection. To the extent a CLEC provides intraLATA toll service to its customers, it may be necessary for it to interconnect to additional BellSouth access tandems that serve end offices outside the local calling area.

5. Compensation for 800 Traffic. Each company shall compensate the other pursuant to the appropriate originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to the other company.

6. Records for 800 Billing. Each company will provide to the other the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMR format.

7. 800 Access Screening. Should a CLEC require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. The CLEC shall utilize SS7 signaling links, ports and usage as set forth in Section X. The CLEC will not be required to utilize switched access Feature Group D service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SS7 equipped end office or access tandem providing an IXC identification function and delivery of a call to the IXC based on the dialed ten digit number. The terms and conditions for this service are set out in BellSouth's Intrastate Access Services Tariff.

C. Methods of Interconnection. Interconnection is available through: (1) virtual collocation; (2) physical collocation; and (3) interconnection via purchase of facilities from either company by the other company. Rates for collocation are set out in Attachment A. Terms and conditions for physical collocation are contained in the Kentucky Access Services Tariff, Section E.20, and in Attachment I. Terms and conditions for remote site collocation are contained in Attachment I. Terms and conditions for virtual collocation are contained in FCC Tariff No. 1, Section 20.

D. Trunk Groups. BellSouth and a CLEC shall establish trunk groups between interconnecting facilities. Local traffic may be routed over either one-way or two-way trunks when interconnected with a BellSouth local tandem. BellSouth local tandems do not handle intraLATA toll or interLATA toll traffic. Combined local and intraLATA toll traffic may be routed over either one-way or two-way trunks when interconnected with a BellSouth access tandem or end office switch. In addition, for traffic utilizing intermediary tandem switching at the BellSouth access tandem, i.e., traffic which is not originated by or terminated to a BellSouth end user (“transit traffic”), one-way or two-way trunk groups are generally available for any combination of local, intraLATA or interLATA traffic. BellSouth also provides a two-way Supergroup option which includes exchange of local and intraLATA toll traffic between BellSouth and a CLEC as well as local, intraLATA or interLATA transit traffic. Requests for alternative trunking arrangements may be made through the bona fide request (“BFR”) process (see Section II.B.) set out in Attachment B.

E. Rates. Rates for interconnection for local traffic on the BellSouth network are set out in Attachment A. Compensation for interconnection is reciprocal, as set out in Section XIII. Late payment fees, not to exceed the highest interest rate which may be levied by Commission regulation or the law of commercial transactions, may be assessed if interconnection charges are not paid within thirty (30) days of the due date.

F. Billing. Billing for interconnection services will be through the Carrier Access Billing System (“CABS”).

G. Network Design and Management for Interconnection. BellSouth will use its best efforts in conjunction with CLECs to create the most effective and reliable interconnected telecommunications networks. Detailed provisions governing network design and management for interconnection are contained in Section XVIII.

H. Interconnection Technical Standards. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal Transfer Point, Signaling System 7 (“SS7”) connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each company shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID when technically feasible.

I. Quality of Interconnection. Where technically feasible, the local interconnection for the transmission and routing of telephone exchange service and exchange access that BellSouth provides to CLECs will be at least equal in quality to what it provides to itself, to any subsidiary or affiliate or to any other party to which BellSouth provides local interconnection. Attachment C contains detailed service descriptions, and technical requirements provided to CLECs. Section 14.4 of Attachment C is particularly applicable

to interconnection. BellSouth provides interconnection according to applicable industry standard technical references.

J. Ordering and Provisioning Guidelines. Where technically feasible, BellSouth provides interconnection ordering and provisioning services to CLECs that are equal to the ordering and provisioning services BellSouth provides to itself. Detailed procedures for ordering and provisioning BellSouth interconnection services are set forth in the BellSouth Business Rules for Local Ordering. See Section XV.

**II. Access To Unbundled Network Elements (47 U.S.C. §§ 251(c)(3), 252(d) and 271(c)(2)(B)(ii)). See also Statement Sections (IV), (V), (VI) and (X).**

BellSouth provides CLECs with access to unbundled elements of BellSouth's network on the following terms:

A. Available Network Elements. BellSouth shall, upon request of the CLEC, provide access to its network elements at any technically feasible point for the provision of the CLEC's telecommunications service where such access is necessary and failure to provide access would impair the ability of the CLEC to provide services that it seeks to offer. The following BellSouth network elements are available on an unbundled basis:

1. Local Loop Transmission. BellSouth provides unbundled local loops. See Section IV.
2. Unbundled Local Transport. BellSouth provides unbundled local transport. See Section V.
3. Unbundled Local Switching. BellSouth provides unbundled local switching. See Section VI.
4. Signaling Network Elements/AIN Services. BellSouth provides unbundled signaling network elements and Advanced Intelligent Network ("AIN") services. See Section X.
5. Access to Operations Support Systems. BellSouth provides to CLECs unbundled access to several operations support systems ("OSS"). Access to these support systems is available through a variety of means, including electronic interfaces. The operations support systems available are:
  - a. Pre-Ordering. Pre-ordering allows CLECs to determine the availability of features and services, assign a telephone number, advise the customer of a due date, validate a street address for service order purposes, and obtain customer service record information, as applicable to the service being ordered. CLECs may obtain access to customer service record information under a blanket letter of authorization.



b. Ordering. Ordering provides the CLEC with order entry functions, including supplements, and the capability to establish directory listings. BellSouth provides a “switch as is” process by which it will switch all services and features subscribed to by a particular BellSouth customer to a CLEC upon receipt of appropriate customer authorization.

c. Provisioning. Provisioning information available to CLECs includes firm order confirmation and completion notices.

d. Trouble Reporting and Repair. Trouble reporting and repair allows CLECs to report and monitor service troubles and obtain repair services. BellSouth provides to CLECs service trouble reporting availability and monitoring in a non-discriminatory manner that provides CLECs with the same ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides CLECs an estimated time to repair, and an appointment time or a commitment time, as appropriate, on all trouble reports.

e. Directory Listing and Line Information Databases. Access to the Directory Listing Database is discussed in Sections VII.B. and VIII.E. Access to the Line Information Database is discussed in Section X.

f. Customer Daily Usage Data. Customer daily usage data provides detailed information for determining billable usage for services such as directory assistance or toll calls associated with a resold line. This usage option allows CLECs to bill their end-user customers at their discretion, rather than on BellSouth’s billing cycles. It also allows a CLEC to establish toll limits, detect fraudulent calling or analyze the usage patterns of its customers. Usage data available includes the Access Daily Usage File (ADUF), Optional Daily Usage File (ODUF), and Enhanced Optional Daily Usage File (EODUF).

6. Interfaces for Operational Support Systems. BellSouth provides electronic interfaces for the following OSS functions: pre-ordering, ordering and provisioning, trouble reporting, and customer usage data. BellSouth also provides the option of placing orders manually (e.g., via facsimile) through the Local Carrier Service Center.

a. Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions or information: service address validation, telephone number selection, product and service availability, due date information, loop make-up information, and customer service record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). TAG is a machine-to-machine interface that provides real-time

interactive access to BellSouth databases. LENS is a human-to-machine interface for use by those CLECs who choose not to use machine-to-machine interfaces.

b. Ordering and Provisioning. BellSouth provides CLECs electronic options for the exchange of ordering and provisioning information. The Exchange Access Control and Tracking system (EXACT) is for service requests involving interconnection trunking and many unbundled network elements. BellSouth provides TAG and the Electronic Data Interchange (EDI) arrangement for resale requests and some unbundled network elements. As an alternative to the EDI arrangement, BellSouth also provides through LENS an ordering and provisioning capability that is integrated with the LENS pre-ordering capability. TAG is an integratable pre-ordering and ordering interface.

c. Trouble Reporting. BellSouth provides the following options for electronic trouble reporting. For exchange services, BellSouth offers to CLECs access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway – the TIM1 standard machine-to machine interface called Electronic Communications Trouble Administration (ECTA) Gateway.

d. Billable Usage Information. BellSouth provides to CLECs electronic files containing billable usage information associated with resold exchange lines, and unbundled ports.

e. Rates. Rates for manual and electronic interfaces are set out in Attachment A. Nonrecurring service order charges are differentiated for manually and electronically processed orders.

f. Versioning. Pursuant to the Change Control Process, BellSouth will issue new software releases for new industry standards for its industry standard EDI and TAG interfaces. When a new release of new industry standards is implemented, BellSouth will, for these interfaces, continue to support both the new release (N) and the prior release (N-1). When BellSouth implements the next release (N+1), BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will support the two most current releases. Pursuant to the Change Control Process, BellSouth will issue documents to CLECs with sufficient notice to allow CLECs to make the necessary changes to their systems and operations to migrate to the newest release in a timely fashion. This versioning policy is set forth in the Change Control Process document and may be changed from time to time pursuant to the procedures set forth in that document.

7. Collocation. Collocation allows CLECs to place equipment, including digital subscriber line access multiplexers, in BellSouth facilities. Physical and virtual collocation are available for interconnection and access to unbundled network elements as described in this Section. BellSouth will provide physical collocation for CLEC equipment unless BellSouth demonstrates to the Commission that physical collocation is not practical for technical reasons or space limitations. Virtual collocation is available at the CLEC's request and is not dependent on the availability of physical collocation. BellSouth facilities include central offices and serving wire centers, as well as buildings or similar structures owned or leased by BellSouth that house BellSouth network facilities, and structures that house facilities on public rights-of-way, including, but not limited to, vaults containing loop concentrators. Terms and conditions for physical collocation, including relevant intervals for provisioning physical collocation, are set forth in the Kentucky Access Services Tariff, Section E.20, and Attachment I. See Section XV. Terms and Conditions for virtual collocation are contained in FCC Tariff No. 1, Section 20.

8. Dark Fiber. Unused optical transmission media or "dark fiber" is available to CLECs as an unbundled network element, where it is in existence, as unbundled dark fiber loops or as unbundled dark fiber transport.

9. Line Sharing and Line Splitting

a. High Frequency Loop Spectrum (Line Sharing). BellSouth provides CLECs access to the high frequency portion of the loop network element as an unbundled network element where BellSouth is providing, and continues to provide, analog circuit-switched voice-band services on the particular loop for which the CLEC seeks access. The high frequency portion of the loop is defined as the frequency range above the voice-band on a copper loop facility that is being used to carry analog circuit-switched voice-band transmissions. BellSouth may maintain control over the loop and splitter equipment and functions, and will provide CLECs with loop and splitter functionality that is compatible with any transmission technology that the CLEC seeks to deploy using the high frequency portion of the loop, as defined in 47 C.F.R. § 51.319(h), provided that such transmission technology is presumed to be deployable pursuant to 47 C.F.R. § 51.230. BellSouth also offers CLECs the option of purchasing, installing, and maintaining central office POTS splitters in its collocation arrangements. Any splitters installed by CLECs in its collocation arrangements shall comply with ANSI T1.413, Annex E, or any future ANSI splitter standards. CLECs may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate. BellSouth will also provide line sharing splitters at its remote sites to allow CLECs access to the high frequency spectrum of copper sub-loops terminated at that remote site, where the CLEC has a collocated DSLAM. BellSouth will condition loops to enable CLECs to access the high frequency portion of the loop spectrum in accordance with 47 C.F.R. § 51.319(a)(3) and §

51.319(h). Further details as to this network element are contained in Attachment C.

b. Line Splitting.

i. If BellSouth is currently the voice provider and a provider of data services (a “Data CLEC”) is the advanced services provider, and the end user subsequently chooses a CLEC for voice service (a “Voice CLEC”), then the following would occur:

If the original line sharing arrangement was established with a Data CLEC-owned splitter, then BellSouth would not be involved with the splitter provisioning and, accordingly, any decisions regarding use of the splitter would be left up to the Data CLEC. If, however, the original line sharing arrangement was established with a BellSouth-owned splitter, then BellSouth would allow the Data CLEC to continue leasing the BellSouth splitter under the following conditions:

1. The existing Data CLEC remains the end user’s advanced services provider; and
2. The Data CLEC has an agreement with the Voice CLEC to use the upper frequency spectrum of the loop to continue providing the advanced services.

The applicable recurring charges to be paid by the Voice CLEC for this line splitting arrangement will be the loop, the port and two cross connects as shown on Attachment A. The applicable nonrecurring charges to be paid by the Voice CLEC for this line splitting arrangement will be the nonrecurring rate for the loop-port combination (switch-as-is).

ii. Where a line sharing arrangement does not already exist, BellSouth will work cooperatively with CLECs to develop methods and procedures to develop a process whereby a Voice CLEC and a Data CLEC may provide services over the same loop. Under such process, BellSouth will deliver a loop and a port to the collocation space of either the Voice CLEC or the Data CLEC. In this scenario the loop and port cannot be a loop and port combination (i.e., UNE-P), but must be individual stand-alone network elements. The Voice CLEC or the Data CLEC shall be responsible for connecting the loop and port to a CLEC-owned splitter. BellSouth shall not own or maintain the splitter used for this purpose.

B. Bona Fide Request Process.

1. Any request by the CLECs for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a BFR, and shall be submitted to BellSouth pursuant to the BFR process, which is described in Attachment B.

2. The CLECs shall submit any BFR in writing to the CLEC's Account Manager. The BFR shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. The BFR shall also include the CLEC's designation of the request as being (a) pursuant to the Act , or (b) pursuant to the needs of the business.

C. Quality of Network Elements. Where technically feasible, BellSouth provides CLECs with access to all the unbundled network elements described in this section. Such access will be at least equal in quality to that which BellSouth provides to itself. Attachment C contains detailed service descriptions, and technical requirements applicable to CLEC access to BellSouth unbundled network elements and the performance of those network elements. BellSouth provides network elements according to applicable industry standard technical references. See Section XVI.

D. Combining Network Elements.

1. CLEC Combination of Network Elements. CLECs may combine BellSouth network elements, in any manner the CLEC chooses, to provide telecommunications services. CLEC-combined network elements will be priced at the sum of the individual element charges. BellSouth will physically deliver unbundled network elements where reasonably possible, e.g., unbundled loops and ports extended to CLEC collocation spaces as part of the network element offering. In addition, BellSouth offers central office Assembly Points to provide CLECs with the capability to combine unbundled network elements themselves within a BellSouth central office location, without requiring the CLEC to own or control any telecommunications equipment (i.e., without acquiring collocation space). Additional services desired by CLECs to assist in their combining or operating BellSouth unbundled network elements are available as negotiated.

2. Software Modifications. Software modifications, e.g., switch translations, necessary for the proper functioning of CLEC-combined BellSouth unbundled network elements are provided as part of the network element offering. Additional software modifications requested by CLECs for new features or services may be obtained through the BFR process.

3. Unbundled Network Element Combinations. BellSouth will provide Unbundled Network Element Combinations as set forth in Attachment C. BellSouth will provide CLECs with combinations of elements at cost-based rates when such elements are, in fact, currently combined in BellSouth's network to the location the CLEC wants to serve. BellSouth will not make auditing a precondition to converting special access to unbundled network elements; however, BellSouth may audit CLEC records in order to verify the type of traffic being transmitted over loop/transport network element combinations. If, based on its audits, BellSouth concludes that a CLEC is not providing a significant amount

of local exchange traffic over the facilities, BellSouth may file a complaint with the Commission. To the extent that a CLEC seeks to obtain combinations of unbundled network elements that are currently combined in BellSouth's network but that are not priced in Attachment A, the CLEC may purchase such unbundled network element combinations at the sum of the stand-alone prices of the elements which make up the combination.

E. Rates. Rates for the unbundled network elements and combinations of elements described above are set out in Attachment A.

F. Ordering and Provisioning. Where technically feasible, BellSouth provides unbundled network element ordering and provisioning services to CLECs that are equal to the ordering and provisioning services BellSouth provides to itself. Detailed guidelines for ordering and provisioning unbundled network elements are set out in the BellSouth Business Rules for Local Ordering. See Section XV.

G. Billing. BellSouth provides unbundled network element billing under Ordering and Billing Forum (OBF) guidelines for CABS bill formats as those guidelines are developed.

### **III. Access To Poles, Ducts, Conduits, and Rights of Way (47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii))**

BellSouth provides nondiscriminatory access to poles, ducts, conduits and rights-of-way under the following terms:

A. Standard License for Poles, Ducts, Conduits and Rights-of-Way. BellSouth will provide CLECs with nondiscriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by BellSouth under the Standard Agreement set out in Attachment D.

B. Access to Engineering Records. BellSouth will provide access to relevant plats, maps, engineering records and other data to CLECs upon receiving a BFR for access and CLEC agreement to reasonable terms to protect proprietary information.

C. Capacity Reservation. Capacity will be allocated on a first-come first-served basis, although BellSouth may reserve a maintenance spare at its discretion.

### **IV. Local Loop Transmission Unbundled From Local Switching (47 U.S.C. §§ 251(c)(3), 252(d) and 271(c)(2)(B)(iv))**

BellSouth provides access to unbundled local loops and sub-loop elements on the following terms:

A. Unbundled Local Loops. Local loops provide transmission paths between a distribution frame (or its equivalent) in an incumbent LEC central office and the loop

demarcation point at an end-user customer premises, including inside wire owned by the incumbent LEC. The local loop network element includes all features, functions, and capabilities of such transmission facility, including, but not limited to, dark fiber, attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. BellSouth provides a variety of local loop configurations. Local loops include, but are not limited to, unbundled copper loops, dark fiber loops, DSO, DS1, DS3, fiber, and other high capacity loops. All BellSouth provided loops will be provisioned according to BellSouth's TR 73600, and are described in Attachment C.

B. Sub-Loop elements. The subloop is defined as any portion of the loop that is technically feasible to access at terminals in BellSouth's outside plant, including inside wire. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole or pedestal, the network interface device ("NID"), the minimum point of entry, the single point of interconnection, the main distribution frame, the remote terminal, and the feeder/distribution interface. The following sub-loop elements are described in Attachment C. C. Loop Cross Connects. Loop cross connects allow the local loop to be transported from the main distribution frame in the central office to a CLEC's collocated space.

D. Unbundled Loop Channelization Systems. Unbundled loop channelization systems with central office channel interfaces channelize multiple digital loop carrier channels on a non-concentrated or concentrated basis up to a maximum of 96 voice grade channels per system.

E. Single Point of Interconnection. BellSouth provides a single point of interconnection at multi-unit premises that is suitable for use by multiple carriers.

F. Line Conditioning. Line conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL services. Such devices include, but are not limited to, load coils, bridged taps, low pass filters and range extenders. Where technically feasible, BellSouth will test and report trouble for all the features, functions, and capabilities of conditioned lines, and may not restrict testing to voice-transmission only. A CLEC may select the level of line conditioning it desires and will be required to pay only for the level of conditioning it selects. BellSouth performs line conditioning on unbundled loops upon CLEC request, whether or not BellSouth offers advanced services to the end-user customer on that loop. A CLEC has the option of refusing, in whole or in part, to have a line conditioned without diminishing its right of access to the high frequency portion of the loop.

G. Rates. Rates for unbundled network elements in this section are set out in Attachment A.

H. Quality of Network Elements. Where technically feasible, BellSouth provides CLECs with unbundled local loops and sub-loop elements, and access to those elements, that is at least equal in quality to that which BellSouth provides to itself. Attachment C contains detailed service descriptions and technical requirements applicable to CLEC access to BellSouth unbundled network elements including local loops and sub-loop elements. BellSouth provides network elements according to applicable industry standard technical references.

I. Ordering and Provisioning. Where technically feasible, BellSouth provides local loop and sub-loop element ordering and provisioning services to CLECs that are equal to the ordering and provisioning services BellSouth provides itself. Detailed guidelines for ordering and provisioning local loops and sub-loop elements are set out in the BellSouth Business Rules for Local Ordering. See Section XV.

**V. Local Transport From The Trunk Side Unbundled From Switching Or Other Services (47 U.S.C. §§ 251(c)(3), 252(d) and 271(c)(2)(B)(v))**

BellSouth provides local transport from the trunk side of its switches unbundled from switching or other services under the following terms:

A. Local Transport Elements. Transport elements provide transmission paths that connect one location to another. BellSouth offers both dedicated and common (shared) local transport from the trunk side of its central office switches over a variety of transport options unbundled from switching or switch ports.

1. Dedicated Transport. Dedicated Transport is an interoffice transmission path used exclusively by a single carrier for the transmission of its traffic. Dedicated transport is available between BellSouth central offices and between BellSouth central offices and CLEC facilities. Transmission media include, but are not limited to, DS-1, DS-3, STS-1 and OCn levels.
2. Common Transport. Common transport is a shared transmission path used for the traffic of multiple carriers. Common transport is available between BellSouth end offices and between BellSouth end offices and BellSouth tandem switches. BellSouth provides common transport on a per minute of use basis. Transmission media used to provide common transport includes speeds up to and including OCn.
3. Tandem Switching. Tandem switching establishes a communications path between two switching offices through a third switching office. BellSouth offers all the functionality of its tandem switches to CLECs unbundled from transport. Tandem switching includes the facilities connecting the trunk distribution frame to the switch, and all the functions of the switch itself, including those facilities that establish a temporary transmission path between two other switches as well as functions that are centralized in tandem switches



such as call recording, routing of calls to operator services and signaling conversion functions.

4. Digital Cross-Connect Systems. BellSouth provides CLECs, to the extent technically feasible, with the functionality provided by BellSouth's digital cross-connect systems.
5. Additional Options. BellSouth makes additional transport elements available at any technically feasible point. CLECs may use the BFR process to obtain additional options.

B. Rates. Rates for local transport elements are set out in Attachment A.

C. Quality of Network Elements. Where technically feasible, BellSouth provides CLECs with unbundled local transport elements, and access to those elements, that is at least equal in quality to that which BellSouth provides itself. Attachment C contains detailed service descriptions, and technical requirements applicable to CLEC access to BellSouth unbundled network elements including transport elements. BellSouth provides network elements according to applicable industry standard technical references.

D. Ordering and Provisioning. Where technically feasible, BellSouth provides local transport ordering and provisioning services to CLECs that are equal to the ordering and provisioning services BellSouth provides to itself. Detailed guidelines for ordering and provisioning local transport elements are set out in the BellSouth Business Rules for Local Ordering. See Section XV.

## **VI. Local Switching Unbundled from Transport, Local Loop Transmission or Other Services (47 U.S.C. §§ 251(c)(3), 252(d) and 271(c)(2)(B)(vi))**

BellSouth provides local switching unbundled from transport, local loop transmission or other services under the following terms:

A. Local Circuit Switching. BellSouth offers all the functionality of its local circuit switches to CLECs unbundled from transport, local loop transmission and other services, except as set forth in VI.B. Local switching provides the functionality to connect the appropriate originating lines or trunks wired to the Main Distributing Frame or to the digital Cross Connect panel to a desired terminating line or trunk. Local circuit switching functionality includes line termination and line side switching (dialtone) capability and other switch functionality, e.g., vertical features, at rates set forth in Attachment A. All vertical features loaded in a circuit switch are available to CLECs. Features loaded but not activated, and features not loaded in the circuit switch are available and may be requested through the BFR process. Local circuit switching functionality also provides access to all the features and functionality available to the switch and switch software including transport signaling, 911, operator, directory and repair services as well as AIN and similar capabilities.

1. Selective Routing. Selective routing to a CLEC's desired platform is available as discussed in Section X.A.3.f.

2. Port Cross Connects. Port cross connects allow ports to be transported from the main distribution frame in the central office to a CLEC's collocated space.

B. Availability of Local Circuit Switching as an Unbundled Network Element. BellSouth provides CLECs with local circuit switching as defined above on an unbundled network element basis except, pursuant to 47 C.F.R § 319(c)(2), for CLECs that serve end-users with four or more voice grade (DS0) equivalents or lines, where BellSouth provides nondiscriminatory access to combinations of unbundled loops and transport throughout Density Zone 1, and BellSouth's local circuit switches are located in the top 50 Metropolitan Statistical Areas as set forth in Appendix B of the Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98, and in Density Zone 1, as defined in 47 C.F.R. § 69.123 on January 1, 1999.

C. Packet Switching. The packet switching capability network element is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Multiplexers, including but not limited to: (i) the ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel); (ii) the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; (iii) the ability to extract data units from the data channels on the loops; and (iv) the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

D. Availability of Packet Switching as an Unbundled Network Element. BellSouth provides CLECs with packet switching as an unbundled network element only where all of the following conditions are satisfied:

1. BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (*e.g.*, end office to remote terminal, pedestal or environmentally controlled vault);
2. There are no spare copper loops capable of supporting xDSL services the CLEC seeks to offer;
3. BellSouth has not permitted a CLEC to deploy a Digital Subscriber Line Access Multiplexer in the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier

obtained a virtual collocation arrangement at these subloop interconnection points as defined in 47 C.F.R. § 319(b); and

4. BellSouth has deployed packet switching capability for its own use.

E. Rates. Cost-based rates for unbundled local circuit switching provided on an unbundled network element basis under 47 U.S.C. § 251(c)(3) are set out in Attachment A. Rates, terms and conditions for unbundled local circuit switching provided under 47 U.S.C. § 271(c)(2)(B)(vi) but not on an unbundled network element basis under 47 U.S.C. § 251(c)(3), and packet switching provided on an unbundled network element basis (subject to the requirements of 47 C.F.R. §51.319(c)(3)), may be obtained through the BFR process.

F. Quality of Network Elements. Where technically feasible, BellSouth provides CLECs with unbundled local switching elements, and access to those elements, that is at least equal in quality to that which BellSouth provides itself. Attachment C contains detailed service descriptions, and technical requirements applicable to CLEC access to BellSouth unbundled network elements including local switching elements. BellSouth provides network elements according to applicable industry standard technical references.

G. Ordering and Provisioning. BellSouth provides CLECs with ordering and provisioning services for local switching that are equal to the ordering and provisioning services BellSouth provides to itself, where technically feasible. Detailed guidelines for ordering and provisioning local switching elements are set out in the BellSouth Business Rules for Local Ordering.

**VII. Nondiscriminatory Access to (A) 911/E911 Emergency Network (47 U.S.C. §§ 251(c)(3) and 271(c)(2)(B)(vii)(I); Regulations (§§ 901(J),(K)(2)); (B) Directory Assistance Services (§§ 271(c)(2)(B)(vii)(II) and 251(c)(3)); and (C) Operator Call Completion Services (§§ 271(c)(2)(B)(vii)(III) and 251(c)(3))**

BellSouth provides nondiscriminatory access to the 911/E911 network, directory assistance and operator call completion services and associated databases under the following terms:

A. Access to 911/E911. BellSouth provides CLECs with equal access to 911/E911 service and the ability for CLECs to provide customer numbers and address information to 911/E911 providers on the following terms:

1. 911/E911 Service. Basic 911 and E911 provide callers access to the applicable emergency services bureau by dialing a three-digit universal telephone number.

2. Equal Access. A CLEC's customers will be able to dial and reach emergency services bureaus providing 911/E911 service in the same manner as BellSouth customers.

3. Basic 911 Service Provisioning. For basic 911 service, BellSouth will provide to a CLEC 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. The CLEC 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. The CLEC will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, the CLEC will be required to discontinue the Basic 911 procedures and begin using E911 procedures.

4. E911 Service Provisioning. For E911 service, a CLEC will be required to install a minimum of two dedicated trunks originating from the CLEC's 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 Mu-255 Law convention. The CLEC will be required to provide BellSouth daily updates to the E911 database. A CLEC 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, the CLEC 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.

5. Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on CLECs beyond applicable charges for BellSouth trunking arrangements shown on Attachment A.

6. 911/E911 Databases. BellSouth will load CLEC end-user information into 911/E911 databases in the same manner it loads BellSouth end-user information so that CLEC end-user information is available at the same time and in the same manner as BellSouth end-user information.

7. Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers determine the appropriate practices and procedures for BellSouth and CLECs to follow in providing 911/E911 services.

B. Directory Assistance Services. BellSouth provides CLECs nondiscriminatory access to directory assistance services and databases on the following terms:

1. Directory Assistance Database. BellSouth includes CLEC subscriber listings in BellSouth's directory assistance database at no charge. CLECs must provide timely updates in the appropriate format. The same procedures and time intervals will apply to the entry of directory assistance information and updates for BellSouth, CLECs and independent telephone company end-users.

2. BellSouth Directory Assistance Services. BellSouth provides CLECs and their subscribers nondiscriminatory access to directory assistance service under BellSouth's tariffs. CLEC subscribers will be able to reach BellSouth's directory assistance by dialing the same numbers, and will receive the same treatment, as BellSouth subscribers. If the CLEC provides ANI, then additional services such as directory assistance call completion will be available. BellSouth offers CLECs the following access options on the same terms as they are currently offered to other telecommunications providers:

a. Directory Assistance Access Service. This service is currently provided by BellSouth to IXC's for directory assistance.

b. Direct Access to Directory Assistance Service. This service provides direct on-line access to BellSouth's directory assistance database.

c. Directory Assistance Database Service. This service provides a copy of the BellSouth Directory Assistance database to requesting carriers.

3. Selective Routing for CLEC Branded Directory Assistance Services. BellSouth provides CLECs purchasing BellSouth unbundled local circuit switching and reselling BellSouth local exchange service with selective routing or a compatible signaling protocol for routing of calls to a requesting CLEC's directory service platform for provision of CLEC directory assistance services or to a BellSouth platform for BellSouth provision of CLEC-branded directory assistance. In either case, CLEC customers may use the same dialing arrangements as BellSouth customers, but obtain a CLEC-branded service. BellSouth's selective routing offering is discussed in Section X.A.3.f.

4. Rates. Rates for Directory Assistance Services provided under 47 U.S.C. § 271(c)(2)(B)(vii) may be obtained from BellSouth's tariffs or through negotiations.

C. Operator Call Completion Services. BellSouth provides operator services to CLECs in the same manner and extent, utilizing the same databases, that BellSouth provides operator services to its customers:

1. Busy Line Verification and Emergency Interrupt. Busy line verification and busy line verification and emergency interrupt allows BellSouth and CLEC subscribers to request an operator to verify that a line is busy or to interrupt a conversation.
2. Intercept Service. This service provides for call interception in the event of a number change or disconnect. BellSouth provides intercept service to CLECs.
3. Operator Call Processing Access Service. This service provides operator and automated call handling for processing and verification of alternative billing information for collect, calling card and billing to a third number. This service can also be used to provide customized call branding, dialing instructions and other operator assistance.
4. Centralized Message Distribution System. Centralized Message Distribution System (“CMDS”) is a Bellcore administered national system used to transfer specially formatted messages among companies. BellSouth will offer CLECs CMDS Hosting and access to various mechanized reports provided through the system as set out in detail in Attachment E.
5. Selective Routing for CLEC-Branded Operator Call Completion Services. BellSouth provides CLECs purchasing BellSouth unbundled local circuit switching and reselling BellSouth local exchange service with selective routing or a compatible signaling protocol for routing of calls to a requesting CLEC’s operator service platform for provision of CLEC operator call completion services or to a BellSouth platform for BellSouth provision of CLEC-branded operator call completion services. In either case, the CLEC’s customers may use the same dialing arrangements as BellSouth customers, but obtain a CLEC-branded service. BellSouth's selective routing offering is discussed in Section X.A.3.f.
6. Rates. Rates for Operator Call Completion Services provided under 47 U.S.C. § 271(c)(2)(B)(vii) may be obtained from BellSouth’s tariffs or through negotiations.

D. Quality of Network Elements. Where technically feasible, BellSouth provides CLECs nondiscriminatory access to the 911/E911 emergency network, directory assistance and operator call completion services, that is at least equal in quality to that which BellSouth provides itself. Attachment C contains detailed service descriptions and technical requirements applicable to CLEC nondiscriminatory access to BellSouth 911/E911 emergency network, directory assistance and operator call completion services. BellSouth provides network elements according to applicable industry standard technical references.

E. Ordering and Provisioning. Where technically feasible, BellSouth provides ordering and provisioning services for nondiscriminatory access to the 911/E911

emergency network, directory assistance and operator call completion services to CLECs that are equal to the ordering and provisioning services BellSouth provides to itself. Detailed guidelines for ordering and provisioning nondiscriminatory access to 911/E911 emergency network, directory assistance and operator call completion services elements are set out in the BellSouth Business Rules for Local Ordering. See Section XVI.

### **VIII. White Pages Directory Listings For CLEC Customers (47 U.S.C. § 271(c)(2)(B)(viii))**

BellSouth provides CLECs and their customers access to white pages directory listings under the following terms:

A. Listings. BellSouth or its agent will include CLEC residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between CLEC and BellSouth subscribers.

B. Rates. Subscriber primary listing information in the White Pages shall be provided at no charge to CLECs or their subscribers provided that the CLEC provides subscriber listing information to BellSouth at no charge.

C. Procedures for Submitting CLEC Subscriber Information. BellSouth will provide to CLECs a magnetic tape or computer disk containing the proper format for submitting subscriber listings. CLECs will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. These procedures are detailed in the BellSouth Business Rules for Local Ordering. See Section XV.

D. Unlisted Subscribers. CLECs will be required to provide to BellSouth the names, addresses and telephone numbers of all CLEC customers that wish to be omitted from directories.

E. Inclusion of CLEC Customers in Directory Assistance Database. BellSouth will include and maintain CLEC subscriber listings in BellSouth's directory assistance database at no charge. BellSouth and CLECs will formulate appropriate procedures regarding leadtime, timeliness, format and content of listing information. CLEC subscriber listings and information will be migrated on an "as is" basis upon a change of service provider consistent with OBF standards.

F. Listing Information Confidentiality. BellSouth will accord a CLEC's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to a CLEC's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.

G. Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.

H. Delivery. BellSouth or its agent shall deliver White Pages directories to CLEC subscribers at no charge.

**IX. Nondiscriminatory Access to Telephone Numbers For CLEC Customers (47 U.S.C. §§ 251(b)(3) and § 271(c)(2)(B)(ix))**

Non-Discriminatory Access. A neutral party currently serves as the North American Numbering Plan administrator. BellSouth complies with the rules adopted pursuant to 47 U.S.C. § 251(e).

**X. Nondiscriminatory Access to Signaling and Signaling Databases (47 U.S.C. §§ 251(c)(3), 252(d)(2) and 271(c)(2)(B)(x))**

BellSouth provides nondiscriminatory access to signaling and signaling databases under the following terms:

A. Signaling and Signaling Databases. Signaling elements offered by BellSouth include signaling systems and databases. Signaling elements facilitate call routing and completion. BellSouth offers CLECs mediated access to BellSouth's signaling network and signaling databases on an unbundled basis. Available signaling elements include Signaling Links, Signal Transfer Points and Service Control Points.

1. Signaling Links. Signaling links are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a dedicated set of two or four 56 kbps transmission paths between the CLEC designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point. BellSouth will provide connections between a switch or Service Switching Point and a home Signal Transfer Point and connections between two Signal Transfer Point pairs in different company networks.

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

3. Service Control Points. Service Control Points ("SCPs") are databases that store and provide access and the ability to manipulate information required to offer particular services. BellSouth provides the following SCP databases on an unbundled basis:

a. Line Information Database. The line information database ("LIDB") is an SCP transaction-oriented database that contains records



associated with subscriber line numbers and special billing numbers. CLECs may query BellSouth's LIDB to verify collect or third number billing calls. BellSouth will enter CLEC line information into its LIDB under the terms of the Line Information Database Storage Agreement attached as Attachment F. Entry of line information into LIDB will allow CLEC end users to participate in alternate billing arrangements such as collect or third number billed calls.

b. Toll Free Number Database. The Toll Free Number Database is an SCP that provides functionality necessary for toll free number service.

c. Automatic Location Identification/Data Management System. The Automatic Location Identification/Data Management System contains subscriber information used to route calls to the appropriate Public Safety Answering Point.

d. Advanced Intelligent Network. BellSouth offers CLECs access to its SCP-based Advanced Intelligent Network ("AIN") through BellSouth's Service Creation Environment and Service Management System ("SCE/SMS"). SCE/SMS access allows CLECs to provide AIN services from either BellSouth switches or their own. It also allows CLECs to create service applications using BellSouth's AIN service creation tools and to deploy those services using BellSouth's service management tools. CLECs have the same access to SCE/SMS as BellSouth.

e. Additional Databases. BellSouth provides CLECs access to the following additional databases on an unbundled network element basis: Calling Name Database, 911 Database, E911 Database and number portability databases.

f. Selective Routing. Selective routing allows CLECs purchasing unbundled BellSouth local switching or reselling BellSouth retail service to identify and selectively route subscriber calls from a BellSouth switch and BellSouth services to a CLEC's switch and services using the same digits dialed by BellSouth subscribers. In addition, calls may be selectively routed to BellSouth platforms allowing BellSouth to provide CLEC-branded services on behalf of the CLEC. This allows CLEC branding of services such as operator, directory assistance or repair services. Selective routing is provided through AIN-based carrier routing service. BellSouth also provides selective routing through the use of line class codes.

B. Rates. Rates for BellSouth's signaling services, including databases, are set out in Attachment A.

C. Ordering and Provisioning. BellSouth provides selective routing, signaling and signaling database element ordering and provisioning services to CLECs that are at least equal in quality to the ordering and provisioning services BellSouth provides itself, where technically feasible. Detailed guidelines for ordering and provisioning selective routing, signaling and signaling database services are set out in the BellSouth Business Rules for Local Ordering. See Section XV.

D. Quality of Network Elements. BellSouth provides CLECs with unbundled signaling and signaling database elements, and access to those elements, that is at least equal in quality to that which BellSouth provides itself, where technically feasible. Attachment C contains detailed service descriptions and technical requirements applicable to CLEC access to BellSouth unbundled network elements including signaling and signaling databases. BellSouth provides network elements according to applicable industry standard technical references. See Section XVI.

E. 800 Query Rates. Rates for a CLEC to use BellSouth's 800 database (for query purposes only) are set out in Attachment A.

#### **XI. Number Portability (47 U.S.C. §§ 251(b)(2) and 271(c)(2)(B)(xi))**

A. Service Provider Number Portability. Service Provider Number Portability ("Number Portability") is a service arrangement that allows an end user customer who switches service providers to keep the same telephone number. BellSouth offers a permanent local number portability (LNP) solution.

B. Ordering and Provisioning. Detailed guidelines for ordering and provisioning are set out in the BellSouth Business Rules for Local Ordering. See Section XV.

C. Quality of Service. BellSouth will provide number portability to CLECs and their customers with minimum impairment of functionality, quality, reliability and convenience.

#### **XII. Local Dialing Parity (47 U.S.C. §§ 251(b)(3) and 271(c)(2)(B)(xii))**

Local Dialing Parity. CLEC customers will not have to dial any greater number of digits than BellSouth customers to complete the same type of call. In addition, CLEC local service customers will experience at least the same quality as BellSouth local service customers regarding post-dial delay, call completion rate and transmission quality.

#### **XIII. Reciprocal Compensation (47 U.S.C. §§ 252(d)(2) and 271(c)(2)(B)(xiii))<sup>3</sup>**

---

<sup>3</sup> Intercarrier compensation for traffic delivered to enhanced service providers (which includes traffic delivered to Internet Service Providers), is not subject to the reciprocal compensation provisions of section 251(b)(5) and will be treated consistent with the requirements for compensation set forth in the FCC's Order on Remand and Report and Order in the matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 Intercarrier Compensation for ISP-Bound Traffic, CC Dockets 96-98 and 99-68, Released April 27, 2001.

BellSouth provides reciprocal compensation under the following terms:

A. Mutual and Reciprocal Cost Recovery. BellSouth provides for the mutual and reciprocal recovery of the costs of transporting and terminating local calls on BellSouth's and the CLEC's networks. BellSouth's charges for transport and termination of calls on its network are set out in Attachment A.

B. Disputes Related to Reciprocal Compensation. If BellSouth and CLECs operating under this Statement and/or an interconnection agreement have any disputes regarding reciprocal compensation for transport and termination of traffic, they will continue to transport and terminate traffic so that end users are not affected until any dispute is resolved.

**XIV. BellSouth Retail Services Available for Resale (47 U.S.C. §§ 251(b)(1), 251(c)(4), 252(d)(3) and 271(c)(2)(B)(xiv))**

BellSouth provides retail telecommunications services for resale by CLECs under the following terms:

A. Retail Services. Retail telecommunications services ("retail services") are telecommunications services that BellSouth provides at retail to subscribers that are not telecommunications carriers. N11 is not a retail service and is not available for resale.

B. Discounts. Retail services, as ordered by the Commission, are available at discounts set out in Attachment H. Discounts apply to intrastate tariffed services and are not applicable to non-tariffed services or products, taxes or other pass-through charges such as the federal subscriber line charge and similar charges not included in intrastate tariffs.

C. Compliance with Tariff Conditions. Retail services must be resold in compliance with the applicable terms and conditions of the service offering that are contained in BellSouth's existing retail tariffs. Thus, for example, cross-class selling is prohibited. Pursuant to the Commission's orders, the following specific services must be resold as described below:

1. Grandfathered Services. Grandfathered services are available for resale. These services may only be offered to subscribers who have already been grandfathered. These services may not be resold to a different group(s) or a new group(s) of subscribers.

2. LinkUp/Lifeline Services. LinkUp/Lifeline services are available for resale. These services may be resold only to subscribers who meet the criteria that BellSouth currently applies to subscribers of these services. CLECs must discount LinkUp/Lifeline services by at least the same percentage as that currently

provided by BellSouth, and must comply with all aspects of all applicable rules, regulations and statutes.

3. Contract Service Arrangements. Discounted contract service arrangements (“CSAs”) as set out in Attachment H may be resold to the specific BellSouth end user for whom the CSA was constructed or to similarly situated end users. End users are similarly situated if their quantity of use and time of use, and the manner and costs of service, are the same. If a reseller assumes all of the terms and conditions of a CSA, no termination charges will apply upon the assumption of the CSA.

4. Promotions. Retail promotions offered for ninety (90) days or less will not be discounted. Promotions of more than ninety (90) days will be made available for resale at the promotional rate minus the applicable wholesale discount. These promotions may only be offered to customers who would qualify for the promotion if they received it directly from BellSouth.

D. Quality of Resale Services. The services and service provisioning that BellSouth provides CLECs for resale will be at least equal in quality to that provided to BellSouth, or any BellSouth subsidiary, affiliate or end user. BellSouth will provide resellers with preordering, service ordering, service trouble reporting and repair, and daily usage data functionality that will enable a reseller to provide equivalent levels of customer service to its local exchange customers as BellSouth provides to its own end users.

E. BellSouth Interaction with CLEC Customers. When interacting with CLEC resale customers on behalf of a CLEC, BellSouth employees will not market BellSouth services. BellSouth will provide parity in the treatment of CLEC customers with BellSouth customers.

F. Transfer of Customers. BellSouth will implement CLEC requests to disconnect the service of a BellSouth end user and transfer that customer’s service to the CLEC. In the case of a customer terminating service from a CLEC, BellSouth will notify the CLEC within twenty-four (24) hours. BellSouth will not require end user confirmation prior to transferring an end user’s service. A CLEC must, however, provide proof of authorization upon request.

G. Unauthorized Transfer of Customer. If an unauthorized change in local service provider occurs, BellSouth will reestablish service with the appropriate local service provider as requested by the end user and will assess the party responsible for the unauthorized change as described in FCC Tariff No. 1, Section 13, or applicable state tariff. The appropriate nonrecurring charges to reestablish the customer’s service with the appropriate local service provider will also be assessed to the party responsible for the unauthorized change.

H. Interexchange Carrier Selection. BellSouth will implement requests to change a CLEC end user's choice of a primary interexchange carrier and/or intraLATA toll carrier.

I. Customer of Record. The CLEC will be the customer of record for all retail services purchased from BellSouth. Except as specified in this Statement, BellSouth will take orders from, bill and expect payment from the CLEC for all services.

J. Single Point of Contact. The CLEC will be BellSouth's single point of contact for all retail services purchased, including all ordering activities and repair calls. For all repair requests, the CLEC must adhere to BellSouth's prescreening guidelines prior to referring troubles to BellSouth. BellSouth may bill the CLEC for troubles that are found not to be in the BellSouth network. BellSouth will have no other contact with CLEC end users, except as provided herein.

K. Detailed Guidelines for Ordering, Provisioning and Billing. Detailed guidelines for ordering, provisioning and billing of resold services are contained in the BellSouth Business Rules for Local Ordering. See Section XV.

L. Resale of Transmitted Telephone Number Information. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

M. Maintenance of BellSouth Facilities and Equipment. BellSouth facilities and equipment used to provide CLEC-resold services will be maintained by BellSouth. A CLEC or its end users may not rearrange, move, disconnect or attempt to repair any BellSouth facilities or equipment, other than by connection or disconnection to any interface means used, without the written consent of BellSouth.

N. Billing and Collection. This Statement does not provide for billing and collection services. CLEC requests for billing and collection services should be referred to the appropriate entity or operational group within BellSouth.

O. Discontinuing CLEC End User Service. BellSouth will discontinue service provided to a CLECs' resale end user customers as follows:

1. Where possible, BellSouth will deny service to a CLEC's end user on behalf of, and at the request of, the CLEC. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of the CLEC.
2. At the request of a CLEC, BellSouth will disconnect a CLEC end user customer.
3. CLEC requests for denial or disconnection of an end user for nonpayment must be in writing.

4. A CLEC is solely responsible for notifying the end user of the proposed service disconnection.

5. BellSouth will continue to process calls made to the Annoyance Call Center and will advise a CLEC when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by the CLEC and/or the end user against any claim, loss or damage arising from providing this information to the CLEC. It is the responsibility of the CLEC to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.

## **XV. Ordering Guide**

A. BellSouth provides detailed administrative information and procedures for ordering facilities and services under this Statement through the BellSouth Business Rules for Local Ordering. This manual sets out current order forms, ordering procedures and processes, contact names and other information to assist in ordering interconnection, facilities and resale services from BellSouth. This manual can be accessed at <http://www.interconnection.bellsouth.com/guides/>. The administrative information and procedures set out in this manual is intended to ensure that CLECs understand how to order BellSouth unbundled network elements, resale services and other facilities and services set out in this Statement on a day-to-day basis. This manual will be updated to conform to CLEC needs, systems developments and changes to and improvements in administrative procedures. Changes to the manual will not affect BellSouth's commitments, set out in this Statement, to treat CLECs in a non-discriminatory manner.

## **XVI. Performance Measures/Enforcement Plan**

A. Performance Measures and Enforcement Plan. Upon the Commission's issuance of an Order pertaining to Performance Measures and/or an Enforcement Plan applicable to all CLECs generally, BellSouth shall implement in Kentucky such Performance Measures and Enforcement Plan as of the legally effective date.

B. Additional Measures. Additional Service Quality Measurements and reports may be developed through the BFR process described in Attachment B.

## **XVII. Forecasting Requirements**

A. Technical Descriptions and Forecasting. CLECs ordering out of this Statement shall provide technical descriptions and forecasts of their interconnection and traffic

requirements in sufficient detail to establish the interconnections necessary to assure traffic completion to and from all customers in their respective designated service areas.

B. Regular Meetings. The Parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of discussing non-binding forecasts of their traffic and volume requirements for interconnection and network elements provided under this Agreement, in the form and detail as agreed. Section XVII. C. contains guidelines regarding trunk forecasts and meetings that the Parties may use. The Parties agree that each forecast provided under this section shall be deemed “Confidential Information” under Section XXIII of this Statement.

C. Trunk Forecasts. The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two years. Forecast meetings may be face-to-face meetings, video or audio conferences. Meetings may be held regionally or otherwise. Forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 24 trunks or 10%, whichever is greater. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party’s network. BellSouth reserves the right to disconnect underutilized trunks. The Parties agree that forecast information provided under this Section shall be deemed “Confidential Information” under Section XXIII of this Statement.

D. Binding Forecasts. In addition to, and not in lieu of, the non-binding forecasts required by Section XVII.B., a Party that is required pursuant to this Statement to provide a forecast (the “Forecast Provider”) or a Party that is entitled pursuant to this Statement to receive a forecast (the “Forecast Recipient”) may request that the other Party negotiate to establish a forecast (a “Binding Forecast”) that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast provisions in good faith and may include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform and any other terms desired. The Parties agree that any Binding Forecast provided under this Section shall be deemed “Confidential Information” under Section XXIII of this Statement. Neither Party is required to enter into a Binding Forecast as described in this Section.

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

## **XVIII. Network Design and Management (47 U.S.C. § 251(c)(5))**

A. Network Management and Changes. BellSouth will work cooperatively with a CLEC to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

B. Interconnection Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

C. Network Management Controls. BellSouth will work cooperatively with a CLEC to apply sound network management principles by invoking appropriate network management controls, *e.g.*, call gapping, to alleviate or prevent network congestion.

D. Common Channel Signaling. BellSouth will provide LEC-to-LEC Common Channel Signaling (“CCS”) to a CLEC, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (“ANI”), originating line information (“OLI”) calling company category, charge number, etc. All privacy indicators will be honored, and BellSouth will cooperate with a CLEC on the exchange of Transactional Capabilities Application Part (“TCAP”) messages to facilitate full interoperability of CCS-based features between the respective networks.

E. Network Expansion. For network expansion, BellSouth will review engineering requirements with each CLEC on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be implemented as stated by engineering requirements for both parties.

F. Call Information. BellSouth will provide a CLEC with the proper call information, *i.e.*, originated call company number and destination call company number, CIC, and OZZ code, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. The exchange of information is required to enable each company to bill properly.

## **XIX. Taxes**

A. Definition. The terms “taxes” and “fees” shall include, but not be limited to, federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be



imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

B. Taxes and Fees Imposed Directly On Either Seller or Purchaser.

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

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

C. Taxes and Fees Imposed on Purchaser But Collected And Remitted By Seller.

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

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

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

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

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

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

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

D. Taxes and Fees Imposed on Seller But Passed On To Purchaser.

1. Taxes and fees imposed on the providing party, which are permitted or required to be passed on by the providing party to its customer, shall be borne by the purchasing party.

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

3. If the purchasing party disagrees with the providing party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing party shall abide by such determination and pay such taxes or fees to the providing party. The providing party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing party shall be at the purchasing party's expense.

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

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

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

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

E. Mutual Cooperation.

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

**XX. Auditing Procedures**

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

B. Percent Interstate Usage. For combined interstate and intrastate CLEC traffic terminated by BellSouth over the same facilities, a CLEC will be required to provide a

projected Percent Interstate Usage (“PIU”)<sup>4</sup> to BellSouth. All jurisdictional report requirements, rules and regulations for IXCs specified in BellSouth’s Intrastate Access Services Tariff will apply to the CLEC. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection and intrastate toll access charges.

C. CLEC Resale Audit. BellSouth reserves the right to periodically audit services purchased by a CLEC for the purposes of resale to confirm that such services are being utilized in conformity with this Statement and BellSouth’s tariffs. The CLEC will be required to make any and all records available to BellSouth or its auditors on a timely basis. BellSouth shall bear the cost of said audit that shall not occur more than once in a calendar year. If the audit determines that the services are being utilized in violation of this Statement or BellSouth’s tariffs, the CLEC shall be notified and billing for the service will be immediately changed to conform with this Statement and BellSouth’s tariffs. Service charges, back billing and interest may be applied.

## **XXI. Liability and Indemnification**

A. BellSouth Liability. BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible CLEC revenues.

B. Liability for Acts or Omissions of Third Parties. Neither BellSouth nor a CLEC shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Statement.

C. Mutual Limitation of Liability. BellSouth and a CLEC shall limit the liability of each other to the customers of the other to the greatest extent permissible by law. Each company is required to include in its local service tariff if it files one, or in an appropriate document that is binding on its customers if it does not file a local service tariff, a limitation of liability for damages by its customers that covers each company as a provider of a portion of an end user service to the same extent as each company limits its own liability to its customers.

D. No Liability for Certain Damage. Neither BellSouth nor a CLEC shall be liable for damages to the other’s terminal location, point of interface (“POI”) or other company’s customers’ premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to

---

<sup>3</sup>Percent of Interstate Usage (PIU) is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "nonintermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Company Pays services, such as 800 Services. The denominator includes all "nonintermediary", local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating company pays services.

the extent caused by a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.

E. Indemnification for Certain Claims. BellSouth and a CLEC providing services, their affiliates and their parent company, shall be indemnified, defended and held harmless by each other against any claim, loss or damage arising from the receiving company's use of the services provided under this Statement pertaining to (1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the other company's customer arising from one company's use or reliance on the other company's services, actions, duties, or obligations arising out of this Statement.

F. No Liability for Certain Inaccurate Data. Neither BellSouth nor a CLEC assumes any liability for the accuracy of data provided by one company to the other and each company agrees to indemnify and hold harmless the other for any claim, action, cause of action, damage, or injury that might result from the supply of inaccurate data in conjunction with the provision of any service provided pursuant to this Statement.

## **XXII. Intellectual Property Rights and Indemnification**

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

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

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

D. Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes or, in reasonable judgment of the party who owns the

affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said party shall promptly and at its sole expense, but subject to the limitations of liability set forth below:

(i) modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or (ii) obtain a license sufficient to allow such use to continue. In the event (i) or (ii) are commercially unreasonable, then said party may, (iii) terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

E. Exception to Obligations. Neither party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

F. Exclusive Remedy. The foregoing shall constitute the parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this agreement.

### **XXIII. Treatment of Proprietary and Confidential Information**

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

B. Exception to Obligation. Notwithstanding the foregoing, there will be no obligation on BellSouth or the CLEC to protect any portion of the Information that is: (1) made publicly available by the owner of the Information or lawfully disclosed by a party other than BellSouth or the CLEC; (2) lawfully obtained from any source other than the owner of the Information; or (3) previously known to the receiving company without an obligation to keep it confidential.

#### **XXIV. Notices/Discontinuance of Service/Deposits**

A. BellSouth provides notice to CLECs ordering interconnection, unbundled network elements or retail telecommunications services for resale under this Statement under the following terms:

1.. Notice of Network Changes. BellSouth provides notice of network changes in compliance with FCC rules.

2.. Notice of Changes Affecting Unbundled Network Element and Resale Offerings. BellSouth provides CLECs advance notice of any changes to its retail services 45 days before such changes. Such notification will be via Internet posting of changes affecting unbundled network element and resale offerings, including operations support systems. To the extent that revisions occur between the time BellSouth notifies a CLEC of changes under this Statement and the time the changes are scheduled to be implemented, BellSouth will immediately notify a CLEC of such revisions consistent with BellSouth's internal notification process. CLEC may not hold BellSouth responsible for any cost incurred as a result of such revisions, unless such costs are incurred as a result of BellSouth's intentional misconduct.

3. Notices in Writing. Every notice, consent, approval, or other communications required by this Statement to be in writing, for example, notices of discontinuation of service under Section XIV.O. and P. shall be delivered in person or given by postage prepaid mail to the address the intended recipient previously shall have designated by written notice to the other party. Notices to BellSouth shall be addressed to the CLEC's account manager.

B. Discontinuing Service to a CLEC. The procedures for discontinuing service to a CLEC are as follows:

1. BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by a CLEC of the rules and regulations contained in BellSouth's tariffs.

2. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to the CLEC that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received

by the fifteenth day following the date of the notice. If BellSouth does not refuse additional applications for service on the date specified in the notice and the CLEC's noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.

3. If payment of the account is not received or arrangements made by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.

4. If the CLEC fails to comply with the provisions of this Statement, including any payments to be made by it on the dates and times specified, BellSouth may, on thirty days written notice to the person designated by the CLEC to receive notices of noncompliance, discontinue the provision of existing services to the CLEC at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and the CLEC's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to the CLEC without further notice.

5. If payment is not received or arrangements made for payment by the date given in the written notification, the CLEC's services will be discontinued. Upon discontinuance of service on a CLEC's account, service to the CLEC's end users will be denied. BellSouth will reestablish service at the request of the end user or the CLEC upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures.

6. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

C. Deposits. BellSouth may require a CLEC to make a deposit when purchasing services pursuant to this Statement to be held by BellSouth as a guarantee of the payment of rates and charges. Any such deposit may be held during the continuance of the service and may not exceed two month's estimated billing. The fact that a deposit has been made in no way relieves the CLEC from the prompt payment of bills on presentation, nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth. In the event that a CLEC defaults on its account, service to the CLEC will be terminated and any deposits held will be applied to its account. In the case of



a cash deposit, interest at the rate of six percent per annum shall be paid to the CLEC during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to the CLEC by the accrual date.

344169

### Kentucky Price List

BellSouth Telecommunications, Inc.  
 KPSC Admin. Case No. 2001-105  
 SGAT Attachment A  
 May 18, 2001

Cost Ref. No.	Description	Zone	Recurring	INSTALLATION			DISCONNECT		
				Non Recurring	First	Nonrecurring Additional	Non Recurring	First	Nonrecurring Additional
<b>A.0</b>	<b>UNBUNDLED LOCAL LOOP</b>								
<b>A.1</b>	<b>2-WIRE ANALOG VOICE GRADE LOOP</b>								
A.1.1	2-Wire Analog Voice Grade Loop - Service Level 1	1	\$15.17		\$75.26	\$34.74		\$46.93	\$10.40
		2	\$21.36		\$75.26	\$34.74		\$46.93	\$10.40
		3	\$32.36		\$75.26	\$34.74		\$46.93	\$10.40
A.1.2	2-Wire Analog Voice Grade Loop - Service Level 2	1	\$17.78		\$210.31	\$135.35		\$105.49	\$20.48
		2	\$23.96		\$210.31	\$135.35		\$105.49	\$20.48
		3	\$34.96		\$210.31	\$135.35		\$105.49	\$20.48
A.1.8	Engineering Information				\$26.88				
<b>A.2</b>	<b>SUB-LOOP</b>								
A.2.1	Sub-Loop Feeder Per 2-Wire Analog Voice Grade Loop	1	\$10.36		\$184.97	\$111.91		\$108.76	\$26.76
		2	\$13.62		\$184.97	\$111.91		\$108.76	\$26.76
		3	\$19.69		\$184.97	\$111.91		\$108.76	\$26.76
A.2.2	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop	1	\$9.03		\$131.64	\$61.93		\$90.83	\$13.44
		2	\$12.25		\$131.64	\$61.93		\$90.83	\$13.44
		3	\$16.71		\$131.64	\$61.93		\$90.83	\$13.44
A.2.11	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop	1	\$10.18		\$158.12	\$88.41		\$99.10	\$18.08
		2	\$9.44		\$158.12	\$88.41		\$99.10	\$18.08
		3	\$13.38		\$158.12	\$88.41		\$99.10	\$18.08
A.2.13	Network Interface Device Cross Connect				\$11.78	\$11.78			
A.2.14	2-Wire Intrabuilding Network Cable (INC)		\$3.23		\$106.06	\$36.35		\$90.83	\$13.44
A.2.15	4-Wire Intrabuilding Network Cable (INC)		\$6.29		\$118.54	\$48.84		\$99.10	\$18.08
A.2.17	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up				\$575.15				
A.2.18	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up				\$45.28				
A.2.19	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up				\$355.01				
A.2.20	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up				\$111.55				
A.2.21	Sub-Loop - Per Cross Box Location - CLEC Distribution Facility Set-Up				\$575.15				
A.2.24	Sub-Loop - Per 4-Wire Analog Voice Grade Loop / Feeder Only	1	\$30.69		\$213.56	\$138.60		\$122.64	\$33.64
		2	\$36.12		\$213.56	\$138.60		\$122.64	\$33.64
		3	\$22.90		\$213.56	\$138.60		\$122.64	\$33.64
A.2.25	Sub-Loop - Per 2-Wire ISDN Digital Grade Loop / Feeder Only	1	\$17.75		\$211.30	\$136.34		\$111.02	\$26.01
		2	\$23.67		\$211.30	\$136.34		\$111.02	\$26.01
		3	\$29.90		\$211.30	\$136.34		\$111.02	\$26.01
A.2.29	Sub-Loop - Per 4-Wire 56 or 64 Kbps Digital Grade Loop / Feeder Only	1	\$27.38		\$202.14	\$127.18		\$122.64	\$33.64
		2	\$33.41		\$202.14	\$127.18		\$122.64	\$33.64
		3	\$24.47		\$202.14	\$127.18		\$122.64	\$33.64
A.2.30	Sub-Loop - Per 2-Wire Copper Loop / Feeder Only	1	\$8.29		\$167.62	\$92.66		\$106.42	\$21.41
		2	\$7.30		\$167.62	\$92.66		\$106.42	\$21.41
		3	\$6.03		\$167.62	\$92.66		\$106.42	\$21.41
A.2.32	Sub-Loop - Per 4-Wire Copper Loop / Feeder Only	1	\$16.55		\$202.05	\$127.09		\$115.43	\$26.43
		2	\$15.35		\$202.05	\$127.09		\$115.43	\$26.43
		3	\$12.52		\$202.05	\$127.09		\$115.43	\$26.43
A.2.40	Sub-Loop - Per 2-Wire Copper Loop / Distribution Only	1	\$8.01		\$131.64	\$61.93		\$90.83	\$13.44
		2	\$9.18		\$131.64	\$61.93		\$90.83	\$13.44
		3	\$11.02		\$131.64	\$61.93		\$90.83	\$13.44
A.2.42	Sub-Loop - Per 4-Wire Copper Loop / Distribution Only	1	\$10.65		\$158.12	\$88.41		\$99.10	\$18.08
		2	\$9.71		\$158.12	\$88.41		\$99.10	\$18.08
		3	\$8.45		\$158.12	\$88.41		\$99.10	\$18.08
A.2.44	Network Interface Device (NID) - 2 line				\$86.96	\$57.24			
A.2.45	Network Interface Device (NID) - 6 line				\$129.24	\$99.52			

Note: Nonrecurring cost on Initial and Subsequent basis rather than First and Additional indicated by \* after cost element description  
 (#343239)

Kentucky Price List

BellSouth Telecommunications, Inc.  
 KPSC Admin. Case No. 2001-105  
 SGAT Attachment A  
 May 18, 2001

Cost Ref. No.	Description	Zone	Recurring	INSTALLATION			DISCONNECT		
				Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional
<b>A.3</b>	<b>LOOP CHANNELIZATION AND CO INTERFACE (INSIDE CO)</b>								
A.3.12	Unbundled Loop Concentration - System A (TR008)		\$522.17		\$651.04				
A.3.13	Unbundled Loop Concentration - System B (TR008)		\$63.59		\$271.27				
A.3.14	Unbundled Loop Concentration - System A (TR303)		\$567.21		\$651.04				
A.3.15	Unbundled Loop Concentration - System B (TR303)		\$107.16		\$271.27				
A.3.16	Unbundled Loop Concentration - DS1 Line Interface Card		\$6.04		\$126.61	\$92.17		\$33.46	\$9.37
A.3.17	Unbundled Loop Concentration - POTS Card		\$2.40		\$21.08	\$20.96		\$10.75	\$10.68
A.3.18	Unbundled Loop Concentration - ISDN (Brite Card)		\$9.59		\$21.08	\$20.96		\$10.75	\$10.68
A.3.19	Unbundled Loop Concentration - SPOTS Card		\$14.26		\$21.08	\$20.96		\$10.75	\$10.68
A.3.20	Unbundled Loop Concentration - Specials Card		\$8.51		\$21.08	\$20.96		\$10.75	\$10.68
A.3.21	Unbundled Loop Concentration - TEST CIRCUIT Card		\$41.58		\$21.08	\$20.96		\$10.75	\$10.68
A.3.22	Unbundled Loop Concentration - Digital 19, 56, 64 Kbps Data		\$12.60		\$21.08	\$20.96		\$10.75	\$10.68
<b>A.4</b>	<b>4-WIRE ANALOG VOICE GRADE LOOP</b>								
A.4.1	4-Wire Analog Voice Grade Loop	1	\$38.65		\$262.41	\$187.45		\$116.85	\$27.85
		2	\$43.53		\$262.41	\$187.45		\$116.85	\$27.85
		3	\$34.22		\$262.41	\$187.45		\$116.85	\$27.85
<b>A.5</b>	<b>2-WIRE ISDN DIGITAL GRADE LOOP</b>								
A.5.1	2-Wire ISDN Digital Grade Loop	1	\$25.73		\$233.47	\$158.51		\$105.49	\$20.48
		2	\$34.83		\$233.47	\$158.51		\$105.49	\$20.48
		3	\$45.56		\$233.47	\$158.51		\$105.49	\$20.48
A.5.6	Universal Digital Channel	1	\$25.73		\$233.47	\$158.51		\$105.49	\$20.48
		2	\$34.83		\$233.47	\$158.51		\$105.49	\$20.48
		3	\$45.56		\$233.47	\$158.51		\$105.49	\$20.48
<b>A.6</b>	<b>2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP</b>								
A.6.1wLMU	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP (Nonrecurring w/ LMU)								
	A.6.1 2-Wire Asymmetrical Digital Subscriber Line (ADSL) Compatible Loop	1	\$14.94		\$254.53	\$154.15		\$100.89	\$15.88
		2	\$15.15		\$254.53	\$154.15		\$100.89	\$15.88
		3	\$15.73		\$254.53	\$154.15		\$100.89	\$15.88
A.6.1woLMU	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP (Nonrecurring w/o LMU)								
	A.6.1 2-Wire Asymmetrical Digital Subscriber Line (ADSL) Compatible Loop	1	\$14.94		\$204.55	\$128.72		\$100.89	\$15.88
		2	\$15.15		\$204.55	\$128.72		\$100.89	\$15.88
		3	\$15.73		\$204.55	\$128.72		\$100.89	\$15.88
<b>A.7</b>	<b>2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP</b>								
A.7.1wLMU	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP (Nonrecurring w/ LMU)								
	A.7.1 2-Wire High Bit Rate Digital Subscriber Line (HDSL) Compatible Loop	1	\$12.03		\$271.86	\$171.48		\$100.89	\$15.88
		2	\$11.95		\$271.86	\$171.48		\$100.89	\$15.88
		3	\$13.07		\$271.86	\$171.48		\$100.89	\$15.88
A.7.1woLMU	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP (Nonrecurring w/o LMU)								
	A.7.1 2-Wire High Bit Rate Digital Subscriber Line (HDSL) Compatible Loop	1	\$12.03		\$221.88	\$146.05		\$100.89	\$15.88
		2	\$11.95		\$221.88	\$146.05		\$100.89	\$15.88
		3	\$13.07		\$221.88	\$146.05		\$100.89	\$15.88
<b>A.8</b>	<b>4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP</b>								
A.8.1wLMU	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP (Nonrecurring w/ LMU)								
	A.8.1 4-Wire High Bit Rate Digital Subscriber Line (HDSL) Compatible Loop	1	\$19.89		\$329.06	\$228.68		\$109.64	\$20.64

Note: Nonrecurring cost on Initial and Subsequent basis rather than First and Additional indicated by \* after cost element description (#343239)

Kentucky Price List

BellSouth Telecommunications, Inc.  
 KPSC Admin. Case No. 2001-105  
 SGAT Attachment A  
 May 18, 2001

Cost Ref. No.	Description	Zone	Recurring	INSTALLATION			DISCONNECT		
				Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional
		2	\$19.08		\$329.06	\$228.68		\$109.64	\$20.64
		3	\$18.83		\$329.06	\$228.68		\$109.64	\$20.64

Note: Nonrecurring cost on Initial and Subsequent basis rather than First and Additional indicated by \* after cost element description (#343239)

Kentucky Price List

BellSouth Telecommunications, Inc.  
 KPSC Admin. Case No. 2001-105  
 SGAT Attachment A  
 May 18, 2001

Cost Ref. No.	Description	Zone	Recurring	INSTALLATION			DISCONNECT		
				Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional
A.8.1woLMU	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP (Nonrecurring w/o LMU)								
	A.8.1 4-Wire High Bit Rate Digital Subscriber Line (HDSL) Compatible Loop	1	\$19.89		\$279.09	\$203.26		\$109.64	\$20.64
		2	\$19.08		\$279.09	\$203.26		\$109.64	\$20.64
		3	\$18.83		\$279.09	\$203.26		\$109.64	\$20.64
<b>A.9</b>	<b>4-WIRE DS1 DIGITAL LOOP</b>								
A.9.1	4-Wire DS1 Digital Loop	1	\$106.04		\$505.10	\$315.18		\$89.11	\$23.33
		2	\$135.15		\$505.10	\$315.18		\$89.11	\$23.33
		3	\$186.26		\$505.10	\$315.18		\$89.11	\$23.33
A.9.2	Sub-Loop Feeder Per 4-Wire DS1 Digital Loop	1	\$75.10		\$202.14	\$127.18		\$122.64	\$33.64
		2	\$104.53		\$202.14	\$127.18		\$122.64	\$33.64
		3	\$152.36		\$202.14	\$127.18		\$122.64	\$33.64
<b>A.10</b>	<b>4-WIRE 19, 56 OR 64 KBPS DIGITAL GRADE LOOP</b>								
A.10.1	4-Wire 19, 56 or 64 Kbps Digital Grade Loop	1	\$35.92		\$250.99	\$176.03		\$116.85	\$27.85
		2	\$40.32		\$250.99	\$176.03		\$116.85	\$27.85
		3	\$37.90		\$250.99	\$176.03		\$116.85	\$27.85
<b>A.12</b>	<b>CONCENTRATION PER SYSTEM PER FEATURE ACTIVATED (OUTSIDE CENTRAL OFFICE)</b>								
A.12.1	Unbundled Loop Concentration - System A (TR008)		\$493.89		\$408.23	\$222.37		\$253.87	\$80.50
A.12.2	Unbundled Loop Concentration - System B (TR008)		\$82.15		\$408.23	\$222.37		\$253.87	\$80.50
A.12.3	Unbundled Loop Concentration - System A (TR303)		\$530.75		\$408.23	\$222.37		\$253.87	\$80.50
A.12.4	Unbundled Loop Concentration - System B (TR303)		\$119.01		\$408.23	\$222.37		\$253.87	\$80.50
A.12.5	Unbundled Sub-loop Concentration - USLC Feeder Interface	1	\$60.01		\$202.14	\$127.18		\$122.64	\$33.64
		2	\$60.04		\$202.14	\$127.18		\$122.64	\$33.64
		3	\$106.11		\$202.14	\$127.18		\$122.64	\$33.64
A.12.6	Unbundled Loop Concentration - POTS Card		\$2.24		\$21.08	\$20.96		\$10.75	\$10.68
A.12.7	Unbundled Loop Concentration - ISDN (Brite Card)		\$8.98		\$21.08	\$20.96		\$10.75	\$10.68
A.12.8	Unbundled Loop Concentration - SPOTS Card		\$13.35		\$21.08	\$20.96		\$10.75	\$10.68
A.12.9	Unbundled Loop Concentration - Specials Card		\$7.96		\$21.08	\$20.96		\$10.75	\$10.68
A.12.10	Unbundled Loop Concentration - TEST CIRCUIT Card		\$38.90		\$21.08	\$20.96		\$10.75	\$10.68
A.12.11	Unbundled Loop Concentration - Digital 19, 56, 64 Kbps Data		\$11.79		\$21.08	\$20.96		\$10.75	\$10.68
<b>A.13</b>	<b>2-WIRE COPPER LOOP</b>								
A.13.1wLMU	2-Wire Copper Loop - short (Nonrecurring w/ LMU)								
	A.13.1 2-Wire Copper Loop - short	1	\$14.94		\$252.67	\$152.29		\$100.89	\$15.88
		2	\$15.15		\$252.67	\$152.29		\$100.89	\$15.88
		3	\$15.73		\$252.67	\$152.29		\$100.89	\$15.88
A.13.1woLMU	2-Wire Copper Loop - short (Nonrecurring w/o LMU)								
	A.13.1 2-Wire Copper Loop - short	1	\$14.94		\$202.69	\$126.86		\$100.89	\$15.88
		2	\$15.15		\$202.69	\$126.86		\$100.89	\$15.88
		3	\$15.73		\$202.69	\$126.86		\$100.89	\$15.88
	A.13.9 2-Wire Copper Loop - short (Nonrecurring w/o LMU)				\$189.38	\$113.56		\$100.89	\$15.88
	A.17.4 Unbundled Loop Modification - Additive				\$13.31	\$13.31			
					\$202.69	\$126.86			
A.13.7wLMU	2-Wire Copper Loop - long (Nonrecurring w/ LMU)								
	A.13.7 2-Wire Copper Loop - long	1	\$36.19		\$239.36	\$138.98		\$100.89	\$15.88
		2	\$49.31		\$239.36	\$138.98		\$100.89	\$15.88
		3	\$80.78		\$239.36	\$138.98		\$100.89	\$15.88
A.13.7woLMU	2-Wire Copper Loop - long (Nonrecurring w/o LMU)								
	A.13.7 2-Wire Copper Loop - long	1	\$36.19		\$189.38	\$113.56		\$100.89	\$15.88

Note: Nonrecurring cost on Initial and Subsequent basis rather than First and Additional indicated by \* after cost element description (#343239)

Kentucky Price List

BellSouth Telecommunications, Inc.  
 KPSC Admin. Case No. 2001-105  
 SGAT Attachment A  
 May 18, 2001

Cost Ref. No.	Description	Zone	Recurring	I N S T A L L A T I O N			D I S C O N N E C T		
				Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional
		2	\$49.31		\$189.38	\$113.56		\$100.89	\$15.88
		3	\$80.78		\$189.38	\$113.56		\$100.89	\$15.88

Note: Nonrecurring cost on Initial and Subsequent basis rather than First and Additional indicated by \* after cost element description (#343239)

Kentucky Price List

BellSouth Telecommunications, Inc.  
 KPSC Admin. Case No. 2001-105  
 SGAT Attachment A  
 May 18, 2001

Cost Ref. No.	Description	Zone	Recurring	INSTALLATION			DISCONNECT		
				Non Recurring	First	Nonrecurring Additional	Non Recurring	First	Nonrecurring Additional
A.13.12	2-Wire Unbundled Copper Loop - Non Design	1	\$14.88		\$85.98	\$45.45		\$45.38	\$8.86
		2	\$15.37		\$85.98	\$45.45		\$45.38	\$8.86
		3	\$15.71		\$85.98	\$45.45		\$45.38	\$8.86
<b>A.14</b>	<b>4-WIRE COPPER LOOP</b>								
A.14.1wLMU	4-Wire Copper Loop - short (Nonrecurring w/ LMU)								
	A.14.1 4-Wire Copper Loop - short	1	\$25.26		\$301.09	\$200.71		\$109.64	\$20.64
		2	\$23.00		\$301.09	\$200.71		\$109.64	\$20.64
		3	\$19.08		\$301.09	\$200.71		\$109.64	\$20.64
A.14.1woLMU	4-Wire Copper Loop - short (Nonrecurring w/o LMU)								
	A.14.1 4-Wire Copper Loop - short	1	\$25.26		\$251.12	\$175.29		\$109.64	\$20.64
		2	\$23.00		\$251.12	\$175.29		\$109.64	\$20.64
		3	\$19.08		\$251.12	\$175.29		\$109.64	\$20.64
A.14.7wLMU	4-Wire Copper Loop - long (Nonrecurring w/ LMU)								
	A.14.7 4-Wire Copper Loop - long	1	\$61.02		\$287.79	\$187.41		\$109.64	\$20.64
		2	\$55.74		\$287.79	\$187.41		\$109.64	\$20.64
		3	\$88.97		\$287.79	\$187.41		\$109.64	\$20.64
A.14.7woLMU	4-Wire Copper Loop - long (Nonrecurring w/o LMU)								
	A.14.7 4-Wire Copper Loop - long	1	\$61.02		\$237.81	\$161.98		\$109.64	\$20.64
		2	\$55.74		\$237.81	\$161.98		\$109.64	\$20.64
		3	\$88.97		\$237.81	\$161.98		\$109.64	\$20.64
<b>A.15</b>	<b>UNBUNDLED NETWORK TERMINATING WIRE (NTW)</b>								
A.15.1	Unbundled Network Terminating Wire (NTW) per Pair		\$6430		\$60.53				
<b>A.16</b>	<b>HIGH CAPACITY UNBUNDLED LOCAL LOOP</b>								
A.16.1	High Capacity Unbundled Local Loop - DS3 - Facility Termination		\$379.72		\$903.34	\$528.05		\$238.20	\$166.62
A.16.2	High Capacity Unbundled Local Loop - DS3 - Per Mile		\$11.53						
A.16.4	High Capacity Unbundled Local Loop - OC3 - Facility Termination		\$634.72		\$966.44	\$408.86		\$120.00	\$116.54
A.16.5	High Capacity Unbundled Local Loop - OC3 - Per Mile		\$8.75						
A.16.7	High Capacity Unbundled Local Loop - OC12 - Facility Termination		\$2,336.05		\$1,183.45	\$408.86		\$120.00	\$116.54
A.16.8	High Capacity Unbundled Local Loop - OC12 - Per Mile		\$10.77						
A.16.10	High Capacity Unbundled Local Loop - OC48 - Facility Termination		\$1,568.74		\$1,183.45	\$408.86		\$120.00	\$116.54
A.16.11	High Capacity Unbundled Local Loop - OC48 - Per Mile		\$35.33						
A.16.13	High Capacity Unbundled Local Loop - OC48 - Interface OC12 on OC48		\$704.29		\$543.73	\$312.06		\$120.00	\$116.54
A.16.15	High Capacity Unbundled Local Loop - STS-1 - Facility Termination		\$394.76		\$903.34	\$528.05		\$238.20	\$166.62
A.16.16	High Capacity Unbundled Local Loop - STS-1 - Per Mile		\$11.53						
<b>A.17</b>	<b>LOOP CONDITIONING</b>								
A.17.1	Unbundled Loop Modification - Load Coil / Equipment Removal - short				\$64.78				
A.17.2	Unbundled Loop Modification - Load Coil / Equipment Removal - long				\$341.12				
A.17.3	Unbundled Loop Modification - Bridged Tap Removal				\$64.83				
A.17.5	Unbundled Sub-Loop Modification - 2W/4W Copper Distribution Load Coil/Equipment Removal First/Add'l					\$351.68	\$10.19		
A.17.6	Unbundled Sub-Loop Modification - 2W/4W Copper Distribution Bridged Tap Removal First/Add'l					\$556.59	\$12.23		
<b>A.18</b>	<b>MULTIPLEXERS</b>								
A.18.1	Channelization - Channel System DS1 to DS0		\$139.65		\$182.14	\$125.19		\$21.00	\$19.52
A.18.2	Interface Unit - Interface DS1 to DS0 - OCU-DP Card		\$1.63		\$13.16	\$9.43			
A.18.3	Interface Unit - Interface DS1 to DS0 - BRITE Card		\$3.50		\$13.16	\$9.43			
A.18.4	Interface Unit - Interface DS1 to DS0 - Voice Grade Card		\$7.676		\$13.16	\$9.43			
A.18.5	Channelization - Channel System DS3 to DS1		\$194.82		\$356.40	\$188.00		\$66.30	\$63.44

Note: Nonrecurring cost on Initial and Subsequent basis rather than First and Additional indicated by \* after cost element description  
 (#343239)

**Kentucky Price List**

BellSouth Telecommunications, Inc.  
 KPSC Admin. Case No. 2001-105  
 SGAT Attachment A  
 May 18, 2001

Cost Ref. No.	Description	Zone	Recurring	I N S T A L L A T I O N			D I S C O N N E C T		
				Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional
A.18.6	Interface Unit - Interface DS3 to DS1		\$14.53		\$13.16	\$9.43			

Note: Nonrecurring cost on Initial and Subsequent basis rather than First and Additional indicated by \* after cost element description (#343239)



Kentucky Price List

BellSouth Telecommunications, Inc.  
 KPSC Admin. Case No. 2001-105  
 SGAT Attachment A  
 May 18, 2001

Cost Ref. No.	Description	Zone	Recurring	INSTALLATION			DISCONNECT		
				Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional
<b>A.19</b>	<b>LOOP TESTING BEYOND VOICE GRADE</b>								
A.19.1	Loop Testing - Basic per 1/2 hour					\$68.33	\$39.72		
A.19.2	Loop Testing - Overtime per 1/2 hour					\$89.05	\$51.94		
A.19.3	Loop Testing - Premium per 1/2 hour					\$109.77	\$64.17		
<b>B.0</b>	<b>UNBUNDLED LOCAL EXCHANGE PORTS AND FEATURES</b>								
<b>B.1</b>	<b>EXCHANGE PORTS</b>								
B.1.1	Exchange Ports - 2-Wire Analog Line Port (Res., Bus., Centrex, Coin)		\$1.66			\$4.76	\$4.54	\$2.84	\$2.66
B.1.2	Exchange Ports - 4-Wire Analog Voice Grade Port		\$9.82			\$4.76	\$4.54	\$2.97	\$2.78
B.1.3	Exchange Ports - 2-Wire DID Port		\$10.97			\$238.69	\$37.49	\$119.40	\$7.50
B.1.4	Exchange Ports - DDITS Port		\$83.28			\$404.18	\$191.44	\$144.71	\$4.90
B.1.5	Exchange Ports - 2-Wire ISDN Port		\$15.02			\$145.59	\$106.01	\$95.93	\$21.55
B.1.6	Exchange Ports - 4-Wire ISDN DS1 Port		\$113.21			\$407.77	\$203.18	\$157.84	\$39.98
B.1.7	Exchange Ports - 2-Wire Analog Line Port (PBX)		\$1.66			\$62.56	\$29.70	\$27.79	\$1.78
<b>B.4</b>	<b>FEATURES</b>								
B.4.13	Features per port		\$3.39						
<b>C.0</b>	<b>UNBUNDLED SWITCHING AND LOCAL INTERCONNECTION</b>								
<b>C.1</b>	<b>END OFFICE SWITCHING</b>								
C.1.1	End Office Switching Function, Per MOU		\$0.0013355						
C.1.2	End Office Trunk Port - Shared, Per MOU		\$0.002356						
<b>C.2</b>	<b>TANDEM SWITCHING</b>								
C.2.1	Tandem Switching Function Per MOU		\$0.002165						
C.2.2	Tandem Trunk Port - Shared, Per MOU		\$0.002695						
<b>D.0</b>	<b>UNBUNDLED TRANSPORT AND LOCAL INTEROFFICE TRANSPORT</b>								
<b>D.1</b>	<b>COMMON TRANSPORT</b>								
D.1.1	Common Transport - Per Mile, Per MOU		\$0.0000031						
D.1.2	Common Transport - Facilities Termination Per MOU		\$0.0007570						
<b>D.2</b>	<b>INTEROFFICE TRANSPORT - DEDICATED - VOICE GRADE</b>								
D.2.1	Interoffice Transport - Dedicated - 2-Wire Voice Grade - Per Mile		\$0.0118						
D.2.2	Interoffice Transport - Dedicated - 2-Wire Voice Grade - Facility Termination		\$29.51			\$81.10	\$54.84	\$33.36	\$13.75
<b>D.3</b>	<b>INTEROFFICE TRANSPORT - DEDICATED - DS0 - 56/64 KBPS</b>								
D.3.1	Interoffice Transport - Dedicated - DS0 - Per Mile		\$0.0118						
D.3.2	Interoffice Transport - Dedicated - DS0 - Facility Termination		\$21.26			\$81.11	\$54.84	\$33.36	\$13.75
<b>D.4</b>	<b>INTEROFFICE TRANSPORT - DEDICATED - DS1</b>								
D.4.1	Interoffice Transport - Dedicated - DS1 - Per Mile		\$2.407						
D.4.2	Interoffice Transport - Dedicated - DS1 - Facility Termination		\$97.38			\$178.59	\$163.67	\$32.59	\$28.79
<b>D.5</b>	<b>LOCAL CHANNEL - DEDICATED</b>								
D.5.1	Local Channel - Dedicated - 2-Wire Voice Grade		\$18.81			\$386.33	\$66.35	\$73.04	\$6.37
D.5.2	Local Channel - Dedicated - 4-Wire Voice Grade		\$20.12			\$387.20	\$67.22	\$73.98	\$7.31
D.5.7	Local Channel - Dedicated - DS3 - Per Mile		\$8.98						
D.5.8	Local Channel - Dedicated - DS3 - Facility Termination		\$583.57			\$903.34	\$528.05	\$238.20	\$166.62
D.5.10	Local Channel - Dedicated - OC3 - Per Mile		\$7.54						
D.5.11	Local Channel - Dedicated - OC3 - Facility Termination		\$1,409.19			\$966.44	\$408.86	\$120.00	\$116.54
D.5.13	Local Channel - Dedicated - OC12 - Per Mile		\$10.77						
D.5.14	Local Channel - Dedicated - OC12 - Facility Termination		\$4,342.43			\$1,183.45	\$408.86	\$120.00	\$116.54

Note: Nonrecurring cost on Initial and Subsequent basis rather than First and Additional indicated by \* after cost element description (#343239)

Kentucky Price List

BellSouth Telecommunications, Inc.  
 KPSC Admin. Case No. 2001-105  
 SGAT Attachment A  
 May 18, 2001

Cost Ref. No.	Description	Zone	Recurring	I N S T A L L A T I O N			D I S C O N N E C T		
				Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional
D.5.16	Local Channel - Dedicated - OC48 - Per Mile		\$35.33						

Note: Nonrecurring cost on Initial and Subsequent basis rather than First and Additional indicated by \* after cost element description  
 (#343239)

Kentucky Price List

BellSouth Telecommunications, Inc.  
 KPSC Admin. Case No. 2001-105  
 SGAT Attachment A  
 May 18, 2001

Cost Ref. No.	Description	Zone	Recurring	INSTALLATION			DISCONNECT		
				Non Recurring	Nonrecurring First	Additional	Non Recurring	Nonrecurring First	Additional
D.5.17	Local Channel - Dedicated - OC48 - Facility Termination		\$2,053.49		\$1,183.45	\$408.86		\$120.00	\$116.54
D.5.19	Local Channel - Dedicated - OC48 - Interface OC12 on OC48		\$751.14		\$543.73	\$312.06		\$120.00	\$116.54
D.5.21	Local Channel - Dedicated - STS-1 - Facility Termination		\$550.34		\$903.34	\$528.05		\$238.20	\$166.62
D.5.23	Local Channel - Dedicated - STS-1 -Per Mile		\$8.98						
D.5.24	Local Channel - Dedicated - DS1	1	\$44.63		\$355.06	\$307.53		\$44.24	\$30.42
		2	\$40.74		\$355.06	\$307.53		\$44.24	\$30.42
		3	\$42.95		\$355.06	\$307.53		\$44.24	\$30.42
<b>D.6</b>	<b>INTEROFFICE TRANSPORT - DEDICATED - DS3</b>								
D.6.1	Interoffice Transport - Dedicated - DS3 - Per Mile		\$5.10						
D.6.2	Interoffice Transport - Dedicated - DS3 - Facility Termination		\$1,191.53		\$557.69	\$325.62		\$120.00	\$116.54
<b>D.7</b>	<b>INTEROFFICE TRANSPORT - DEDICATED - OC3</b>								
D.7.1	Interoffice Transport - Dedicated - OC3 - Per Mile		\$9.76						
D.7.2	Interoffice Transport - Dedicated - OC3 - Facility Termination		\$3,364.80		\$869.64	\$312.06		\$120.00	\$116.54
<b>D.8</b>	<b>INTEROFFICE TRANSPORT - DEDICATED - OC12</b>								
D.8.1	Interoffice Transport - Dedicated - OC12 - Per Mile		\$22.41						
D.8.2	Interoffice Transport - Dedicated - OC12 - Facility Termination		\$12,515.36		\$1,086.66	\$312.06		\$120.00	\$116.54
<b>D.9</b>	<b>INTEROFFICE TRANSPORT - DEDICATED - OC48</b>								
D.9.1	Interoffice Transport - Dedicated - OC48 - Per Mile		\$35.13						
D.9.2	Interoffice Transport - Dedicated - OC48 - Facility Termination		\$16,268.14		\$1,086.66	\$312.06		\$120.00	\$116.54
D.9.4	Interoffice Transport - Dedicated - OC48 - Interface OC12 on OC48		\$1,536.85		\$543.73	\$312.06		\$120.00	\$116.54
<b>D.10</b>	<b>INTEROFFICE TRANSPORT - DEDICATED - STS-1</b>								
D.10.1	Interoffice Transport - Dedicated - STS-1 - Per Mile		\$5.10						
D.10.2	Interoffice Transport - Dedicated - STS-1 - Facility Termination		\$1,165.53		\$557.69	\$325.62		\$120.00	\$116.54
<b>D.12</b>	<b>INTEROFFICE TRANSPORT - DEDICATED - 4-WIRE VOICE GRADE</b>								
D.12.1	Interoffice Transport - Dedicated - 4-Wire Voice Grade - Per Mile		\$0.118						
D.12.2	Interoffice Transport - Dedicated - 4-Wire Voice Grade - Facility Termination		\$26.22		\$81.10	\$54.84		\$33.36	\$13.75
<b>E.0</b>	<b>SIGNALING NETWORK, DATA BASES, &amp; SERVICE MANAGEMENT SYSTEMS</b>								
<b>E.1</b>	<b>800 ACCESS TEN DIGIT SCREENING</b>								
E.1.1	800 Access Ten Digit Screening, Per Call		\$0.006692						
E.1.2	800 Access Ten Digit Screening, Reservation Charge Per 800 Number Reserved				\$5.16	\$0.88			
E.1.3	800 Access Ten Digit Screening, Per 800 No. Established W/O POTS Translations				\$11.88	\$1.61		\$9.14	\$1.08
E.1.4	800 Access Ten Digit Screening, Per 800 No. Established With POTS Translations				\$11.88	\$1.61		\$9.14	\$1.08
E.1.5	800 Access Ten Digit Screening, Customized Area of Service Per 800 Number				\$5.16	\$2.58			
E.1.6	800 Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 800 No.				\$6.04	\$3.46			
E.1.7	800 Access Ten Digit Screening, Change Charge Per Request				\$6.04	\$0.88			
E.1.8	800 Access Ten Digit Screening, Call Handling and Destination Features				\$5.16				
E.1.9	800 Access Ten Digit Screening, w/ 8FL No. Delivery		\$0.006692						
E.1.10	800 Access Ten Digit Screening, w/ POTS No. Delivery		\$0.006692						
<b>E.2</b>	<b>LINE INFORMATION DATA BASE ACCESS (LIDB)</b>								
E.2.1	LIDB Common Transport Per Query		\$0.000256						
E.2.2	LIDB Validation Per Query		\$0.0137323						
E.2.3	LIDB Originating Point Code Establishment or Change				\$68.66			\$84.19	

Note: Nonrecurring cost on Initial and Subsequent basis rather than First and Additional indicated by \* after cost element description (#343239)

Kentucky Price List

BellSouth Telecommunications, Inc.  
 KPSC Admin. Case No. 2001-105  
 SGAT Attachment A  
 May 18, 2001

Cost Ref. No.	Description	Zone	Recurring	INSTALLATION			DISCONNECT		
				Non Recurring	First	Nonrecurring Additional	Non Recurring	First	Nonrecurring Additional
<b>E.3</b>	<b>CCS7 SIGNALING TRANSPORT</b>								
E.3.1	CCS7 Signaling Connection, Per 56Kbps Facility		\$21.01	\$71.08			\$32.88		
E.3.2	CCS7 Signaling Termination, Per STP Port		\$167.75						
E.3.3	CCS7 Signaling Usage, Per Call Setup Message		\$0.000176						
E.3.4	CCS7 Signaling Usage, Per TCAP Message		\$0.0000704						
E.3.7	CCS7 Signaling Connection, Per link (A link) (same as E.3.1)		\$21.01	\$71.08			\$32.88		
E.3.8	CCS7 Signaling Connection, Per link (B link) (also known as D link) (same as E.3.1)		\$21.01	\$71.08			\$32.88		
E.3.9	CCS7 Signaling Usage, Per ISUP Message (same as E.3.3)		\$0.000176						
E.3.10	CCS7 Signaling Usage Surrogate, per link		\$804.91						
E.3.11	CCS7 Signaling Point Code, Establishment or Change, per STP affected			\$58.04			\$71.16		
<b>E.4</b>	<b>BELLSOUTH CALLING NAME (CNAM) DATABASE (DB) SERVICE</b>								
E.4.1	CNAM for DB Owners - Service Establishment, Manual *				\$45.92			\$42.22	
E.4.2	CNAM for Non DB Owners - Service Establishment, Manual *				\$45.92			\$42.22	
E.4.3	CNAM for DB Owners Service Provisioning with Point Code Establishment *				\$1,982.43	\$1,466.17		\$538.04	\$395.62
E.4.4	CNAM for Non DB Owners Service Provisioning with Point Code Establishment *				\$684.89	\$490.45		\$550.69	\$395.62
E.4.5	CNAM for DB and Non DB Owners, Per Query		\$0.0010420						
<b>E.5</b>	<b>BELLSOUTH ACCESS TO E911 SERVICE</b>								
E.5.1	BellSouth E911 Access - Local Channel - Dedicated - 2-wire Voice Grade (Same as D.5.1)		\$18.81		\$386.33	\$66.35		\$73.04	\$6.37
E.5.2	BellSouth E911 Access - Interoffice Transport - Dedicated - 2-wire Voice Grade Per Mile (Same as D.2.1)		\$0.118						
E.5.3	BellSouth E911 Access - Interoffice Transport - Dedicated - 2-wire Voice Grade Per Facility Termination (Same as D.2.2)		\$29.51		\$81.10	\$54.84		\$33.36	\$13.75
E.5.4	BellSouth E911 Access - Local Channel - Dedicated - DS1 (Same as D.5.24)	1	\$44.63		\$355.06	\$307.53		\$44.24	\$30.42
		2	\$40.74		\$355.06	\$307.53		\$44.24	\$30.42
		3	\$42.95		\$355.06	\$307.53		\$44.24	\$30.42
E.5.5	BellSouth E911 Access - Interoffice Transport - Dedicated - DS1 Per Mile (Same as D.4.1)		\$2.407						
E.5.6	BellSouth E911 Access - Interoffice Transport - Dedicated - DS1 Per Facility Termination (Same as D.4.2)		\$97.38		\$178.59	\$163.67		\$32.59	\$28.79
<b>E.6</b>	<b>LNP QUERY SERVICE</b>								
E.6.1	LNP Cost Per query		\$0.0008847						
E.6.2	LNP Service Establishment Manual *				\$25.04			\$23.03	
E.6.3	LNP Service Provisioning with Point Code Establishment *				\$1,187.39	\$606.60		\$538.04	\$395.62
<b>G.0</b>	<b>SELECTIVE ROUTING</b>								
<b>G.9</b>	<b>SELECTIVE ROUTING (INTERIM SOLUTION LINE CLASS CODES)</b>								
G.9.1	Selective Routing Per Unique Line Class Code Per Request Per Switch				\$169.45			\$28.23	
<b>G.11</b>	<b>SELECTIVE CARRIER ROUTING (AIN SOLUTION)</b>								
G.11.1	Service Establishment per CLEC				\$202,267.80			\$17,187.33	
G.11.2	Service Establishment per End Office				\$353.58			\$3.39	
G.11.4	Query Cost		\$0.0039283						
<b>H.0</b>	<b>COLLOCATION</b>								
<b>H.1</b>	<b>PHYSICAL COLLOCATION</b>								
H.1.1	Physical Collocation - Application Cost - Initial				\$3,760.26			\$1.01	
H.1.5	Physical Collocation - Cable Installation				\$1,723.03			\$45.00	
H.1.6	Physical Collocation - Floor Space per Sq. Ft.		\$8.20						
H.1.7	Physical Collocation - Cable Support Structure		\$20.14						
H.1.8	Physical Collocation - Power per Fused Amp		\$8.77						
H.1.9	Physical Collocation - 2-Wire Cross-Connects		\$0.0374		\$24.60	\$23.60		\$12.09	\$10.91
H.1.10	Physical Collocation - 4-Wire Cross-Connects		\$0.0747		\$24.79	\$23.74		\$12.73	\$11.42

Note: Nonrecurring cost on Initial and Subsequent basis rather than First and Additional indicated by \* after cost element description (#343239)

Kentucky Price List

BellSouth Telecommunications, Inc.  
 KPSC Admin. Case No. 2001-105  
 SGAT Attachment A  
 May 18, 2001

Cost Ref. No.	Description	Zone	Recurring	I N S T A L L A T I O N			D I S C O N N E C T		
				Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional
H.1.11	Physical Collocation - DS1 Cross-Connects		\$1.50		\$44.07	\$31.86		\$12.76	\$11.53
H.1.12	Physical Collocation - DS3 Cross-Connects		\$19.15		\$41.79	\$30.40		\$14.70	\$11.79

Note: Nonrecurring cost on Initial and Subsequent basis rather than First and Additional indicated by \* after cost element description (#343239)

Kentucky Price List

BellSouth Telecommunications, Inc.  
 KPSC Admin. Case No. 2001-105  
 SGAT Attachment A  
 May 18, 2001

Cost Ref. No.	Description	Zone	Recurring	INSTALLATION			DISCONNECT		
				Non Recurring	First	Nonrecurring Additional	Non Recurring	First	Nonrecurring Additional
H.1.13	Physical Collocation - 2-Wire POT Bay		\$1146						
H.1.14	Physical Collocation - 4-Wire POT Bay		\$2291						
H.1.15	Physical Collocation - DS1 POT Bay		\$1.62						
H.1.16	Physical Collocation - DS3 POT Bay		\$14.43						
H.1.17	Physical Collocation - Security Escort - Basic, per Half Hour				\$33.86	\$21.46			
H.1.18	Physical Collocation - Security Escort - Overtime, per Half Hour				\$44.10	\$27.72			
H.1.19	Physical Collocation - Security Escort - Premium, per Half Hour				\$54.35	\$33.97			
H.1.23	Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.		\$189.85						
H.1.24	Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.		\$18.62						
H.1.31	Physical Collocation - 2-Fiber Cross-Connect		\$3.80		\$41.79	\$30.41		\$14.71	\$11.79
H.1.32	Physical Collocation - 4-Fiber Cross-Connect		\$6.74		\$51.11	\$39.73		\$19.34	\$16.43
H.1.33	Physical Collocation - 2-Fiber POT Bay		\$49.25						
H.1.34	Physical Collocation - 4-Fiber POT Bay		\$66.41						
H.1.37	Physical Collocation - Security Access System - Security System per Central Office		\$78.11						
H.1.38	Physical Collocation - Security Access System - New Access Card Activation, per Card		\$0.585	\$55.59					
H.1.39	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Card			\$15.59					
H.1.40	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			\$45.58					
H.1.41	Physical Collocation - Space Preparation - C.O. Modification per square ft.		\$2.38						
H.1.42	Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless		\$3.30						
H.1.43	Physical Collocation - Space Preparation - Common Systems Modification per Cage		\$112.11						
H.1.45	Physical Collocation - Space Preparation - Firm Order Processing			\$1,201.83					
H.1.46	Physical Collocation - Application Cost - Subsequent			\$3,134.29			\$1.01		
H.1.47	Physical Collocation - Space Availability Report per C.O.			\$2,151.08					
H.1.50	Physical Collocation - 120V, Single Phase Standby Power Cost		\$5.58						
H.1.51	Physical Collocation - 240V, Single Phase Standby Power Cost		\$11.16						
H.1.52	Physical Collocation - 120V, Three Phase Standby Power Cost		\$16.74						
H.1.53	Physical Collocation - 277V, Three Phase Standby Power Cost		\$38.65						
H.1.54	Physical Collocation - Security Access - Initial Key, per Key			\$26.20					
H.1.55	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			\$26.20					
<b>H.2</b>	<b>VIRTUAL COLLOCATION</b>								
H.2.1	Virtual Collocation - Application Cost			\$2,411.35			\$1.01		
H.2.2	Virtual Collocation - Cable Installation Cost per Cable			\$1,723.03			\$45.00		
H.2.3	Virtual Collocation - Floor Space per Sq. Ft.		\$8.20						
H.2.4	Virtual Collocation - Power, per Fused Amp		\$8.77						
H.2.5	Virtual Collocation - Cable Support Structure, per Entrance Cable		\$17.62						
H.2.6	Virtual Collocation - 2-Wire Cross Connects		\$0.348		\$24.60	\$23.60		\$12.09	\$10.91
H.2.7	Virtual Collocation - 4-Wire Cross Connects		\$0.695		\$24.79	\$23.74		\$12.73	\$11.42
H.2.8	Virtual Collocation - DS1 Cross Connects		\$1.50		\$44.07	\$31.86		\$12.76	\$11.53
H.2.9	Virtual Collocation - DS3 Cross Connects		\$19.15		\$41.79	\$30.40		\$14.70	\$11.79
H.2.10	Virtual Collocation - Security Escort - Basic, Per Half Hour				\$33.86	\$21.46			
H.2.11	Virtual Collocation - Security Escort - Overtime, Per Half Hour				\$44.10	\$27.72			
H.2.12	Virtual Collocation - Security Escort - Premium, Per Half Hour				\$54.35	\$33.97			
H.2.16	Virtual Collocation - 2-Fiber Cross Connect		\$3.85		\$41.79	\$30.41		\$14.71	\$11.79
H.2.17	Virtual Collocation - 4-Fiber Cross Connect		\$7.70		\$51.11	\$39.73		\$19.34	\$16.43
H.2.20	Virtual Collocation - Maintenance in the CO - Basic, per Half Hour				\$55.87	\$21.46			
H.2.21	Virtual Collocation - Maintenance in the CO - Overtime, per Half Hour				\$72.97	\$27.72			
H.2.22	Virtual Collocation - Maintenance in the CO - Premium, per Half Hour				\$90.07	\$33.97			

Note: Nonrecurring cost on Initial and Subsequent basis rather than First and Additional indicated by \* after cost element description (#343239)

Kentucky Price List

BellSouth Telecommunications, Inc.  
 KPSC Admin. Case No. 2001-105  
 SGAT Attachment A  
 May 18, 2001

Cost Ref. No.	Description	Zone	Recurring	INSTALLATION			DISCONNECT		
				Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional
<b>H.3</b>	<b>ASSEMBLY POINT</b>								
H.3.1	Assembly Point - 2-Wire Cross Connects		\$ .9740		\$24.60	\$23.60		\$12.09	\$10.91
H.3.2	Assembly Point - 4-Wire Cross Connects		\$1.95		\$24.79	\$23.74		\$12.73	\$11.42
H.3.3	Assembly Point - DS1 Cross Connects		\$13.54		\$44.07	\$31.86		\$12.76	\$11.53
<b>H.4</b>	<b>ADJACENT COLLOCATION</b>								
H.4.1	Adjacent Collocation - Space Cost per Sq. Ft.		\$ .0178						
H.4.2	Adjacent Collocation - Electrical Facility Cost per Linear Ft.		\$6.01						
H.4.3	Adjacent Collocation - 2-Wire Cross-Connects		\$ .0289		\$24.60	\$23.60		\$12.09	\$10.91
H.4.4	Adjacent Collocation - 4-Wire Cross-Connects		\$ .0579		\$24.79	\$23.74		\$12.73	\$11.42
H.4.5	Adjacent Collocation - DS1 Cross-Connects		\$1.39		\$44.07	\$31.86		\$12.76	\$11.53
H.4.6	Adjacent Collocation - DS3 Cross-Connects		\$18.87		\$41.79	\$30.40		\$14.70	\$11.79
H.4.7	Adjacent Collocation - 2-Fiber Cross-Connect		\$3.20		\$41.79	\$30.41		\$14.71	\$11.79
H.4.8	Adjacent Collocation - 4-Fiber Cross-Connect		\$6.11		\$51.11	\$39.73		\$19.34	\$16.43
H.4.9	Adjacent Collocation - Application Cost			\$3,154.46			\$1.01		
H.4.16	Adjacent Collocation - 120V, Single Phase Standby Power Cost per AC Breaker Amp		\$5.58						
H.4.17	Adjacent Collocation - 240V, Single Phase Standby Power Cost per AC Breaker Amp		\$11.16						
H.4.18	Adjacent Collocation - 120V, Three Phase Standby Power Cost per AC Breaker Amp		\$16.74						
H.4.19	Adjacent Collocation - 277V, Three Phase Standby Power Cost per AC Breaker Amp		\$38.65						
<b>H.6</b>	<b>PHYSICAL COLLOCATION IN THE REMOTE TERMINAL (RT)</b>								
H.6.1	Physical Collocation in the RT - Application Fee			\$615.60			\$337.70		
H.6.2	Physical collocation in the Remote Terminal (RT) per Bay/ Rack		\$224.41						
H.6.3	Physical Collocation in the RT - Security Access - Key			\$26.20					
H.6.4	Physical Collocation in the RT - Space Availability Report per Premises Requested			\$231.82					
H.6.5	Physical Collocation in the RT- Remote Site CLLI Code Request, per CLLI Code Requested			\$75.13					
<b>H.7</b>	<b>COLLOCATION CABLE RECORDS</b>								
H.7.1	Collocation Cable Records - per request *				\$1,519.09	\$976.56		\$266.08	\$266.08
H.7.2	Collocation Cable Records - VG/DS0 Cable, per cable record *				\$654.06	\$654.06		\$378.37	\$378.37
H.7.3	Collocation Cable Records - VG/DS0 Cable, per each 100 pair *				\$9.62	\$9.62		\$11.80	\$11.80
H.7.4	Collocation Cable Records - DS1, per T1TIE *				\$4.50	\$4.50		\$5.52	\$5.52
H.7.5	Collocation Cable Records - DS3, per T3TIE *				\$15.76	\$15.76		\$19.32	\$19.32
H.7.6	Collocation Cable Records - Fiber Cable, per cable record *				\$169.03	\$169.03		\$154.30	\$154.30
<b>H.8</b>	<b>VIRTUAL COLLOCATION IN THE REMOTE TERMINAL (RT)</b>								
H.8.1	Virtual Collocation In the Remote Terminal (RT) - Application Fee			\$615.60			\$337.70		
H.8.2	Virtual Collocation In the Remote Terminal (RT) - Per Bay/Rack Of Space		\$224.41						
H.8.3	Virtual Collocation In the Remote Terminal (RT) - Space availability Report Per Premises Requested			\$231.82					
H.8.4	Virtual Collocation in the RT- Remote Site CLLI Code Request, per CLLI Code Requested			\$75.13					
<b>J.0</b>	<b>OTHER</b>								
<b>J.1</b>	<b>DARK FIBER</b>								
J.1.2	Dark Fiber, Per Four Fiber Strands, Per Route Mile or Fraction Thereof - Local Channel/Loop		\$48.00		\$1,278.61	\$275.82		\$632.07	\$394.05
J.1.3	Dark Fiber, Per Four Fiber Strands, Per Route Mile or Fraction Thereof - Interoffice		\$31.51		\$1,278.61	\$275.82		\$632.07	\$394.05
<b>J.3</b>	<b>LOOP MAKE-UP</b>								
J.3.1	Mechanized Loop Make-up		\$ .6746						
J.3.3	Manual Loop Make-up w/o Facility Reservation Number				\$47.98				
J.3.4	Manual Loop Make-up w/ Facility Reservation Number				\$50.88				

Note: Nonrecurring cost on Initial and Subsequent basis rather than First and Additional indicated by \* after cost element description (#343239)

Kentucky Price List

BellSouth Telecommunications, Inc.  
 KPSC Admin. Case No. 2001-105  
 SGAT Attachment A  
 May 18, 2001

Cost Ref. No.	Description	Zone	Recurring	INSTALLATION			DISCONNECT		
				Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional
<b>J.4</b>	<b>LINE SHARING SPLITTER IN THE CENTRAL OFFICE</b>								
J.4.1	Line Sharing Splitter - per Splitter System 96-Line Capacity in the Central Office		\$203.33	\$377.71			\$357.29		
J.4.2	Line Sharing Splitter - per Splitter System 24-Line Capacity in the Central Office		\$50.83	\$377.71			\$357.29		
J.4.3	Line Sharing Splitter - per Line Activation in the Central Office		\$0.61		\$37.02	\$21.20		\$20.10	\$9.87
J.4.4	Line Sharing Splitter per Subsequent Activity per Line Arrangement				\$32.78	\$16.38			
J.4.6	Line Sharing - per CLEC/DLEC Owned Splitter in the Central Office - per LSOD			\$115.28			\$88.61		
J.4.7	Line Sharing - per CLEC/DLEC Owned Splitter in the Central Office - per occurrence of each group of 24 lines (48 pairs)			\$57.72			\$11.43		
<b>J.5</b>	<b>ACCESS TO THE DCS</b>								
J.5.1	Customer Reconfiguration Establishment				\$2.95			\$3.67	
J.5.2	DS1 DCS Termination with DS0 Switching		\$25.98		\$51.10	\$39.33		\$33.15	\$26.66
J.5.3	DS1 DCS Termination with DS1 Switching		\$12.54		\$36.94	\$25.16		\$24.34	\$17.85
J.5.4	DS3 DCS Termination with DS1 Switching		\$156.08		\$51.10	\$39.33		\$33.15	\$26.66
<b>K.0</b>	<b>ADVANCED INTELLIGENT NETWORK (AIN) SERVICES</b>								
<b>K.1</b>	<b>BELLSOUTH AIN SMS ACCESS SERVICE</b>								
K.1.1	AIN SMS Access Service - Service Establishment, Per State, Initial Setup			\$78.91			\$81.40		
K.1.2	AIN SMS Access Service - Port Connection - Dial/Shared Access			\$15.66			\$18.18		
K.1.3	AIN SMS Access Service - Port Connection - ISDN Access			\$15.66			\$18.18		
K.1.4	AIN SMS Access Service - User Identification Codes - Per User ID Code			\$70.03			\$54.13		
K.1.5	AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			\$83.79			\$23.42		
K.1.6	AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)		\$0.026						
K.1.7	AIN SMS Access Service - Session, Per Minute		\$0.6731						
K.1.8	AIN SMS Access Service - Company Performed Session, Per Minute		\$0.8348						
<b>K.2</b>	<b>BELLSOUTH AIN TOOLKIT SERVICE</b>								
K.2.1	AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			\$78.91			\$81.40		
K.2.2	AIN Toolkit Service - Training Session, Per Customer			\$8,407.25					
K.2.3	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt			\$15.66			\$18.17		
K.2.4	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay			\$15.66			\$18.17		
K.2.5	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate			\$15.66			\$18.17		
K.2.6	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP			\$68.95			\$28.72		
K.2.7	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP			\$68.95			\$28.72		
K.2.8	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code			\$68.95			\$28.72		
K.2.9	AIN Toolkit Service - Query Charge, Per Query		\$0.0558867						
K.2.10	AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query		\$0.0068985						
K.2.11	AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes		\$0.07						
K.2.12	AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription		\$11.65	\$15.66			\$11.01		
K.2.13	AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription		\$3.30	\$17.33					
K.2.14	AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription		\$8.46	\$15.66			\$11.01		
K.2.15	AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription		\$0.11	\$17.33					
<b>L.0</b>	<b>ACCESS DAILY USAGE FILE (ADUF)</b>								
<b>L.1</b>	<b>ACCESS DAILY USAGE FILE (ADUF)</b>								
L.1.1	ADUF, Message Processing, per message		\$0.008045						
L.1.3	ADUF, Data Transmission (CONNECT:DIRECT), per message		\$0.00012942						
<b>M.0</b>	<b>DAILY USAGE FILES</b>								
<b>M.1</b>	<b>ENHANCED OPTIONAL DAILY USAGE FILE</b>								
M.1.1	Enhanced Optional Daily usage File: Message Processing, Per Message		\$0.253134						

Note: Nonrecurring cost on Initial and Subsequent basis rather than First and Additional indicated by \* after cost element description (#343239)



Kentucky Price List

BellSouth Telecommunications, Inc.  
 KPSC Admin. Case No. 2001-105  
 SGAT Attachment A  
 May 18, 2001

Cost Ref. No.	Description	Zone	Recurring	INSTALLATION			DISCONNECT		
				Non Recurring	First	Nonrecurring Additional	Non Recurring	First	Nonrecurring Additional
<b>M.2</b>	<b>OPTIONAL DAILY USAGE FILE</b>								
M.2.1	Optional Daily Usage File: Recording, per Message		\$ .0000152						
M.2.2	Optional Daily Usage File: Message Processing, Per Message		\$ .004688						
M.2.3	Optional Daily Usage File: Message Processing, Per Magnetic Tape Provisioned		\$48.78						
M.2.4	Optional Daily Usage File: Data Transmission (CONNECT:DIRECT), Per Message		\$ .00010785						
<b>N.0</b>	<b>NONRECURRING COSTS</b>								
<b>N.1</b>	<b>SERVICE ORDER</b>								
N.1.1	Electronic Service Order, per local service request			\$11.66			\$7.43		
N.1.7	Electronic Service Order, per local service request -resale only			\$7.89			\$6.66		
N.1.2	Manual Service Order, per local service request			\$31.32			\$3.94		
N.1.8	Manual Service Order, per local service request - resale only			\$37.64					
N.1.5	Order Coordination			\$16.31					
N.1.6	Order Coordination for Specified Conversion Time			\$36.18					
<b>P.0</b>	<b>UNBUNDLED LOOP COMBINATIONS</b>								
<b>P.1</b>	<b>2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES, BUS, COIN, CENTREX, PBX)</b>								
P.1.RESBUS	2-Wire VG Loop/Port Combo (Res, Bus, Coin) - Switch as is	1	\$15.55		\$ .1964	\$ .1964			
		2	\$21.71		\$ .1964	\$ .1964			
		3	\$33.26		\$ .1964	\$ .1964			
P.1.PBX	2-Wire VG Loop/Port Combo (PBX) - Switch as is	1	\$15.55		\$15.82	\$3.80			
		2	\$21.71		\$15.82	\$3.80			
		3	\$33.26		\$15.82	\$3.80			
P.1.CENTREX	2-Wire VG Loop/Port Combo (Centrex) - Switch as is	1	\$15.55		\$75.72	\$33.37			
		2	\$21.71		\$75.72	\$33.37			
		3	\$33.26		\$75.72	\$33.37			
P.1.17	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group				\$14.64				
<b>P.3</b>	<b>2-WIRE VOICE GRADE LOOP WITH 2-WIRE DID TRUNK PORT</b>								
P.3	2-Wire VG Loop/2-Wire DID Trunk Port - Switch as is	1	\$28.72		\$14.62	\$3.73			
		2	\$34.91		\$14.62	\$3.73			
		3	\$45.90		\$14.62	\$3.73			
P.3.7	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk				\$53.58				
<b>P.4</b>	<b>2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT</b>								
P.4	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - Switch as is	1	\$35.40		\$77.04	\$54.04			
		2	\$44.10		\$77.04	\$54.04			
		3	\$55.35		\$77.04	\$54.04			
<b>P.5</b>	<b>4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT</b>								
P.5	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - Switch as is	1	\$219.25		\$238.22	\$157.17			
		2	\$248.36		\$238.22	\$157.17			
		3	\$299.47		\$238.22	\$157.17			
P.5.5	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Subsequent Channel Activation - Per Channel				\$29.06				
P.5.6	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Subsequent Inward/2-Way Telephone Numbers				\$ .9804				
P.5.7	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Subsequent Outward Telephone Numbers				\$23.02				

Note: Nonrecurring cost on Initial and Subsequent basis rather than First and Additional indicated by \* after cost element description (#343239)

**Kentucky Price List**

BellSouth Telecommunications, Inc.  
 KPSC Admin. Case No. 2001-105  
 SGAT Attachment A  
 May 18, 2001

Cost Ref. No.	Description	Zone	Recurring	I N S T A L L A T I O N			D I S C O N N E C T		
				Non Recurring	Nonrecurring		Non Recurring	Nonrecurring	
					First	Additional		First	Additional
P.5.8	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Subsequent Inward Telephone Numbers			\$46.05					

Note: Nonrecurring cost on Initial and Subsequent basis rather than First and Additional indicated by \* after cost element description (#343239)

Kentucky Price List

BellSouth Telecommunications, Inc.  
 KPSC Admin. Case No. 2001-105  
 SGAT Attachment A  
 May 18, 2001

Cost Ref. No.	Description	Zone	Recurring	INSTALLATION			DISCONNECT		
				Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional
<b>P.6</b>	<b>EXTENDED 2-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT</b>								
P.6-1	First 2W VG in DS1 - Switch as is	1	\$255.58		\$11.19	\$11.19		\$13.91	\$13.91
		2	\$261.76		\$11.19	\$11.19		\$13.91	\$13.91
		3	\$272.76		\$11.19	\$11.19		\$13.91	\$13.91
P.6-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		\$2407						
P.6-3	Additional 2W VG in same DS1	1	\$18.54						
		2	\$24.73						
		3	\$35.73						
<b>P.7</b>	<b>EXTENDED 4-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT</b>								
P.7-1	First 4W VG in DS1 - Switch as is	1	\$276.45		\$11.19	\$11.19		\$13.91	\$13.91
		2	\$281.33		\$11.19	\$11.19		\$13.91	\$13.91
		3	\$272.02		\$11.19	\$11.19		\$13.91	\$13.91
	P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				\$11.19	\$11.19		\$13.91	\$13.91
P.7-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		\$2407						
P.7-3	Additional 4W VG in same DS1	1	\$39.42						
		2	\$44.29						
		3	\$34.99						
<b>P.8</b>	<b>EXTENDED 4-WIRE 56 OR 64 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT</b>								
P.8-1	First 4W 56 / 64 in DS1 - Switch as is	1	\$274.58		\$11.19	\$11.19		\$13.91	\$13.91
		2	\$278.99		\$11.19	\$11.19		\$13.91	\$13.91
		3	\$276.57		\$11.19	\$11.19		\$13.91	\$13.91
P.8-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		\$2407						
P.8-3	Additional 4W 56 / 64 in same DS1	1	\$37.55						
		2	\$41.95						
		3	\$39.53						
<b>P.11</b>	<b>EXTENDED 4-WIRE DS1 DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT</b>								
P.11-1	Fixed - Switch as is	1	\$203.42		\$11.19	\$11.19		\$13.91	\$13.91
		2	\$232.53		\$11.19	\$11.19		\$13.91	\$13.91
		3	\$283.64		\$11.19	\$11.19		\$13.91	\$13.91
P.11-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		\$2407						
<b>P.13</b>	<b>EXTENDED 4-WIRE DS1 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT</b>								
P.13-1	First DS1 in DS3 - Switch as is	1	\$1,506.91		\$11.19	\$11.19		\$13.91	\$13.91
		2	\$1,536.02		\$11.19	\$11.19		\$13.91	\$13.91
		3	\$1,587.13		\$11.19	\$11.19		\$13.91	\$13.91
P.13-2	D.6.1 Interoffice Transport - Dedicated - DS3 - Per Mile		\$5.10						
P.13-3	Additional DS1 in same DS3	1	\$120.57						
		2	\$149.68						
		3	\$200.79						

Note: Nonrecurring cost on Initial and Subsequent basis rather than First and Additional indicated by \* after cost element description (#343239)

Kentucky Price List

BellSouth Telecommunications, Inc.  
 KPSC Admin. Case No. 2001-105  
 SGAT Attachment A  
 May 18, 2001

Cost Ref. No.	Description	Zone	Recurring	INSTALLATION			DISCONNECT		
				Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional
<b>P.15</b>	<b>4-WIRE DS1 DIGITAL LOOP WITH DDITS PORT</b>								
P.15	4-Wire DS1 Digital Loop with DDITS Port - Switch as is	1	\$189.32		\$259.07	\$134.08			
		2	\$218.43		\$259.07	\$134.08			
		3	\$269.54		\$259.07	\$134.08			
P.15.5	4-Wire DS1 Digital Loop / DDITS Trunk Port Combination -Subsequent Channel Activation - Per Channel			\$28.96					
<b>P.16</b>	<b>2-WIRE LOOP/ 2 WIRE VOICE GRADE IO TRANSPORT/ 2 WIRE PORT</b>								
P.16-1	Fixed - Switch as is	1	\$48.95		\$16.97	\$3.73			
		2	\$55.14		\$16.97	\$3.73			
		3	\$66.13		\$16.97	\$3.73			
P.16-2	D.2.1 Interoffice Transport - Dedicated - 2-Wire Voice Grade - Per Mile		\$0.118						
<b>P.17</b>	<b>Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination</b>								
P.17.1	Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-is				\$11.19	\$11.19	\$13.91	\$13.91	
<b>P.23</b>	<b>EXTENDED 2-WIRE VOICE GRADE LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT</b>								
P.23-1	Fixed - Switch as is	1	\$47.29		\$11.19	\$11.19	\$13.91	\$13.91	
		2	\$53.48		\$11.19	\$11.19	\$13.91	\$13.91	
		3	\$64.47		\$11.19	\$11.19	\$13.91	\$13.91	
P.23-2	D.2.1 Interoffice Transport - Dedicated - 2-Wire Voice Grade - Per Mile		\$0.118						
<b>P.24</b>	<b>EXTENDED 4-WIRE VOICE GRADE LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT</b>								
P.24-1	Fixed - Switch as is	1	\$64.87		\$11.19	\$11.19	\$13.91	\$13.91	
		2	\$69.74		\$11.19	\$11.19	\$13.91	\$13.91	
		3	\$60.44		\$11.19	\$11.19	\$13.91	\$13.91	
P.24-2	D.12.1 Interoffice Transport - Dedicated - 4-Wire Voice Grade - Per Mile		\$0.118						
<b>P.25</b>	<b>EXTENDED DS3 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT</b>								
P.25-1	Fixed		\$1,571.25		\$11.19	\$11.19	\$13.91	\$13.91	
P.25-2	D.6.1 Interoffice Transport - Dedicated - DS3 - Per Mile		\$5.10						
P.25-3	A.16.2 High Capacity Unbundled Local Loop - DS3 - Per Mile		\$11.53						
<b>P.26</b>	<b>EXTENDED STS1 DIGITAL LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT</b>								
P.26-1	Fixed - Switch as is		\$1,560.29		\$11.19	\$11.19	\$13.91	\$13.91	
P.26-2	D.10.1 Interoffice Transport - Dedicated - STS-1 - Per Mile		\$5.10						
P.26-3	A.16.16 High Capacity Unbundled Local Loop - STS-1 - Per Mile		\$11.53						
<b>P.50</b>	<b>4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT</b>								
P.50.VG-1	First Voice Grade in DS1	1	\$245.45		\$301.05	\$16.72			
		2	\$274.56		\$301.05	\$16.72			
		3	\$325.67		\$301.05	\$16.72			
P.50.VG-2	Additional Voice Grade in same DS1		\$2.43						
P.50.DID-1	First 2-Wire DID in DS1 - Switch as is	1	\$254.76		\$301.05	\$16.72			
		2	\$283.87		\$301.05	\$16.72			
		3	\$334.98		\$301.05	\$16.72			

Note: Nonrecurring cost on Initial and Subsequent basis rather than First and Additional indicated by \* after cost element description (#343239)

**Kentucky Price List**

BellSouth Telecommunications, Inc.  
 KPSC Admin. Case No. 2001-105  
 SGAT Attachment A  
 May 18, 2001

Cost Ref. No.	Description	Zone	Recurring	I N S T A L L A T I O N			D I S C O N N E C T		
				Non Recurring	Nonrecurring		Non Recurring	Nonrecurring	
					First	Additional		First	Additional

Note: Nonrecurring cost on Initial and Subsequent basis rather than First and Additional indicated by \* after cost element description  
 (#343239)

Kentucky Price List

BellSouth Telecommunications, Inc.  
 KPSC Admin. Case No. 2001-105  
 SGAT Attachment A  
 May 18, 2001

Cost Ref. No.	Description	Zone	Recurring	INSTALLATION			DISCONNECT		
				Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional
P.50.DID-2	Additional 2-Wire DID in same DS1		\$11.74						
P.50.ISDN-1	First ISDN in DS1 - Switch as is	1	\$261.55		\$301.05	\$16.72			
		2	\$290.66		\$301.05	\$16.72			
		3	\$341.77		\$301.05	\$16.72			
P.50.ISDN-2	Additional ISDN in same DS1		\$18.52						
P.50.4	4-Wire DS1 Loop/Channelization Port Combination - Subsequent Activity - Add Lines - Per Line			\$109.13					
P.50.5	4-Wire DS1 Loop/Channelization Port Combination - Subsequent Activity - Add Trunks - Per Trunk			\$154.11					
<b>P.51</b>	<b>EXTENDED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPORT</b>								
P.51-1	First 2-Wire ISDN in DS1 - Switch as is	1	\$266.26		\$11.19	\$11.19	\$13.91	\$13.91	
		2	\$275.36		\$11.19	\$11.19	\$13.91	\$13.91	
		3	\$286.10		\$11.19	\$11.19	\$13.91	\$13.91	
P.51-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		\$2407						
P.51-3	Additional 2-wire ISDN in same DS1	1	\$29.23						
		2	\$38.33						
		3	\$49.07						
<b>P.52</b>	<b>EXTENDED 4-WIRE DS1 DIGITAL LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT</b>								
P.52-1	First in DS1 in STS1 - Switch as is	1	\$1,480.92		\$11.19	\$11.19	\$13.91	\$13.91	
		2	\$1,510.03		\$11.19	\$11.19	\$13.91	\$13.91	
		3	\$1,561.14		\$11.19	\$11.19	\$13.91	\$13.91	
P.52-2	D.10.1 Interoffice Transport - Dedicated - STS-1 - Per Mile		\$5.10						
P.52-3	Additional DS1 in same STS1	1	\$120.57						
		2	\$149.68						
		3	\$200.79						
<b>P.53</b>	<b>EXTENDED 2-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX</b>								
P.53-1	First 2-Wire VG in First DS1 in DS3 - Switch as is	1	\$464.92		\$11.19	\$11.19	\$13.91	\$13.91	
		2	\$471.11		\$11.19	\$11.19	\$13.91	\$13.91	
		3	\$482.10		\$11.19	\$11.19	\$13.91	\$13.91	
P.53-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		\$2407						
P.53-3	Additional 2-Wire VG in same DS1	1	\$18.54						
		2	\$24.73						
		3	\$35.73						
P.53-4	Additional DS1 in same DS3		\$251.56						

Note: Nonrecurring cost on Initial and Subsequent basis rather than First and Additional indicated by \* after cost element description (#343239)

Kentucky Price List

BellSouth Telecommunications, Inc.  
 KPSC Admin. Case No. 2001-105  
 SGAT Attachment A  
 May 18, 2001

Cost Ref. No.	Description	Zone	Recurring	INSTALLATION			DISCONNECT		
				Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional
<b>P.54</b>	<b>EXTENDED 4-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX</b>								
P.54-1	First 4-Wire VG in First DS1 in DS3 - Switch as is	1	\$485.79		\$11.19	\$11.19		\$13.91	\$13.91
		2	\$490.67		\$11.19	\$11.19		\$13.91	\$13.91
		3	\$481.36		\$11.19	\$11.19		\$13.91	\$13.91
P.54-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		\$2407						
P.54-3	Additional 4-Wire VG in same DS1	1	\$39.42						
		2	\$44.29						
		3	\$34.99						
P.54-4	Additional DS1 in same DS3		\$251.56						
<b>P.55</b>	<b>EXTENDED 4-WIRE 56 OR 64 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX</b>								
P.55-1	First 4-Wire in First DS1 in DS3 - Switch as is	1	\$483.93						
		2	\$488.33						
		3	\$485.91						
P.55-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		\$2407						
P.55-3	Additional 4-Wire in same DS1	1	\$37.55						
		2	\$41.95						
		3	\$39.53						
P.55-4	Additional DS1 in same DS3		\$251.56						
<b>P.56</b>	<b>EXTENDED LOOP 2-WIRE ISDN WITH DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX</b>								
P.56-1	First 2-Wire in First DS1 in DS3	1	\$475.61		\$11.19	\$11.19		\$13.91	\$13.91
		2	\$484.71		\$11.19	\$11.19		\$13.91	\$13.91
		3	\$495.44		\$11.19	\$11.19		\$13.91	\$13.91
P.56-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		\$2407						
P.56-3	Additional 2-Wire in same DS1	1	\$29.23						
		2	\$38.33						
		3	\$49.07						
P.56-4	Additional DS1 in same DS3		\$251.56						
<b>P.57</b>	<b>EXTENDED 4-WIRE DS1 DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX</b>								
P.57-1	First 4-Wire DS1 in DS3 - Switch as is	1	\$412.76		\$11.19	\$11.19		\$13.91	\$13.91
		2	\$441.87		\$11.19	\$11.19		\$13.91	\$13.91
		3	\$492.98		\$11.19	\$11.19		\$13.91	\$13.91
P.57-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		\$2407						
P.57-3	Additional 4-Wire DS1 in same DS3	1	\$217.94						
		2	\$247.06						
		3	\$298.17						
<b>P.58</b>	<b>EXTENDED 4-WIRE 56 OR 64 KBPS DIGITAL LOOP WITH DS0 INTEROFFICE TRANSPORT</b>								
P.58-1	Fixed - Switch as is	1	\$57.18		\$11.19	\$11.19		\$13.91	\$13.91
		2	\$61.58		\$11.19	\$11.19		\$13.91	\$13.91
		3	\$59.17		\$11.19	\$11.19		\$13.91	\$13.91
P.58-2	D.3.1 Interoffice Transport - Dedicated - DS0 - Per Mile		\$0.118						

Note: Nonrecurring cost on Initial and Subsequent basis rather than First and Additional indicated by \* after cost element description (#343239)

### **BONA FIDE REQUEST PROCESS**

- 1.0 Bona Fide Requests are to be used when a CLEC requests a change to any Services and Elements, including any new features, capabilities or functionalities.
- 1.1 A Bona Fide Request shall be submitted in writing by a CLEC and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include a CLEC's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.
- 1.2 Although not expected to do so, a CLEC may cancel, without penalty, a Bona Fide Request in writing within three business days of the request. BellSouth will then cease analysis of the request.
- 1.3 Within two (2) business days of its receipt, BellSouth shall acknowledge in writing, the receipt of the Bona Fide Request and identify a single point of contact and any additional information needed to process the request.
- 1.4 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Bona Fide Request, BellSouth shall provide to a CLEC a preliminary analysis of the Bona Fide Request. The preliminary analysis will include BellSouth's proposed price (plus or minus 25 percent) and state whether BellSouth can meet a CLEC's requirements, the requested availability date, or, if BellSouth cannot meet such date, provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet a CLEC's requested availability date. BellSouth also shall indicate in this analysis its agreement or disagreement with a CLEC's designation of the request as being pursuant to the Act or pursuant to the needs of the business. In no event shall any such disagreement delay BellSouth's processing of the request. If BellSouth determines that it is not able to provide a CLEC with a preliminary analysis with thirty (30) days of BellSouth's receipt of a Bona Fide Need request, BellSouth will inform a CLEC as soon as practicable. A CLEC and BellSouth will then determine a mutually agreeable date for receipt of the preliminary analysis.
- 1.5 As soon as possible, but in not event more than ninety (90) days after receipt of the request, BellSouth shall provide a CLEC with a firm Bona Fide Request quote which will include, at a minimum, the firm availability



date, the applicable rates and the installation intervals, and a binding price quote.

- 1.6 Unless a CLEC agrees otherwise, all proposed prices shall be in accordance with the pricing principles of the Act, and any applicable FCC and Commission rules and regulations.
- 1.7 Within thirty (30) days after receiving the firm Bona Fide Request quote from BellSouth, a CLEC will notify BellSouth in writing of its acceptance or rejection of BellSouth's proposal.

## TABLE OF CONTENTS

1. INTRODUCTION .....	2
2. UNBUNDLED LOOPS, INTEGRATED DIGITAL LOOP CARRIERS, NETWORK INTERFACE DEVICES, UNBUNDLED LOOP CONCENTRATION (ULC) SYSTEM, SUB-LOOPS.....	2
3. LOCAL SWITCHING .....	21
4. COMBINATIONS (SWITCHED) .....	27
5. OPERATOR SYSTEMS .....	29
6. COMMON TRANSPORT .....	32
7. DEDICATED TRANSPORT.....	35
8. COMBINATIONS (NON-SWITCHED).....	38
9. SIGNALING LINK TRANSPORT .....	40
10. SIGNALING TRANSFER POINTS (STPS) .....	42
11. SERVICE CONTROL POINTS/DATABASES .....	48
12. TANDEM SWITCHING.....	53
13. DARK FIBER .....	55
14. ADDITIONAL REQUIREMENTS .....	56

## **SERVICE DESCRIPTION: UNBUNDLED NETWORK ELEMENTS**

### **1.0 Introduction**

This Attachment sets forth the descriptions and requirements for unbundled network elements that BellSouth agrees to offer pursuant to the Generally Available Terms and Conditions.

### **2.0 Unbundled Loops, Integrated Digital Loop Carriers, Network Interfaces Device, Unbundled Loop Concentration (ULC) System, Sub loops**

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

### **2.1 Unbundled Loops**

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

2.1.1.1 The local loop Network Element ("Loop") is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at an end-user customer premises, including inside wire owned by BellSouth. The local loop Network Element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and line conditioning.

2.1.1.2 The provisioning of a Loop to the CLEC's collocation space 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. These cross-connects are separate components, that are not considered a part of the Loop, and thus, have a separate charge.

2.1.1.3 To the extent available within BellSouth's network at a particular location, BellSouth will offer Loops capable of supporting telecommunications services. If a requested loop type is not available, and cannot be made available through BellSouth's Unbundled Loop Modification process, then the CLEC can use the Special Construction process to request that BellSouth place facilities in order respond to the request for Special Construction. The Loop intervals shall not apply to such a request.

2.1.1.4 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>. For orders of 14 or more Loops, the installation and any applicable Order Coordination as

described below will be handled on a project basis, and the intervals will be set by the BellSouth project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the Order to determine if facilities are available, the interval for the SI process is separate from the installation interval.

- 2.1.1.5 If the CLEC cancels an order for Network Elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5. If the CLEC modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by the CLEC.
- 2.1.1.6 The Loop shall be provided to the CLEC in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.
- 2.1.1.7 The CLEC may utilize the unbundled Loops to provide any telecommunications service it wishes, so long as such services are consistent with industry standards and BellSouth's TR73600.
- 2.1.1.8 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered. In those cases where the CLEC has requested that BellSouth modify a Loop so that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting Loop will be maintained as an unbundled copper Loop (UCL), and the CLEC shall pay the recurring and non-recurring charges for a UCL. For non-service specific loops (e.g. UCL, Loops modified by the CLEC using the Unbundled Loop Modification (ULM) process), BellSouth will only support that the Loop has copper continuity and balanced tip-and-ring.
- 2.1.1.9 The CLEC will be responsible for testing and isolating troubles on the Loops. Once the CLEC has isolated a trouble to the BellSouth provided Loop, and had issued a trouble report 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 end users.
- 2.2.2 Order Coordination and Order Coordination-Time Specific
  - 2.2.2.1 "Order Coordination" (OC) allows BellSouth and the CLEC to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to the CLEC's facilities to limit end user service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the end user. OC for physical conversions will be scheduled at

BellSouth's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.

2.2.2.2 "Order Coordination – Time Specific" (OC-TS) allows the CLEC to order a specific time for OC to take place. BellSouth will make every effort to accommodate the CLEC's specific conversion time request. However, BellSouth reserves the right to negotiate with the CLEC a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and Universal Digital Channel (UDC), and is billed in addition to the OC charge. The CLEC may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If the CLEC 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 based on the amount of overtime worked and in accordance with the rates established in the E Access Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

	<b>Order Coordination (OC)</b>	<b>Order Coordination – Time Specific (OC-TS)</b>	<b>Test Points</b>	<b>DLR</b>	<b>Charge for Dispatch and Testing if No Trouble Found</b>
<b>SL-1</b>	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
<b>UCL-ND</b>	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
<b>SL-2</b>	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office
<b>Unbundled Digital Loop</b>	Included	Chargeable Option (except on Universal Digital Channel)	Included (where appropriate)	Included	Charged for Dispatch outside Central Office

	<b>Order Coordination (OC)</b>	<b>Order Coordination – Time Specific (OC-TS)</b>	<b>Test Points</b>	<b>DLR</b>	<b>Charge for Dispatch and Testing if No Trouble Found</b>
<b>Unbundled Copper Loop</b>	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UVL-SL1 and UCLs, the CLEC must order and will be billed for both OC and OC-TS if requesting OC-TS.					

**2.2.2.3 Cancellation Charges.** If the CLEC cancels an order for network elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.

**2.2.2.4 Expedite Charges.** For expedited requests by the CLEC, expedited charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in BellSouth’s FCC No. 1 Tariff, Section 5, will apply.

**2.2.2.5** If the CLEC modifies an order (Order Modification Charge (OMC)) after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by the CLEC in accordance with FCC No. 1 Tariff, Section 5.

**2.3 Unbundled Voice Loops (UVLs)**

**2.3.1** BellSouth shall make available the following UVLs:

**2.3.1.1** 2-wire Analog Voice Grade Loop – SL1

**2.3.1.2** 2-wire Analog Voice Grade Loop – SL2

**2.3.1.3** 4-wire Analog Voice Grade Loop

**2.3.2** Unbundled Voice Loops (UVL) may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber or a combination of any of these facilities. BellSouth, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change may occur at any time. In these situations, BellSouth will only ensure that the newly provided facility will support voice grade services. BellSouth will not guarantee that the CLEC will be able to continue to

provide any advanced services over the new facility. BellSouth will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

**2.3.3 Unbundled Voice Loop - SL1** (UVL-SL1) loops are 2-wire loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 loops when reuse of existing facilities has been requested by the CLEC. The CLEC may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as chargeable option. The EI document provides loop make up information which is similar to the information normally provided in a Design Layout Record. Upon issuance of a non-coordinated 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.

**2.3.4 Unbundled Voice Loop – SL2** (UVL-SL2) loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a design layout record provided to the CLEC. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 loops. The OC feature will allow the CLEC 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.

## **2.4 Unbundled Digital Loops**

2.4.1 BellSouth will also offer Unbundled Digital Loops (UDL). UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a Design Layout Record (DLR). The various UDLs are intended to support a specific digital transmission scheme or service.

2.4.2 BellSouth shall make available the following UDLs:

2.4.2.1 2-wire Unbundled ISDN Digital Loop

2.4.2.2 2-wire Universal Digital Channel (IDSL Compatible)

2.4.2.3 2-wire Unbundled ADSL Compatible Loop

2.4.2.4 2-wire Unbundled HDSL Compatible Loop

2.4.2.5 4-wire Unbundled HDSL Compatible Loop

2.4.2.6 4-wire Unbundled DS1 Digital Loop

2.4.2.7 4-wire Unbundled Digital Loop/DS0 - 56 kbps, 64 kbps

2.4.2.8 DS3 Loop

2.4.2.9 STS-1 Loop

2.4.2.10 OC3 Loop

2.4.2.11 OC12 Loop

2.4.2.12 OC48 Loop

**2.4.3 2-Wire Unbundled ISDN-Compatible Loop.** This loop will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR. The CLEC will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.

**2.4.3.1 2 Wire Universal Digital Channel (UDC)/IDSL compatible loop.** Due to technical limitations associated with certain Digital Loop Carrier (DLC) systems, some ISDN-compatible loops that are provisioned using DLC systems may not support IDSL (Integrated Digital Subscriber Line) service. BellSouth will not reconfigure its ISDN-capable loop to support IDSL service.

2.4.3.2 The IDSL-compatible loop (also known as Universal Digital Channel (UDC)) is intended to be compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable loop. These specifications are listed in BellSouth's TR73600.

2.4.3.3 The IDSL-compatible loop may be provisioned on copper or through a Digital Loop Carrier (DLC) system. When IDSL-capable Loops are provisioned using a DLC system, the Loops will be provisioned on time slots that are compatible with data-only services such as IDSL.

2.4.4 2 or 4 Wire Unbundled HDSL-Compatible Loop. This is a designed loop that is provisioned according to Carrier Serving Area (CSA) criteria and may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, Order Coordination, and a DLR.

2.4.5 2 Wire Unbundled ADSL-Compatible Loop. This is a designed loop that is provisioned according to Revised Resistance Design (RRD) criteria and



may be up to 18kft long and may have up to 6kft of bridged tap (inclusive of loop length). This 2-wire circuit comes standard with a test point, Order Coordination, and a DLR

2.4.6 4 Wire Unbundled DS1 Digital Loop. This is a designed 4-wire loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR.

2.4.7 4 Wire Unbundled Digital Loop/DS0. These are designed 4-wire loops that may be configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, Order Coordination, and a DLR.

2.4.8 High Capacity Loops BellSouth also offers high capacity loops including DS3, STS-1, OC3, OC12 and OC48. These are designed loops that are provisioned according to industry standards and come standard with test point, Order Coordination and a DLR.

## **2.5 Unbundled Copper Loops (UCL)**

2.6 BellSouth shall make available Unbundled Copper Loops (UCLs). The UCL is a copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two types – Short and Long.

2.6.1 BellSouth will make available the following UCL-Ds:

2.6.1.1 2-Wire UCL-D/short

2.6.1.2 2-Wire UCL-D/long

2.6.1.3 4-Wire UCL-D/short

2.6.1.4 4-Wire UCL-D/long

### **2.6.2 Unbundled Copper Loop – Designed (UCL-D)**

2.6.2.1 The UCL-D will be provisioned as a dry 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-D will be offered in two versions - Short and Long. A short UCL (18,000 feet or less) is provisioned according to Resistance Design parameters, may

have up to 6,000 feet of bridged tap and will have up to 1300 ohms of resistance.

2.6.2.2 The long UCL-D (beyond 18,000 feet) is provisioned as a dry copper twisted pair longer than 18,000 feet and may have up to 12,000 feet of bridged tap and up to 2800 ohms of resistance.

2.6.2.3 The UCL-D is a designed circuit, is provisioned with a test point and comes standard with a DLR. OC is required on UCLs where a reuse of existing facilities has been requested by the CLEC.

### **2.6.3 Unbundled Copper Loop – Non-Designed (UCL-ND)**

2.6.3.1 The UCL-ND will be provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines ("DAMLs"), and may have up to 6,000 feet of bridged tap between the end user's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For loops less than 18,000 feet and with less than 1300 Ohms resistance, the loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a design layout record or a test point.

2.6.3.2 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Make Up process is not required to order and provision the UCL-ND. However, the CLEC can request Loop Make Up for which additional charges would apply.

2.6.3.3 At an additional charge, BellSouth also will make available Loop Testing so that the CLEC may request further testing on the UCL-ND

2.6.3.4 UCL-ND loops are not intended to support any particular service and may be utilized by the CLEC to provide a wide-range of telecommunications services so long as those services do not adversely affect BST's network. The UCL-ND will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the loop to the customer's inside wire.

2.6.3.5 Order Coordination (OC) will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of

BST facilities. Order Coordination -Time Specific (OC-TS) does not apply to this product.

- 2.6.3.6 The CLEC may use BST's Unbundled Loop Modification (ULM) offering to remove bridge tap and/or load coils from any loop within the BST network. Therefore, some loops that would not qualify as UCL-ND could be transformed into loops that do qualify, using the ULM process.

## **2.7 Loop Testing/Trouble Reporting**

- 2.7.1 The CLEC will be responsible for testing and isolating troubles on the loops. Once the CLEC has isolated a trouble to the BellSouth provided loop, the CLEC 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.
- 2.7.2 If the CLEC reports a trouble on a non-designed loop (e.g., UVL-SL1, UCL-ND, etc.) and no trouble actually exists, BellSouth will charge the CLEC for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.7.3 The CLEC must test and isolate trouble to the BellSouth portion of a designed unbundled loop (e.g., UVL-SL2, UCL-D, etc.) before reporting repair to the UNE Center. At the time of the trouble report, the CLEC will be required to provide the results of the CLEC test which indicate a problem on the BellSouth provided loop. If the CLEC reports a trouble on a designed loop and no trouble actually exists, BellSouth will charge the CLEC for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.7.4 Services provided over unbundled loops by the CLEC will be consistent with industry standards and BellSouth's TR73600 for the loop type ordered. The CLEC may utilize the unbundled loops to provide any telecommunication service it wishes. However, BellSouth will only provision, maintain and repair the loops to the standards that are consistent with the type of loop ordered. For example, if the CLEC orders an ISDN-capable loop but wants to use the loop for a service other than ISDN, BellSouth will only support that the loop is capable of providing ISDN service. For non-service specific loops (e.g. UCL, loops modified by the CLEC using the Special Construction process), BellSouth will only support that the loop has copper continuity and balanced tip-and-ring.

## **2.8 Unbundled Loop Modifications (Line Conditioning)**

- 2.8.1 BellSouth shall condition Loops, as requested by the CLEC, whether BellSouth offers advanced services to the End User on that Loop.
- 2.8.2 In some instances, the CLEC will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that the CLEC can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. The CLEC will determine the type of service that will be provided over the loop. BellSouth's Unbundled Loop Modifications (ULM) process will be used to determine the costs and feasibility of conditioning the loops as requested. Rates for ULM are as set forth in Exhibit C of this Attachment 2.
- 2.8.3 Loop conditioning is defined as the removal from the Loop of any devices that may diminish the capability of the Loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, load coils, bridge taps, low pass filters, and range extenders.
- 2.8.4 In those cases where the CLEC has requested that BellSouth modify a loop so that it no longer meets the technical parameters of the original loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting modified loop will be ordered and maintained as a UCL.
- 2.8.5 The Unbundled Loop Modifications (ULM) offering provides the following elements: 1) removal of devices on 2-wire or 4-wire Loops equal to or less than 18,000 feet; 2) removal of devices on 2-wire or 4-wire Loops longer than 18,000 feet; and 3) removal of bridged-taps on loops of any length.
- 2.8.6 The CLEC shall request Loop make up information at rates contained in Attachment A prior to submitting a service inquiry and/or a LSR for the Loop type that the CLEC desires BellSouth to condition.
- 2.8.7 BellSouth shall recover the cost of line conditioning requested by the CLEC through the rates contained in Attachment A.
- 2.9 Loop Provisioning Involving Integrated Digital Loop Carriers**
- 2.9.1 Where the CLEC has requested an Unbundled Loop and BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local service to the end user and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to the CLEC. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will make alternative arrangements available to the CLEC (e.g. hairpinning).
- 2.9.2 BellSouth will select one of the following arrangements:

1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.
2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
3. If capacity exists, provide "side-door" porting through the switch.
4. If capacity exists, provide "DACS-door" porting (if the IDLC routes through a DACS prior to integration into the switch).

2.9.3 Arrangements 3 and 4 above require the use of a designed circuit. Therefore, non-designed loops such as the SL1 voice grade and UCL-ND may not be ordered in these cases.

2.9.4 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. The CLEC will then have the option of paying the one-time SC rates to place the loop.

## **2.10 Network Interface Device (NID)**

### **2.10.1 Definition**

2.10.1.1 The NID is defined as any means of interconnection of end-user customer premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The 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 premises. The NID features two independent chambers or divisions that separate the service provider's network from the end user's customer-premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the end user each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

2.10.1.2 BellSouth shall permit the CLEC to connect the CLEC's loop facilities the end-user's customer-premises wiring through the BellSouth NID or at any other technically feasible point.

### **2.10.2 Access to NID**

2.10.2.1 The CLEC may access the end user's customer-premises wiring by any of the following means:

2.10.2.1.1 1) BellSouth shall allow the CLEC to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premises. The CLEC shall not disturb

the existing form of electrical protection and shall maintain the physical integrity of the NID;

- 2.10.2.1.2 2) Where an adequate length of the end user's customer premises wiring is present and environmental conditions permit, either Party may remove the customer premises wiring from the other Party's NID and connect such wiring to that Party's own NID;
- 2.10.2.1.3 3) Enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a connect divisioned or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or
- 2.10.2.1.4 4) Request BellSouth to make other rearrangements to the end user customer premises wiring terminations or terminal enclosure on a time and materials cost basis.
- 2.10.2.2 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be the CLEC's responsibility to ensure there is no safety hazard and will hold BellSouth harmless for any liability associated with the removal of the BellSouth loop from the BellSouth NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored.
- 2.10.2.3 In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.
- 2.10.2.4 In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.
- 2.10.3 Technical Requirements
- 2.10.3.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.

2.10.3.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the end user's customer premises and the Distribution Media and/or cross connect to the CLEC's NID.

2.10.3.3 Existing BellSouth NIDs will be provided in "as is" condition. The CLEC may request BellSouth do additional work to the NID on a time and material basis. When the CLEC deploys its own local loops with respect to multiple-line termination devices, the CLEC shall specify the quantity of NIDs connections that it requires within such device.

## **2.11 Sub-loop Elements**

2.11.1 Where facilities permit, BellSouth shall offer access to its Unbundled Sub Loop (USL) and Unbundled Sub-loop Concentration (USLC) System.

### **2.11.2 Unbundled Sub-Loop Distribution**

2.11.2.1 The unbundled sub-loop distribution facility is dedicated transmission facility that BellSouth provides from an end user's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The unbundled sub-loop distribution media is a copper twisted pair that can be provisioned as a 2 Wire or 4 Wire facility. BellSouth will make the following available sub-loop distribution offerings where facilities permit:

Unbundled Sub-Loop Distribution – Voice Grade

Unbundled Copper Sub-Loop

Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (aka riser cable)

**2.11.2.2 Unbundled Sub-Loop Distribution – Voice Grade (USLD-VG)** is a sub-loop facility from the cross-box in the field up to and including the point of demarcation, at the end user's premises and may have load coils. USLD-VG facilities were originally built as part of the entire voice grade loop from the BellSouth central office to the customer network interface. Therefore, the USLD-VG may have load coils, which are necessary for transmission of voice grade services.

**2.11.2.3 Unbundled Copper Sub-Loop (UCSL)** is a non-loaded copper facility of any length provided from the cross-box in the field up to and including the end-user's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the end-user and the cross-box.

2.11.2.4 If the CLEC requests a UCSL and it is not available, the CLEC may request the Sub-Loop facility be modified pursuant to the ULM process

request to remove load coils and/or bridged taps. If load coils and/or bridged taps are removed, the facility will be classified as a UCSL.

- 2.11.2.5 Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (USLD-INC)** is the distribution facility inside a building or between buildings on the same continuous property and is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation, at the end user's premises. BellSouth will install a cross connect panel in the building equipment room for the purpose of accessing USLD-INC pairs. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25-pair increments for the CLEC's use on this cross-connect panel. The CLEC will be responsible for connecting its facilities to the 25-pair cross-connect block(s).
- 2.11.2.6 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. For access to Voice Grade USL-D and UCSL, the CLEC shall deliver a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in this Agreement. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. The CLEC's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.
- 2.11.2.7 Through the Service Inquiry (SI) process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by the CLEC is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet the CLEC's request, then BellSouth will perform the set-up as described in the section that follows. 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 the section that follows) to accommodate the CLEC's request for Unbundled Sub-Loops, the CLEC may request BellSouth's Special Construction (SC) process to determine additional costs required to provision the Unbundled Sub-Loops. The CLEC will have the option to proceed under the SC process to modify the BellSouth facilities.
- 2.11.2.8 Set-up must be completed before the CLEC can order sub-loop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice the CLEC's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect



panel and the connecting block(s) that will be used to provide access to the requested USLs.

2.11.2.9 Once the set-up is complete, the CLEC will request sub-loop pairs through submission of a Local Service Request (LSR) form to the Local Carrier Service Center (LCSC). Order Coordination is required with USL pair provisioning when the CLEC requests reuse of an existing facility and is in addition to the USL pair rate. For expedite requests by the CLEC for sub-loop pairs, expedite charges will apply for intervals less than 5 days.

2.11.2.10 Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.

### **2.11.3 Unbundled Network Terminating Wire (UNTW)**

#### 2.11.3.1 Service Description

2.11.3.1.1 Unbundled Network Terminating Wire (UNTW) is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual customer's point of demarcation. It is the final portion of the Loop, which, in multi-subscriber configurations, represents the point at which, the network branches out to serve individual subscribers.

#### 2.11.3.2 Basic Service Features

2.11.3.2.1 This element will be provided in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where BellSouth owns wiring all the way to the end-users premises. BellSouth will not provide this element in those locations where the property owner provides its own wiring to the end-user's premises, where a third party owns the wiring to the end-user's premises or where the property owner will not allow BellSouth to place its facilities to the end user.

#### 2.11.3.3 Requirements

2.11.3.3.1 On a multi-unit premises, upon request of the other Party ("Requesting Party"), the Party owning the network terminating wire will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

2.11.3.4 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

2.11.3.5 Upon receipt of the UNTW Service Inquiry (SI) requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives

of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each Provisioning Party's Garden Terminal or inside each Wiring Closet. Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the end user has requested a change in its local service provider to the Requesting Party. Prior to connecting Requesting Party's service on a pair previously used by Provisioning Party, Requesting Party is responsible for ensuring the end-user is no longer using Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

- 2.11.3.6 Access Terminal installation intervals will be established on an individual case basis.
- 2.11.3.7 Requesting Party is responsible for obtaining the property owner's permission for Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or subsequent to completion and demands removal of Access Terminals, Requesting Party will be responsible for costs associated with removing Access Terminals and restoring property to its original state prior to Access Terminals being installed.
- 2.11.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. Requesting Party will be billed for non-recurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party each time it activates UNTW pairs using the LSR form.
- 2.11.3.9 Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. Requesting Party must tag the UNTW pair that requires repair. If Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).
- 2.11.3.10 If Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least one pair on the Access Terminal installed pursuant to Requesting Party's request for an Access

Terminal within 6 months of installation of the Access Terminal, Provisioning Party will bill Requesting Party a non-recurring charge equal to the actual cost of provisioning the Access Terminal.

- 2.11.3.11 If Provisioning Party determines that Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the following charges shall apply:
- 2.11.3.12 If Requesting Party issued a LSR to disconnect an end-user from Provisioning Party in order to use a UNTW pair, Requesting Party will be billed for the use of the pair back to the disconnect order date.
- 2.11.3.13 If Requesting Party activated a UNTW pair on which Provisioning Party was not previously providing service, Requesting Party will be billed for the use of that pair back to the date the end-user began receiving service using that pair. Upon request, Requesting Party will provide copies of its billing record to substantiate such date. If Requesting Party fails to provide such records, then Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

#### **2.11.4 Unbundled Sub-Loop Feeder**

##### 2.11.4.1 Definition

2.11.4.1.1 Unbundled Sub-Loop Feeder (USLF) provides connectivity between BellSouth's central office and cross-box (or other access point) that serves an end user location.

2.11.4.2 USLF utilized for voice traffic can be configured as 2-wire voice (USLF-2W/V) or 4-wire voice (USLF-4W/V).

2.11.4.3 USLF utilized for digital traffic can be configured as 2-wire ISDN (USLF-2W/I); 2-wire Copper (USLF-2W/C); 4-wire Copper (USLF-4W/C); 4-wire DS0 level loop (USLF-4W/D0); or 4-wire DS1 and ISDN (USLF-4W/DI).

2.11.4.4 USLF will provide access to both the equipment and the features in the BellSouth central office and BellSouth cross box necessary to provide a 2W or 4W communications pathway from the BellSouth central office to the BellSouth cross-box. This element will allow for the connection of the CLEC's loop distribution elements onto BellSouth's feeder system.

##### 2.11.5 Requirements

2.11.5.1 The CLEC will extend a compatible cable to BellSouth's cross-box. BellSouth will connect the cable to a panel inside the BellSouth cross-box to the requested level of feeder element. In those cases when there is no room in the BellSouth cross-box to accommodate the additional cross-

connect panels mentioned above, BellSouth will utilize its Special Construction process to determine the costs to provide the sub-loop feeder element to the CLEC. The CLEC will then have the option of paying the special construction charges or canceling the order.

2.11.5.2 USLF will be a designed circuit and BellSouth will provide a Design Layout Record (DLR) for this element.

2.11.5.3 BellSouth will provide USLF elements in accordance with applicable industry standards for these types of facilities. Where industry standards do not exist, BellSouth's TR73600 will be used to determine performance parameters.

### **2.11.6 Unbundled Loop Concentration (ULC)**

2.11.6.1 BellSouth will provide to the CLEC 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.

2.11.6.2 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 will connect to the CLEC at the CLEC'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 concentration (2 DS1s for 96 channels) or without concentration (4 DS1s for 96 channels) and with or without protection. A Loop 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.

### **2.11.7 Unbundled Sub-Loop Concentration (USLC)**

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

2.11.7.2 USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of the CLEC's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of the CLEC'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.

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

## **2.11.8 Access to Loop Make-up**

- 2.11.8.1 BellSouth provides electronic access to loop make-up information through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). TAG is a machine-to-machine interface that provides real-time interactive access to BellSouth's databases. LENS is a human-to-machine interface for use by those CLECs who choose not to use machine-to-machine interfaces. BellSouth also provides manual access to loop make-up information.

## **2.11.9 Access to the High Frequency Portion of the Loop**

- 2.11.9.1 BellSouth provides CLECs access to the high frequency portion of the loop network element as an unbundled network element where BellSouth is providing, and continues to provide, analog circuit-switched voiceband services on the particular loop for which the CLEC seeks access. The high frequency portion of the loop is defined as the frequency range above the voiceband on a copper loop facility that is being used to carry analog circuit-switched voiceband transmissions. BellSouth may maintain control over the loop and splitter equipment and functions, and will provide CLECs with loop and splitter functionality that is compatible with any transmission technology that the CLEC seeks to deploy using the high frequency portion of the loop, as defined in 47 C.F.R. § 51.319(h), provided that such transmission technology is presumed to be deployable pursuant to 47 C.F.R. § 51.230. BellSouth also offers CLECs the option of purchasing, installing, and maintaining central office POTS splitters in its collocation arrangements. Any splitters installed by the CLECs in its collocation arrangements shall comply with ANSI T1.413, Annex E, or any future ANSI splitter standards. BellSouth shall also permit CLECs to install any splitters in that BellSouth deploys or permits to be deployed for

itself or any BellSouth Affiliate. BellSouth will also provide line sharing splitters at its remote sites to allow CLECs access to the high frequency spectrum of copper sub-loops terminated at that remote site, where the CLEC has a collocated DSLAM. BellSouth will condition loops to enable CLECs to access the high frequency portion of the loop spectrum in accordance with 47 C.F.R. § 51.319(a)(3) and § 51.319(h).

### **3.0 Switching**

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

### **3.1 Local Switching**

3.1.1 BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, on an unbundled basis, except as set forth below in Section 3.1.4.1 to the CLEC for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to the CLEC for the provision of a telecommunications service only in the limited circumstance described below in Section 3.2.6.

3.1.2 Except as otherwise provided herein, BellSouth shall not impose any restrictions on the CLEC regarding the use of Switching Capabilities purchased from BellSouth provided such use does not result in demonstrable harm to either the BellSouth network or personnel or the use of the BellSouth network by BellSouth or any other telecommunication carrier.

3.1.3 Local Circuit Switching Capability, including Tandem Switching Capability

#### **3.1.3.1 Definition**

3.1.4 Local Circuit Switching Capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and (C) All features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local area signaling service features, and Centrex, as well as any technically

feasible customized routing functions provided by the switch; (D) switching provided by remote switching modules.

- 3.1.4.1 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for the CLEC when the CLEC serves end-users with four (4) or more voice-grade (DS-0) equivalents or lines in locations served by BellSouth's local circuit switches, which are in the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.
- 3.1.4.2 In the event that the CLEC orders local circuit switching for a single end user account name with four (4) or more two (2) wire voice-grade loops within a top 50 MSA, Density Zone 1, BellSouth's sole recourse shall be to charge the CLEC a market based-rate for use of the local circuit switching functionality for the affected facilities.
- 3.1.4.3 A port includes all features then capable or a number of then capable features specifically requested by the CLEC. Any features that are not currently then capable but are technically feasible through the switch can be requested through the BFR process.
- 3.1.4.4 BellSouth will provide to the CLEC customized routing of calls: (i) to a requested directory assistance services platform; (ii) to an operator services platform; (iii) for the CLEC's PIC'ed toll traffic in a two (2) PIC environment to an alternative OS/DA platform designated by the CLEC. The CLEC's customers may use the same dialing arrangements as BellSouth customers.
- 3.1.4.5 Remote Switching Module functionality is included in Switching Capability. The switching capabilities used will be based on the line side features they support.
- 3.1.4.6 Switching Capability 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.
- 3.1.4.7 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to the CLEC purchasing local BellSouth switching and reselling BellSouth local exchange service under Section XIV of the SGAT, selective routing of calls to a requested directory assistance services platform or operator services platform. The CLEC's

customers may use the same dialing arrangements as BellSouth customers, but obtain the CLEC's branded service.

### **3.1.5 Technical Requirements**

- 3.1.5.1 The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function of Local Switching.
- 3.1.5.2 Local Switching shall be equal to or better than the requirements for Local Switching set forth in the applicable industry standard technical references.
- 3.1.5.3 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.
- 3.1.5.4 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 the CLEC will be made pursuant to the Bona Fide Request Process as set forth in General Terms and Conditions.
- 3.1.5.5 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.
- 3.1.5.6 BellSouth shall activate service for a CLEC's customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to the CLEC's services without loss of switch feature functionality as defined in this Agreement.
- 3.1.5.7 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.
- 3.1.5.8 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.
- 3.1.5.9 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.
- 3.1.5.10 BellSouth shall perform manual call trace and permit customer originated call trace.
- 3.1.5.11 Special Services provided by BellSouth will include the following:
  - 3.1.5.11.1 Telephone Service Prioritization;



- 3.1.5.11.2 Related services for handicapped;
- 3.1.5.11.3 Soft dial tone where required by law; and
- 3.1.5.11.4 Any other service required by law.
- 3.1.5.12 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.
- 3.1.5.13 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.
- 3.1.5.14 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to the CLEC, upon a reasonable request from the CLEC. The CLEC will pay BellSouth for all costs incurred to provide such performance data through the Business Opportunity Request process.
- 3.1.5.15 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party.
- 3.1.5.16 BellSouth shall offer to the CLEC all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services
- 3.1.5.17 Where capacity exists, BellSouth shall assign each CLEC customer line the class of service designated by the CLEC (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from the CLEC's customers to the CLEC's directory assistance operators at the CLEC's option.
- 3.1.5.18 Where capacity exists, BellSouth shall assign each CLEC customer line the class of service designated by the CLEC (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from the CLEC's customers to the CLEC's operators at the CLEC's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to the CLEC Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.
- 3.1.5.19 Local Switching shall be offered in accordance with the technical specifications set forth in the applicable industry standard references.

- 3.1.6 Interface Requirements BellSouth shall provide the following interfaces to loops:
  - 3.1.6.1 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
  - 3.1.6.2 Coin phone signaling;
  - 3.1.6.3 Basic Rate Interface ISDN adhering to appropriate Telcordia (formerly BellCore) Technical Requirements;
  - 3.1.6.4 Two-wire analog interface to PBX;
  - 3.1.6.5 Four-wire analog interface to PBX;
  - 3.1.6.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);
  - 3.1.6.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia (formerly BellCore) Technical Requirements;
  - 3.1.6.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and
  - 3.1.6.9 Loops adhering to Telcordia (formerly BellCore) TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.
- 3.1.7 BellSouth shall provide access to the following but not limited to:
  - 3.1.7.1 SS7 Signaling Network or Multi-Frequency trunking if requested by the CLEC;
  - 3.1.7.2 Interface to the CLEC operator services systems or Operator Services through appropriate trunk interconnections for the system; and
  - 3.1.7.3 Interface to the CLEC Directory Assistance Services through the CLEC's switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other CLEC required access to interexchange carriers as requested through appropriate trunk interfaces.

## **3.2 Packet Switching Capability**

### **3.2.1 Definition**

Packet Switching Capability. The packet switching capability network element is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Multiplexers, including but not limited to:

- 3.2.2 The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);
- 3.2.3 The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;
- 3.2.4 The ability to extract data units from the data channels on the loops, and
- 3.2.5 The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.
- 3.2.6 BellSouth shall be required to provide non-discriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:
  - 3.2.6.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);
  - 3.2.6.2 There are no spare copper loops capable of supporting the xDSL services the CLEC seeks to offer;
  - 3.2.6.3 BellSouth has not permitted the CLEC to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the CLEC obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 C.F.R. § 51.319 (b); and
  - 3.2.6.4 BellSouth has deployed packet switching capability for its own use.

### **3.3 Interoffice Transmission Facilities**

BellSouth shall provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act, to interoffice transmission facilities on an unbundled basis to the CLEC for the provision of a telecommunications service.

### **3.4 Rates**

The prices that the CLEC shall pay to BellSouth for Network Elements and Other Services are set forth in Attachment A to the SGAT.

### **3.5 Operational Support Systems (OSS)**

The rates for access to OSS are as set forth in Attachment A to the SGAT.

## **4. Unbundled Network Element Combinations (Switched)**

### **4.1 Port/Loop Combinations**

4.1.1 At the CLEC's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 4.1.3 below, that are Currently Combined in BellSouth's network except as specified in Sections 4.1.1.1 and 4.1.1.2 below.

4.1.1.1 BellSouth shall not provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.

4.1.1.2 In accordance with effective and applicable FCC rules, BellSouth shall not be required to provide circuit switching as an unbundled network element in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999 of the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs to the CLEC if the CLEC's customer has 4 or more DS0 equivalent lines.

4.1.2 Combinations of port and loop network elements provide local exchange service for the origination or termination of calls. BellSouth shall make available the following loop and port combinations under the terms set forth below:

4.1.2.1 In Georgia, BellSouth shall provide to the CLEC combinations of port and loop network elements to the CLEC on an unbundled basis regardless of whether or not such combinations are Currently Combined except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 4.1.1.2 above.

4.1.2.2 In all other states, BellSouth shall provide to the CLEC combinations of port and loop network elements on an unbundled basis if such combinations are Currently Combined, except in those locations where

BellSouth is not required to provide unbundled circuit switching, as forth in Sections 4.1.1.1 and 4.1.1.2 above. The rates for such combinations shall be the cost-based rates set forth in Attachment A.

- 4.1.2.3 In all states other than Georgia, except in those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 4.1.1.1 and 4.1.1.2, BellSouth shall provide to the CLEC combinations of port and loop network elements that are not Currently Combined. The rate for such combinations may be requested through the bona fide request process.
- 4.1.3 Combination Offerings
  - 4.1.3.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
  - 4.1.3.2 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
  - 4.1.3.3 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
  - 4.1.3.4 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
  - 4.1.3.5 4-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
  - 4.1.3.6 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
  - 4.1.3.7 4-wire DS1 Loop with Channelization with Port, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

## **4.2 Assembly Points**

4.2.1 Assembly Points are offered to provide CLECs the ability to combine unbundled network elements themselves within a BellSouth central office location, without requiring the CLEC to own or control any telecommunications equipment. The assembly products will be offered for three service types:

- DS0 Assembly Point (immediate deployment)
- DS1 Assembly Point (immediate deployment)
- DS3 Assembly Point (future deployment)

4.2.2 Assembly Points will provide access to 2-wire and 4-wire DS0 unbundled network elements for CLECs to combine two network elements at a cross-connect point (Assembly Point) designated by BellSouth. Subject to technical feasibility on a per location basis, BellSouth will offer access to DS1 and DS3 unbundled network elements at the designated DS1 or DS3 Assembly Point, respectively. BellSouth will supply all equipment required to access the unbundled elements. CLECs must supply any jumpers or patch cords to connect two elements at the Assembly Point and will not be permitted to install any equipment within the Assembly Point location. The CLEC may not install any equipment within the Assembly Point area. The CLEC may utilize portable test equipment for the purposes of testing unbundled network elements, but may not store this portable test equipment in the Assembly Point area.

4.2.3 The CLEC must submit an Application and an application fee for access to an Assembly Point. The CLEC must designate on its Assembly Point Application a forecast for a two-year period, designated by year. BellSouth will size the Assembly Point(s) according to forecast projections and will assign and designate facilities on a per request basis.

## **5. Operator Systems**

### **5.1 Definition**

BellSouth provides access to Operator Systems for operator and automated call handling and billing, special services, customer telephone listings and optional call completion services. The Operator Systems, provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below.

### **5.2 Operator Service**

5.2.1 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 customer 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.

**5.2.2 Requirements**

5.2.2.1 When the CLEC requests BellSouth to provide Operator Services, the following requirements apply:

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

5.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

5.2.2.1.3 BellSouth shall complete calls that are billed to a CLEC customer's calling card that can be validated by BellSouth.

5.2.2.1.4 BellSouth shall complete person-to-person calls.

5.2.2.1.5 BellSouth shall complete collect calls.

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

5.2.2.1.7 BellSouth shall complete station-to-station calls.

5.2.2.1.8 BellSouth shall process emergency calls.

5.2.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.

5.2.2.1.10 BellSouth shall process emergency call trace, as they do for their Customers prior to the Effective Date. Call must originate from a 911 provider.

5.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.

5.2.2.1.12 BellSouth will provide the ability for a CLEC Customer to reach a "live" operator on a 0-call.

5.2.2.2 BellSouth shall adhere to equal access requirements, providing the CLEC's local customers the same IXC access as provided to BellSouth customers.

- 5.2.2.3 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to the CLEC that BellSouth provides for its own operator service.
- 5.2.2.4 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
- 5.2.2.5 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by the CLEC.
- 5.2.2.6 BellSouth shall provide an electronic feed of customer call records in "EMR" format to the CLEC in accordance with the time schedule designated by the CLEC.

### **5.2.3 Interface Requirements:**

With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of the CLEC, 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.

## **5.3 Directory Assistance Service**

### **5.3.1 Definition**

Directory Assistance Service provides local customer telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.

### **5.3.2 Requirements**

- 5.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by the CLEC's customer, BellSouth shall provide caller-optional directory assistance call completion service to one of the provided listings, equal to that which BellSouth provides its customers. If not available, the CLEC may request such requirement pursuant to the Bona Fide Request Process.

#### **5.3.2.2 Directory Assistance Service Updates**

- 5.3.2.2.1 BellSouth shall update customer listings changes daily. These changes include:
  - 5.3.2.2.1.1 New customer connections: BellSouth will provide service to the CLEC that is equal to the service it provides to itself and its customers;

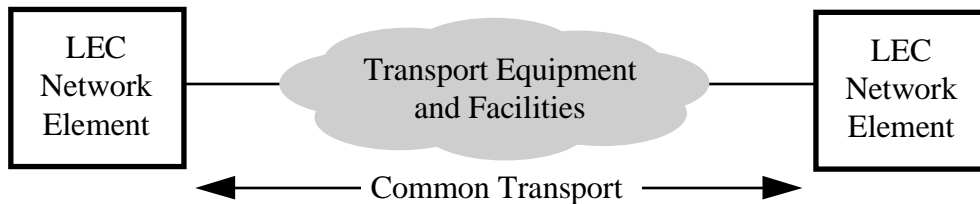


- 5.3.2.2.1.2 Customer disconnections: BellSouth will provide service to the CLEC that is equal to the service it provides to itself and its customers; and
- 5.3.2.2.1.3 Customer address changes: BellSouth will provide service to the CLEC that is equal to the service it provides to itself and its customers;
- 5.3.2.3 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

## 6. Common Transport

### 6.1 Definition

Common Transport is an interoffice transmission path between BellSouth Network Elements (illustrated in Figure 2). Where BellSouth Network Elements are connected by intra-office wiring, such wiring is not provided as a part of the Network Elements. Common Transport consists of BellSouth inter-office transport facilities and is unbundled from local switching.



**Figure 2**

### 6.2 Technical Requirements

- 6.2.1 Common 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 technical reference set forth in Section 9.2.4.31 of this Attachment 2.
- 6.2.2 Common Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, Common Transport 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 technical reference set forth in Section 9.2.4.30 of this Attachment 2.

- 6.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common Transport.
- 6.2.4 At a minimum, Common Transport shall meet all of the requirements set forth in the following technical references (as applicable for the transport technology being used):
  - 6.2.4.1 ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;
  - 6.2.4.2 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;
  - 6.2.4.3 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;
  - 6.2.4.4 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;
  - 6.2.4.5 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching;
  - 6.2.4.6 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;
  - 6.2.4.7 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;
  - 6.2.4.8 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;
  - 6.2.4.9 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;
  - 6.2.4.10 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;
  - 6.2.4.11 ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;

- 6.2.4.12 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;
- 6.2.4.13 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);
- 6.2.4.14 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
- 6.2.4.15 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
- 6.2.4.16 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;
- 6.2.4.17 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);
- 6.2.4.18 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;
- 6.2.4.19 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;
- 6.2.4.20 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);
- 6.2.4.21 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;
- 6.2.4.22 Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 6.2.4.23 Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
- 6.2.4.24 Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;
- 6.2.4.25 Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.);
- 6.2.4.26 Bellcore TR-NWT-000776, Network Interface Description for ISDN Customer Access;

- 6.2.4.27 Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;
- 6.2.4.28 Bellcore ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;
- 6.2.4.29 Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987;

## **7. Dedicated Transport**

### **7.1 Definition**

- 7.1.1.1 Dedicated transport that provide telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and the CLEC to a particular customer.
- 7.1.1.2 Unbundled Local Channel
- 7.1.1.3 Unbundled Local Channel is the dedicated transmission path between the CLEC's Point of Presence and the BellSouth Serving Wire Center's collocation.
- 7.1.1.4 Unbundled Interoffice Channel.
- 7.1.1.5 Unbundled Interoffice Channel is the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.
- 7.1.2 BellSouth shall offer Dedicated Transport in each of the following ways:
  - 7.1.2.1 As capacity on a shared circuit.
  - 7.1.2.2 As a circuit (e.g., DS1, DS3, STS-1) dedicated to the CLEC. This circuit shall consist of an Unbundled Local Channel or an Unbundled Interoffice Channel or both.
- 7.1.3 When Dedicated Transport is provided it shall include (as appropriate):
  - 7.1.3.1 Transmission equipment such as line terminating equipment, amplifiers, and regenerators;
  - 7.1.3.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable.

## **7.2 Technical Requirements**

This Section sets forth technical requirements for all Dedicated Transport.

- 7.2.1 When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (e.g., DS1, DS3, STS-1) shall be dedicated to CLEC designated traffic.
- 7.2.2 BellSouth shall offer Dedicated Transport in all technologies that become available including but not limited to, (1) DS0, DS1 and DS3 transport systems, and SONET point-to-point transport systems (including linear add-drop systems), at available transmission bit rates.
- 7.2.3 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 industry standards.
- 7.2.4 Where applicable, for DS3 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 technical references set forth in the industry standards.
- 7.2.5 When requested by the CLEC, Dedicated Transport shall provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.
- 7.2.6 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
  - 7.2.6.1 DS0 Equivalent;
  - 7.2.6.2 DS1 (Extended SuperFrame – ESF);
  - 7.2.6.3 DS3 (signal must be framed );
  - 7.2.6.4 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.
  - 7.2.6.5 When Dedicated Transport is provided, BellSouth shall design it according to BellSouth's network infrastructure to allow for the termination points specified by the CLEC.

## **7.3 Unbundled Channelization**

7.3.1 BellSouth agrees to offer access to Unbundled Channelization when available pursuant to following terms and conditions and at the rates set forth in Attachment A to the SGAT.

**7.3.2 Definition**

7.3.3 Unbundled Channelization (UC) provides the multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 Unbundled Network Element (UNE) or collocation cross-connect to be multiplexed or channelized at a BellSouth central office. This can be accomplished through the use of a stand-alone multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, the CLEC can have channels activated on an as-needed basis by having BellSouth connect lower level UNEs via Central Office Channel Interfaces (COCI).

7.3.3.1.1 Channelization capabilities will be as follows:

7.3.3.2 DS3 Channelization System: An element that channelizes a DS3 signal into 28 DS1s/STS-1s

7.3.3.3 DS1 Channelization System: An element that channelizes a DS1 signal into 24 DS0s.

7.3.3.4 Central Office Channel Interfaces (COCI): Elements that can be activated on a channelization system.

7.3.3.5 DS1 Central Office Channel Interface elements can be activated on a DS3 Channelization System.

7.3.4 Voice Grade and Digital Data Central Office Channel Interfaces can be activated on a DS1 Channelization System.

7.3.5 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as options.

7.3.6 COCI will be billed on the lower level UNE order that is interfacing with the UC arrangement and will have to be compatible with those UNEs.

7.3.7 Channelization may be incorporated within dedicated transport or ordered as a stand-alone capability, which requires either the high or low speed side to be connected to collocation.

## **8.0 Combinations (Non-Switched)**

8.1 For purposes of this Section, references to “Currently Combined” network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular location.

8.2 EELs.

8.2.1 Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, or where BellSouth chooses, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link (“EEL”) as defined in Section 4.3 below.

8.2.2 Subject to Section 8.2.3 below, BellSouth will provide access to the EEL in the combinations set forth in 8.3 following. This offering is intended to provide connectivity from an end user’s location through that end user’s SWC to the CLEC’s POP serving wire center. The circuit must be connected to the CLEC’s switch for the purpose of provisioning telephone exchange service to the CLEC’s end-user customers. The EEL will be connected to the CLEC’s facilities in the CLEC’s collocation space at the POP SWC, or the CLEC may purchase BellSouth’s access facilities between the CLEC’s POP and the CLEC’s collocation space at the POP SWC.

8.2.3 BellSouth shall provide EEL combinations to the CLEC in the state of Georgia regardless of whether or not such EELs are Currently Combined. In all other states, BellSouth shall make available to the CLEC those EEL combinations described in Section 8.3 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available EEL combinations to the CLEC in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, in Miami, Orlando, Fort Lauderdale, Charlotte, New Orleans, Greensboro and Nashville MSAs, regardless of whether or not such EELs are Currently Combined. Except as stated above, EELs will be provided to the CLEC only to the extent such network elements are Currently Combined.

8.2.4 Additionally, BellSouth shall make available to the CLEC a combination of an unbundled loop and special access interoffice facilities. To the extent the CLEC will require multiplexing functionality in connection with such

combination, BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs. Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided under the terms set forth in this Attachment and at the rates set forth in Attachment A to the SGAT.

- 8.3 EEL Combinations
  - 8.3.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop
  - 8.3.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop
  - 8.3.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop
  - 8.3.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop
  - 8.3.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop
  - 8.3.6 DS1 Interoffice Channel + DS1 Local Loop
  - 8.3.7 DS3 Interoffice Channel + DS3 Local Loop
  - 8.3.8 STS-1 Interoffice Channel + STS-1 Local Loop
  - 8.3.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
  - 8.3.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop
  - 8.3.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
  - 8.3.12 4-wire VG Interoffice Channel + 4-wire VG Local Loop
  - 8.3.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop
  - 8.3.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

#### **8.4 Other Network Element Combinations**

BellSouth shall make available to the CLEC, in accordance with Section 8.6 below, combinations of network elements other than EELs only to the extent such combinations are Currently Combined.



## **8.5 Special Access Service Conversions**

8.5.1 The CLEC may not convert special access services to combinations of loop and transport network elements, whether or not the CLEC self-provides its entrance facilities (or obtains entrance facilities from a third party), unless the CLEC uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent the CLEC converts its special access services to combinations of loop and transport network elements at UNE prices, the CLEC, hereby, certifies that it is providing a significant amount of local exchange service over such combinations. BellSouth may, at its sole discretion, audit the CLEC records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. If, based on its audits, BellSouth concludes that the CLEC is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from the CLEC.

8.5.2 EEL combinations for DS1 level and above will be available only when the CLEC provides and handles at least one third of the end user's local traffic over the facility provided. In addition, on the DS1 loop portion of the combination, at least fifty (50) percent of the activated channels must have at least five (5) percent local voice traffic individually and, for the entire DS1 facility, at least ten (10) percent of the traffic must be local voice traffic.

8.5.3 When combinations of loop and transport network elements include multiplexing, each of the individual DS1 circuits must meet the above criteria.

8.5.4 The three circumstances under which a requesting carrier can meet the significant local traffic criteria are set forth in paragraph 22 of the FCC's Supplemental Order Clarification in Docket No. CC 96-98 dated June 2, 2000.

## **8.6 Rates**

8.6.1 Subject to Section 8.2.3 and 8.4 preceding, the non-recurring and recurring rates for the EEL combinations set forth in Section 8.3 and other Currently Combined network elements are set forth in Attachment A to the

SGAT.

## **9. Signaling Link Transport**

### **9.1 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.

### **9.2 Technical Requirements**

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

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

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

9.2.2.2 As a "B-link" which is a connection between two STPS pairs in different company networks (e.g., between two STPS pairs for two CLECs.

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

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

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

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

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

9.2.4.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.

9.2.5 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

9.2.5.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and

9.2.5.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).

### 9.3 Interface Requirements

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

## 10. Signaling Transfer Points (STPs)

10.1 Definition - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPSs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches. Figure 4 depicts Signaling Transfer Points.

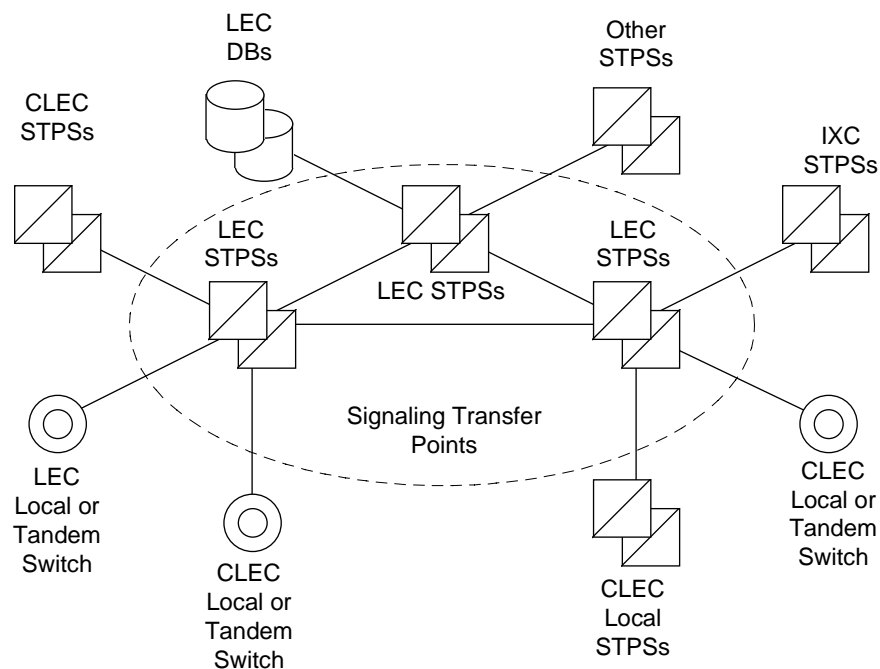


Figure 4

## 10.2 Technical Requirements

10.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:

10.2.1.1 BellSouth Local Switching or Tandem Switching;

- 10.2.1.2 BellSouth Service Control Points/DataBases;
- 10.2.1.3 Third-party local or tandem switching
- 10.2.1.4 Third-party-provided STPSs.
- 10.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to BellSouth SS7 network. This explicitly includes the use of BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to BellSouth SS7 network (*i.e.*, transient messages). When 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.
- 10.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between a CLEC local switch and third party local switch, 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 the CLEC local STPSs and the STPSs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPSs.
- 10.2.4 STPs shall provide all functions of the MTP as defined in Bellcore ANSI Interconnection Requirements. This includes:
  - 10.2.4.1 Signaling Data Link functions, as defined in Bellcore ANSI Interconnection Requirements,
  - 10.2.4.2 Signaling Link functions, as defined in Bellcore ANSI Interconnection Requirements, and
  - 10.2.4.3 Signaling Network Management functions, as defined in Bellcore ANSI Interconnection Requirements.
- 10.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in 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 BellSouth local or tandem switching system or data base, or is a CLEC or third party local or tandem switching system directly connected to BellSouth SS7 network, STPs shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, STPs shall perform intermediate GTT of messages to a gateway pair of STPSs in an SS7

network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination.

- 10.2.6 STPs shall also provide the capability to route SCCP messages based on ISNI, as defined in Bellcore ANSI Interconnection Requirements, when this capability becomes available on BellSouth STPs.
- 10.2.7 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs. All OMAP functions will be on a "where available" basis and can include:
  - 10.2.7.1 MTP Routing Verification Test (MRVT) and
  - 10.2.7.2 SCCP Routing Verification Test (SRVT).
- 10.2.8 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is a CLEC 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 the CLEC and BellSouth.
- 10.2.9 STPs shall be equal to or better than the following performance requirements:
  - 10.2.9.1 MTP Performance, as defined in Bellcore ANSI Interconnection Requirements and
  - 10.2.9.2 SCCP Performance, as defined in Bellcore ANSI Interconnection Requirements.
- 10.2.10 SS7 Advanced Intelligent Network (AIN) Access**
  - 10.2.10.1 SS7 AIN Access shall provide the CLEC SCP access to BellSouth local switch via interconnection of BellSouth SS7 and CLEC SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network, BellSouth must route its calls in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the CLEC SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

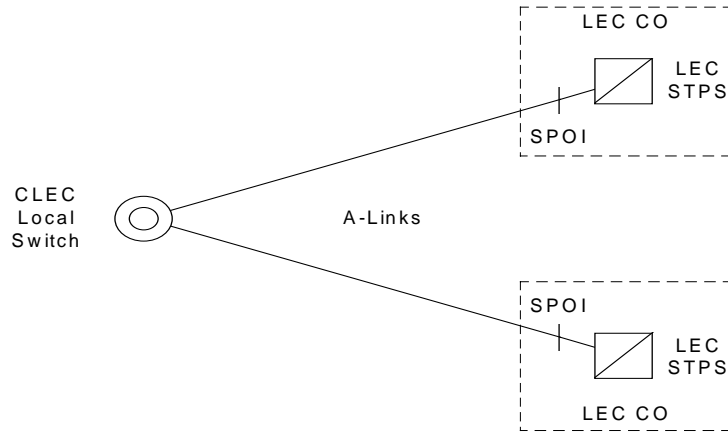
SS7 AIN Access is the provisioning of AIN triggers in a BellSouth local switch and interconnection of the BellSouth SS7 network with the CLEC

SS7 network to exchange TCAP queries and responses with a CLEC SCP.

- 10.2.10.2 When provided through the same mediation application, delay associated with BellSouth local switch queries to the CLEC STP shall be equal to or shorter than the delay associated with queries to BellSouth STP.
- 10.2.10.3 BellSouth's STPs shall maintain global title translations necessary to direct AIN queries for select global title address and translation type values to the CLEC SS7 network.
- 10.2.10.4 BellSouth STPs shall route mutually agreeable AIN responses from the CLEC SCP via SS7 network interconnect to the local switch designated in the Signaling Connection Control Part (SCCP) called party address.
- 10.2.10.5 Network management controls resulting from an overload in elements not supporting the CLEC's customers shall not affect queries to the CLEC SCPs.
- 10.2.10.6 When the CLEC selects SS7 AIN Access, BellSouth will provide access to provisioning processes to support interconnection of the CLEC's STPs.
- 10.2.10.7 STPs shall offer SS7 AIN Access in accordance with the requirements of the following technical references, as implemented in BellSouth's STPs:
  - 10.2.10.7.1 GR-2863-CORE, CCS Network Interface Specification Supporting Advanced Intelligent Network (AIN); and
  - 10.2.10.7.2 GR-2902-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll-Free Service Using Advanced Intelligent Network (AIN).

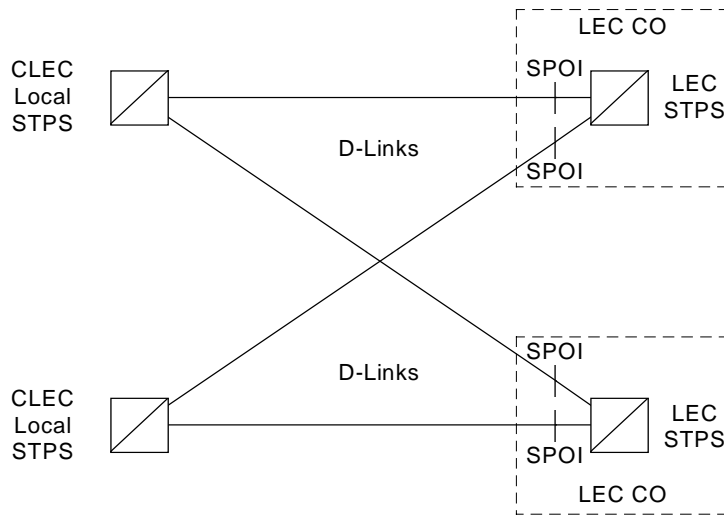
### **10.3 Interface Requirements**

- 10.3.1 BellSouth shall provide the following STPs options to connect the CLEC or the CLEC-designated local switching systems or STPSs to BellSouth SS7 network:
  - 10.3.1.1 An A-link interface from the CLEC local switching systems; and,
  - 10.3.1.2 A B-link interface from the CLEC local STPSs.
- 10.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links, as follows:
  - 10.3.2.1 An A-link layer shall consist of two links, as depicted in Figure 6.



**Figure 6. A-Link Interface**

10.3.2.2 A B-link layer shall consist of four links, as depicted in Figure 7.



**Figure 7. B-link Interface**

10.3.3 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 STPS 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 the CLEC local switching systems or STPSs with BellSouth STPSs as soon

as these become approved ANSI standards and available capabilities of BellSouth STPSs. BellSouth and the CLEC will work jointly to establish mutually acceptable SPOIs.

10.3.4 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 STPS. BellSouth and the CLEC will work jointly to establish mutually acceptable SPOIs.

10.3.5 BellSouth shall provide MTP and SCCP protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:

10.3.5.1 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);

10.3.5.2 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

### **10.3.6 Message Screening**

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

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

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

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

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



- 10.4.2 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
- 10.4.3 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);
- 10.4.4 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
- 10.4.5 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);
- 10.4.6 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
- 10.4.7 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
- 10.4.8 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

## **11. Service Control Points/DataBases**

### **11.1 Definition**

- 11.1.1 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, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.
- 11.1.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning,

administration and maintenance of subscriber data and service application data stored in SCPs.

## **11.2 Technical Requirements for SCPs/Databases**

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 the CLEC in accordance with the following requirements.

11.2.1 BellSouth shall provide physical interconnection to SCPs through the SS7 network and protocols, with TCAP as the application layer protocol.

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

11.2.3 The reliability of interconnection options shall be consistent with industry standards for diversity and survivability.

### **11.2.4 Database Availability**

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.

11.2.5 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for the CLEC's customer records stored in BellSouth databases within 24 hours, or sooner where BellSouth provisions its own customer records within a shorter interval.

## **11.3 Local Number Portability Database**

### **11.3.1 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.

## **11.4 Line Information Database (LIDB):**

See Attachment F to the SGAT for LIDB terms and conditions.

## **11.5 Toll Free Number Database**

The Toll Free Number Database is a SCP that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional so-called vertical features during call set-up in response to queries from SSPs. BellSouth shall provide the Toll Free Number Database in accordance with the following:

### **11.5.1 Technical Requirements**

- 11.5.1.1 BellSouth shall make BellSouth Toll Free Number Database available for the CLEC to query with a toll-free number and originating information.
- 11.5.1.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a BellSouth switch.
- 11.5.1.3 The SCP shall also provide, at the CLEC's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Bellcore, April 1994)) as are available to BellSouth. These may include but are not limited to:
  - 11.5.1.3.1 Network Management;
  - 11.5.1.3.2 Customer Sample Collection; and
  - 11.5.1.3.3 Service Maintenance

### **11.5.2 Interface Requirements**

The signaling interface between the CLEC or other local switch and the Toll-Free Number database shall use the TCAP protocol, together with the signaling network interface as specified in the technical reference herein.

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

The ALI/DMS Database contains customer information (including name, address, telephone information, and sometimes special information from the local service provider or customer) 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:

### **11.6.1 Technical Requirements**

- 11.6.1.1 BellSouth shall offer the CLEC a data link to the ALI/DMS database or permit the CLEC to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to the CLEC immediately after the CLEC inputs information into the ALI/DMS

data base. Alternately, the CLEC may utilize BellSouth, to enter customer information into the data base on a demand basis, and validate customer information on a demand basis.

- 11.6.1.2 The ALI/DMS database shall contain the following customer information:
  - 11.6.1.2.1 Name;
  - 11.6.1.2.2 Address;
  - 11.6.1.2.3 Telephone number; and
  - 11.6.1.2.4 Other information as appropriate (e.g., whether a customer is blind or deaf or has another disability).
- 11.6.1.3 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 the CLEC requests otherwise and shall be updated if the CLEC requests, provided the CLEC supplies BellSouth with the updates.
- 11.6.1.4 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.

## **11.6.2 Interface Requirements**

The interface between the E911 Switch or Tandem and the ALI/DMS database for the CLEC's customers shall meet industry standards.

## **11.7 Directory Assistance Database**

BellSouth shall make its directory assistance database available to the CLEC in order to allow the CLEC to provide its customers with the same directory assistance services BellSouth provides to BellSouth customers. BellSouth shall provide the CLEC 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 the CLEC and BellSouth of customer address and number changes. Directory Assistance Services must provide both the ported and CLEC telephone numbers to the extent available in BellSouth's database assigned to a customer. Privacy indicators must be properly identified to assure the non-published numbers are accurately identified.

- 11.8 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:

- 11.8.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Bellcore, December 199);
- 11.8.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Bellcore, March 1994);
- 11.8.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995);
- 11.8.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149);
- 11.8.5 GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995);
- 11.8.6 GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995); and
- 11.8.7 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2, (Bellcore, April 1994).
- 11.9 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access
  - 11.9.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide the CLEC the capability that will allow the CLEC 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.
  - 11.9.2 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 the CLEC. Scheduling procedures shall provide the CLEC equivalent priority to these resources
  - 11.9.3 BellSouth SCP shall partition and protect the CLEC service logic and data from unauthorized access, execution or other types of compromise.
  - 11.9.4 When the CLEC selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable the CLEC 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.

- 11.9.5 When the CLEC selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. CLEC access will be provided via remote data connection (e.g., dial-in, ISDN).
- 11.9.6 When the CLEC selects SCE/SMS AIN Access, BellSouth shall allow the CLEC to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and customer subscription).

## **12. Tandem Switching**

### **12.1 Definition**

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

### **12.2 Technical Requirements**

- 12.2.1 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:
  - 12.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;
  - 12.2.1.2 Tandem Switching will provide screening as jointly agreed to by the CLEC and BellSouth;
  - 12.2.1.3 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
  - 12.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by the CLEC;
  - 12.2.1.5 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));

- 12.2.1.6 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
- 12.2.1.7 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.
- 12.2.2 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IECs, ICOs, CAPs and the CLEC's switches.
- 12.2.3 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLECs (e.g., between a CLEC end office and the end office of another CLEC).
- 12.2.4 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
- 12.2.5 Tandem Switching shall record billable events and send them to the area billing centers designated by the CLEC. Tandem Switching will provide recording of all billable events as jointly agreed to by the CLEC and BellSouth.
- 12.2.6 Upon a reasonable request from the CLEC, 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 the CLEC.
- 12.2.7 BellSouth shall maintain the CLEC's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.
- 12.2.8 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non discriminatory manner.
- 12.2.9 Tandem Switching shall route calls to BellSouth's or the CLEC's endpoints or platforms (e.g., operator services and PSAPs) on a per call basis as designated by the CLEC, where such routing is not available from the originating end office switch, to the extent such Tandem Switch has such capability. Detailed primary and overflow routing plans for all interfaces available within BellSouth switching network shall be mutually agreed to by the CLEC and BellSouth. Such plans shall meet the CLEC requirements for routing calls through the local network.
- 12.2.10 Tandem Switching shall process originating toll-free traffic received from a CLEC local switch.
- 12.2.11 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.

### **12.3 Interface Requirements**

- 12.3.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
- 12.3.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.
- 12.3.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.
- 12.3.4 Tandem Switching shall interconnect with the CLEC's switch, using two-way trunks, for traffic that is transiting via BellSouth network to interLATA or intraLATA carriers. At the CLEC's request, Tandem Switching shall record and keep records of traffic for billing.
- 12.3.5 Tandem Switching shall provide an alternate final routing pattern for the CLEC traffic overflowing from direct end office high usage trunk groups.
- 12.4 Tandem Switching shall meet or exceed (i.e., be more favorable to the CLEC) each of the requirements for Tandem Switching set forth in the following technical references:
  - 12.4.1 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;
  - 12.4.2 GR-905-CORE covering CCSNIS;
  - 12.4.3 GR-1429-CORE for call management features; and GR-2863-CORE and GR-2902-CORE covering CCS AIN interconnection

## **13. DARK FIBER:**

### **13.1.1 Definition**

Dark Fiber is unused strands of optical fiber without multiplexing, signal regeneration, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber also includes stands of optical fiber existing in aerial or underground cable which may have lightwave repeater (regenerator or optical amplifier) equipment interspliced to it at appropriate distances, but which has no line terminating elements terminated to such strands to operationalize its transmission capabilities.

### **13.2 Requirements**



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. If BellSouth has plans to use the fiber within a two-year period, there is no requirement to provide said fiber to the CLEC.

- 13.3 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at the CLEC's request subject to time and materials charges.
- 13.3.1 CLEC may test the quality of the Dark Fiber to confirm its usability and performance specifications. BellSouth shall use its best efforts to provide to the CLEC 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 the CLEC ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to 45 days after Confirmation, BellSouth shall hold such requested Dark Fiber for the CLEC's use and may not allow any other party to use such media, including BellSouth.
- 13.3.2 BellSouth shall use its best efforts to make Dark Fiber available to the CLEC within thirty (30) business days after it receives written confirmation from the CLEC that the Dark Fiber previously deemed available by BellSouth is wanted for use by the CLEC. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable the CLEC to connect or splice the CLEC provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.
- 13.4 Dark Fiber shall meet the manufacture's design specifications.
- 13.5 Additional Requirements for Dark Fiber
- 13.5.1 The CLEC may splice and test Dark Fiber obtained from BellSouth using the CLEC or CLEC's designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

## **14. Additional Requirements**

This Section 14 sets forth the additional requirements for unbundled Network Elements which BellSouth agrees to offer to the CLEC.

### **14.1.1 Requirements**

BellSouth shall provide performance equal to or better than all of the requirements set forth in this Section 14.2.

## **14.2 Performance**

### **14.2.1 Scope:**

This section addresses performance requirements for Network Elements and Ancillary Functions to provide local service. It includes requirements for the reliability and availability of Network Elements and Ancillary Functions, and quality parameters such as transmission quality (analog and digital), and speed (or delay). In addition, an overview of service performance requirements is given.

14.2.1.1 The General Performance Requirements in this section apply to all aspects of Network Elements and Ancillary Functions. Additional requirements are given in this performance section and in the individual Network Elements sections.

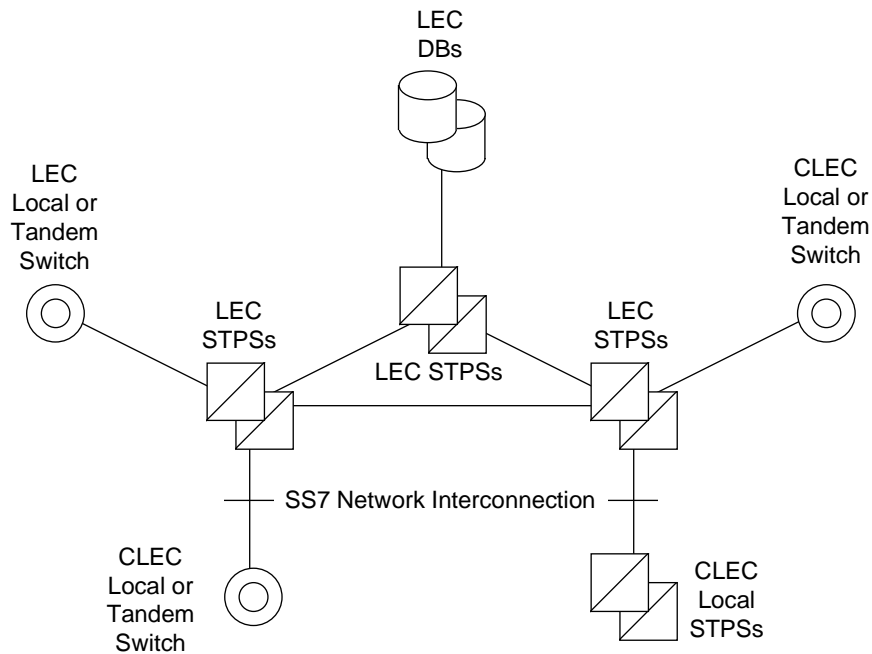
14.2.2 BellSouth shall work cooperatively with the CLEC to determine appropriate performance allocations across Network Elements.

14.2.2.1 BellSouth shall comply with the BellCore, ANSI, TIA/EIA, and IEEE technical standards regarding the performance of network elements and ancillary functions.

## **14.3 SS7 Network Interconnection**

### **14.3.1 Definition**

The figure below depicts Signaling System 7 (SS7) Network Interconnection. SS7 Network Interconnection is the interconnection of the CLEC local Signaling Transfer Point Switches (STPS) and the CLEC local or tandem switching systems with BellSouth STPSs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), the CLEC local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

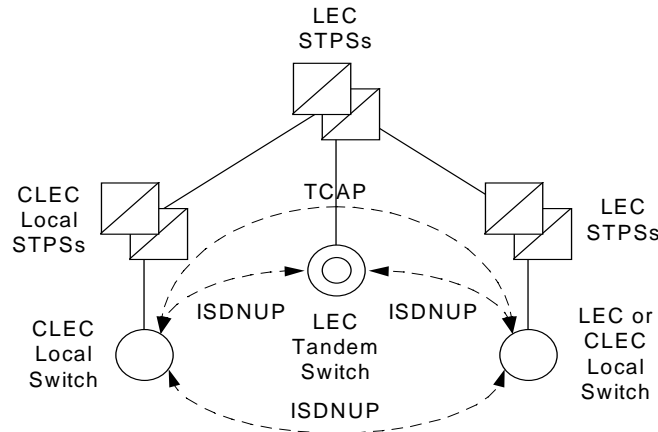


**SS7 Network Interconnection**

**14.3.2 Technical Requirements**

- 14.3.2.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:
  - 14.3.2.1.1 BellSouth local or tandem switching systems;
  - 14.3.2.1.2 BellSouth DBs; and
  - 14.3.2.1.3 Other third-party local or tandem switching systems.
- 14.3.2.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and the CLEC or other third-party switching systems with A-link access to the BellSouth SS7 network.
- 14.3.2.3 In particular the figure below depicts a circumstance where SS7 Network Interconnection shall provide transport for certain types of Transaction Capabilities Application Part (TCAP) messages. If traffic is routed based on dialed or translated digits between a CLEC's 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 CLEC local STPSs and BellSouth or other third-party local switch.



### Interswitch TCAP Signaling for SS7 Network Interconnection

- 14.3.2.4 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPSs, 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).
- 14.3.2.5 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111 (Reference 0.0.0). This includes:
- 14.3.2.5.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
  - 14.3.2.5.2 Signaling Link functions, as specified in ANSI T1.111.3; and
  - 14.3.2.5.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 14.3.2.6 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112 (Reference 0.0.0). In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a CLEC local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway

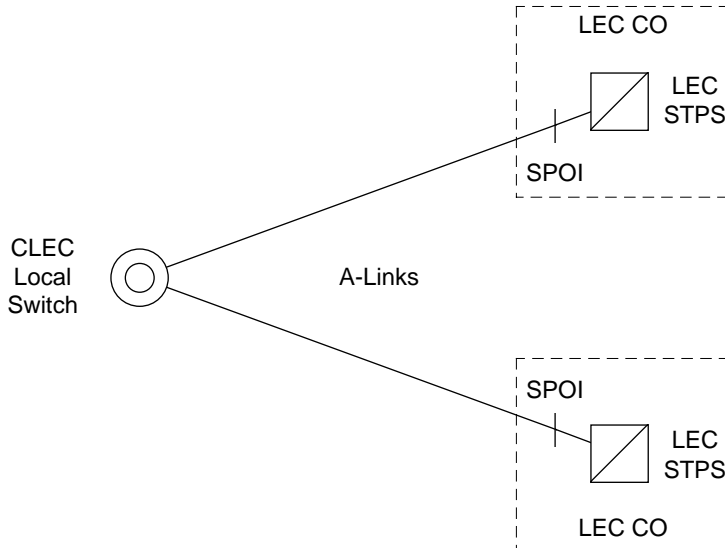
pair of the CLEC's local STPSs, and shall not include SCCP Subsystem Management of the destination.

- 14.3.2.7 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113 (Reference 0.0.0).
- 14.3.2.8 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114 (Reference 0.0.0).
- 14.3.2.9 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPSs, SS7 Network Interconnection shall provide these functions of the OMAP.
- 14.3.2.10 SS7 Network Interconnection shall be equal to or better than the following performance requirements:
  - 14.3.2.10.1 MTP Performance, as specified in ANSI T1.111.6;
  - 14.3.2.10.2 SCCP Performance, as specified in ANSI T1.112.5; and
  - 14.3.2.10.3 ISDNUP Performance, as specified in ANSI T1.113.5.

### **14.3.3 Interface Requirements**

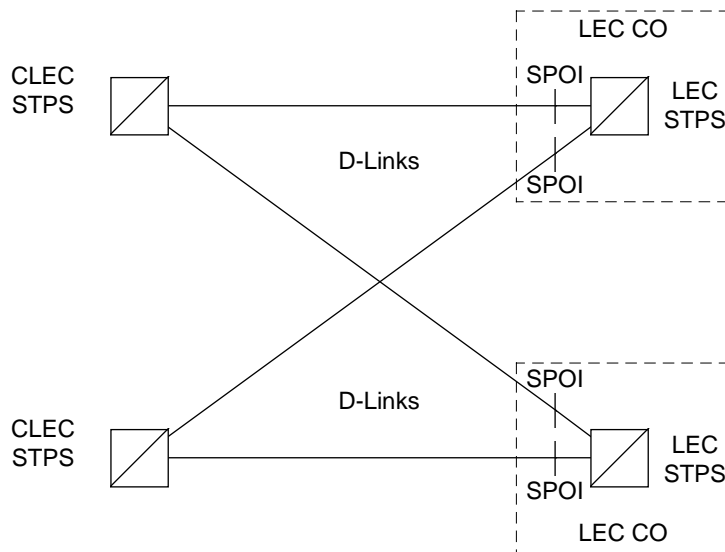
- 14.3.3.1 BellSouth shall offer the following SS7 Network Interconnection options to connect the CLEC or CLEC-designated local or tandem switching systems or STPSs to the BellSouth SS7 network:
  - 14.3.3.1.1 A-link interface from the CLEC local or tandem switching systems; and
  - 14.3.3.1.2 B-link interface from the CLEC STPSs.
- 14.3.3.2 Each interface shall be provided by one or more sets (layers) of signaling links, as follows:

14.3.3.2.1 An A-link layer shall consist of two links, as depicted in the figure below.



**A-Link Interface**

14.3.3.2.2 A B-link layer shall consist of four links, as depicted in the figure below.



**B-link Interface**

- 14.3.3.3 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 the BellSouth STPS 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 the CLEC's local switching systems or STPSs with BellSouth STPSs as soon as these become approved ANSI standards and available capabilities of BellSouth STPSs. BellSouth and the CLEC will work jointly to establish mutually acceptable SPOI.
- 14.3.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and the 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 STPS. BellSouth and the CLEC will work jointly to establish mutually acceptable SPOI.
- 14.3.3.5 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the following specifications:
- 14.3.3.5.1 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);
- 14.3.3.5.2 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;
- 14.3.3.5.3 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and
- 14.3.3.5.4 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).
- 14.3.3.6 BellSouth shall set message screening parameters to block accept messages from the CLEC's local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the CLEC switching system has a legitimate signaling relation.
- 14.3.4 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:
- 14.3.4.1 ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;

- 14.3.4.2 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);
- 14.3.4.3 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
- 14.3.4.4 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);
- 14.3.4.5 ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;
- 14.3.4.6 ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);
- 14.3.4.7 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
- 14.3.4.8 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);
- 14.3.4.9 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
- 14.3.4.10 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);
- 14.3.4.11 Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;
- 14.3.4.12 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;
- 14.3.4.13 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and,
- 14.3.4.14 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).



## **14.4 Network Interconnection**

### **14.4.1 Technical Requirements**

- 14.4.1.1 When requested by the CLEC, BellSouth shall provide interconnections between BellSouth Network Elements provided to the CLEC and the CLEC's network at transmission rates designated by the CLEC, including, but not limited to DS1, DS3, and STS-1.
- 14.4.1.2 Traffic shall be combined and routed as follows:
- 14.4.1.2.1 BellSouth shall provide direct trunks for local and intraLATA traffic (except 911, directory assistance, operator services, and other services that may require special routing) and, at the CLEC's request, BellSouth shall allow the CLEC to route such traffic either directly to a BellSouth's tandem or directly to a BellSouth's end-office.
- 14.4.1.2.2 At the CLEC's request, BellSouth shall receive the CLEC traffic destined to BellSouth Operator Systems Network Element, on trunks from a CLEC end-office or a CLEC tandem.
- 14.4.1.2.3 At the CLEC's request, BellSouth shall receive the CLEC's CAMA-ANI (Centralized Automatic Message Accounting - Automatic Number identification) traffic destined to BellSouth B911 PSAPs, or E911 tandems, on trunks from a CLEC end-office.
- 14.4.1.3 When requested by the CLEC and authorized by a third party carrier, BellSouth shall provide interconnections between the CLEC's network, and the other carrier's network through BellSouth network at transmission rates designated by the CLEC, including, but not limited to DS1, DS3, and STS-1. BellSouth shall combine and route traffic to and from other local carriers and interLATA carriers through BellSouth network, and at the CLEC's request, BellSouth shall record and keep records of such traffic for the CLEC's billing purposes.
- 14.4.1.4 The parties agree to implement the most efficient trunking arrangement to exchange all traffic unless otherwise agreed. For purposes of this Section, "most efficient" means the fewest number of trunks required to carry a forecasted load at P.01 grade of service. Initially, BellSouth and the CLEC will provide one-way trunk groups for completion of BellSouth and the CLEC's originated local and intraLATA traffic.

**SGAT**

**Attachment D**

**LICENSE AGREEMENT**

*for*

**RIGHTS OF WAY (ROW), CONDUITS, AND POLE ATTACHMENTS**

**Dated:**            

*Between*

**BELLSOUTH TELECOMMUNICATIONS, INC.**  
*(Licensor)*

*And*

\_\_\_\_\_ *(Licensee)*

Licensee desires to conduct business in the following area(s):

AL     KY     LA     MS     TN     FL     GA     NC     SC

or

BellSouth Region

**BELLSOUTH License Agreement Number - \_\_\_\_\_**

# CONTENTS

SECTION	PAGE	
1	Definitions	1
2	Scope of Agreement	5
3	Requirements and Specifications	9
4	Additional Legal Requirements	17
5	Facilities and Licenses	18
6	Make-Ready Work	20
7	Application Forms and Fees	21
8	Processing of Applications	24
9	Issuance of Licenses	25
10	Construction of Licensee's Facilities	26
11	Use and Routine Maintenance of Licensee's Facilities	28
12	Modification and Replacement of Licensee's Facilities	30
13	Rearrangement of Facilities at Request of Another	30
14	Emergency Repairs and Pole Replacements	32
15	Inspection by BellSouth of Licensee's Facilities	32
16	Notice of Noncompliance	32
17	Unauthorized Occupancy or Utilization of BellSouth's Facilities	34
18	Removal of Licensee's Facilities	35
19	Fees, Charges, and Billing	35
20	Advance Payment and Imputation	36
21	Assurance of Payment	36
22	Insurance	37
23	Indemnification	38
24	Authorization Not Exclusive	40
25	Assignment of Rights	40
26	Failure to Enforce	40
27	Term of Agreement	40
28	BellSouth's Information	41
29	Licensee Information	41
30	Supersedure of Agreement(s)	41

## APPENDICES

- I Schedule of Fees, Charges, and Attachment Transfer Rate Schedule
- II Records Maintenance Centers
- III Request to Self-Insure

## EXHIBITS

- I Administrative Forms and Notices

## RIGHTS OF WAY (ROW), CONDUITS AND POLE ATTACHMENTS

This Agreement, together with the terms and conditions of general applicability contained throughout this Agreement, sets forth the terms and conditions under which BellSouth shall afford to Licensee access to BellSouth's Poles, Ducts, Conduits and Rights of Way, pursuant to the Act.

### 1. DEFINITIONS

Definitions in General. Except as the context otherwise requires, the terms defined in this Section shall, as used herein, have the meanings set forth in this Section 1.

- 1.1 Anchor. The term Anchor refers to a device, structure, or assembly which stabilizes a Pole and holds it in place. An Anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the Pole. The term Anchor does not include the guy strand which connects the Anchor to the Pole and includes only those Anchors which are owned by BellSouth, as distinguished from Anchors which are owned and controlled by other persons or entities.
- 1.2 Anchor/Guy Strand. The term Anchor/Guy Strand refers to supporting wires, typically stranded together, or other devices attached to a Pole and connecting that Pole to an Anchor or to another Pole for the purpose of increasing Pole stability. The term Anchor/Guy Strand includes, but is not limited to, strands sometimes referred to as Anchor strands, down guys, guy strands, and Pole-to-pole guys.
- 1.3 Application. The process of requesting information related to records, Pole and/or Conduit availability, or make-ready requirements for BellSouth owned or controlled Facilities. Each Application is limited in size to a maximum of (1) 100 consecutive Poles or (2) 10 consecutive Manhole sections or 5000 feet, whichever is greater. The Application includes (but is not limited to) request for records, records investigation and/or a field investigation, and Make-Ready Work.
- 1.4 Communications Act of 1934. The terms Communications Act of 1934 and Communications Act refer to the Communications Act of June 19, 1934, 48 Stat. 1064, as amended, including the provisions codified as 47 U.S.C. Sections 151 et seq. The Communications Act includes the Pole Attachment Act of 1978, as defined in 1.23 following.
- 1.5 Assigned. The term Assigned, when used with respect to Conduit or Duct space or Poles, refers to any space in such Conduit or Duct or on such Pole that is occupied by a telecommunications service provider or a municipal or other governmental authority. To ensure the judicious use of Poles and Conduits, space Assigned to a telecommunications service provider must be physically occupied by the service provider, be it BellSouth or a new entrant, within twelve (12) months of the space being Assigned.

- 1.6 Available. The term Available, when used with respect to Conduit or Duct space or Poles, refers to any usable space in such Conduit or Duct or on such Pole not assigned to a specific provider at the applicable time.
- 1.7 Conduit. The term Conduit means a structure containing one or more Ducts, usually placed in the ground, in which cables or wires may be installed.
- 1.8 Conduit Occupancy. The terms Conduit Occupancy and Occupancy refer to the presence of wire, cable, optical conductors, or other Facilities within any portion of BellSouth's Conduit System.
- 1.9 Conduit System. The term Conduit System refers to any combination of Ducts, Conduits, Manholes, and Handholes joined to form an integrated whole. In this Agreement, the term refers to Conduit Systems owned or controlled by BellSouth.
- 1.10 Cost. The term Cost as used herein refers to charges made by BellSouth to Licensee for specific work performed, and shall be (a) the actual charges made by subcontractors to BellSouth for work and/or, (b) if the work was performed by BellSouth employees, the rates set forth in the Price Schedule of the General Terms and Conditions of BellSouth.
- 1.11 Duct. The term Duct refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other Facilities. As used in this Agreement, the term Duct includes Inner-Ducts created by subdividing a Duct into smaller channels.
- 1.12 Facilities. The terms Facility and Facilities refer to any property or equipment utilized in the provision of telecommunication services.
- 1.13 The acronym FCC refers to the Federal Communications Commission.
- 1.14 Handholes. The term Handhole refers to an enclosure, usually below ground level, used for the purpose of installing, operating, and maintaining facilities in a Conduit. A Handhole is too small to permit personnel to physically enter.
- 1.15 Inner-Duct. The term Inner-Duct refers to a pathway created by subdividing a Duct into smaller channels.
- 1.16 Joint User. The term Joint User refers to a utility which has entered into an agreement with BellSouth providing reciprocal rights of attachment of Facilities owned by each party to the Poles, Ducts, Conduits and Rights of Way owned by the other party.
- 1.17 Lashing. The term Lashing refers to the attachment of a Licensee's Sheath or Inner-Duct to a supporting strand.
- 1.18 License. The term License refers to any License issued pursuant to this Agreement and may, if the context requires, refer to Conduit Occupancy or Pole attachment Licenses issued by BellSouth prior to the date of this Agreement.

- 1.19 Licensee. The term Licensee refers to a person or entity which has entered or may enter into an agreement or arrangement with BellSouth permitting such person or entity to place its Facilities in BellSouth's Conduit System or attach its Facilities to BellSouth's Poles or Anchors.
- 1.20 Make-Ready Work. The term Make-Ready Work refers to all work performed or to be performed to prepare BellSouth's Conduit Systems, Poles or Anchors and related Facilities for the requested occupancy or attachment of Licensee's Facilities. Make--Ready work includes, but is not limited to, clearing obstructions (e.g., by rodding Ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing Facilities on a Pole or in a Conduit System where such work is required solely to accommodate Licensee's Facilities and not to meet BellSouth's business needs or convenience. Make--Ready work may require "dig-ups" of existing Facilities and may include the repair, enlargement or modification of BellSouth's Facilities (including, but not limited to, Conduits, Ducts, Handholes and Manholes) or the performance of other work required to make a Pole, Anchor, Conduit or Duct usable for the initial placement of Licensee's Facilities.
- 1.21 Manhole. The term Manhole refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete Manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining Facilities in a Conduit.
- 1.22 Occupancy. The term Occupancy shall refer to the physical presence of telecommunication Facilities in a Duct, on a Pole, or within a Right of Way.
- 1.23 Person Acting on Licensee's Behalf. The terms Person Acting on Licensee's Behalf, personnel performing work on Licensee's behalf, and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms Person Acting on Licensee's Behalf, personnel performing work on Licensee's behalf, and similar terms specifically include, but are not limited to, Licensee, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by Licensee and their respective officers, directors, employees, agents, and representatives.

- 1.24 Person Acting on BellSouth's Behalf. The terms Person Acting on BellSouth's Behalf, personnel performing work on BellSouth's behalf, and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms Person Acting on BellSouth's Behalf, personnel performing work on BellSouth's behalf, and similar terms specifically include, but are not limited to, BellSouth, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of BellSouth and their respective officers, directors, employees, agents, and representatives.
- 1.25 Pole. The term Pole refers to both utility Poles and Anchors but only to those utility Poles and Anchors owned or controlled by BellSouth, and does not include utility Poles or Anchors with respect to which BellSouth has no legal authority to permit attachments by other persons or entities.
- 1.26 Pole Attachment Act. The terms Pole Attachment Act and Pole Attachment Act of 1978 refer to those provisions of the Communications Act of 1934, as amended, now codified as 47 U.S.C. § 224.
- 1.27 Pre-License Survey. The term Pre-License Survey refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a Pole or in a Conduit or Conduit System (including Manholes and Handholes) to accommodate Licensee's Facilities and to determine what Make-Ready Work, if any, is required to prepare the Pole, Conduit or Conduit System to accommodate Licensee's Facilities.
- 1.28 Right of Way (ROW). The term Right of Way/Rights of Way refer(s) to the right to use the land or other property of another party to place Poles, Conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A Right of Way may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.
- 1.29 Sheath. The term Sheath refers to a single outer covering containing communications wires, fibers, or other communications media.
- 1.30 Spare Capacity. The term Spare Capacity refers to any Poles, Conduit, Duct or Inner-Duct not currently assigned or subject to a pending Application for attachment/occupancy. Spare Capacity does not include an Inner-Duct (not to exceed one Inner-Duct per party) reserved by BellSouth, Licensee, or a Third Party for maintenance, repair, or emergency restoration.
- 1.31 State. When capitalized, the term State (as used in terms such as this State) refers to the State of Georgia.



1.32 Third Party. The terms Third Party and Third Parties refer to persons and entities other than Licensee and BellSouth. Use of the term Third Party does not signify that any such person or entity is a party to this Agreement or has any contractual rights hereunder.

## **2. SCOPE OF AGREEMENT**

2.1 Undertaking of BellSouth. BellSouth shall provide Licensee with equal and nondiscriminatory access to Pole space, Conduits, Ducts, and Rights of Way on terms and conditions equal to those provided by BellSouth to itself or to any other telecommunications service provider. Further, BellSouth shall not withhold or delay assignment of such Facilities to Licensee because of the potential or forecasted needs of itself or other parties.

2.2 Attachments and Occupancies Authorized by this Agreement. BellSouth shall issue one or more Licenses to Licensee authorizing Licensee to attach Facilities to BellSouth's owned or controlled Poles and to place Facilities within BellSouth's owned or controlled Conduits, Ducts or Rights of Way under the terms and conditions set forth in this Section and the Telecommunications Act of 1996.

2.2.1 Unless otherwise provided herein, authority to attach Facilities to BellSouth's owned or controlled Poles, to place Facilities within BellSouth's owned or controlled Conduits, Ducts or Rights of Way shall be granted only in individual Licenses granted under this Agreement and the placement or use of such Facilities shall be determined in accordance with such Licenses and procedures established in this Agreement.

2.2.2 Licensee agrees that its attachment of Facilities to BellSouth's owned or controlled Poles, occupancy of BellSouth's owned or controlled Conduits, Ducts or Rights of Way shall take place pursuant to the licensing procedures set forth herein, and BellSouth agrees that it shall not unreasonably withhold or delay issuance of such Licenses.

2.2.3 Licensee may not sublease or otherwise authorize any Third Party to use any part of the BellSouth Facilities licensed to Licensee under this Agreement, except that Licensee may lease its own Facilities to Third Parties, or allow affiliates to overlash cables to Licensee cables. Notwithstanding the above, upon notice to BellSouth, Licensee may permit Third Parties who have an agreement with BellSouth to overlash to existing Licensee attachments in accordance with the terms and conditions of such Third Party's agreement with BellSouth, and Licensee may lease dark fiber to a Third Party.

- 2.3 Licenses. Subject to the terms and conditions set forth in this Agreement, BellSouth shall issue to Licensee one or more Licenses authorizing Licensee to place or attach Facilities in or to specified Poles, Conduits, Ducts or Rights of Way owned or controlled by BellSouth located within this state on a first come, first served basis. BellSouth may deny a License Application if BellSouth determines that the Pole, Conduit or Duct space specifically requested by Licensee is necessary to meet BellSouth's present needs, or is Licensed by BellSouth to another Licensee, or is otherwise unavailable based on engineering concerns. BellSouth shall provide written notice to Licensee within a reasonable time specifying in detail the reasons for denying Licensee's request. BellSouth shall have the right to designate the particular Duct(s) to be occupied, the location and manner in which Licensee's Facilities will enter and exit BellSouth's Conduit System and the specific location and manner of installation for any associated equipment which is permitted by BellSouth to occupy the Conduit System.
- 2.4 Access and Use of Rights-of-Way. BellSouth acknowledges that it is required by the Telecommunications Act of 1996 to afford Licensee access to and use of all associated Rights of Way to any sites where BellSouth's owned or controlled Poles, Manholes, Conduits, Ducts or other parts of BellSouth's owned or controlled Conduit Systems are located.
- 2.4.1 BellSouth shall provide Licensee with access to and use of such Rights of Way to the same extent and for the same purposes that BellSouth may access or use such Rights of Way, including but not limited to access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove Facilities for which Pole attachment, Conduit Occupancy, or ROW use Licenses have been issued, provided that any agreement with a Third Party under which BellSouth holds such rights expressly or impliedly grants BellSouth the right to provide such rights to others.
- 2.4.2 Where BellSouth notifies Licensee that BellSouth's agreement with a Third Party does not expressly or impliedly grant BellSouth the ability to provide such access and use rights to others, upon Licensee's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Licensee. Licensee agrees to reimburse BellSouth for the reasonable and demonstrable Costs incurred by BellSouth in obtaining such rights for Licensee.
- 2.4.3 In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated in 2.4.1 and BellSouth, despite its best efforts, is unable to secure such access and use rights for Licensee in accordance with 2.4.2, or, in the case where Licensee elects not to invoke its rights under 2.4.1 or 2.4.2, Licensee shall be responsible for obtaining such permission to access and use such Rights of Way. BellSouth shall cooperate with Licensee in obtaining such permission and shall not prevent or delay any Third Party assignment of ROW's to Licensee.

- 2.4.4 Where BellSouth has any ownership or Rights of Way to buildings or building complexes, or within buildings or building complexes, BellSouth shall offer to Licensee through a License or other attachment.
- 2.4.4.1 The right to use any available space owned or controlled by BellSouth in the building or building complex to install Licensee equipment and Facilities; and
- 2.4.4.2 Ingress and egress to such space.
- 2.4.5 Except to the extent necessary to meet the requirements of the Telecommunications Act of 1996, neither this Agreement nor any License granted hereunder shall constitute a conveyance or assignment of any of either party's rights to use any public or private Rights of Way, and nothing contained in this Agreement or in any License granted hereunder shall be construed as conferring on one party any right to interfere with the other party's access to any such public or private Rights of Way.
- 2.5 No Effect on BellSouth's Right to Convey Property. Nothing contained in this Agreement or in any License issued hereunder shall in any way affect the right of BellSouth to convey to any other person or entity any interest in real or personal property, including any Poles, Conduit or Ducts to or in which Licensee has attached or placed Facilities pursuant to Licenses issued under this Agreement provided however that BellSouth shall give Licensee reasonable advance written notice of such intent to convey.
- 2.6 No Effect on BellSouth's Rights to Manage its Own Facilities. This Agreement shall not be construed as limiting or interfering with BellSouth's rights set forth below, except to the extent expressly provided by the provisions of this Agreement or Licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:
- 2.6.1 To locate, relocate, move, replace, modify, maintain, and operate BellSouth's own Facilities within BellSouth's Conduits, Ducts or rights-of way or any of BellSouth's Facilities attached to BellSouth's Poles at any time and in any reasonable manner which BellSouth deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or
- 2.6.2 To enter into new agreements or arrangements with other persons or entities permitting them to attach or place their Facilities to or in BellSouth's Poles, Conduits or Ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not substantially interfere with Licensee's Pole attachment, Conduit Occupancy or ROW use, rights provided by Licenses issued pursuant to this Agreement.

- 2.7 No Effect on Licensee's Rights to Manage its Own Facilities. This Agreement shall not be construed as limiting or interfering with Licensee's rights set forth below, except to the extent expressly provided by the provisions of this Agreement or Licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:
- 2.7.1 To locate, relocate, move, replace, modify, maintain, and operate its own Facilities within BellSouth's Conduits, Ducts or Rights of Way or its Facilities attached to BellSouth's Poles at any time and in any reasonable manner which Licensee deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or
- 2.7.2 To enter into new agreements or arrangements with other persons or entities permitting Licensee to attach or place its Facilities to or in such other persons' or entities' Poles, Conduits or Ducts, or Rights of Way; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not conflict with Licensee's obligations under Licenses issued pursuant to this Agreement.
- 2.8 No Right to Interfere with Facilities of Others. The provisions of this Agreement or any License issued hereunder shall not be construed as authorizing either party to this Agreement to rearrange or interfere in any way with any of the other party's Facilities, with the Facilities of other persons or entities, or with the use of or access to such Facilities by such other party or such other persons or entities, except to the extent expressly provided by the provisions of this Agreement or any License issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.
- 2.8.1 Licensee acknowledges that the Facilities of persons or entities other than BellSouth and Licensee may be attached to or occupy BellSouth's Poles, Conduits, Ducts and Rights of Way.
- 2.8.2 BellSouth shall not attach, or give permission to any third parties to attach Facilities to, existing Licensee Facilities without Licensee's prior written consent. If BellSouth becomes aware of any such unauthorized attachment to Licensee Facilities, BellSouth shall use its best efforts to rectify the situation as soon as practicable.

2.8.3 With respect to Facilities occupied by Licensee or the subject of an Application for attachment by Licensee, BellSouth will give to Licensee 60 days' written notice for Conduit extensions or reinforcements, 60 days' written notice for Pole line extensions, 60 days' written notice for Pole replacements, and 60 days' written notice of BellSouth's intention to construct, reconstruct, expand or place such Facilities or of BellSouth's intention not to maintain or use any existing Facility. Where BellSouth elects to abandon or remove BellSouth Facilities, the Facilities will be offered to existing occupants on a first-in, first-right to maintain basis. The party first electing to exercise this option will be required to execute the appropriate agreement with BellSouth to transfer (purchase agreement) ownership from BellSouth to new party, subject to then-existing licenses pertaining to such Facilities. If no party elects to maintain such Facilities, all parties will be required to remove their existing Facilities within ninety (90) days of written notice from BellSouth. If an emergency or provisions of an applicable joint use agreement require BellSouth to construct, reconstruct, expand or replace Poles, Conduits or Ducts occupied by Licensee or the subject of an Application for attachment by Licensee, BellSouth will notify Licensee as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable Licensee, if it so desires, to request that a Pole, Conduit or Duct of greater height or capacity be utilized to accommodate an anticipated Facility need of Licensee.

2.8.4 Upon request and at Licensee's expense, BellSouth shall remove any retired cable from Conduit Systems to allow for the efficient use of Conduit space within a reasonable period of time. BellSouth retains salvage rights on any cable removed. In order to safeguard its structures and Facilities, BellSouth reserves the right to remove retired cables and is under no obligation to allow Licensee the right to remove such cables. Based on sound engineering judgement, there may be situations where it would neither be feasible nor practical to remove retired cables.

2.9 Assignment of Space. Assignment of space on Poles, in Conduits or Ducts and within ROW's will be made pursuant to Licenses granted by BellSouth on an equal basis to BellSouth, Licensee and other telecommunication service providers.

### **3. REQUIREMENTS AND SPECIFICATIONS**

3.1 Published Standards Incorporated in this Section by Reference. Licensee agrees that its Facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications, each of which is incorporated by reference as part of this Section :

- 3.1.1 The Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Telcordia Technologies, f/k/a Bell Communications Research, Inc. ("BellCore"), and sometimes referred to as the "Blue Book";
- 3.1.2 The National Electrical Code (NEC); and
- 3.1.3 The National Electrical Safety Code (NESC).
- 3.2 Changes in Published Standards. Licensee agrees to rearrange its Facilities in accordance with changes in the standards published in the publications specified in Article 3.1 of this Agreement if required by law to do so or upon the mutual agreement of the parties.
- 3.3 Additional Electrical Design Specifications. Licensee agrees that, in addition to specifications and requirements referred to in Article 3.1 above, Licensee's Facilities placed in BellSouth's Conduit System shall meet all of the following electrical design specifications:
  - 3.3.1 No Facility shall be placed in BellSouth's Conduit System in violation of FCC regulations.
  - 3.3.2 Licensee's Facilities placed in BellSouth's Conduit System shall not be designed to use the earth as the sole conductor for any part of Licensee's circuits.
  - 3.3.3 Licensee's Facilities carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded Sheath or shield.
  - 3.3.4 No coaxial cable of Licensee shall occupy a Conduit System containing BellSouth's cable unless such cable of Licensee meets the voltage limitations of Article 820 of the National Electrical Code.
  - 3.3.5 Licensee's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half amperes and where such cable has two separate grounded metal Sheaths or shields and a suitable insulating jacket over the outer Sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer Sheath shall not exceed 200 micro amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.
  - 3.3.6 Neither party shall circumvent the other party's corrosion mitigation measures. Each party's new Facilities shall be compatible with the other party's Facilities so as not to damage any Facilities of the other party by corrosion or other chemical reaction.

- 3.4 Additional Physical Design Specifications. Licensee's Facilities placed in BellSouth's Conduit System must meet all of the following physical design specifications:
- 3.4.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in BellSouth's Conduit or Ducts.
- 3.4.2 The integrity of BellSouth's Conduit System and overall safety of BellSouth's personnel and other personnel working in BellSouth's Conduit System requires that "dielectric cable" be required when Licensee's cable Facility utilizes an alternative Duct or route that is shared in the same trench by any current carrying Facility of a power utility.
- 3.4.3 New construction splices in Licensee's fiber optic and twisted pair cables shall be located in Manholes, pull boxes or Handholes.
- 3.5 Additional Specifications Applicable to Connections. The following specifications apply to connections of Licensee's Conduit to BellSouth's Conduit System:
- 3.5.1 Licensee will be permitted to connect its Conduit or Duct only at the point of a BellSouth Manhole. No attachment will be made by entering or breaking into Conduit between Manholes. All necessary work to install Licensee Facilities will be performed by Licensee or its contractor at Licensee's expense. In no event shall Licensee or its contractor "core bore" or make any other modification to BellSouth Manhole(s) without the prior written approval of BellSouth, which approval will not be unreasonably delayed or withheld.
- 3.5.2 BellSouth may monitor, at Licensee's expense, the entrance and exit of Licensee's Facilities into BellSouth's Manholes and the placement of Licensee's Facilities in BellSouth's Manholes.
- 3.5.3 If Licensee constructs or utilizes a Duct connected to BellSouth's Manhole, the Duct and all connections between that Duct and BellSouth's Manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into BellSouth's Conduit System. If Licensee's Duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into BellSouth's Conduit System.

- 3.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally. Duct clearing, rodding or modifications required to grant Licensee access to BellSouth's Conduit Systems may be performed by BellSouth at Licensee's expense at charges which represent BellSouth's actual Costs. Alternatively (at Licensee's option) such work may be performed by a contractor who demonstrates compliance with BellSouth certification requirements, which certification requirements shall be consistent with F.C.C. rules. The parties acknowledge that Licensee, its contractors, and other persons acting on Licensee's behalf will perform work for Licensee (e.g., splicing Licensee's Facilities) within BellSouth's Conduit System. Licensee represents and warrants that neither Licensee nor any Person Acting on Licensee's Behalf shall permit any person to climb or work on or in any of BellSouth's Poles or to enter BellSouth's Manholes or work within BellSouth's Conduit System unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to Pole or the Conduit Systems and to perform the work safely.
- 3.6.1 Licensee's Facilities within BellSouth's Conduit System shall be constructed, placed, rearranged, modified, and removed upon receipt of License specified in 5.1. However, no such License will be required for the inspection, maintenance, repair or non-physical modifications of Licensee's Facilities.
- 3.6.2 Rodding or clearing of Ducts in BellSouth's Conduit System shall be done only when specific authorization for such work has been obtained in advance from BellSouth, which authorization shall not be unreasonably delayed or withheld by BellSouth. The parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. Licensee may contract with BellSouth for performance of such work or (at Licensee's option) with a contractor who demonstrates compliance with BellSouth certification requirements.
- 3.6.3 Personnel performing work on BellSouth's or Licensee's behalf in BellSouth's Conduit System shall not climb on, step on, or otherwise disturb the other party's or any Third Party's cables, air pipes, equipment, or other Facilities located in any Manhole or other part of BellSouth's Conduit System.
- 3.6.4 Personnel performing work on BellSouth's or Licensee's behalf within BellSouth's Conduit System (including any Manhole) shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable Sheathing and other materials brought by them to the work site.
- 3.6.5 All of Licensee's Facilities shall be firmly secured and supported in accordance with BellCore and industry standards.
- 3.6.6 Identification of Facilities in Conduit/Manholes. Licensee's Facilities shall be plainly identified with Licensee's name in each Manhole with a firmly affixed permanent tag that meets standards set by BellSouth for its own Facilities.



- 3.6.6.1 Identification of Pole Attachments. Licensee's Facilities attached to BellSouth Poles shall be plainly identified with Licensee's name firmly affixed at each Pole by a permanent tag that meet industry standards.
- 3.6.7 Manhole pumping and purging required in order to allow Licensee's work operations to proceed shall be performed by a vendor approved by BellSouth in compliance with BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures," and any amendments, revisions or supplements thereto and in compliance with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators.
- 3.6.8 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.
- 3.6.9 Any leak detection liquid or device used by Licensee or personnel performing work on Licensee's Facilities within BellSouth's Conduit System shall be of a type approved by BellSouth or BellCore.
- 3.6.10 When Licensee or personnel performing work on Licensee's behalf are working within or in the vicinity of any part of BellSouth's Poles or Conduit System which is located within, under, over, or adjacent to streets, highways, alleys or other traveled Rights of Way, Licensee and all personnel performing work on Licensee's behalf shall follow procedures which Licensee deems appropriate for the protection of persons and property. Licensee shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. Licensee will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. BellSouth shall have no responsibility for the safety of personnel performing work on Licensee's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. BellSouth reserves the right to suspend Licensee's activities on, in or in the vicinity of BellSouth's Poles or Conduit System if, in BellSouth's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of Licensee or any personnel performing work on Licensee's behalf, which suspension shall cease when the condition has been rectified.
- 3.6.11 Except for protective screens, no temporary cover shall be placed by Licensee or personnel performing work on Licensee's behalf over an open Manhole unless it is at least four feet above the surface level of the Manhole opening.
- 3.6.12 Smoking or the use of any open flame is prohibited in BellSouth's Manholes, in any other portion of BellSouth's Conduit System, or within 10 feet of any open Manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.

- 3.6.13 Artificial lighting, when required, will be provided by Licensee. Only explosion-proof lighting fixtures shall be used.
- 3.6.14 Neither Licensee nor personnel performing work on Licensee's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in BellSouth's Conduit System (including any Manhole) during work operations performed within or in the vicinity of BellSouth's Conduit System.
- 3.6.15 Licensee will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in BellSouth's Manholes, in any other portions of BellSouth's Conduit System, or within 10 feet of any open Manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like.
- 3.7 Opening of Manholes. The following requirements apply to the opening of BellSouth's Manholes and the authority of BellSouth personnel present when work on Licensee's behalf is being performed within or in the vicinity of BellSouth's Conduit System.
  - 3.7.1 BellSouth's Manholes shall be opened only as permitted by BellSouth's authorized employees or agents, which permission shall not be unreasonably denied or delayed.
  - 3.7.2 Licensee shall notify BellSouth forty-eight (48) hours in advance of any routine work operation requiring entry into any of BellSouth's Manholes.
  - 3.7.3 Licensee shall be responsible for obtaining any necessary authorization from appropriate authorities to open Manholes for Conduit work operations therein.
  - 3.7.4 BellSouth's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site. The presence of BellSouth's authorized employee or agent at the work site shall not relieve Licensee or personnel performing work on Licensee's behalf of their responsibility to conduct all work operations within BellSouth's Conduit System in a safe and workmanlike manner.
  - 3.7.5 Although BellSouth's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site, BellSouth's employee or agent shall have the authority to suspend Licensee's work operations within BellSouth's Conduit System if, in the reasonable discretion of such BellSouth employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by Licensee or personnel performing work on Licensee's behalf.
- 3.8 OSHA Compliance: Notice to BellSouth of Unsafe Conditions. Licensee agrees that:
  - 3.8.1 Its Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder;

- 3.8.2 All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors shall, when working on or within BellSouth's Poles or Conduit System, comply with OSHA and all rules and regulations thereunder;
- 3.8.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this section; and
- 3.8.4 Licensee (and any Person Acting on Licensee's Behalf) may report unsafe conditions on, in or in the vicinity of BellSouth's Poles or Conduit System to BellSouth.
- 3.9 Compliance with Environmental Laws and Regulations. Licensee acknowledges that, from time to time, environmental contaminants may enter BellSouth's Conduit System and accumulate in Manholes or other Conduit Facilities and that certain Conduits (transite) are constructed with asbestos-containing materials. If BellSouth has knowledge of the presence of such contaminants in a Conduit for which Licensee has applied for or holds a License, BellSouth will promptly notify Licensee of such fact.

Notwithstanding any of BellSouth's notification requirements in this Attachment, Licensee acknowledges that some of BellSouth's Conduit is fabricated from asbestos-containing materials. Such Conduit is generally marked with a designation of "C Fiber Cement Conduit," "Transite," or "Johns-Manville." Until proven otherwise, Licensee will presume that all Conduit not fabricated of plastic, tile, or wood is asbestos-containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment. BellSouth makes no representations to Licensee or personnel performing work on Licensee's behalf that BellSouth's Conduit System or any specific portions thereof will be free from environmental contaminants at any particular time. The acknowledgments and representations set forth in the two preceding sentences are not intended to relieve BellSouth of any liability which it would otherwise have under applicable law for the presence of environmental contaminants in its Conduit Facilities. Licensee agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

- 3.9.1 Licensee's Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 9601 et. seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601-2629), the Clean Water Act (33 U.S.C. §§ 1251 et. seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j).

- 3.9.2 All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of BellSouth's Poles or Conduit System, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.
- 3.9.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this section. BellSouth will be afforded a reasonable opportunity to review such procedures and controls and provide comments that will be reasonably considered in advance of their implementation. Review and comment by BellSouth pursuant to this section will be provided in a timely manner.
- 3.9.4 Licensee and all personnel performing work on Licensee's behalf shall comply with such standards and practices as BellSouth and Licensee may from time to time mutually agree to adopt to comply with environmental laws and regulations including, without limitation, BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures". Pursuant to this practice, neither Licensee nor BellSouth nor personnel performing work on either party's behalf shall discharge water or any other substance from any BellSouth Manhole or other Conduit Facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. No such waste material shall be deposited on BellSouth premises for storage or disposal.
- 3.10 Compliance with Other Governmental Requirements. Licensee agrees that its Facilities attached to BellSouth's Facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. Licensee shall comply with all statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. Licensee shall establish appropriate procedures and controls to assure such compliance by all persons acting on Licensee's behalf, including but not limited to, Licensee's employees, agents, contractors, and subcontractors.
- 3.11 Differences in Standards or Specifications. To the extent that there may be differences in any applicable standards or specifications referred to in this Article 3, the most stringent standard or specification shall apply.

3.12 Licensee Solely Responsible for the Condition of Its Facilities. Licensee shall be responsible at all times for the condition of its Facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified above. In this regard, BellSouth shall have no duty to Licensee to inspect or monitor the condition of Licensee's Facilities (including but not limited to splices and other Facilities connections) located within BellSouth's Conduit and Ducts or any attachment of Licensee's Facilities to BellSouth's Poles, Anchors, Anchor/Guy Strands or other Pole Facilities. BellSouth may, however, conduct such inspections and audits of its Poles and Conduit System as BellSouth determines reasonable or necessary. Such inspection and audits shall be conducted at BellSouth's expense with the exception of (1) follow-up inspection to confirm remedial action after an observed Licensee violation of the requirements of this Agreement; and (2) inspection of Licensee Facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the Cost shall be borne by Licensee. Either party may audit the other party's compliance with the terms of this Section. Observed safety hazards or imminent Facility failure conditions of another party shall be reported to the affected party where such party can be readily identified.

3.13 Efficient use of Conduit. BellSouth will install Inner-Ducts to increase Duct space in existing Conduit as Facilities permit. The full complement of Inner-Ducts will be installed which can be accommodated under sound engineering principles. The number of Inner-Ducts which can reasonably be installed will be determined by BellSouth.

#### **4. ADDITIONAL LEGAL REQUIREMENTS**

4.1 Third Party Property Owners. Licenses granted under this Section authorize Licensee to place Facilities in, or attach Facilities to, Poles, Conduits and Ducts owned or controlled by BellSouth but do not affect the rights of landowners to control terms and conditions of access to their property.

4.1.1 Licensee agrees that neither Licensee nor any persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of BellSouth's Poles or Conduit System, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove Licensee's Facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on Licensee's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

- 4.2 Required Permits, Certificates and Licenses. Licensee shall be responsible for obtaining any building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its Facilities on public or private property.
- 4.2.1 Licensee shall not attach or place its Facilities to or in BellSouth's Poles, Conduit or Duct located on any property for which it or BellSouth has not first obtained all required authorizations.
- 4.2.2 BellSouth shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay BellSouth's Pre-License Survey work.
- 4.3 Lawful Purposes. All Facilities placed by Licensee in BellSouth's Conduit and Ducts or on BellSouth's Poles, Anchors or Anchor/Guy Strands must serve a lawful purpose and the uses made of Licensee's Facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements. In this regard, Licensee shall not utilize any Facilities occupying or attached to BellSouth's Conduits, Ducts or Poles for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.

## **5. FACILITIES AND LICENSES**

- 5.1 Licenses Required. Before placing any Facilities in BellSouth's Conduits or Ducts or attaching any Facilities to BellSouth's Poles, Anchors or Anchor/Guy Strands, Licensee must first apply for and receive a written License from BellSouth.
- 5.2 Provision of Records and Information to Licensee. In order to obtain information regarding Facilities, Licensee shall make a written request to BellSouth, identifying with reasonable specificity the geographic area for which Facilities are required, the types and quantities of the required Facilities and the required in-service date. In response to such request, BellSouth shall provide Licensee with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of BellSouth Poles, Conduit and right-of-way located within the geographic area specified by Licensee. Provision of information under the terms of this section shall include the right of Licensee employees or agents to inspect and copy engineering records or drawings which pertain to those Facilities within the geographic area identified in Licensee's request. Such inspection and copying shall be done at a time and place listed in Appendix II of this agreement.. The Costs of producing and mailing copies of records, which are to be paid by Licensee, are on an individual case basis. The components which make up the total Costs are actual:

- 1) BellSouth employee Costs based on the time spent researching, reviewing and copying records
- 2) Copying Costs
- 3) Shipping Costs

5.3 No Warranty of Record Information. Licensee acknowledges that records and information provided by BellSouth pursuant to paragraph 5.2 may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant Facilities and Right of Way. In providing such records and information, BellSouth assumes no liability to Licensee or any Third Party for errors/omissions contained therein.

5.4 Determination of Availability. BellSouth shall provide Pole, Conduit and right-of-way availability information in response to a request from Licensee which identifies with reasonable specificity the Facilities for which such information is desired. Licensee may elect to be present at any field based survey of Facilities identified pursuant to this paragraph and BellSouth shall provide Licensee at least forty-eight (48) hours notice prior to initiating such field survey. Licensee employees or agents shall be permitted to enter BellSouth Manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours notice to BellSouth, with a BellSouth representative present and at Licensee's expense.

5.5 Assignment of Conduit, Duct and Pole Space. BellSouth shall not unreasonably deny or delay issuance of any License and, in any event, BellSouth shall issue such License as follows: (a) after the determination has been made that Make-Ready Work is not required, or (b) completion of Make-Ready Work.

5.5.1 No Make-Ready Work Required. If BellSouth determines that no Make-Ready Work is required, BellSouth shall approve Applications for Pole attachment and Conduit Occupancy Licenses and issue such Licenses within twenty (20) business days after the determination has been made that no Make-Ready Work is required, but in no event later than 45 days after BellSouth receives Licensee's Application, which period shall exclude any time BellSouth is awaiting a response from Licensee.

5.5.2 Make-Ready Work Required. If Make-Ready Work is to be performed by BellSouth, such available space shall remain in effect until make-ready costs are presented to Licensee and approval by Licensee pursuant to the time frames herein stated in 6.2. If Licensee approves BellSouth's make-ready costs, Licensee shall have twelve (12) months from the date of Application approval to install its Facilities.

If Licensee rejects BellSouth's costs for Make-Ready Work, but then elects to perform the Make-Ready Work itself or through a contractor or if Licensee elects from the time of Application to perform the Make-Ready Work itself or through a contractor, Licensee shall install its Facilities within twelve (12) months from the date that Licensee informs BellSouth that Licensee will perform Make-Ready Work. In the event Licensee does not install its Facilities within the time frames set out in this Section 5.5, the assignment shall be void and such space shall become available.

## **6. MAKE-READY WORK**

- 6.1 Work Performed by BellSouth. If performed by BellSouth, Make-Ready Work to accommodate Licensee's Facilities shall be included in the normal work load schedule of BellSouth with construction responsibilities in the geographic areas where the relevant Poles or Conduit Systems are located and shall not be entitled to priority, advancement, or preference over other work to be performed by BellSouth in the ordinary course of BellSouth's business.
- 6.1.1 If Licensee desires Make-Ready Work to be performed on an expedited basis and BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If Licensee accepts BellSouth's offer, Licensee shall pay such additional charges.
- 6.2 All charges for Make-Ready Work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth. BellSouth will begin Make-Ready Work required to accommodate Licensee after receipt of Licensee's make-ready payment.
- 6.3 Work Performed by Certified Contractor. In lieu of obtaining performance of Make-Ready Work by BellSouth, Licensee at its option may arrange for the performance of such work by a contractor certified by BellSouth to work on or in its Facilities. Certification shall be granted based upon reasonable and customary criteria employed by BellSouth in the selection of its own contract labor. Notwithstanding any other provisions of this Section, Licensee may not employ a contractor to accomplish Make-Ready Work if BellSouth is likewise precluded from contractor selection under the terms of an applicable joint use agreement or collective bargaining agreement. In accordance with section 3.6.7, all Manhole pumping and purging shall be performed by a vendor approved by BellSouth.
- 6.4 Completion of Make-Ready Work. BellSouth will issue a License to Licensee at the time all Make-Ready Work necessary to Licensee's attachment or occupancy has been completed.



## 7. APPLICATION FORM AND FEES

- 7.1 Application Process. To apply for a License under this Attachment, Licensee shall submit the appropriate BellSouth administrative form(s), per Exhibit 2, (two (2) sets of each and either a route map specifically indicating Licensee desired route or engineered drawings are to be included). Licensee has the option of (1) requesting copies of BellSouth records only, (2) requesting a records and/or field survey to determine availability, and/or (3) requesting a make-ready estimate. Before the Application and Conduit Occupancy License or Application and Pole Attachment License form is approved for attachment, Make-Ready Work must be complete or a records or field survey has determined that Make-Ready Work is not required. Licensee shall submit with Licensee's License Application a proposed or estimated construction schedule as set forth below in Section 10. BellSouth will process License Applications in the order in which they are received; provided, however, that when Licensee has multiple Applications on file with BellSouth, Licensee may designate its desired priority of completion of Pre-License Surveys and Make-Ready Work with respect to all such applications

BellSouth will process License Applications in the order in which they are received; provided, however, that when Licensee has multiple Applications on file with BellSouth, Licensee may designate its desired priority of completion of pre-licenses and Make-Ready Work with respect to all such Applications.

- 7.1.1 Each Application for a License under this Section shall specify the proposed route of Licensee's Facilities and identify the Conduits and Ducts or Poles and Pole Facilities along the proposed route in which Licensee desires to place or attach its Facilities, and describe the physical size, weight and jacket material of the cable which Licensee desires to place in each Conduit or Duct or the number and type of cables, apparatus enclosures and other Facilities which Licensee desires to attach to each Pole.
- 7.1.2 Each Application for a License under this Section shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in 10.1 of this Agreement, and an indication of whether Licensee will, at its option, perform its own Make-Ready Work.

7.2

Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities. Licensee may include multiple cables in a single License Application and multiple services (e.g., CATV and non-CATV services) may be provided by Licensee in the same cable Sheath. Licensee's Lashing additional cable to existing Facilities and placing additional cables in Conduits or Ducts already occupied by Licensee's Facilities shall be permitted, and no additional fees will be applied; provided, however, that if Licensee desires to lash additional cable to existing Facilities of a Third Party, Licensee shall provide BellSouth with reasonable notice, and shall obtain written permission from the owner of the existing Facilities. If BellSouth determines that the requested Lashing would violate safety or engineering requirements, BellSouth shall provide written notice to Licensee within a reasonable time specifying in detail BellSouth's findings. If Licensee desires to place additional cables in Conduits or Ducts which are already occupied, or to replace existing Facilities with new Facilities substantially different from those described in Licenses in effect, Licensee must apply for and acquire a new License specifically describing the physical size, weight and jacket material of the cable to be placed in BellSouth's Conduits and Ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other Facilities to be attached to BellSouth Poles.

7.3 Each party hereby designates the employees named below as their single point of contact for any and all purposes of this Section, including, but not limited to, processing Licenses and Applications and providing records and information. Each party may at any time designate a new point of contact by giving written notice of such change.

		Notices	Billing Address
<i>To Licensee as follows:</i>			
Contact			
Title			
Company			
Address			
Address			
City, State, and Zip Code			
Telephone			
Facsimile			
<i>with a copy to:</i>			
<i>and to Licensor as follows:</i>			
Contact		Arthur B. Williams	
Title		Manager	
Company		BellSouth Telecommunications, Inc.	
Address		North W3D2	
Address		3535 Colonnade Parkway	
City, State, and Zip Code		Birmingham, AL 35243	
Telephone		(205) 977-5068	
Facsimile		(205) 977-7997	

**8. PROCESSING OF APPLICATIONS (INCLUDING PRELICENSE SURVEYS AND FIELD INSPECTIONS)**

- 8.1 Licensee's Priorities. When Licensee has multiple Applications on file with BellSouth, Licensee shall designate its desired priority of completion of Pre-License Surveys and Make-Ready Work with respect to all such Applications.
- 8.2 Prelicense Survey. After Licensee has submitted its written Application for a License, a Pre-License Survey (including a field inspection) will be performed by either party, in the company of a representative of the other party as mutually agreed, to determine whether BellSouth's Poles, Anchors and Anchor/Guy Strands, or Conduit System, in their present condition, can accommodate Licensee's Facilities, without substantially interfering with the ability of BellSouth or any other authorized person or entity to use or access the Pole, Anchor or Anchor/Guy Strand or any portion of BellSouth's Conduit System or Facilities attached to BellSouth's Pole or placed within or connected to BellSouth's Conduit System. If Pre-License Survey is to be conducted by BellSouth, BellSouth will provide Licensee a Cost, based on its review of Licensee's Application request, to perform the Pre-License Survey. BellSouth will submit to Licensee Costs to complete the Pre-License Survey; after receipt of Licensee's payment of Pre-License Survey Costs, BellSouth will schedule the survey. If Licensee gives its prior written consent in writing, the determination of Duct availability may include the rodding of Ducts at Licensee's expense.
- 8.2.1 The purpose of the Pre-License Survey is to determine whether Licensee's proposed attachments to BellSouth's Poles or occupancy of BellSouth's Conduit and Ducts will substantially interfere with use of BellSouth's Facilities by BellSouth and others with Facilities occupying, connected or attached to BellSouth's Pole or Conduit System; and to provide information to Licensee for its determination of whether the Pole, Anchor, Anchor/Guy Strand, Conduit, Duct, or Right-of-Way is suitable for its use.
- 8.2.2 Based on information provided by BellSouth, Licensee shall determine whether BellSouth's Pole, Anchor, Anchor/Guy Strand, Conduit and Duct Facilities are suitable to meet Licensee's needs.
- 8.2.3 BellSouth may not unreasonably refuse to continue to process an Application based on BellSouth's determination that Licensee's proposed use of BellSouth's Facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. Licensee shall be responsible for making its own, independent determination that its use of such Facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. Licensee acknowledges that BellSouth is not explicitly or implicitly warranting to Licensee that Licensee's proposed use of BellSouth's Facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

8.3 Administrative Processing. The administrative processing portion of the Pre-License Survey (which includes without limitation processing the Application, preparing Make-Ready Work orders, notifying Joint Users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of BellSouth and/or other Licensed Facilities) will be performed by BellSouth at Licensee's expense. Anything to the contrary herein notwithstanding, BellSouth shall bear no responsibility for the relocation, rearrangement or removal of Facilities used for the transmission or distribution of electric power.

## 9. **ISSUANCE OF LICENSES**

9.1 Obligation to Issue Licenses. BellSouth shall issue a License to Licensee pursuant to this Article 5.1. BellSouth and Licensee acknowledge that each Application for a License shall be evaluated on an individual basis. Nothing contained in this section shall be construed as abridging any independent Pole attachment rights or Conduit or Duct access rights which Licensee may have under the provisions of any applicable federal or state laws or regulations governing access to BellSouth's Poles, Conduits and Ducts, to the extent the same are not inconsistent with the Telecommunications Act of 1996. Each License issued hereunder shall be for an indefinite term, subject to Licensee's compliance with the provisions applicable to such License and further subject to Licensee's right to terminate such License at any time for any reason upon at least thirty (30) days' prior written notice.

9.1.1 Issuance of Licenses When No Make-Ready Work is Required Moved to 5.5.1.

9.2 Multiple Applications. Licensee acknowledges that multiple parties including BellSouth may seek to place their Facilities in BellSouth's Conduit and Ducts or make attachments to Poles at or about the same time, that the Make-Ready Work required to prepare BellSouth's Facilities to accommodate multiple applicants may differ from the Make-Ready Work required to accommodate a single applicant, that issues relating to the proper apportionment of Costs arise in multi-applicant situations that do not arise in single-applicant situations, and that cooperation and negotiations between all applicants and BellSouth may be necessary to resolve disputes involving multiple Applications for permission to place Facilities in/on the same Pole, Conduit, Duct, or right-of-way.

9.2.1 All Applications will be processed on a first-come, first-served basis.

9.3 Agreement to Pay for All Make-Ready Work Completed. Licensee's submission of written authorization for Make-Ready Work shall also constitute Licensee's agreement to pay additional cost-based charges, if any, for completed Make-Ready Work.

- 9.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Licensee shall make arrangements with the owners of other Facilities located in or connected to BellSouth's Conduit System or attached to BellSouth's Poles, Anchors or Anchor/Guy Strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their Facilities to accommodate the placement or attachment of Licensee's Facilities in or to BellSouth's structures.
- 9.5 Make-Ready Work on an Expedited Basis. If Licensee is willing to authorize BellSouth to perform Make-Ready Work on an expedited basis, and if BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If Licensee accepts BellSouth's offer, Licensee shall pay such additional charges, if any. All charges for Make-Ready Work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth. After receipt of payment, BellSouth will schedule the work for completion.
- 9.6 License. When Licensee's Application for a Pole attachment or Conduit Occupancy License is approved, and all required Make-Ready Work completed, BellSouth will execute and return a signed authorization to Licensee, as appropriate, authorizing Licensee to attach or place the specified Facilities on BellSouth's Poles or in BellSouth's Conduit or Ducts.
- 9.6.1 Each License issued under this Section shall authorize Licensee to attach to BellSouth's Poles or place or maintain in BellSouth's Conduit or Ducts only those Facilities specifically described in the License, and no others.
- 9.6.2 Except as expressly stated to the contrary in individual Licenses issued hereunder, each License issued pursuant to this Section shall incorporate all terms and conditions of this Section whether or not such terms or conditions are expressly incorporated by reference on the face of the License itself.

## **10. CONSTRUCTION OF LICENSEE'S FACILITIES**

- 10.1 Construction Schedule. Licensee shall submit with Licensee's License Application a proposed or estimated construction schedule. Promptly after the issuance of a License permitting Licensee to attach Facilities to BellSouth's Poles or place Facilities in BellSouth's Conduit or Ducts, Licensee shall provide BellSouth with an updated construction schedule and shall thereafter keep BellSouth informed of significant anticipated changes in the construction schedule. Construction schedules required by this Section shall include, at a minimum, the following information:
- 10.1.1 The name, title, business address, and business telephone number of the manager responsible for construction of the Facilities;
- 10.1.2 The names of each contractor and subcontractor which will be involved in the construction activities;

- 10.1.3 The estimated dates when construction will begin and end; and
- 10.1.4 The approximate dates when Licensee or persons acting on Licensee's behalf will be performing construction work in connection with the placement of Licensee's Facilities in BellSouth's Conduit or Ducts.
- 10.2 Additional Pre-construction Procedures for Facilities Placed in Conduit System. The following procedures shall apply before Licensee places Facilities in BellSouth's Conduit System:
- 10.2.1 Licensee shall give written notice of the type of Facilities which are to be placed; and
- 10.2.2 BellSouth shall designate the particular Duct or Ducts or inner ducts (if Available) to be occupied by Licensee's Facilities, the location and manner in which Licensee's Facilities will enter and exit BellSouth's Conduit System, and the specific location and manner of installation of any associated equipment which is permitted by BellSouth to occupy the Conduit System. Licensee may not occupy a Duct other than the specified Duct without the express written consent of BellSouth. BellSouth shall provide to Licensee space in Manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.
- 10.3 BellSouth Not Responsible for Constructing or Placing Facilities. BellSouth shall have no obligation to construct any Facilities for Licensee or to attach Licensee's Facilities to, or place Licensee's Facilities in, BellSouth's Poles or Conduit System, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided in this Section, any License issued hereunder, or by the Telecommunications Act of 1996 or any other applicable law.
- 10.4 Licensee Responsible for Constructing, Attaching and Placing Facilities. Except where otherwise mutually agreed by Licensee and BellSouth, Licensee shall be responsible for constructing its own Facilities and attaching those Facilities to, or placing them in BellSouth's Poles, Conduit or Ducts at Licensee's sole Cost and expense. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of Licensee's Facilities and for directing the activities of all persons acting on Licensee's behalf while they are physically present on BellSouth's Pole, in any part of BellSouth's Conduit System or in the vicinity of BellSouth's Poles or Conduit System.
- 10.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements. Licensee shall construct its Facilities in accordance with the provisions of this Section and all Licenses issued hereunder.
- 10.5.1 Licensee shall construct, attach and place its Facilities in compliance with all Requirements and Specifications set forth above in this Agreement.

- 10.5.2 Licensee shall satisfy all Legal Requirements set forth above in this Agreement.
- 10.5.3 Licensee shall not permit any Person Acting on Licensee's Behalf to perform any work on BellSouth's Poles or within BellSouth's Conduit System without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the Pole or Conduit System is suitable for the work to be performed. If Licensee or any person working on Licensee's behalf determines that the condition of the Pole or Conduit System is not suitable for the work to be performed, Licensee shall notify BellSouth of the condition of the Pole or Conduit System in question and shall not proceed with construction activities until Licensee is satisfied that the work can be safely performed.
- 10.6 Construction Notices. If requested to do so, Licensee shall provide BellSouth with information to reasonably assure BellSouth that construction has been performed in accordance with all applicable standards and requirements.
- 10.7 Points for Attachment. BellSouth shall specify, using the same selection criteria it uses for its own operating company, the point of attachment of each Pole or Anchor to be occupied by Licensee's Facilities. When the Facilities of more than one applicant are involved, BellSouth will attempt, to the extent practicable, to designate the same relative position on each Pole or Anchor for each applicant's Facilities.
- 10.8 Manhole and Conduit Break-Outs. Licensee shall be permitted to add Conduit ports to BellSouth Manholes when existing Conduits do not provide the pathway connectivity needed by Licensee; provided the structural integrity of the Manhole is maintained, and sound engineering judgment is employed.
- 10.9 Completion of Licensee Construction. For each Licensee attachment to or occupancy within BellSouth Facilities, Licensee will provide to BellSouth's single-point of contact (within 20 days of Licensee construction-complete date) a complete set of actual placement drawings for posting to BellSouth records.

## **11. USE AND ROUTINE MAINTENANCE OF LICENSEE'S FACILITIES**

- 11.1 Use of Licensee's Facilities. Each License granted under this Section authorizes Licensee to have access to Licensee's Facilities on or in BellSouth's Poles, Conduits and Ducts as needed for the purpose of serving Licensee's customers, including, but not limited to, powering electronics, monitoring Facilities, or transporting signaling.



- 11.2 Routine Maintenance of Licensee's Facilities. Each License granted under this Section authorizes Licensee to engage in routine maintenance of Licensee's Facilities located on or in BellSouth's Poles, Conduits, Ducts and ROW pursuant to such License. Licensee shall give reasonable notice to the affected public authority or private landowner as appropriate before commencing the construction or installation of its attachments or making any material alterations thereto. Licensee shall give reasonable notice to BellSouth before performing any work, whether or not of a routine nature, in BellSouth's Conduit System.
- 11.3 Licensee Responsible for Maintenance of Licensee's Facilities. Licensee shall maintain its Facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth above in this Agreement) and all Licenses issued hereunder. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of Licensee's Facilities and for directing the activities of all persons acting on Licensee's behalf while they are physically present on BellSouth's Poles, within BellSouth's Conduit System or in the immediate vicinity of such Poles or Conduit System.
- 11.4 BellSouth Not Responsible for Maintaining Licensee's Facilities. BellSouth shall have no obligation to maintain any Facilities which Licensee has attached or connected to, or placed in, BellSouth's Poles, Conduits, Ducts or any portion of BellSouth's Conduit System, except to the extent expressly provided by the provisions of this Section or any License issued hereunder, or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.
- 11.5 Information Concerning the Maintenance of Licensee's Facilities. Promptly after the issuance of a License permitting Licensee to attach Facilities to, or place Facilities in BellSouth's Poles, Conduits or Ducts, Licensee shall provide BellSouth with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of Licensee's Facilities, and shall thereafter notify BellSouth of changes to such information. The manager responsible for routine maintenance of Licensee's Facilities shall, on BellSouth's request, identify any contractor, subcontractor, or other person performing maintenance activities on Licensee's behalf at a specified site and shall, on BellSouth's request, provide such additional documentation relating to the maintenance of Licensee's Facilities as reasonably necessary to demonstrate that Licensee and all persons acting on Licensee's behalf are complying with the requirements of this Section and Licenses issued hereunder.
- 11.6 Identification of Personnel Authorized to Have Access to Licensee's Facilities. All personnel authorized to have access to Licensee's Facilities shall, while working on BellSouth's Poles, in its Conduit System or Ducts or in the vicinity of such Poles, Ducts or Conduit Systems, carry with them suitable identification and shall, upon the request of any BellSouth employee, produce such identification.

**12. MODIFICATION AND REPLACEMENT OF LICENSEE'S FACILITIES**

12.1 Notification of Planned Modification or Replacement of Facilities. Licensee shall, when practicable, notify BellSouth in writing at least 60 days before adding to, relocating, replacing or otherwise modifying its Facilities attached to a BellSouth Pole, Anchor or Anchor/Guy Strand or located in any BellSouth Conduit or Duct. The notice shall contain sufficient information to enable BellSouth to determine whether the proposed addition, relocation, replacement, or modification is permitted under Licensee's present License or requires a new or amended License.

12.2 New or Amended License Required. A new or amended License will be required if the proposed addition, relocation, replacement, or modification:

12.2.1 Requires that Licensee use additional space on BellSouth's Poles or in its Conduits or Ducts (including but not limited to any additional Ducts, inner ducts, or substantial space in any Handhole or Manhole) on either a temporary or permanent basis; or

12.2.2 Results in the size or location of Licensee's Facilities on BellSouth's Poles or in its Conduit or Ducts being appreciably different from those described and authorized in Licensee's present License (e.g. different Duct or size increase causing a need to re-calculate storm loadings, guying, or Pole class).

**13. REARRANGEMENT OF FACILITIES AT THE REQUEST OF ANOTHER**

13.1 Make-Ready Work at the Request of Licensee. If, prior to the issuance of a License, Licensee determines that any Pole, Anchor, Anchor/Guy Strand, Conduit or Duct is inadequate to accommodate Licensee's proposed Pole attachment or Conduit Occupancy or that it will be necessary or desirable for BellSouth or any other person or entity to rearrange existing Facilities or structures to accommodate Licensee, Licensee shall promptly advise BellSouth of the Make-Ready Work it believes necessary to enable the accommodation of Licensee's Facilities.

13.1.1 BellSouth shall determine, in the exercise of sound engineering judgment, whether or not Make-Ready Work is necessary or possible. In determining whether Make-Ready Work is necessary or what Make-Ready Work is necessary, BellSouth shall endeavor to minimize its Costs to Licensee. If it is determined that such Make-Ready Work is required, BellSouth shall provide Licensee with the estimated Costs for Make-Ready Work and a Make Ready Due Date.

- 13.1.2 Licensee shall be solely responsible for negotiating with persons or entities other than BellSouth for the rearrangement of such persons' or entities' Facilities or structures and, except where such rearrangement is for the benefit of BellSouth and/or other Licensees as well as Licensee, shall be solely responsible for paying all charges attributable to the rearrangement of such Facilities; provided, however, that if Facilities rearrangements require new Licenses from BellSouth, BellSouth shall issue such Licenses in conjunction with the issuance of the applied-for License to Licensee.
- 13.2 Rearrangement of Licensee's Facilities at BellSouth's Request. Licensee acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto and that such changes may be necessitated by BellSouth's business needs or authorized Application of another entity seeking access to BellSouth's Poles or Conduit Systems. Licensee agrees that Licensee will, upon BellSouth's request, and at BellSouth's expense, but at no Cost to Licensee, participate with BellSouth (and other Licensees) in the relocation, reconstruction, or modification of BellSouth's Conduit System or Facilities rearrangement. Licensee acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. Licensee shall, upon BellSouth's request, participate with BellSouth (and other Licensees) in the relocation, reconstruction, or modification of BellSouth's Conduit System or Facilities rearrangement and pay its proportionate share of any Costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.
- 13.2.1 Licensee shall make all rearrangements of its Facilities within such period of time as is jointly deemed reasonable by the parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or Facility-based service denial to a Licensee customer.
- 13.2.2 If Licensee fails to make the required rearrangements within the time prescribed or within such extended periods of time as may be granted by BellSouth in writing, BellSouth may perform such rearrangements with written notice to Licensee, and Licensee shall reimburse BellSouth for actual Costs and expenses incurred by BellSouth in connection with the rearrangement of Licensee's Facilities; provided, however, that nothing contained in this Section or any License issued hereunder shall be construed as requiring Licensee to bear any expenses which, under the Telecommunications Act of 1996 or other applicable federal or state laws or regulations, are to be allocated to persons or entities other than Licensee; and provided further, however, that Licensee shall have no responsibility for rearrangement Costs and expenses relating to rearrangements performed for the purpose of meeting BellSouth's business needs.

**14. EMERGENCY REPAIRS AND POLE REPLACEMENTS**

14.1 Licensee Responsible for Emergency Repairs to its Own Facilities. In general, Licensee shall be responsible for making emergency repairs to its own Facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs. BellSouth shall be under no obligation to perform any repair or service restoration work of any kind with respect to Licensee's Facilities.

**15. INSPECTION BY BELL SOUTH OF LICENSEE'S FACILITIES**

15.1 BellSouth's Right to Make Periodic or Spot Inspections. BellSouth shall have the right to make periodic or spot inspections at any time of any part of Licensee's Facilities attached to BellSouth's Poles, Anchors or Anchor/Guy Strands or occupying any BellSouth Conduit or Duct for the limited purpose of determining whether Licensee's Facilities are in compliance with the terms of this Section and Licenses hereunder; provided that such inspections must be non-invasive (e.g., no splice cases may be opened).

15.1.1 BellSouth will give Licensee advance written notice of such inspections, and Licensee shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to Licensee.

15.1.2 Such inspections shall be conducted at BellSouth's expense; provided, however, that Licensee shall bear the Cost of inspections as delineated in 3.12.

15.2 No Duty to Licensee. Neither the act of inspection by BellSouth of Licensee's Facilities nor any failure to inspect such Facilities shall operate to impose on BellSouth any liability of any kind whatsoever or to relieve Licensee of any responsibility, obligations or liability under this Section or otherwise existing.

**16. NOTICE OF NONCOMPLIANCE**

16.1 Notice of Noncompliance. If, at any time, BellSouth determines that Licensee's Facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Agreement, BellSouth may send written notice to Licensee specifying the alleged noncompliance. Licensee agrees to acknowledge receipt of the notice as soon as practicable. If Licensee does not dispute BellSouth's assertion that such Facilities are not in compliance, Licensee agrees to provide BellSouth with a schedule for bringing such Facilities into compliance, to bring the Facilities into compliance within a reasonable time, and to notify BellSouth in writing when the Facilities have been brought into compliance.

- 16.2 Disputes over Alleged Noncompliance. If Licensee disputes BellSouth's assertion that Licensee's Facilities are not in compliance, Licensee shall notify BellSouth in writing of the basis for Licensee's assertion that its Facilities are in compliance.
- 16.3 Failure to Bring Facilities into Compliance. If Licensee has not brought the Facilities into compliance within a reasonable time or provided BellSouth with proof sufficient to persuade BellSouth that BellSouth erred in asserting that the Facilities were not in compliance, and if BellSouth determines in good faith that the alleged noncompliance causes or is likely to cause material damage to BellSouth's Facilities or those of other users, BellSouth may, at its option and Licensee's expense, take such non-service affecting steps as may be required to bring Licensee's Facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Agreement.
- 16.4 Correction of Conditions by BellSouth. If BellSouth elects to bring Licensee's Facilities into compliance, the provisions of this Section shall apply.
- 16.4.1 BellSouth will, whenever practicable, notify Licensee in writing before performing such work. The written notice shall describe the nature of the work to be performed and BellSouth's schedule for performing the work.
- 16.4.2 If Licensee's Facilities have become detached or partially detached from supporting racks or wall supports located within a BellSouth Manhole, BellSouth may, at Licensee's expense, reattach them but shall not be obligated to do so. If BellSouth does not reattach Licensee's Facilities, BellSouth shall endeavor to arrange with Licensee for the reattachment of any Facilities affected.
- 16.4.3 BellSouth shall, as soon as practicable after performing the work, advise Licensee in writing of the work performed or action taken. Upon receiving such notice, Licensee shall inspect the Facilities and take such steps as Licensee may deem necessary to insure that the Facilities meet Licensee's performance requirements.
- 16.5 Licensee to Bear Expenses. Licensee shall bear all expenses arising out of or in connection with any work performed to bring Licensee's Facilities into compliance with this Section; provided, however that nothing contained in this Section or any License issued hereunder shall be construed as requiring Licensee to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.

**17. UNAUTHORIZED OCCUPANCY OR UTILIZATION OF BELL SOUTH'S FACILITIES**

- 17.1 Licensing or Removal of Unauthorized Attachments. If any of Licensee's attachments shall be found attached to Pole(s) or occupying Conduit Systems for which no License is outstanding, BellSouth, without prejudice to its other rights or remedies under this Agreement, including termination of Licenses, may impose a charge and require Licensee to submit in writing, within thirty (30) days after receipt of written notification from BellSouth of the unauthorized attachment or Conduit Occupancy, a Pole attachment or Conduit Occupancy License Application. If such Application is not received by BellSouth within the specified time period, Licensee may be required at BellSouth's option to remove its unauthorized attachment or occupancy within sixty (60) days of the final date for submitting the required Application, or BellSouth may at BellSouth's option remove Licensee's Facilities without liability, and the expense of such removal shall be borne by Licensee. Charges for any such unauthorized occupancy shall be equal to the applicable License fees and charges which would have been payable from and after the date such Facilities were first placed on BellSouth's Poles or in BellSouth's Conduit System, if Licensee provides reasonable documentation of such placement. If Licensee is unable to provide such reasonable documentation, then Licensee will pay two years worth of the applicable charges.
- 17.1.1 Nothing contained in the Agreement or any License issued hereunder shall be construed as requiring Licensee to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.
- 17.2 Prompt Payment of Applicable Fees and Charges. Fees and charges for Pole attachments and Conduit System occupancies, as specified herein and as modified from time to time, shall be due and payable immediately whether or not Licensee is permitted to continue the Pole attachment or Conduit Occupancy. See Appendix I for applicable annual rental fees.
- 17.3 No Implied Waiver or Ratification of Unauthorized Use. No act or failure to act by BellSouth with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any License should be subsequently issued, said License shall not operate retroactively or constitute a waiver by BellSouth of any of its rights or privileges under this Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized use from its inception.

## **18. REMOVAL OF LICENSEE'S FACILITIES**

- 18.1 Pole Attachments. Licensee, at its expense, will remove its attachments from any of BellSouth's Poles within thirty (30) days after termination of the License covering such attachments. If Licensee fails to remove its attachments within such thirty (30) day period, BellSouth shall have the right to remove such attachments at Licensee's expense and without any liability on the part of BellSouth for damage or injury to Licensee's attachments unless caused by the negligence or intentional misconduct of BellSouth.
- 18.2 Conduit Occupancy. Licensee, at its expense, will remove its communications Facilities from a Conduit System within sixty (60) days after:
- 18.2.1 Termination of the License covering such Conduit Occupancy; or
- 18.2.2 The date Licensee replaces its existing Facilities in one Duct with substitute Facilities in another Duct.
- 18.2.3 If Licensee fails to remove its Facilities within the specified period, BellSouth shall have the right to remove such Facilities at Licensee's expense and without any liability on the part of BellSouth for damage or injury to such Facilities unless caused by the negligence or intentional misconduct of BellSouth.
- 18.3 Continuing Responsibility for Fees and Charges. Licensee shall remain liable for and pay to BellSouth all fees and charges pursuant to provisions of this Agreement until all of Licensee's Facilities are physically removed from BellSouth's Poles or Conduit System.

## **19. FEES, CHARGES, AND BILLING**

- 19.1 License Charges. Licensee agrees to pay charges in Attachment 1 of this Agreement. These rates will be recalculated during the term of this Agreement in accordance with the Telecommunications Act of 1996 and applicable FCC or State Commission rules and regulations. License charges commence on the first day of the calendar month following the date a License is issued. Such charges cease as of the final day of the calendar month preceding the month in which the attachment or occupancy is physically removed or the utilization is discontinued. A one-month minimum charge is applicable to all Licenses. Such current-year charges are normally billed on or near July 1 of each year; annual billing is for the period January 1 through December 31 (six (6) months in arrears and six (6) months in advance) and to include true-up for actual billing for previous year's advance billing for period July 1 through December 31.

19.2 Notice of Rate and Computation of Charges. On or about November 1 of each year, BellSouth will notify Licensee by certified mail, return receipt requested, of the rental rate and Pole transfer rate to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by, the terms and conditions of this Agreement. Attachment and occupancy rates shall be applied to the number of Pole(s) and Duct feet of Conduit for which Licenses have been issued before December 1 of each calendar year. Charges for attachment(s) and occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.

**20. ADVANCE PAYMENT AND IMPUTATION**

20.1 Attachment and Occupancy Fees. Fees for Pole attachment and Conduit Occupancy shall be based on the Facilities for which Licenses have been issued as of the date of billing by BellSouth, shall be computed as set forth herein.

20.1.1 Charges associated with newly Licensed attachments or occupancies and other attachments or occupancies of less than the entire annual billing period shall be prorated.

20.1.2 Charges shall be prorated retroactively in the event of the removal of Licensee's Facilities.

20.1.3 The amount of any advance payment required shall be due within sixty (60) days after receipt of an invoice from BellSouth.

20.2 Imputation. BellSouth shall impute to its Costs of providing telecommunications services (and charge any affiliate, subsidiary, or associate company engaged in the provision of such services) an equal amount to the charges set forth in this Section for all of the Conduits, Ducts, and Poles it occupies and uses.

**21. ASSURANCE OF PAYMENT**

21.1 Necessity and Level of Security. In the event Licensee fails to demonstrate credit worthiness, Licensee may be required to furnish a bond, letter of credit or other evidence of financial security having a minimum face amount of \$10,000.00 per state or \$50,000.00 per region. Such bond, letter of credit or other security shall be in a form satisfactory to BellSouth and may be increased from time to time as reasonably required by BellSouth to guarantee the performance of all obligations of Licensee hereunder. The amount of the bond, letter of credit or other security shall not operate as a limitation upon the obligations of Licensee hereunder.



## **22. INSURANCE**

- 22.1 Licensee shall obtain and maintain insurance, including endorsements insuring the contractual liability and indemnification provisions of this Agreement, issued by an insurance carrier reasonably satisfactory to Licensor to protect the Licensor, other authorized Licensees, and Joint User(s) from and against all claims demands, causes of action, judgments, Costs, including reasonable attorneys' fees, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in this Agreement.
- 22.2 Licensee shall maintain the following amounts of insurance in compliance with (22.1) above:
- 22.2.1 Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate.
- 22.2.2 Umbrella or Excess Liability Insurance with limits of not less than \$10,000,000 per occurrence and in the aggregate.
- 22.2.3 Business auto coverage for all owned, non-owned, hired and leased vehicles with limits of not less than \$1,000,000 per occurrence and in the aggregate.
- 22.2.4 Licensee shall name BellSouth as an additional insured on the general liability policy with respects to the terms and conditions of this agreement
- 22.3 Licensee shall submit to Licensor certificates by each company insuring Licensee with respect to any insurance required hereunder, such certificate(s) to specify the coverage provided and that such company will not cancel or change any such policy of insurance issued to Licensee except after thirty (30) days written notice to Licensor.
- 22.4 Licensee shall also carry such insurance as will protect it from all claims under any Worker's Compensation Law in effect that may be applicable to it as a result of work performed pursuant to this Agreement.
- 22.5 All insurance required in accordance with 22.2) and 22.3) preceding must be effective before Licensor will authorize attachment to a Pole and/or Anchor, or occupancy of a Conduit System and shall remain in force until such Licensee's Facilities have been removed from all such Pole(s), Anchor(s), Conduit System, or Right of Way. In the event that the Licensee shall fail to maintain the required insurance coverage, Licensor may pay any premium thereon falling due, and the Licensee shall forthwith reimburse the Licensor for any such premium paid.

- 22.6 If the Licensee's net worth exceeds five hundred million dollars (\$500,000,000), Licensee may elect to request self-insurance status in lieu of obtaining any of the insurance required in 22.2.1 and 22.2.2. Licensee shall provide audited financial statements, interim financials, business history, etc., as per Appendix III to Licensor immediately after receipt of initial agreement information. Licensor shall then review such audited financial statements and respond in writing to Licensee, no later than thirty (30) business days after receipt of the above information, in the event that self-insurance status is not granted to Licensee. If Licensor approves Licensee for self-insurance, Licensee shall annually furnish to Licensor, and keep current, evidence of such net worth that is attested to by one of Licensee's corporate officers. The ability to self-insure shall continue so long as the Licensee meets all of the requirements of 22.6. If the Licensee subsequently no longer satisfies the requirements of 22.6, Licensee is required to purchase insurance as indicated in 22.2.1 and 22.2.2. This agreement will not be finalized prior to approval for self-insuring status if self-insuring is requested by Licensee.
- 22.7 The net worth requirements set forth in 22.6 may be increased by Licensor from time to time during the term of this Agreement upon thirty (30) days notice to Licensee to at least such minimum limits as shall then be customary with respect to attachment to a Pole and/or Anchor, or occupancy of a Conduit System.

### **23. INDEMNIFICATION**

- 23.1 Licensor shall exercise precaution to avoid damaging the communications Facilities of the Licensee and shall make an immediate report to the Licensee of the occurrence of any such damage caused by its employees, agents or contractors. Licensor agrees to reimburse the Licensee for all reasonable Costs incurred by the Licensee for the physical repair of such Facilities damaged by the negligence of Licensor, its employees, agents, contractors, subcontractors or invitees. However, Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's Communications Facilities, or for any special, indirect, or consequential damages arising in any manner, including Licensor's negligence, out of the use of Pole(s), Anchor(s), or Conduit Systems or Licensor's actions or omissions in regard thereto and Licensee shall indemnify and save harmless Licensor from and against any and all claims, demands, causes of action, Costs and reasonable attorneys' fees with respect to such special, indirect or consequential damages.
- 23.2 Licensee shall exercise precaution to avoid damaging the Facilities of Licensor and of others attached to Pole(s), Anchor(s), or occupying a Conduit System and shall make an immediate report to the Owner of the occurrence of any such damage caused by Licensee's employees, agents or contractors. Licensee agrees to reimburse the Licensor for all reasonable Costs incurred by the Licensor for the physical repair of such Facilities damaged by the negligence of Licensee.

- 23.3 Licensee shall indemnify, protect and save harmless the Licensor, its directors, officers, employees and agents, Licensor's other Licensees, and Joint User(s) from and against any and all claims, demands, causes of action, damages and Costs, including reasonable attorney's fees through appeals incurred by the Licensor, the Licensor's other Licensees and Joint User(s) as a result of acts by the Licensee, its employees, agents or contractors, including but not limited to the Cost of relocating Pole(s), Anchor(s), Guy(s), or Conduit System resulting from a loss of right-of-way or property owner consents and/or the Cost of defending those rights and/or consents.
- 23.4 The Licensee shall indemnify, protect and save harmless the Licensor, its directors, officers, employees and agents, Licensor's other Licensees, and Joint User(s) from and against any and all claims, demands, causes of actions and Costs, including reasonable attorney's fees, through appeals for damages to property and injury or death to persons, including but not limited to payments under any Worker's Compensation Law or under any plan for employee's disability and death benefits, caused by, arising from, incident to, connected with or growing out of the erection, rearrangement, maintenance, presence, use or removal of Licensee's Facilities, or by their proximity to the Facilities of all parties attached to a Pole, Anchor and/or Guy, or placed in a Conduit System, or by any act or omission of the Licensee's employees, agents or contractors in the vicinity of the Licensor's Pole(s), Anchor(s), Guy(s), or Conduit System.
- 23.5 The Licensee shall indemnify, protect and save harmless the Licensor, its directors, officers, employees, and agents, Licensor's other Licensees, and Joint User(s) from any and all claims, demands, causes of action and Costs, including attorneys' fees through appeals, which arise directly or indirectly from the construction and operation of Licensee's Facilities, including but not limited to taxes, special charges by others, claims and demands for damages or loss from infringement of copyrights, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and Costs, including attorney's fees through appeals for infringement of patents with respect to the construction, maintenance, use and operation of Licensee's Facilities in combination with Pole(s), Anchor(s), Conduit Systems or otherwise.
- 23.6 Licensee shall promptly advise the Licensor of all claims relating to damage of property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the erection, maintenance, repair, replacement, presence, use or removal of the Licensee's Facilities. Licensee shall promptly notify Licensor in writing of any suits or causes of action which may involve Licensor and, upon the request of Licensor, copies of all relevant accident reports and statements made to Licensee's insurer by Licensee or others shall be furnished promptly to Licensor.

**24. AUTHORIZATION NOT EXCLUSIVE**

24.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. BellSouth shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any Pole, Anchor, or Conduit System covered by this Agreement and Licensee's rights hereunder.

**25. ASSIGNMENT OF RIGHTS**

25.1 Licensee shall not assign or transfer this Agreement or any license or any authorization granted under this Agreement, and this Agreement shall not inure to the benefit of Licensee's successors or assigns, without the prior written consent of BellSouth. BellSouth shall not unreasonably withhold such consent.

25.2 In the event such consent or consents are granted by BellSouth, then the provisions of this Agreement shall apply to and bind the successors and assigns of the Licensee. Form NT-13 shall be used for this purpose.

**26. FAILURE TO ENFORCE**

26.1 Failure of BellSouth to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

**27. TERM OF AGREEMENT**

27.1 Unless sooner terminated as herein provided, this Agreement shall continue in effect for a term of one (1) year from the date hereof and thereafter from year to year until either party hereto terminates this Agreement by giving the other party at least ninety (90) days prior written notice thereof. Such ninety (90) days notice of termination may be given to take effect at the end of the original one (1) year period or any time thereafter.

27.2 Termination of this Agreement or any Licenses issued hereunder shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination.

**28. BELLSOUTH'S INFORMATION**

- 28.1 Scope of BellSouth's Information. Licensee acknowledges that Licensee may acquire information and material that is BellSouth's confidential, proprietary or trade secret information. As used herein, "BellSouth's Information" includes, but is not limited to, all information and documents disclosed by BellSouth, whether written or oral, in the course of this Agreement or in contemplation hereof including, without limitation, all specifications, drawings, sketches, schematics, models, samples, tools, algorithms, technical or business information, research and development, production and engineering processes, costs, profit and margin information, BellSouth lists, marketing, production and future business plans.
- 28.2 Use of BellSouth's Information. Licensee agrees to take all steps reasonably necessary to hold in trust and confidence BellSouth's Information. Licensee hereby agrees to hold BellSouth's Information in strict confidence, not to disclose it to third parties or to use it, in any way, commercially or otherwise, other than as permitted under this Agreement. Licensee will limit the disclosure of BellSouth's Information to employees with a need to know who: (i) have been advised of the proprietary nature thereof; and (ii) have acknowledged the express obligation to maintain such confidentiality. Licensee's obligations set forth herein shall remain in effect for two (2) years from the receipt of BellSouth's Information considered or deemed to be confidential information, but such obligation of confidentiality will not expire for BellSouth's Information considered or deemed to be a trade secret under applicable law.
- 28.3 Exceptions. Notwithstanding the other provisions of this Agreement, nothing received by Licensee from BellSouth will be considered to be BellSouth's Information if: (i) it has been published or is otherwise available to the public other than by a breach of this Agreement; (ii) it has been rightfully and lawfully received by Licensee from a Third Party without confidential limitations; (iii) it has been independently developed by Licensee by personnel having no access to BellSouth's Information; (iv) it was known by Licensee prior to its first receipt from BellSouth; (v) it is hereafter disclosed by BellSouth without restriction on further disclosure; or (vi) it is disclosed pursuant to a court order, subpoena or by operation of law, provided Licensee has given BellSouth prior advance written notice in order that BellSouth may attempt to obtain a protective order limiting disclosure and use of the information disclosed.
- 28.4 Agreement. Licensee hereby agrees that every individual person including but not limited to employees, subcontractors, agents, representatives and other third parties who perform under this Agreement shall execute the appropriate documents to undertake obligations of confidentiality consistent with the terms set forth herein. Licensee hereby agrees to provide evidence of such duly executed documents to BellSouth upon request.

## 29. LICENSEE'S INFORMATION

- 29.1 Scope of Licensee's Information. BellSouth acknowledges that Licensee may need to provide BellSouth with certain information and material that is the Licensee's confidential, proprietary or trade secret information. As used herein, "Licensee's Information" may include information and documents disclosed by the Licensee in the course of this Agreement such as by way of example, drawings, sketches, schematics, models, samples, tools, algorithms, technical or business information. All Licensee's Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend. Licensee's information conveyed orally shall be designated as proprietary at the time of disclosure and shall be reduced to writing within ten (10) business days.
- 29.2 Use of Licensee's Information. BellSouth agrees to take all steps reasonably necessary to hold in trust and confidence Licensee's Information. BellSouth hereby agrees to hold such Licensee's Information in strict confidence, not to disclose it to third parties or to use it, in any way, commercially or otherwise, other than as permitted under this Agreement. BellSouth will limit the disclosure of Licensee's Information to employees, consultants, agents, contractors, affiliated companies and representatives with a need to know who will not be considered as "third parties" and who: (i) have been advised of the proprietary nature thereof; and (ii) have acknowledged the express obligation to maintain such confidentiality. BellSouth's obligations set forth herein shall remain in effect for two (2) years from the receipt of Licensee's Information considered or deemed to be confidential information, but such obligation of confidentiality will not expire for Licensee's Information considered or deemed to be a trade secret under applicable law.
- 29.3 Exceptions. Notwithstanding the other provisions of this Agreement, nothing received by BellSouth from Licensee will be considered to be Licensee's Information if: (i) it has been published or is otherwise available to the public other than by a breach of this Agreement; (ii) it has been rightfully and lawfully received by BellSouth from a Third Party without confidential limitations; (iii) it has been independently developed by BellSouth by personnel having no access to such Licensee's Information; (iv) it was known by BellSouth prior to its first receipt from Licensee; (v) it is hereafter disclosed by Licensee without restriction on further disclosure; or (vi) it is disclosed to any governmental agency or court of competent jurisdiction by written order, subpoena or decree, or by operation of law, provided BellSouth has given prior notice to Licensee in order that Licensee may attempt to obtain a protective order limiting disclosure and use of the information disclosed.

**30. SUPERSEDURE OF PREVIOUS AGREEMENT(S)**

30.1 This Agreement supersedes all previous agreements, whether written or oral, between BellSouth and Licensee for attachment and maintenance of Licensee's Communications Facilities on Pole(s), Anchor(s), and in Conduit Systems within the geographical area covered by this Agreement; and there are no other provisions, terms or conditions to this Agreement except as expressed herein. All currently effective Licenses heretofore granted pursuant to such previous agreements shall be subject to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year written below.

**BellSouth Telecommunications, Inc.**

*Name of Licensee*

*Name of Licensor*

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

*Signature*

*Signature*

\_\_\_\_\_  
*Printed Name*

K. W. Marlin  
\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Title*

Ntwk V P NP& Supp  
\_\_\_\_\_  
*Printed Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**APPENDIX I**  
**2000 FCC Formula Supported Fees**  
**for attachments and/or occupancy effective 1/1/2000**  
**(Re-calculated annually)**

*Licensee shall pay to Licensor the following fees:*

State	Poles (ea. / yr.)	Anchors (ea. / yr.)	Conduit	
				(\$ / ft. / yr.)
Alabama	\$ 3.35	\$ 4.89		\$ 0.23
Kentucky ①				0.70
2-user	9.45	\$ 12.90		
3-user	5.35	8.60		
Louisiana	6.90 ②			0.44
Mississippi	4.30			2.50 ③
Tennessee ④	4.57			0.30
Florida	3.74			0.36
		Miami River crossing		17.13
Georgia ⑤	4.69			0.35
North Carolina	3.55			0.35
South Carolina	2.93			0.30

- ① All rates in Kentucky are by tariff
- ② March 12, 1999 order placed a freeze on existing, approved rate until December 31, 2002. Therefore, \$6.90 rate remains in effect.
- ③ Tariff rate in Mississippi
- ④ Tennessee rates are negotiated with CATV Association; Conduit rates were established in 1998 and fixed indefinitely
- ⑤ FCC formula calculated rates; differs from Docket 7061-U

Conduit rates have been developed using the one-half (1/2) Duct convention for 2000. This rate will apply to each passageway (innerduct).

- i) For the purpose of determining the Duct feet chargeable, the Duct considered occupied shall be measured from the center to center of adjacent Manhole(s), or from the center of a Manhole to the end of a Duct not terminated in a Manhole.
- ii) The above rates are not applicable for crossings of any navigable waterway. Rates for navigable waterway crossings will be calculated on an individual case basis.

**Pole Attachment Transfer Rate**

Per Pole (throughout BellSouth region)

\$41.00



## **Appendix II**

### **Records Maintenance Centers**

For **Alabama** plant and Right of Way records:

Records Maintenance Center  
S04  
1876 Data Drive  
Birmingham, AL 35244

For **Kentucky** plant and Right of Way records:

Records Maintenance Center  
Room 2-SW  
601 W. Chestnut Street  
Louisville, KY 40203

For **Louisiana** plant and Right of Way records:

Records Maintenance Center  
2nd Floor North  
6767 Bundy Road  
New Orleans, LA 70140

For **Mississippi** plant and Right of Way records:

Records Maintenance Center  
5723 Hwy. 18 S  
Jackson, MS 39209

For **Tennessee** plant and Right of Way records:

Records Maintenance Center  
Room 9 B 15  
333 Commerce Street  
Nashville, TN 37201

For **Georgia, Florida, North Carolina, and South Carolina:**

Plant Records

Records Maintenance Center  
5228 Central Avenue  
Charlotte, NC 28212

Right of Way Records

Regional Landbase Admin. Center  
Attn.: Right of Way Records  
16 GG 1 BST  
301 W. Bay Street  
Jacksonville, FL 32201

**Appendix III**  
**Request to Self-Insure**  
**Information Sheet**

Per 22.6, Licensee may elect to request self-insurance status in lieu of obtaining any of the insurance required in 22.2.1 and 22.2.2. Licensee shall complete the table below and provide this information to Licensor. Licensor shall then review such audited financial statements and inform Licensee (in writing), no later than thirty (30) business days after receipt of the above information, regarding Licensee's request to self-insure.

**The agreement will not be finalized prior to approval for self-insuring status if self-insuring is requested by Licensee.**

<b>Company Name:</b>	
<b>Audited Financials</b> (3 years required): <i>(Attach all information as required)</i>	
<b>Interim Financials</b> (most current 6 months): <i>(Attach all information as required)</i>	
<b>Years in Business</b> (number of years):	
<b>Number of years current management has been in place:</b>	
<b>Parent Company:</b>	
<b>Dunn &amp; Bradstreet Number:</b>	

Complete all information requested above and provide with all additional attachments to:

**BellSouth Telecommunications, Inc.**  
**Attention: Self-Insure Request**  
**North W3D2**  
**3535 Colonnade Parkway**  
**Birmingham, AL 35243**

RAO Hosting and ICS Agreement

SECTION 1. SCOPE OF AGREEMENT

- 1.1 This Agreement shall apply to the services of Revenue Accounting Office (RAO) Hosting and Inter-Company Settlements (ICS) as provided by BellSouth to (THE ALEC). The terms and conditions for the provisions of these services are outlined in the Exhibits to this Agreement.

SECTION 2. DEFINITIONS

- 2.1 A. Centralized Message Distribution System is the Telcordia administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Record (EMI) formatted data among host companies.
- B. Compensation is the amount of money due from BellSouth to (THE ALEC) or from (THE ALEC) to BellSouth for services and/or facilities provided under this Agreement.
- C. Exchange Message Interface is the nationally administered standard format for the exchange of data among Exchange Carriers within the telecommunications industry.
- D. Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls and is administered by Telcordia's Calling Card and Third Number Settlement System (CATS). Included is traffic that originates in one Regional Bell Operating Company's (RBOC) territory and bills in another RBOC's territory.
- E. Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.
- F. Non-Intercompany Settlement System (NICS) is the Telcordia system that calculates non-intercompany settlements amounts due from one company to another within the same RBOC region. It includes credit card, third number and collect messages.

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

### SECTION 3. RESPONSIBILITIES OF THE PARTIES

- 3.1 RAO Hosting, CATS and NICS services provided to (THE ALEC) by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 3.2 (THE ALEC) shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

### SECTION 4. COMPENSATION ARRANGEMENTS

- 4.1 Applicable compensation amounts will be billed by BellSouth to (THE ALEC) on a monthly basis in arrears. Amounts due from one party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

### SECTION 5. ASSOCIATED EXHIBITS

- 5.1 Listed below are the exhibits associated with this Agreement.

Exhibit A Message Distribution Service (RAO Hosting)

Exhibit B Intercompany Settlements (CATS and NICS)

- 5.2 From time to time by written agreement of the parties, new Exhibits may be substituted for the attached Exhibits, superseding and canceling the Exhibits then in effect.

SECTION 6. TERM OF AGREEMENT

6.1 This agreement is effective \_\_\_\_\_ and will continue in force until terminated, with or without cause, by thirty (30) days prior notice in writing from either party to the other. This Agreement may be amended from time to time upon written agreement of the parties.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

WITNESS: (THE ALEC)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(title)

WITNESS: BELLSOUTH TELECOMMUNICATIONS, INC

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(title)

## Exhibit A

## SECTION 1. SCOPE OF EXHIBIT

- 1.1 This exhibit specifies the terms and conditions, including compensation, under which BellSouth shall provide message distribution service to (THE ALEC). As described herein, message distribution service includes the following:
- 1) Message Forwarding to Intraregion LEC/ALEC - function of receiving a (THE ALEC) message and forwarding the message to another LEC/ALEC in the BellSouth region.
  - 2) Message Forwarding to CMDS - function of receiving a (THE ALEC) message and forwarding that message on to CMDS.
  - 3) Message Forwarding from CMDS - function of receiving a message from CMDS and forwarding that message to (THE ALEC).

## SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.1 An ALEC that is CMDS hosted by BellSouth must have its own unique hosted RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from (THE ALEC) to BellSouth at least six (6) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the parties with consideration given to time necessary for the completion of required Telcordia functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia, on behalf of (THE ALEC) and will coordinate all associated conversion activities.
- 2.2 BellSouth will receive messages from (THE ALEC) that are to be processed by BellSouth, another LEC/ALEC in the BellSouth region or a LEC outside the BellSouth region.
- 2.3 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from (THE ALEC).
- 2.4 All data received from (THE ALEC) that is to be processed or billed by another LEC/ALEC within the BellSouth region will be distributed to that LEC/ALEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC/ALEC.

- 2.5 All data received from (THE ALEC) that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia).
- 2.6 BellSouth will receive messages from the CMDS network that are destined to be processed by (THE ALEC) and will forward them to (THE ALEC) on a daily basis.
- 2.7 Transmission of message data between BellSouth and (THE ALEC) will be via electronic data transmission.
- 2.8 All messages and related data exchanged between BellSouth and (THE ALEC) will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
- 2.9 (THE ALEC) will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 2.10 Should it become necessary for (THE ALEC) to send data to BellSouth more than sixty (60) days past the message date(s), (THE ALEC) will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and (THE ALEC) to notify all affected parties.
- 2.11 In the event that data to be exchanged between the two parties should become lost or destroyed, both parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible party (BellSouth or (THE ALEC)) identified and agreed to, the company responsible for creating the data (BellSouth or (THE ALEC)) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible party will be liable to the other party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible party to the other party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the parties.

- 2.12 Should an error be detected by the EMI format edits performed by BellSouth on data received from (THE ALEC), the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify (THE ALEC) of the error condition. (THE ALEC) will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, (THE ALEC) will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 2.13 In association with message distribution service, BellSouth will provide (THE ALEC) with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 2.14 In no case shall either party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

### SECTION 3. COMPENSATION

- 3.1 For message distribution service provided by BellSouth for (THE ALEC), BellSouth shall receive the following as compensation:

Rate Per Message	\$0.004
------------------	---------

- 3.2 For data transmission associated with message distribution service, BellSouth shall receive the following as compensation:

Rate Per Message	\$0.001
------------------	---------

- 3.3 Data circuits (private line or dial-up) will be required between BellSouth and (THE ALEC) for the purpose of data transmission. Where a dedicated line is required, (THE ALEC) will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. (THE ALEC) will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to (THE ALEC). Additionally, all message toll charges associated with the use of the dial circuit by (THE ALEC) will be the responsibility of (THE ALEC). Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties.
- 3.4 All equipment, including modems and software, that is required on the (THE ALEC) end for the purpose of data transmission will be the responsibility of (THE ALEC).



## SECTION 1. SCOPE OF EXHIBIT

- 1.1 This Exhibit specifies the terms and conditions, including compensation, under which BellSouth and (THE ALEC) will compensate each other for Intercompany Settlements (ICS) messages. It includes the settlement of revenues associated with traffic originated from or billed by (THE ALEC) as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included in this Agreement. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between (THE ALEC) and the involved company(ies).
- 1.2 Both traffic that originates outside the BellSouth region by (THE ALEC) and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by (THE ALEC), is covered by this Agreement.
- 1.3 Once (THE ALEC) is operating within the BellSouth territory, both BellSouth and (THE ALEC) agree that revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia's, its successor or assign, NICS system.

## SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.1 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia, its successor or assign, on behalf of (THE ALEC). BellSouth will distribute copies of these reports to (THE ALEC) on a monthly basis.

## SECTION 3. COMPENSATION

- 3.1 BellSouth will collect the revenue earned by (THE ALEC) from the Bell operating company in whose territory the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of (THE ALEC). BellSouth will remit the revenue billed by (THE ALEC) to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on (THE ALEC). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to (THE ALEC) via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and (THE ALEC) agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

## 1.1 **Line Information Database (LIDB):**

BellSouth will store in its LIDB only records relating to service in the BellSouth region.

### 1.1.1 **Definition**

The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with customer 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 CCS network and other CCS networks. LIDB also interfaces to administrative systems.

#### 1.1.1.1 Technical Requirements:

1.1.1.1.1 BellSouth also will offer to CLEC any additional capabilities that are developed for LIBD during the life of this Agreement.

1.1.1.2 Prior to the availability of a long-term solution for Local Number Portability, BellSouth shall enable CLEC to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, for which the non-CLEC dedicated NPA-NXX or RAO-0/1XX Group is supported by that LIDB, except for numbers ported from a third party local services provider.

1.1.1.3 Prior to the availability of a long-term solution for Local Number Portability, BellSouth shall enable CLEC to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, and CLEC dedicated NPA-NXX or RAO-0/1XX Group Records, except for numbers ported from a third party local services provider.

1.1.1.4 Subsequent to the availability of a long-term solution for Local Number Portability, BellSouth shall enable CLEC to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, regardless of the number's dedicated NPA-NXX or RAO[NXX]-0/1XX., except for numbers ported from a third party local services provider.

- 1.1.1.5 BellSouth shall perform the following LIDB functions (i.e., processing of the following query types) for CLEC's customer records in LIDB:
- 1.1.1.5.1 Billed Number Screening (provides information such as whether the Billed Number may accept Collect or Third Number Billing calls); and
- 1.1.1.5.2 Calling Card Validation: If CLEC chooses to offer Tel Line Number TLN and/or Special Billing Number (SBN credit cards, calling card validation will be supported for the CLEC customer data in the LIDB.
- 1.1.1.6 BellSouth shall process CLEC's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to CLEC what additional functions (if any) are performed by LIDB in the BellSouth network.
- 1.1.1.7 Within two (2) weeks after a request by CLEC, BellSouth shall provide CLEC with a list of the customer data items which CLEC 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.
- 1.1.1.8 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked, shall not exceed 30 minutes per year.
- 1.1.1.9 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.
- 1.1.1.10 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.
- 1.1.1.11 BellSouth shall provide CLEC with the capability to provision (e.g., to add, update, and delete) NPA-NXX and RAO-0/1XX Group Records, and Line Number and Special Billing Number Records, associated with CLEC customers, directly into the BellSouth's LIDB provisioning process. The capability to provision (e.g., to add, update, and delete) NPA-NXX and RAO-01/1XX Group records, and Line Number and Special Billing Number Records, associated with CLEC customers will be provided by BellSouth's DBAC. Direct access into BellSouth's LIDB process is not currently available. Once Direct access becomes available with the appropriate

security measures, BellSouth will offer such access to CLEC. In the interim, BellSouth will provide access by electronic mail, facsimile or password-protected phone call (applicable to Group level NPA-NXX and RAO-01/1XX, updated within the same day if notification to BellSouth is received by 1:00 PM central time).

- 1.1.1.12 BellSouth shall maintain customer data (for line numbers, card numbers, and for any other types of data maintained in LIDB) so that such customers shall not experience any interruption of service due to the lack of such maintenance of customer data. In the event that end user customers change their local services provider, BellSouth will use its best efforts to minimize service interruption in those situations where BellSouth has control over additions and deletions to the database as the LIDB provider.
- 1.1.1.13 All additions, updates and deletions of CLEC data to the LIDB shall be solely at the direction of CLEC. Such direction from CLEC will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 1.1.1.14 BellSouth shall provide priority updates to LIDB for CLEC data upon CLEC'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.
- 1.1.1.15 BellSouth shall provide CLEC with the capability to directly obtain, through an electronic interface, reports of all CLEC data in LIDB. Such capability will be through the data migration format (FCIF Interface) that can be used to electronically obtain reports of CLEC data in LIDB. BellSouth shall provide MCIIm reports of all MCIIm data in LIDB via a medium specified by BellSouth. (i.e. Data Migration (FCIF), paper or facsimile)
- 1.1.1.16 BellSouth shall provide LIDB systems such that no more than 0.01% of CLEC customer records will be missing from LIDB, as measured by CLEC audits. BellSouth will audit CLEC records in LIDB against DBAS to identify record mis-matches and provide this data to a designated CLEC contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to CLEC within one business day of audit. Once reconciled records are received back from CLEC, 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 CLEC to negotiate a time frame for the updates, not to exceed three business days.

- 1.1.1.17 BellSouth shall perform backup and recovery of all of CLEC'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.
- 1.1.1.18 BellSouth shall provide CLEC with LIDB reports of data which are missing or contain errors, as well as any misroute errors, within a reason time period as negotiated between CLEC and BellSouth.
- 1.1.1.19 BellSouth shall prevent any access to or use of CLEC 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 CLEC in writing.
- 1.1.1.20 BellSouth shall provide CLEC 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 CLEC at least at parity with BellSouth Customer Data. BellSouth shall obtain from CLEC the screening information associated with LIDB Data Screening of CLEC 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 CLEC under the Bona Fide Request process.
- 1.1.1.21 BellSouth shall accept queries to LIDB associated with CLEC customer records, and shall return responses in accordance with industry standards.
- 1.1.1.22 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 1.1.1.23 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.
- 1.1.2 **Interface Requirements**
- BellSouth shall offer LIDB in accordance with the requirements of this subsection.

- 1.1.2.1 The interface to LIDB shall be in accordance with the technical references contained herein.
- 1.1.2.2 The CCS interface to LIDB shall be the standard interface described herein.
- 1.1.2.3 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical references herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

## Conversion from INP to PNP.

Once a long-term database method of providing Local Number Portability (PNP) is implemented in an end office, with advance written notice, neither Party shall provide new number portability arrangements in that end office using interim number portability (INP). The official notice advising an end office is now PNP compatible will be as posted in the LERG 45 days in advance of the ready to port date of that office. Advance notice of PNP implementation for all BellSouth end offices is also posted on the Interconnection web site. The LERG posting for PNP eligibility date will begin the transition from INP to PNP for all INP services.. The transition from existing INP arrangements to PNP shall occur within one hundred twenty (120) days from the date PNP is implemented in the end office or as mutually agreed to by both Parties during the transition period. BellSouth will provision Local Service Requests for INP with due dates contained prior to the end office implementation date. Requests for INP with due dates on or after the PNP implementation date will be returned to the requesting Party for subsequent submission as PNP. Neither Party shall charge the other Party for conversion from INP to PNP. The Parties shall comply with any INP/PNP transition processes established by the FCC and State Commissions and appropriate industry number portability work groups. BellSouth and CLEC will work cooperatively in the submission of transition orders to ensure that end user outage during the conversion is minimal. Ordering guidelines for PNP can be found on the web and are contained in the

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

### 1.2 Conversion Policy

### 1.3 BellSouth implemented the conversion of Interim Number Portability (INP) to Local Number Portability (PNP) as follows:

- Conversion of INP numbers to PNP is handled as a project and as such will be coordinated by a BellSouth project manager to ensure timely conversion of all INP to PNP accounts.
- All INP numbers in PNP capable switches will be converted to PNP within 120 days after the office is PNP capable.
- BellSouth will continue to offer INP until the completion date of PNP for the wire center.

### 1.2.1 Conversion Schedule

The schedule to implement PNP in the 21 MSAs in the BellSouth region is as mandated by the FCC may be viewed by accessing the Carrier Notification Web site. The notification also outlines the conversion schedule for all of BellSouth's switches.

#### Specific Conversion activities

The BellSouth Account Team contacts each CLEC with INP accounts to negotiate a conversion schedule.

During the 120 day conversion period for each MSA, the Local Carrier Service Center (LCSC) will provide special handling for the requests to convert INP to PNP. These requests will be logged by a project manager and project managed to ensure end user service outage is minimal. Unless listing changes are requested, the CLECs may use a specially designed form provided by the project manager or account team in lieu of the Local Service Request (LSR), End User (EU), and Number Portability (NP) forms.

If changes are to be made to the INP account, the LSR should follow the normal process flow for ordering instead of the INP to PNP conversion plan.

#### FOC

During the conversion period, if a CLEC uses the request form in lieu of the LSR, the form will include provisions for providing a manual FOC. If the request is submitted electronically, the FOC will be sent back to the CLEC an electronic FOC.

### 1.3 Routing of Calls to the LRN

Trigger orders are not used for INP telephone numbers. Once the activate message is sent to the Number Portability Administration Center (NPAC) by the new service provider, (with exception of the end user's serving wire center) incoming calls are routed to the new provider. Calls from within the end user's servicing wire center will not route to the new Local Routing Number (LRN) until the porting D order processes.

#### Permanent Number Solution

- 2.1 The FCC, the Commissions and industry forums have developed a permanent approach to providing service provider number



portability and BellSouth is working to implement Local Number Portability ("PNP"). Both Parties agree to implement a permanent approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to move to PNP, interim Service Provider Number Portability ("SPNP") is available pursuant to this attachment.

2.2 BellSouth and CLEC will adhere to the process flows and cutover guidelines outlined in "The Local Number Portability Ordering Guide for CLECs, which may be found on the web at <http://www.interconnection.bellsouth.com/guides/guides.html>.

2.2.1 BellSouth and CLEC will work cooperatively to implement changes to PNP process flows ordered by the FCC or as recommended by standard industry forums addressing PNP.

2.2.2 Both Parties shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. BellSouth will set LRN unconditional or 10-digit triggers where applicable, which should ensure no interruption to the end user. Where triggers are set, BellSouth removes the ported number at the same time the trigger is removed.

2.2.3 For porting of numbers where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the end user.

2.2.4 BellSouth will provide ordering support for CLEC's PNP requests Monday through Friday 8:00 AM until 8:00 PM EST. BellSouth normal hours of operation for provisioning support are defined in Attachment 6. Ordering and provisioning support required by CLEC outside of these hours will be considered outside of normal business hours and will be subject to overtime billing. For stand alone PNP where LRN unconditional or 10-digit triggers are set, CLEC may port numbers during times that are supported by the Number Portability Administration Center (NPAC) 24 hours a day 7 days a week. BellSouth will provide maintenance assistance to CLEC 24 hours a day 7 days a week to resolve issues arising from the porting of numbers for problems isolated to the BellSouth network.

- 2.2.5 Performance Measurements for BellSouth providing PNP are located in Attachment 11 to this Agreement, incorporated herein by this reference.
- 2.3 BellSouth will use best efforts to update switch translations, where necessary, in time frames that are consistent with the time frames BellSouth's end users experience or as offered to other CLECs.
- 2.4 CLEC may request deployment of PNP according to and pursuant to the rules and regulations set forth in 47 CFR § 52.23.
- 2.5 End User Line Charge. Recovery of charges associated with implementing PNP through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in BellSouth's FCC Tariff No. 1 and will be billed to CLEC where CLEC is a subscriber to local switching or where CLEC is a reseller of BellSouth telecommunications services. This charge will not be discounted.

**Wholesale Discount**

The following percentage discounts apply to BellSouth retail services as set out in Section XIV of this Statement.

Residential Services	16.79%
Business Services	15.54%

**Physical Collocation**  
**Master Agreement**

**BELLSOUTH  
PHYSICAL COLLOCATION  
MASTER AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between BellSouth Telecommunications, Inc., ("BellSouth") a corporation organized and existing under the laws of the State of Georgia, and \_\_\_\_\_, ("CLEC-1") a (corporation) organized and existing under the laws of \_\_\_\_\_;

**W I T N E S S E T H**

WHEREAS, CLEC-1 is a telecommunications carrier and wishes to occupy BellSouth Central Office Collocation Space as defined herein for the purpose of interconnection to BellSouth's facilities;

WHEREAS, BellSouth has space available in its Central Office(s) which CLEC-1 desires to utilize; and

WHEREAS, BellSouth is willing to make such space available to CLEC-1 within its Central Office(s) subject to all terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual agreements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**1. Scope of Agreement**

1.1 Scope of Agreement. The terms and conditions contained within this Agreement and the rates in Attachment A to the SGAT shall only apply when CLEC-1 is physically collocated as a sole occupant or as a Host within a Premises location pursuant to this Agreement. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter "Premises"). This Agreement is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Agreement.

1.2 Right to Occupy. BellSouth shall offer to CLEC-1 collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the terms and conditions of this Agreement and the rates contained in Attachment A to the SGAT where space is available and it is technically feasible, BellSouth will allow CLEC-1 to occupy that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by

CLEC-1 and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s).

- 1.2.1 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth below.
  - 1.2.1.1 In Kentucky, the size specified by CLEC-1 may contemplate a request for space sufficient to accommodate CLEC-1's growth within a two-year period.
- 1.3 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. CLEC-1 will be responsible for any justification of unutilized space within its space, if such justification is required by the appropriate state commission.
- 1.4 Use of Space. CLEC-1 shall use the Collocation Space for the purposes of installing, maintaining and operating CLEC-1's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements for the provision of telecommunications services. The Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.5 Rates and Charges. CLEC-1 agrees to pay the rates and charges identified in Attachment A to the SGAT.
- 1.6 Due Dates. If any due date contained in this Agreement falls on a weekend or National holiday, then the due date will be the next business day thereafter.
- 1.7 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

## **2. Space Availability Report**

- 2.1 Space Availability Report. Upon request from CLEC-1, BellSouth will provide a written report ("Space Availability Report") specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.
  - 2.1.1 The request from CLEC-1 for a Space Availability Report must be written and must include the Premises street address, located in the Local Exchange

Routing Guide and Common Language Location Identification (“CLLI”) code of the Premises. CLLI code information is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.

- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify CLEC-1 and inform CLEC-1 of the time frame under which it can respond.

### **3. Collocation Options**

- 3.1 Cageless. BellSouth shall allow CLEC-1 to collocate CLEC-1’s equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow CLEC-1 to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single bay increments. Except where CLEC-1’s equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, CLEC-1 must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.

- 3.1.1 At CLEC-1’s expense, CLEC-1 may arrange with a contractor certified by BellSouth (“Certified Contractor”) to construct a collocation arrangement enclosure in accordance with BellSouth’s guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth’s standard enclosure specification, CLEC-1 and CLEC-1’s Certified Contractor must comply with the more stringent local building code requirements. CLEC-1’s Certified Contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with CLEC-1 and provide, at CLEC-1’s expense, the documentation, including architectural drawings, necessary for CLEC-1 to obtain the zoning, permits and/or other licenses. CLEC-1’s Certified Contractor shall bill CLEC-1 directly for all work performed for CLEC-1 pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the CLEC-1’s Certified Contractor. CLEC-1 must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access

CLEC-1's locked enclosure prior to notifying CLEC-1. Upon request, BellSouth shall construct the enclosure for CLEC-1.

- 3.1.2 BellSouth may elect to review CLEC-1's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. CLEC-1 shall be able to design caged enclosures in amounts as small as sufficient to house and maintain a single rack or bay of equipment. If BellSouth reviews CLEC-1's plans and specifications prior to construction, then BellSouth will have the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review CLEC-1's plans and specifications prior to construction, CLEC-1 will be entitled to request BellSouth to review; and in the event CLEC-1 does not request a BellSouth review, BellSouth shall have the right to inspect the enclosure after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require CLEC-1 to remove or correct within seven (7) calendar days at CLEC-1's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.
- 3.2 Shared (Subleased) Caged Collocation. CLEC-1 may allow other telecommunications carriers to share CLEC-1's caged collocation arrangement pursuant to terms and conditions agreed to by CLEC-1 ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. CLEC-1 shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by CLEC-1 that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Agreement between BellSouth and CLEC-1.
- 3.2.1 CLEC-1, as the Host shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within Attachment A to the SGAT and for the purposes of ensuring that the safety and security requirements of this Agreement are fully complied with by the Guest, its employees and agents. BellSouth shall provide CLEC-1 with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In Kentucky, and in addition to the foregoing, CLEC-1 shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest application shall require the assessment of a Subsequent Application Fee, as



set forth in Attachment A to the SGAT, if this Application is not the initial Application made for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.

- 3.2.2 CLEC-1 shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of CLEC-1's Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.3 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property where physical collocation space within the Premises is legitimately exhausted, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property. The Adjacent Arrangement shall be constructed or procured by CLEC-1 and in conformance with BellSouth's design and construction specifications. Further, CLEC-1 shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Agreement and the rates set forth in Attachment A to the SGAT.
- 3.3.1 Should CLEC-1 elect such option, CLEC-1 must arrange with a Certified Contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, CLEC-1 and CLEC-1's Certified Contractor must comply with the more stringent local building code requirements. CLEC-1's Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. CLEC-1's Certified Contractor shall bill CLEC-1 directly for all work performed for CLEC-1 pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by CLEC-1's Certified Contractor. CLEC-1 must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access CLEC-1's locked enclosure prior to notifying CLEC-1.
- 3.3.2 CLEC-1 must submit its plans and specifications to BellSouth with its Firm Order. BellSouth may elect to review CLEC-1's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. If BellSouth reviews CLEC-1's plans and specifications prior to construction, then BellSouth will have the right to

- inspect the Adjacent Arrangement after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review CLEC-1's plans and specifications prior to construction, CLEC-1 will be entitled to request BellSouth to review; and in the event CLEC-1 does not request a BellSouth review, BellSouth shall have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require CLEC-1 to remove or correct within seven (7) calendar days at CLEC-1's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications.
- 3.3.3 CLEC-1 shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At CLEC-1's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. CLEC-1's Certified Contractor shall be responsible, at CLEC-1's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.
- 3.3.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.

#### **4. Occupancy**

- 4.1 Occupancy. BellSouth will notify CLEC-1 in writing that the Collocation Space is ready for occupancy ("Space Ready Date"). CLEC-1 must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, CLEC-1's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.
- 4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, CLEC-1 may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate CLEC-1's right to occupy the Collocation Space in the event CLEC-1 fails to comply with any provision of this Agreement.

4.2.1 Upon termination of occupancy, CLEC-1 at its expense shall remove its equipment and other property from the Collocation Space. CLEC-1 shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of CLEC-1's Guests, unless CLEC's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. CLEC-1 shall continue payment of monthly fees to BellSouth until such date as CLEC-1, and if applicable CLEC-1's Guest, has fully vacated the Collocation Space. Should CLEC-1 or CLEC-1's Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of CLEC-1 or CLEC-1's Guest at CLEC-1's expense and with no liability for damage or injury to CLEC-1 or CLEC-1's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of CLEC-1's right to occupy Collocation Space, CLEC-1 shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by CLEC-1 except for ordinary wear and tear, unless otherwise agreed to by the Parties. CLEC-1 or CLEC-1's BellSouth Certified Vendor shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's guidelines and specifications including but not limited to Central Office Record Drawings and ERMA records. CLEC-1 shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits, etc.), at the termination of occupancy and restoring the grounds to their original condition.

## 5. Use of Collocation Space

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.

5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on CLEC-1's failure to comply with this section.

5.1.2 CLEC-1 shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the

- transmission equipment physically installed in the arrangement. The total capacity of the transmission equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. Collocated cross-connect devices are not considered transmission equipment. If full network termination capacity of the transmission equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that CLEC-1 submits an application for terminations that exceed the total capacity of the collocated equipment, CLEC-1 will be informed of the discrepancy and will be required to submit a revision to the application.
- 5.2 CLEC-1 shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises.
- 5.3 CLEC-1 shall place a plaque or other identification affixed to CLEC-1's equipment necessary to identify CLEC-1's equipment, including a list of emergency contacts with telephone numbers.
- 5.4 Entrance Facilities. CLEC-1 may elect to place CLEC-1-owned or CLEC-1-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. CLEC-1 will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. CLEC-1 will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth, which will extend from the splice location to CLEC-1's equipment in the Collocation Space. In the event CLEC-1 utilizes a non-metallic, riser-type entrance facility, a splice will not be required. CLEC-1 must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. CLEC-1 is responsible for maintenance of the entrance facilities. At CLEC-1's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point.
- 5.4.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Agreement, BellSouth shall provide CLEC-1 with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved

- for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to CLEC-1's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.
- 5.4.2 Shared Use. CLEC-1 may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to CLEC-1's collocation arrangement within the same BellSouth Premises. BellSouth shall allow the splice, provided that the fiber is non-working fiber. CLEC-1 must arrange with BellSouth for BellSouth to splice the CLEC-1 provided riser cable to the spare capacity on the entrance facility. The rates set forth in Attachment A to the SGAT will apply.
- 5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between CLEC-1's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. CLEC-1 shall be responsible for providing, and a supplier certified by BellSouth ("Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. CLEC-1 or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At CLEC-1's option and expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. CLEC-1 must make arrangements with a Certified Supplier for such placement.
- 5.6 CLEC-1's Equipment and Facilities. CLEC-1, or if required by this Agreement, CLEC-1's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by CLEC-1 which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections. CLEC-1 and its selected Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.

- 5.7 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to CLEC-1 at least 48 hours before access to the Collocation Space is required. CLEC-1 may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that CLEC-1 will not bear any of the expense associated with this work.
- 5.8 Access. Pursuant to Section 12, CLEC-1 shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. CLEC-1 agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of CLEC-1 or CLEC-1's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by CLEC-1 and returned to BellSouth Access Management within 15 calendar days of CLEC-1's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. CLEC-1 agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of CLEC-1 employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with CLEC-1 or upon the termination of this Agreement or the termination of occupancy of an individual collocation arrangement.
- 5.9 BellSouth will permit one accompanied site visit to CLEC-1's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to CLEC-1. CLEC-1 must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date CLEC-1 desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, CLEC-1 may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event CLEC-1 desires access to the Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit CLEC-1 to access the Collocation Space accompanied by a security escort at CLEC-1's expense. CLEC-1 must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.10 Lost or Stolen Access Keys. CLEC-1 shall notify BellSouth in writing within 24 hours of becoming aware in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access

Key(s), CLEC-1 shall pay for all reasonable costs associated with the re-keying or deactivating the card.

- 5.11 Interference or Impairment. Notwithstanding any other provisions of this Agreement, CLEC-1 shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of CLEC-1 violates the provisions of this paragraph, BellSouth shall give written notice to CLEC-1, which notice shall direct CLEC-1 to cure the violation within forty-eight (48) hours of CLEC-1's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.11.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if CLEC-1 fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to CLEC-1's equipment. BellSouth will endeavor, but is not required, to provide notice to CLEC-1 prior to taking such action and shall have no liability to CLEC-1 for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.11.2 For purposes of this Section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and CLEC-1 fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to CLEC-1 or, if subsequently necessary, the relevant Commission, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services,

- CLEC-1 shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.12 Personalty and its Removal. Facilities and equipment placed by CLEC-1 in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by CLEC-1 at any time. Any damage caused to the Collocation Space by CLEC-1's employees, agents or representatives during the removal of such property shall be promptly repaired by CLEC-1 at its expense.
- 5.13 Alterations. In no case shall CLEC-1 or any person acting on behalf of CLEC-1 make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by CLEC-1. Any such material rearrangement, modification, improvement, addition, or other alteration shall require a Subsequent Application and Subsequent Application Fee.
- 5.14 Janitorial Service. CLEC-1 shall be responsible for the general upkeep of the Collocation Space. CLEC-1 shall arrange directly with a BellSouth Certified Contractor for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such contractors on a site-specific basis upon request.
6. **Ordering and Preparation of Collocation Space**
- 6.1 Intentionally left blank.
- 6.2 Initial Application. For CLEC-1 or CLEC-1's Guest(s) initial equipment placement, CLEC-1 shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply.
- 6.3 Subsequent Application. In the event CLEC-1 or CLEC-1's Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, CLEC-1 shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). BellSouth



- shall determine what modifications, if any, to the Premises are required to accommodate the change requested by CLEC-1 in the Application. Such necessary modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.3.1 Subsequent Application Fee. The application fee paid by CLEC-1 for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application fee will be required. The fee for a Subsequent Application where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Attachment A to the SGAT. If the modification requires capital expenditure assessment, a full Application Fee shall apply. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.
- 6.4 Space Availability Notification.
- 6.4.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. This interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify CLEC-1 of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by CLEC-1, or differently configured, CLEC-1 must resubmit its Application to reflect the actual space available.
- 6.4.2 Denial of Application. If BellSouth notifies CLEC-1 that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying CLEC-1 that BellSouth has no available space in the requested Premises, BellSouth will allow CLEC-1, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 6.5 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed

description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit CLEC-1 to inspect any floor plans or diagrams that BellSouth provides to the Commission.

- 6.6 Waiting List. On a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.6.1 When space becomes available, CLEC-1 must submit an updated, complete, and correct Application to BellSouth within 30 calendar days of such notification. If CLEC-1 has originally requested caged collocation space and cageless collocation space becomes available, CLEC-1 may refuse such space and notify BellSouth in writing within that time that CLEC-1 wants to maintain its place on the waiting list without accepting such space. CLEC-1 may accept an amount of space less than its original request by submitting an Application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If CLEC-1 does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove CLEC-1 from the waiting list. Upon request, BellSouth will advise CLEC-1 as to its position on the list.
- 6.7 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days of the Denial of Application due to Space Exhaust. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list.
- 6.8 Application Response.
- 6.8.1 When space has been determined to be available, BellSouth will provide a written response (“Application Response”) within twenty-three (23) business days of the receipt of a Bona Fide Application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.9 Application Modifications.

6.9.1 If a modification or revision is made to any information in the Bona Fide Application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of CLEC-1 or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application for purposes of the provisioning interval and BellSouth may charge CLEC-1 an application fee. Where the Application Modification does not require assessment for provisioning or construction work by BellSouth, no application fee will be required. The fee for an Application Modification where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Attachment A to the SGAT. Major changes such as requesting additional space or adding equipment may require CLEC-1 to submit the Application with an Application Fee.

6.10 Bona Fide Firm Order.

6.10.1 CLEC-1 shall indicate its intent to proceed with equipment installation in a Company Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to the Company. A Firm Order shall be considered Bona Fide when CLEC-1 has completed the Application/Inquiry process described in Section 6.2, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by the Company. The Bona Fide Firm Order must be received by the Company no later than five (5) business days after the Company's Application Response to CLEC-1's Bona Fide Application.

6.10.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of CLEC-1's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

**7. Construction and Provisioning**

7.1 In Kentucky, BellSouth will complete construction of collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major Company equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the

- event CLEC-1 submits a forecast as described in the following section three (3) months or more prior to the application date, the above intervals shall apply. In the event CLEC-1 submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event CLEC-1 submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with CLEC-1 at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc.), conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an Application.
- 7.1.1 To be considered a timely and accurate forecast, CLEC-1 must submit to the Company the CLEC Forecast Form, as set forth in Exhibit B attached hereto, containing the following information: Central Office/Serving Wire Center CLLI, number of Caged square feet and/or Cageless bays, number of DS0, DS1, DS3 frame terminations, number of fused amps and planned application date.
- 7.2 Joint Planning. Joint planning between BellSouth and CLEC-1 will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to CLEC-1 during joint planning.
- 7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.4 Acceptance Walk Through. CLEC-1 will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying CLEC-1 that the collocation space is ready for occupancy. In the event that CLEC-1 fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by CLEC-1. BellSouth will correct any deviations to CLEC-1's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.

- 7.5 Use of BellSouth Certified Supplier. CLEC-1 shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. CLEC-1 and CLEC-1's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, CLEC-1 must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide CLEC-1 with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing CLEC-1's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and CLEC-1 upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill CLEC-1 directly for all work performed for CLEC-1 pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying CLEC-1 or any supplier proposed by CLEC-1. All work performed by or for CLEC-1 shall conform to generally accepted industry guidelines and standards.
- 7.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. CLEC-1 shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service CLEC-1's Collocation Space. Upon request, BellSouth will provide CLEC-1 with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by CLEC-1. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.
- 7.7 Virtual to Physical Collocation Relocation. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and physical collocation space has subsequently become available, CLEC-1 may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by CLEC-1, such information will be provided to CLEC-1 in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to CLEC-1 within 180 calendar days of BellSouth's written denial of CLEC-1's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) CLEC-1 was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then CLEC-1 may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges

previously paid for such virtual collocation. CLEC-1 must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

7.8 Cancellation. If, at anytime prior to space acceptance, CLEC-1 cancels its order for the Collocation Space(s) ("Cancellation"), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun.

7.9 Licenses. CLEC-1, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

7.10 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.

## **8. Rates and Charges**

8.1 BellSouth shall assess an Application Fee via a service order which shall be issued at the time BellSouth responds that space is available pursuant to section 2.1. Payment of said Application Fee will be due as dictated by CLEC-1's current billing cycle and is non-refundable.

### **8.2 Space Preparation**

8.2.1 Recurring Charges. The recurring charges for space preparation begin on the Space Ready Date or the day CLEC-1 occupies the collocation space, whichever occurs first.

8.2.2 Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. CLEC-1 shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event CLEC-1 opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to CLEC-1 as prescribed in this Section 8.

8.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.

- 8.4 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not recover any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, CLEC-1 shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, CLEC-1 shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event CLEC-1's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, CLEC-1 shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges begin on the Space Ready Date , or on the date CLEC-1 first occupies the Collocation Space, whichever is sooner.
- 8.5 Power. BellSouth shall make available –48 Volt (-48V) DC power for CLEC-1's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay ("BDFB") at CLEC-1's option within the Premises.
- 8.5.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to CLEC-1's equipment or space enclosure. Recurring power charges begin on the Space Ready Date , or on the date CLEC-1 first occupies the Collocation Space, whichever is sooner. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by CLEC-1's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by CLEC-1's BellSouth Certified power Supplier. CLEC-1 is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to CLEC-1's equipment. Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by CLEC-1 must provide BellSouth a copy of the engineering power specification prior to the day on which CLEC-1's equipment becomes operational.. BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and CLEC-1's arrangement area. CLEC-1 shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within CLEC-1's arrangement; power cable feeds; terminations of cable. Any terminations at a BellSouth power

board must be performed by a BellSouth Certified power Supplier. CLEC-1 shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia (BellCore) and ANSI Standards regarding power cabling.

- 8.5.2 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, CLEC-1 has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Supplier who shall comply with BellSouth's guidelines and specifications. Where the addition of CLEC-1's dedicated power plant results in construction of a new power plant room, upon termination of CLEC-1's right to occupy collocation space at such site, CLEC-1 shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.
- 8.5.3 If CLEC-1 elects to install its own DC Power Plant, BellSouth shall provide AC power to feed CLEC-1's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by CLEC-1's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. CLEC-1's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Attachment A. AC power voltage and phase ratings shall be determined on a per location basis. At CLEC-1's option, CLEC-1 may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.6 Security Escort. A security escort will be required whenever CLEC-1 or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 6.6.2 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Attachment A beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and CLEC-1 shall pay for such half-hour charges in the event CLEC-1 fails to show up.
- 8.7 Cable Record charges. These charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.
- 8.8 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by an effective order, in a proceeding involving



- BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, CLEC-1 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-1. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.
- 8.9 Other. If no rate is identified in Attachment A to the SGAT, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Agreement shall be due thirty (30) calendar days after receipt of the bill (payment due date). CLEC-1 will pay a late payment charge of the lesser of one and one half percent or the legal interest rate assessed monthly on any balance which remains unpaid after the payment due date.
- 9. Insurance**
- 9.1 CLEC-1 shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.
- 9.2 CLEC-1 shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of CLEC-1's real and personal property situated on or within BellSouth's Central Office location(s).
- 9.2.4 CLEC-1 may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 8.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to CLEC-1 to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by CLEC-1 shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Agreement or until all CLEC-1's property has been removed from BellSouth's Premises, whichever period is longer. If CLEC-1 fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from CLEC-1.
- 9.5 CLEC-1 shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. CLEC-1 shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from CLEC-1's insurance company. CLEC-1 shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.  
Attn.: Risk Management Coordinator  
17H53 BellSouth Center  
675 W. Peachtree Street  
Atlanta, Georgia 30375
- 9.6 CLEC-1 must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If CLEC-1's net worth exceeds five hundred million dollars (\$500,000,000), CLEC-1 may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 8.2.1 and 8.2.2. CLEC-1 shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to

CLEC-1 in the event that self-insurance status is not granted to CLEC-1. If BellSouth approves CLEC-1 for self-insurance, CLEC-1 shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of CLEC-1's corporate officers. The ability to self-insure shall continue so long as the CLEC-1 meets all of the requirements of this Section. If the CLEC-1 subsequently no longer satisfies this Section, CLEC-1 is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.2.

- 9.8 The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days' notice to CLEC-1 to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Agreement.

## **10. Mechanics Liens**

- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or CLEC-1), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

## **11. Inspections**

- 11.1 BellSouth may conduct an inspection of CLEC-1's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between CLEC-1's equipment and equipment of BellSouth. BellSouth may conduct an inspection if CLEC-1 adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide CLEC-1 with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

## 12. Security and Safety Requirements

- 12.1 CLEC-1 will be required, at its own expense, to conduct a statewide investigation of criminal history records for each CLEC-1 employee being considered for work on the BellSouth Premises, for the states/counties where the CLEC-1 employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. CLEC-1 shall not be required to perform this investigation if an affiliated company of CLEC-1 has performed an investigation of the CLEC-1 employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if CLEC-1 has performed a pre-employment statewide investigation of criminal history records of the CLEC-1 employee for the states/counties where the CLEC-1 employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 CLEC-1 shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the CLEC-1 name. BellSouth reserves the right to remove from its premises any employee of CLEC-1 not possessing identification issued by CLEC-1 or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. CLEC-1 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. CLEC-1 shall be solely responsible for ensuring that any Guest of CLEC-1 is in compliance with all subsections of this Section 11.
- 12.3 CLEC-1 will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.4 CLEC-1 shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. CLEC-1 shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any CLEC-1 personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that CLEC-1 chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, CLEC-1 may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

- 12.4.1 CLEC-1 shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 CLEC-1 shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each CLEC-1 employee requiring access to a BellSouth Premises pursuant to this Agreement, CLEC-1 shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, CLEC-1 will disclose the nature of the convictions to BellSouth at that time. In the alternative, CLEC-1 may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.6 At BellSouth's request, CLEC-1 shall promptly remove from BellSouth's Premises any employee of CLEC-1 BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of CLEC-1 is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Notification to BellSouth. BellSouth reserves the right to interview CLEC-1's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to CLEC-1's Security contact of such interview. CLEC-1 and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving CLEC-1's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill CLEC-1 for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that CLEC-1's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill CLEC-1 for BellSouth property which is stolen or damaged where an investigation determines the culpability of CLEC-1's employees, agents, or contractors and where CLEC-1 agrees, in good faith, with the results of such investigation. CLEC-1 shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other

Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this section. CLEC-1 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

### **13. Destruction of Collocation Space**

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for CLEC-1's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for CLEC-1's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to CLEC-1, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. CLEC-1 may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If CLEC-1's acceleration of the project increases the cost of the project, then those additional charges will be incurred by CLEC-1. Where allowed and where practical, CLEC-1

may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, CLEC-1 shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for CLEC-1's permitted use, until such Collocation Space is fully repaired and restored and CLEC-1's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where CLEC-1 has placed an Adjacent Arrangement pursuant to Section 3.5, CLEC-1 shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

**14. Eminent Domain**

- 14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Agreement shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and CLEC-1 shall each have the right to terminate this Agreement with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

**15. Nonexclusivity**

- 15.1 CLEC-1 understands that this Agreement is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

**16. Notices**

16.1 Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Agreement shall be given or made by CLEC-1 or BellSouth in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the parties as follows:

<u>To BellSouth:</u>	<u>To CLEC-1:</u>
600 N. 19 <sup>th</sup> Street	_____
9 <sup>th</sup> Floor	_____
Birmingham, AL 35240	_____
ATTN: CLEC Account Team	ATTN:_____

16.2 Such notices shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid.

**17. Indemnity/Limitations of Liability**

17.1 CLEC-1 shall be liable for any damage to property, equipment or facilities or injury to person caused by the activities of CLEC-1, its agents or employees pursuant to, or in furtherance of, rights granted under this Agreement. CLEC-1 shall indemnify and hold BellSouth harmless from and against any judgments, fees, costs or other expenses resulting or claimed to result from such activities by CLEC-1, its agents or employees.

17.2 BellSouth shall not be liable to CLEC-1 for any interruption of CLEC-1's service or for interference with the operation of CLEC-1's communications facilities, or for any special, indirect, incidental or consequential damages arising in any manner, including BellSouth's negligence, out of the use of the Collocation Space(s) and CLEC-1 shall indemnify, defend and hold BellSouth harmless from and against any and all claims, demands, causes of action, costs and reasonable attorneys' fees with respect to such special, indirect, incidental or consequential damages.

**18. Publicity**

18.1 CLEC-1 agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement or mentioning or implying the tradenames, logos, trademarks or service marks (hereinafter "Marks") of BellSouth Corporation and/or any of its affiliated companies or language from which the connection of said Marks therewith may be inferred or implied, or mentioning or implying the names of any personnel of BellSouth Corporation and/or any of its affiliated companies, and CLEC-1 further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written consent.



**19. Force Majeure**

19.1 Neither party shall be in default by reason of any failure in performance of this Agreement, in accordance with its terms and conditions, if such failure arises out of causes beyond the control of the nonperforming party including, but not restricted to, acts of God, acts of government, insurrections, fires, floods, accidents, epidemics, quarantines, restrictions, strikes, freight embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers or any and all other causes beyond the party's control.

**20. Assignment**

20.1 CLEC-1 acknowledges that this Agreement does not convey any right, title or interest in the Central Office to CLEC-1. This Agreement is not assignable by either party without the prior written consent of the other party, and any attempt to assign any of the rights, duties or obligations of this Agreement without such consent is void. Notwithstanding the foregoing, either party may assign any rights, duties or obligations of this Agreement to a parent, subsidiary or affiliate without the consent of the other party.

**21. No Implied Waiver**

21.1 No consent or waiver by either party to or of any breach of any covenant, term, condition, provision or duty of the other party under this Agreement shall be construed as a consent to or waiver of any other breach of the same or any other covenant, term, condition, provision or duty. No such consent or waiver shall be valid unless in writing and signed by the party granting such consent or waiver.

**22. Governing Law**

22.1 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Kentucky, without regard to its conflict of laws principles.

**23. Compliance with Laws**

23.1 The Parties agree to comply with all applicable federal, state, and local laws, rules and regulations in the performance of this Agreement.

**24. Resolution of Disputes**

24.1 Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as

to the proper implementation of this Agreement, the parties will petition the Commission in the state where the services are provided pursuant to this Agreement for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Public Service Commission concerning this Agreement.

**25. Section Headings**

25.1 The section headings used herein are for convenience only, and shall not be deemed to constitute integral provisions of this Agreement.

**26. Authority**

26.1 Each of the parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such party has the full right, power and authority to enter into and execute this Agreement on such party's behalf and that no consent from any other person or entity is required as a condition precedent to the legal effect of this Agreement.

**27. Review of Agreement**

27.1 The parties acknowledge that each has had an opportunity to review and negotiate this Agreement and has executed this Agreement only after such review and negotiation. The Parties further agree that this Agreement shall be deemed to have been drafted by both BellSouth and CLEC-1 and the terms and conditions contained herein shall not be construed any more strictly against one party or the other.

**28. Filing of Agreement**

28.1 Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, said costs shall be borne by CLEC-1.

**29. Entire Agreement**

29.1 This Agreement contains the full understanding of the Parties (superseding all prior or contemporaneous correspondence between the Parties) and shall constitute the entire agreement between BellSouth and CLEC-1 and may not be modified or amended other than by a written instrument signed by both parties. If any conflict arises between the terms and conditions contained in this Agreement and those contained in a filed tariff, the terms and conditions of this Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the day and year first above written.

BELLSOUTH TELECOMMUNICATIONS,  
INC.

(CLEC-1's Full Company Name)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Exhibit A

### ENVIRONMENTAL AND SAFETY PRINCIPLES

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

#### 1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and CLEC-1 agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (“Applicable Laws”). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Agreement.
- 1.2 Notice. BellSouth and CLEC-1 shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. CLEC-1 should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for CLEC-1 to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. CLEC-1 will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the CLEC-1 space with proper notification. BellSouth reserves the right to stop any CLEC-1 work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by CLEC-1 are owned

- by CLEC-1. CLEC-1 will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by CLEC-1 or different hazardous materials used by CLEC-1 at BellSouth Facility. CLEC-1 must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.
- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by CLEC-1 to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and CLEC-1 will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and CLEC-1 will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, CLEC-1 must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and CLEC-1 shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

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

When performing functions that fall under the following Environmental categories on BellSouth's Premises, CLEC-1 agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. CLEC-1 further agrees to cooperate with BellSouth to ensure that CLEC-1's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by CLEC-1, its employees, agents and/or subcontractors.

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

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	<p>Compliance with all applicable local, state, &amp; federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<p>Std T&amp;C 450 Fact Sheet Series 17000</p> <p>Std T&amp;C 660-3</p> <p>Approved Environmental Vendor List (Contact E/S Management)</p>
Emergency response	Hazmat/waste release/spill firesafety emergency	Fact Sheet Series 1700 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	<p>Compliance with all applicable local, state, &amp; federal laws and regulations</p> <p>Performance of services in accordance with BST's environmental M&amp;Ps</p> <p>Insurance</p>	<p>Std T&amp;C 450</p> <p>Std T&amp;C 450-B (Contact E/S for copy of appropriate E/S M&amp;Ps.)</p> <p>Std T&amp;C 660</p>
Transportation of hazardous material	<p>Compliance with all applicable local, state, &amp; federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<p>Std T&amp;C 450 Fact Sheet Series 17000</p> <p>Std T&amp;C 660-3</p> <p>Approved Environmental Vendor List (Contact E/S Management)</p>
<p>Maintenance/operations work which may produce a waste</p> <p>Other maintenance work</p>	<p>Compliance with all application local, state, &amp; federal laws and regulations</p> <p>Protection of BST employees and equipment</p>	<p>Std T&amp;C 450</p> <p>29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O</p>

		(OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations  All Hazardous Material and Waste  Asbestos notification and protection of employees and equipment	P&SM Manager - Procurement  Fact Sheet Series 17000  GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations  Pollution liability insurance  EVET approval of contractor	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996  Std T&C 660-3  Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

**3. DEFINITIONS**

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

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

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

#### **4. ACRONYMS**

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

Docs # 238901



**EXHIBIT B**

**THREE MONTH CLEC FORECAST**

CLEC NAME \_\_\_\_\_

DATE \_\_\_\_\_

STATE	Central Office/City	CAGED Sq. Ft.	CAGELESS # Bays		FRAME TERMINATIONS	CLEC Provided BDFB--Amps Load	BST Provided BDFB---Amps Load	Heat Dissipation BTU/Hour	Entrance Facilities # sheaths & # fibers	Proposed Application Date	NOTES
			Standard Bays*	Non- Standard Bays**							

\*Standard bays are defined as racks, bays or cabinets, including equipment and cable, with measurements equal to or less than the following: Width - 26", Depth - 25". The standard height for all collocated equipment bays in BellSouth is 7' 0".

\*\* Any forecast for non-standard cageless bays must include an attachment describing the quantity and width and depth measurements.

Notes: Forecast information will be used for no other purpose than collocation planning.  
Forecast with application dates greater than 3 months from the date of submission will not guarantee the reservation of space in the office requested.

**MICROWAVE COLLOCATION**

Where technically feasible and where space is available, BellSouth will provide for physical collocation of CLEC-1's microwave equipment on the roofs of BellSouth's Central Office Buildings. Such equipment will be limited to that necessary for interconnection of CLEC-1's network facilities to BellSouth's network or access to BellSouth's unbundled network elements.

Microwave Collocation includes placement of supporting masts, non-penetrating roof mounts ("NPRM"), penetrating pipe stands, parapet mounts, and microwave antenna(e) on the roof top or other suitable exterior spaces of BellSouth's Central Offices and does not include the construction of towers. The Parties will work together to determine the preferable type of antenna mount reasonably considering such factors as permitting requirements, roof maintenance issues and any other relevant factors. BellSouth shall have final approval of the type of antenna mount. The Parties agree that the elements listed below reflect requirements for Microwave Collocation, which shall be provided in accordance with the rates, terms and conditions set forth below. The Parties acknowledge that Microwave Collocation requires unobstructed line-of-sight. Unobstructed line-of-sight will be provided by BellSouth where technically feasible but is not guaranteed to be available. CLEC-1 accepts the responsibility of determining unobstructed line-of-sight at any location where CLEC-1 applies for Microwave Collocation.

**1. PROVISIONING PROCESS AND FEES**

**A. Initial Site Visit**

CLEC-1 will provide a Site Visit Request to BellSouth, in writing, setting forth the names of the BellSouth Central Office Buildings(s) CLEC-1 wishes to visit for potential Microwave Collocation. Such site visit consists of CLEC-1 representatives and appropriate BellSouth personnel visiting a BellSouth Central Office building for the purpose of determining whether an unobstructed line-of-sight is technically feasible. CLEC-1 will be responsible for making an unobstructed line-of-sight determination. Such Site Visit does not obligate CLEC-1 to request, or BellSouth to provide, Microwave Collocation on the site. The site visit will take place within fifteen (15) calendar days of receipt by BellSouth of CLEC-1's Site Visit Request or as soon thereafter as can be scheduled by the Parties.

CLEC-1 will submit a Site Visit Request Fee as specified in Exhibit B, and will pay for the reasonable cost BellSouth incurs for travel, if necessary, for each site requested with each Site Visit not to exceed two hours. Charges for site visits that take longer than two (2) hours will be charged by BellSouth to CLEC-1 at BellSouth's loaded labor rates on a per hour basis in addition to the Site Visit Request Fee. BellSouth will make every effort possible to use resources near the requested location to minimize travel required. If BellSouth determines that airline travel is required, BellSouth will contact CLEC-1 in an effort to discuss possible alternatives.

**C. Microwave Collocation Application**

This provision shall coincide with provisions under Section 6 and 7 of the Collocation Attachment.

BellSouth will respond to Microwave Collocation Application(s) pursuant to Section 2 and 6 of this Agreement.

INTERCONNECTOR shall submit the Application and Inquiry document pursuant to BellSouth's FCC #1, Section 20 tariff (for virtual) or Section 6 of the Collocation Attachment, in addition to a Microwave Collocation Attachment for each central office building where INTERCONNECTOR seeks Microwave Collocation. This application and fees will apply both to space on the roof as well as space inside the BellSouth central office.

INTERCONNECTOR shall provide BellSouth with the following data on the application to the extent available recognizing that certain information may change depending on the final determination of the location providing line of sight:

- Type of antenna mount (pipe, NPRM)
- Type of equipment to be collocated within CLEC-1's case (vendor, capacity)
- Line of sight requirements (Azimuth)
- Relevant information includes: Station Name, Call Sign, Latitude, Longitude, Primary Antenna Type, Equipment Type, Equipment Emission, Power (dBm/Watts), Receive Level (dBm), EIRP (dBm/Watts), Transmit Frequency (MHz)
- WEIGHT AND CONFIGURATION
- Other relevant information as identified at the INITIAL site visit.

Roof Inspection: BellSouth may require a roof inspection at any site where CLEC-1 requests Microwave Collocation. CLEC-1 will bear the reasonable cost of the inspection including reasonable travel cost if any. BellSouth intends to use an independent contractor which may be accompanied by BellSouth personnel. The roof inspection fee shall be assessed on an individual case basis unless negotiated as a flat rate by the Parties. Such Roof Inspection does not obligate BellSouth to provide Microwave Collocation on the site.

If BellSouth concludes that rooftop/exterior space which provides CLEC-1 with unobstructed line-of-sight does not appear to be technically feasible, BellSouth will provide CLEC-1 a written explanation of such technical infeasibility within the specified application response interval in Section 6 of the for the applicable state(s) following BellSouth's receipt of the collocation application including those cases where BellSouth's known business plans provide for or include an addition to the building which would impact the line of sight. This explanation will be included in the response to CLEC-1's application.

## SGAT ATTACHMENT I (MW)

BellSouth or its designated subcontractors shall perform all necessary work associated with the Microwave Collocation arrangement involving power and building modifications unless otherwise agreed to by the Parties. All work performed shall be done by a BellSouth certified vendor. CLEC-1 shall select a vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work on the Microwave Collocation arrangement pursuant to TR-73503, BST Electrical Standards for Wireless Service Providers on BellSouth facilities Issue 1, Sept 1996, and BST Building Construction and Fire Safety Standards – Section 16170 – June 1998. In some cases CLEC-1 must select separate BellSouth Certified Vendors for transmission equipment, switching equipment and power equipment. BellSouth shall provide CLEC-1 with a list of Certified Vendors pursuant to Section 20.20 of BellSouth's FCC #1, Virtual Expanded Interconnection tariff or the Collocation Attachment and the Certified Vendor shall bill CLEC-1 directly for all work performed for CLEC-1 and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying CLEC-1 or any vendor proposed by CLEC-1.

If rooftop/exterior space is available BellSouth shall provide CLEC-1 an estimate for such microwave collocation as described more fully in provision 1.D at the same time BellSouth provides its interior collocation space quote.

**D. Preparation of Estimate / Application Response**

Within the applicable application response interval (specified in Section 6 of the Collocation Attachment) after receiving from CLEC-1 a single complete and accurate Application and Inquiry document, BellSouth will provide, as more fully described below, an estimate including an estimate for the Non-Recurring Charges and Monthly Recurring Charges pursuant to the rates and terms set forth in BellSouth's FCC #1, Section 20 tariff for virtual collocation and Attachment A of BellSouth's SGAT Attachment.

The estimate shall reflect the specifications submitted by CLEC-1 and may change based on the actual field conditions encountered during construction.

(1) Estimate:

- (a) The Estimate /Application Response shall set forth separate estimated charges for the following work related to the installation of the Microwave Antenna Arrangement.

(i) **Architectural Plan and Structural Review:**

This shall be assessed as part of the non-recurring Microwave Preparation Fee as specified in Exhibit B of this Attachment, for BellSouth Architects or its contractors necessary to review the plans for the Microwave Collocation Arrangement. This will include applicable consulting charges and fees for reviewing permitting material and/or assisting CLEC-1 in the permitting process to the extent required.

(ii) **Permitting Review:**

This shall be assessed as part of the non-recurring Microwave Preparation Fee as specified in Exhibit B of this Attachment, for BellSouth Property and Services Management and/or Project Managers whose time was reasonably necessary and actually spent reviewing permitting material and/or assisting CLEC-1 in the permitting process. BellSouth shall have final approval authority on all proposed conditions, (which shall not be unreasonably withheld) imposed by relevant jurisdictions and BellSouth shall have the right to be represented at all hearings in connection with governmental approvals.

(iii) **Exterior (and Related Interior) Building Modification Work:**

BellSouth will include a quote for BellSouth to perform coring within the Central Office, roof strengthening or any other exterior or related interior building modification that may be required.

(iv) **Supervision of General Contractor:**

This shall be assessed as part of the non-recurring Microwave Preparation Fee as specified in Exhibit B of this Attachment, if necessary, for BellSouth Property and Services Management personnel, Consultants, or Project Managers who monitor the Microwave Antenna Support Structure installation performed by CLEC-1's contractor. The level of BellSouth's personnel or consultants shall

be commensurate with the requirements for supervising the project and monitoring construction.

(v) **Special Security Construction:**

If BellSouth demonstrates that new secure access to the Microwave Collocation location is reasonably necessary, the costs associated with the construction of such access shall be described on a separate schedule to be provided by BellSouth to CLEC-1.

(b) **Recurring Charges**

These consist of:

(i) Monthly Recurring Roof-top Space Rental Fee:

The Monthly Recurring Roof-top Space Rental Fee shall be on a per square foot basis with a minimum of 12 square feet per microwave arrangement as set forth in this Agreement in Exhibit B. CLEC-1 is limited by building and structural support constraints for determining the number of antenna(e) which can be placed on a roof mount, pipe stand, or parapet mount. The diameter of the microwave antenna(e) will be subject to a height limitation of twenty (20) feet above the building or point of attachment, subject to line-of-sight, safety, and structural engineering guidelines, (e.g., weight, wind load). Such equipment will be subject to a structural analysis to be performed by BellSouth's Structural Engineer at CLEC-1's sole expense, to ensure that the equipment does not overload the building structure. If any structural reinforcement is required in order to accommodate the placement of the requested diameter and height of such microwave antenna(e), CLEC-1 will not be allowed to place such microwave antenna(e). CLEC-1 agrees that the height of the structure will be no greater than the minimum required to accommodate line of sight requirements. At no time shall an antenna (e) be directed across open roof space without approval of BellSouth which shall not be unreasonably withheld. CLEC-1 shall be responsible for ensuring that the arrangement complies with local zoning requirements.

The billing for the Rooftop Space Rental Fee shall begin on the date the interior and rooftop space preparation activities are complete and the space is made available to CLEC-1, or the date CLEC-1 first begins the Rooftop microwave equipment installation, whichever is sooner. BellSouth will work with CLEC-1 to avoid unreasonable time differences between the completion of rooftop space preparation and interior collocation space construction.

**E. Firm Order**

All estimates shall be valid for the time period as specified in Section 6 of the Collocation Attachment, and CLEC-1 shall accept or reject within such time period, unless an extension is requested in writing by CLEC-1 and agreed to by BellSouth. Such extension will not exceed thirty (30) days. To accept an estimate, CLEC-1 shall so state in writing by submitting a Firm Order to BellSouth and shall pay BellSouth any applicable fees due at that time, with recurring charges due upon completion of the Microwave Collocation area and any necessary supporting electrical or building modification work. Payment requirements will be commensurate with BellSouth's FCC #1tariff, Section 20, or Attachment A of BellSouth's SGAT.

BellSouth will permit one accompanied site visit to CLEC-1's designated Microwave collocation arrangement location after receipt of the Firm Order without charge to CLEC-1.

**F. Pre-Design Meeting**

Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and CLEC-1 will commence within a maximum of 15 calendar days from BellSouth's receipt of a Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the Microwave Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Firm Order. The Collocation Space Completion time period will be provided to CLEC-1 during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting.

**G. Equipment and Testing:**

CLEC-1 shall be responsible for providing, at its sole expense, the antenna (e), coaxial cable, brackets, connectors, support structure, grounding and bonding materials, and weather-proofing materials for such support structure or antenna (e) required for the Microwave Collocation. CLEC-1 shall also be solely responsible for final adjustments (e.g., pointing) of the antenna (e).

**H. Use Permits:**

CLEC-1 shall be responsible for obtaining all relevant Use Permits (UPs) and shall bear all costs and fees. CLEC-1 shall regularly apprise BellSouth of the status of such permitting and consult with BellSouth as reasonably necessary.

**2. NO PROPERTY RIGHT CONFERRED**

Notwithstanding anything contained herein to the contrary, Microwave Collocation shall not confer or be deemed to confer any property interest or right in BellSouth's property, and CLEC-1 hereby acknowledges that the rights conferred hereunder shall constitute merely a non-exclusive license to use a portion of BellSouth's property solely for the purposes set forth herein. A limit of two (2) CLEC-1 Microwave Collocation arrangements per Central Office will be permitted unless otherwise agreed to by the Parties.

Title to CLEC-1's Microwave Collocation equipment shall remain in CLEC-1 as the property of CLEC-1 and shall not become fixtures to BellSouth's property.



**3. RESPONSIBILITY OF THE PARTIES**

- A. CLEC-1 shall obtain any and all applicable and necessary permits, variances, licenses, approvals and authorizations from the governmental agencies with jurisdiction, including without limitation, use permits, buildings permits, FCC licenses and FAA approval, if required, to operate and maintain CLEC-1's facilities during the Term of this Agreement.
- B. CLEC-1 shall not use BellSouth's property or permit CLEC-1's agents or contractors to do anything in or about the Central Office (s) in conflict with any applicable law affecting the condition, use or occupancy of the property or the installation, operation or maintenance of CLEC-1's Microwave Collocation equipment. CLEC-1 shall not commit any public or private nuisance or any other act or practice which might or would materially disturb the quiet enjoyment of any occupant of nearby properties.
- C. Where BellSouth performs any of the work pursuant to the quotes set forth in 1.C.(2)(a), BellSouth shall select the architect, engineers, surveyors, contractors, suppliers, consultants and subcontractors which may be necessary to develop plans, furnish materials and equipment, and perform construction work. BellSouth shall manage all such work in accordance with the plans and specifications approved by the Parties, all applicable laws, codes and regulations, and shall require that all contractors perform their work in a good workmanlike manner. BellSouth shall require that all BellSouth Contractors include CLEC-1 as an ADDITIONAL INSURED to any policies of insurance maintained by the Contractor for purposes of the work, and shall indemnify CLEC-1 from losses, costs and expenses incurred as a result of contractor's work. CLEC-1 hereby acknowledges and agrees that BellSouth shall not be liable for the work performed, material, supplies, or work products furnished by any contractor, and that CLEC-1 shall look solely to the contractor and any warranties, indemnification or insurance furnished by such Contractor, waiving and releasing BellSouth from any claim or liability therefrom except to the extent of the negligence or willful misconduct of BellSouth in the performance of its project management activities.
- D. Notwithstanding any other provision of this Agreement, CLEC-1 hereby acknowledges that BellSouth may have existing wireless communications facilities of its own or of other tenants or licensees on or at BellSouth's Central Office, and/or BellSouth may desire from time to time throughout the term of this Agreement to enter into agreements with other wireless communications providers for the installation, operation and maintenance of communications facilities on or at BellSouth's Property ("Other Wireless Carriers"). CLEC-1 shall cooperate with BellSouth and all Other Wireless Carriers so as to reasonably accommodate the needs and requirements of such Other Wireless Carriers with respect to the installation, operation, use and maintenance of their equipment and facilities, and all necessary alterations, modifications and other improvements to BellSouth's property, including utility connections and access. Subject to ownership of any exclusive frequency rights, CLEC-1's facilities shall not physically, electronically, or inductively interfere with the existing BellSouth or other customers' or tenants' existing facilities. Each transmitter individually and all transmitters collectively at a given location shall comply with appropriate federal, state, and/or local regulations governing the safe levels of RF radiation. The foregoing obligations shall apply equally to all Other Wireless Carriers.
- E. In the event CLEC-1 desires to relocate any of its then-existing Microwave Collocation facilities to a different place on the relevant BellSouth Central Office rooftop, CLEC-1 shall submit a new application with fee to BellSouth specifying the new location CLEC-1 proposes to occupy. If the relocation does not require BellSouth to expend capital, then a Subsequent Application fee will apply as covered in Exhibit B.

BellSouth shall, within thirty (30) calendar days of receipt of a complete application, approve such relocation or describe, in writing, why such relocation is not technically feasible.

F. CLEC-1's Insurance Obligations

Pursuant to Section 8 of the Collocation Attachment.

G. At its sole cost and expense, CLEC-1 shall maintain CLEC-1's Microwave equipment, including without limitation, all necessary repairs, replacements and restorations. In addition, CLEC-1 shall keep its Microwave Collocation space in a good, neat, sanitary and workmanlike condition. If CLEC-1 shall fail to keep its Microwave Collocation space in such workmanlike condition after ten (10) days written notice from BellSouth, BellSouth shall have the right but not the obligation to clean up the space on CLEC-1's behalf. In such event, CLEC-1 shall be liable to BellSouth for the cost and expense of such work, upon written demand.

4. **SECURE ACCESS**

Pursuant to Section 11 of the Collocation Attachment.

5. **CABLE PROVISIONING**

CLEC-1 is responsible for providing, running, and maintaining the cable from the radio frequency (RF) equipment to the collocation cage through the use of a BellSouth Certified Vendor. BellSouth transmission engineering bonding and grounding rules MUST be followed where the cable enters the central office and at the equipment location. BellSouth shall designate the point of entrance of the cable from the roof into the BellSouth Central Office building. BellSouth will be responsible for providing any necessary cable support structure at a rate indicated in Exhibit B. A BellSouth consultant must approve how the cable will be run.

6. **LINE OF SIGHT**

BellSouth will manage roof space on a first-come /first-served basis. BellSouth will work cooperatively with CLEC-1 in determining suitable space for CLEC-1 equipment. Once the parties mutually determine an initial location which provides for line of sight pursuant to 1A, and 1E above, CLEC-1 is guaranteed a clear line of sight from the antenna mount and the edge of BellSouth's roof line. If BellSouth requires a building enhancement modification or through the placement of additional equipment obstructs CLEC-1's existing line of sight, BellSouth will work with CLEC-1 to move the antenna mount or raise the height of the antenna mount for a clear line of sight. The costs of this modification will be borne by BellSouth.

If a third party elects to place equipment on the roof that obstructs an existing line of sight, the third party application will be denied unless all three parties mutually agree to move an existing arrangement to allow for a clear line of sight. The costs of this application will be borne by the third party.

## **7. ANTENNA MODIFICATIONS**

CLEC-1 must submit an application with a fee before adding additional equipment to the microwave collocation space or to move equipment outside of designated space. CLEC-1 may not construct improvements or make Major Alterations to its rooftop space or microwave transmission facilities without prior written approval from BellSouth, which will not be unreasonably withheld. BellSouth shall respond to any single request (application) within the specified application response interval in Section 6 of the Collocation Attachment for the applicable state(s). "Major Alterations" shall include but not be limited to: (i) additional construction by CLEC-1 of support equipment within its rooftop space, (ii) any modification to the rooftop space. "Major Alterations" shall not include (i) replacement of mounted equipment with like-sized and weight or smaller mounted equipment or similar functionality, (ii) routine repairs and maintenance to such microwave transmission facilities. Additional equipment or movement of existing equipment will require a new application and application fee. Anything outside of normal maintenance may require a subsequent application fee as indicated in Attachment A of BellSouth's SGAT.

## **8. USE OF ANTENNA SPACE ON OTHER BELLSOUTH TOWERS**

Requirements for antenna space on existing towers that are not part of a BellSouth central office will be handled through BellSouth's Master Licensing Process.

## **9. EQUIPMENT REMOVAL**

- A. If, at any time, BellSouth reasonably determines that any of CLEC-1's facilities or equipment or the installation of CLEC-1's facilities or equipment does not meet the requirements outlined in this Agreement, CLEC-1 will be responsible for the costs associated with the removal of such facilities or equipment or modification of the facilities or equipment or installation thereof to render it complaint. The removal of equipment must be done by a BellSouth Certified Vendor unless the Parties agree that another certified vendor can be used. If CLEC-1 fails to correct any non-compliance with these standards or fails to demonstrate that the equipment is compliant within fifteen (15) days' written notice to CLEC-1, BellSouth may have the facilities or equipment removed or the condition correct at CLEC-1's expense. Removal of Microwave Collocation equipment shall be as specified in paragraph 9B below.
- B. Except where otherwise agreed to by the Parties, CLEC-1 may terminate occupancy in a particular Collocation Space upon thirty (30) calendar days prior written notice to BellSouth. Upon termination of such occupancy, CLEC-1 at its expense shall remove its equipment and other property from the Collocation Space. CLEC-1 shall have thirty (30) calendar days from the termination date to complete such removal, provided, however, that CLEC-1 shall continue payment of monthly fees to BellSouth until such date as CLEC-1 has fully vacated the Collocation Space. Should CLEC-1 fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of CLEC-1 at CLEC-1's expense and with no liability for damage or injury to CLEC-1's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon expiration of this Agreement with respect to a Collocation Space, CLEC-1 shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by the CLEC-1 except for ordinary wear and tear unless otherwise agreed to by the Parties.

## **10. NATURE OF USE**

CLEC-1 equipment must comply with BellCore Network Equipment Building System (NEBS) Requirements, Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (TR-NWT-001089), and FCC OET Bulletin 65 dated 08/97. Requirements of provision 20.18 of BellSouth's FCC #1 tariff also apply. The operation of CLEC-1's microwave equipment shall comply with all applicable federal and state RF guidelines.

**11. POWER REQUIREMENTS FOR MICROWAVE ARRANGEMENT**

BellSouth will not provide power or environmental support to the roof space. If BellSouth agrees in response to a specific request by CLEC-1 to provide power or environmental support to the roof space, CLEC-1 will bear all associated costs as specified by BellSouth to provide such services.

**12. GROUNDING AND BONDING**

CLEC-1 at its expense will ensure that any microwave equipment placed on the rooftop collocation space or in the building shall be grounded and bonded according to BellSouth's standards which shall be at a minimum consistent with industry standards. BellSouth agrees that grounding and bonding requirements shall be applied in parity to itself and other Interconnectors for similar types of equipment.

**13. COLLOCATION AGREEMENT PROVISIONS**

Any provision provided specifically herein shall be in addition to applicable provisions in the Collocation Agreement.

**By and Between**

**BellSouth Telecommunications, Inc.**

**And**

---

**BELLSOUTH  
REMOTE SITE COLLOCATION  
MASTER AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between BellSouth Telecommunications, Inc., (“BellSouth”) a corporation organized and existing under the laws of the State of Georgia, and \_\_\_\_\_, (“CLEC-1”) a (corporation) organized and existing under the laws of \_\_\_\_\_;

W I T N E S S E T H

WHEREAS, CLEC-1 is a telecommunications carrier and wishes to occupy BellSouth Remote Site Collocation Space as defined herein for the purpose of interconnection to BellSouth’s facilities;

WHEREAS, BellSouth has space available in its Remote Site(s) which CLEC-1 desires to utilize; and

WHEREAS, BellSouth is willing to make such space available to CLEC-1 within its Remote Site(s) subject to all terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual agreements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**1. Scope of Agreement**

- 1.1 Scope of Agreement. The terms and conditions contained within this Agreement and the rates included in Attachment A to the SGAT shall only apply when CLEC-1 is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location.
- 1.2 Right to occupy. BellSouth shall offer to CLEC-1 Remote Site Collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission (“FCC”). Subject to the terms and conditions of this Agreement, and the rates contained in Attachment A to the SGAT, BellSouth hereby grants to CLEC-1 a right to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, of a size which is specified by CLEC-1 and agreed to by BellSouth (hereinafter “Remote Collocation Space”). BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Agreement and Attachment A to the SGAT do not include all the necessary terms and conditions for BellSouth remote locations other than

cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions at the request for collocation at BellSouth remote locations other than those specified above.

- 1.2.1 The number of racks/bays specified by CLEC-1 may contemplate a request for space sufficient to accommodate CLEC-1's growth within a two-year period.
- 1.2.2 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.
- 1.3 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this Agreement. Additionally, where BellSouth notifies CLEC-1 that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon CLEC-1's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for CLEC-1. CLEC-1 agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for CLEC-1. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Agreement and BellSouth, despite its best efforts, is unable to secure such access and use rights for CLEC-1 as above, CLEC-1 shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with CLEC-1 in obtaining such permission.
- 1.4 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any vacant space in the Remote Site Location. CLEC-1 will be responsible for any justification of vacant space within its Remote Collocation Space, if such justification is required by the appropriate state commission.
- 1.5 Use of Space. CLEC-1 shall use the Remote Collocation Space for the purposes of installing, maintaining and operating CLEC-1's equipment (to include testing and monitoring equipment) necessary, for interconnection with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. The Remote Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.
- 1.6 Rates and charges. CLEC-1 agrees to pay the rates and charges identified in Attachment A to the SGAT.

- 1.7 Due Dates. If any due date contained in this Agreement falls on a weekend or holiday, then the due date will be the next business day thereafter.

## 2. **Space Availability Report**

- 2.1 Reporting. Upon request from CLEC-1, BellSouth will provide a written report ("Space Availability Report") specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

- 2.1.1 The request from CLEC-1 for a Space Availability Report must be written and must include the Common Language Location Identification ("CLLI") code for both the Remote Site Location and the serving central office. Such information regarding the CLLI code for the serving central offices located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4. If CLEC-1 is unable to obtain the CLLI code, from for example a site visit to the remote site, CLEC-1 may request the CLLI code from BellSouth. To obtain a CLLI code for a remote site directly from BellSouth, CLEC-1 should submit to BellSouth a Remote Site Interconnection Request for Remote Site CLLI Code prior to submitting its request for a Space Availability Report. CLEC-1 should complete all the requested information and submit the Request with the applicable fee to BellSouth.

- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. This interval excludes national holidays. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify CLEC-1 and inform CLEC-1 of the time frame under which it can respond.

## 3. **Collocation Options**

- 3.1 Compliance. The parties agree to comply with all applicable federal, state, county, local and administrative laws, orders, rules, ordinances, regulations, and codes in the performance of their obligations hereunder.
- 3.2 Cageless. BellSouth shall allow CLEC-1 to collocate CLEC-1's equipment and facilities without requiring the construction of a cage or similar structure.



- BellSouth shall allow CLEC-1 to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments. For equipment requiring special technical considerations, CLEC-1 must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 7.5 following. Subject to space availability and technical feasibility, at CLEC-1's option, CLEC-1 may enclose its equipment.
- 3.3 Shared (Subleased) Collocation. CLEC-1 may allow other telecommunications carriers to share CLEC-1's Remote Collocation Space pursuant to terms and conditions agreed to by CLEC-1 ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. CLEC-1 shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by CLEC-1 that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Agreement between BellSouth and CLEC-1.
- 3.3.1 CLEC-1 shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within Attachment A to the SGAT; and for the purposes of ensuring that the safety and security requirements of this Agreement are fully complied with by the Guest, its employees and agents. BellSouth shall provide CLEC-1 with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In addition to the foregoing, CLEC-1 shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an Application, only one Application Fee will be assessed. A separate Guest Application shall require the assessment of an Application Fee, as set forth in Attachment A to the SGAT. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.
- 3.3.2 CLEC-1 shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of CLEC-1's Guests in the Remote Collocation Space except to the

extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will provide approval for adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") where space within the Remote Site Location is legitimately exhausted, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Remote Site Adjacent Arrangement shall be constructed or procured by CLEC-1 and in conformance with BellSouth's design and construction specifications. Further, CLEC-1 shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Agreement. Rates shall be negotiated at the time of the request for the Remote Site Adjacent Arrangement.
- 3.4.1 Should CLEC-1 elect such an option, CLEC-1 must arrange with a BellSouth Certified Contractor to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, CLEC-1 and CLEC-1's BellSouth Certified Contractor must comply with local building code requirements. CLEC-1's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. CLEC-1's BellSouth Certified Contractor shall bill CLEC-1 directly for all work performed for CLEC-1 pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. CLEC-1 must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access CLEC-1's locked enclosure prior to notifying CLEC-1.
- 3.4.2 BellSouth maintains the right to review CLEC-1's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s). BellSouth shall complete its review within fifteen (15) calendar days. BellSouth may inspect the Remote Site Adjacent Arrangement(s) following construction and prior to the equipment becoming operational, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require CLEC-1, at CLEC-1's sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Remote Site Adjacent Arrangement, within seven (7) calendar days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.

- 3.4.3 CLEC-1 shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning (“HVAC”), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At CLEC-1’s option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. CLEC-1’s BellSouth Certified Contractor shall be responsible, at CLEC’s expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.
- 3.4.4 BellSouth shall allow Shared (Subleased) Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.

## **4 Occupancy**

- 4.1 Occupancy. BellSouth will notify CLEC-1 in writing that the Remote Collocation Space is ready for occupancy. CLEC-1 must notify BellSouth in writing that collocation equipment installation is complete. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice.
- 4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, CLEC-1 may terminate occupancy in a particular Remote Site Location by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy.
- 4.2.1 Upon termination of occupancy, CLEC-1 at its expense shall remove its equipment and other property from the Remote Collocation Space. CLEC-1 shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of CLEC-1’s Guests, unless CLEC’s Guest has assumed responsibility for the collocation space housing the Guest’s equipment and executed the documentation required by BellSouth prior to such removal date; provided, however, that CLEC-1 shall continue payment of monthly fees to BellSouth until such date as CLEC-1, and if applicable CLEC-1’s Guest, has fully vacated the Remote Collocation Space. Should CLEC-1 or CLEC-1’s Guest fail to vacate the Remote Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of CLEC-1 or CLEC-1’s Guest at CLEC-1’s expense and with no liability for damage or injury to CLEC-1 or CLEC-1’s Guest’s property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of occupancy with respect to a

Remote Collocation Space, CLEC-1 shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the CLEC-1 except for ordinary wear and tear unless otherwise agreed to by the Parties. CLEC-1 shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of a Remote Site Adjacent Arrangement at the termination of occupancy and restoring the grounds to their original condition.

## **5 Use of Remote Collocation Space**

- 5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services.
- 5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on CLEC-1's failure to comply with these requirements.
- 5.1.2 CLEC-1 shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.
- 5.1.3 CLEC-1 shall place a plaque or other identification affixed to CLEC-1's equipment to identify CLEC-1's equipment, including a list of emergency contacts with telephone numbers.
- 5.1.4 All CLEC-1 equipment installation shall comply with BellSouth TR 73503-11, Section 8, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid state protector unit (over-voltage protection only) which has been listed by a nationally recognized testing laboratory.
- 5.2 Entrance Facilities. CLEC-1 may elect to place CLEC-1-owned or CLEC-1-leased entrance facilities into the Remote Collocation Space from CLEC-1's point of presence. BellSouth will designate the point of interconnection at the

Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. CLEC-1 will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. CLEC-1 must contact BellSouth for instructions prior to placing the entrance facility cable. CLEC-1 is responsible for maintenance of the entrance facilities.

- 5.2.1 Shared Use. CLEC-1 may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to CLEC-1's collocation arrangement within the same BellSouth Remote Site Location.
- 5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between CLEC-1's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. CLEC-1 or its agent must perform all required maintenance to CLEC-1 equipment/facilities on its side of the demarcation point, pursuant to Section 5.4, following.
- 5.4 CLEC-1's Equipment and Facilities. CLEC-1, or if required by this Agreement, CLEC-1's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by CLEC-1.
- 5.5 BellSouth's Access to Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications.
- 5.6 Access. Pursuant to Section 12, CLEC-1 shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. CLEC-1 agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of CLEC-1 or CLEC-1's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by CLEC-1 and returned to BellSouth Access Management within fifteen (15) calendar days of CLEC-1's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. CLEC-1 agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of CLEC-1 employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with CLEC-1 or upon the termination of this Agreement or the termination of occupancy of an individual Remote Site collocation arrangement.

- 5.6.1 CLEC-1 must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date CLEC-1 desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, CLEC-1 may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event CLEC-1 desires access to the Collocation Space after submitting such a request but prior to access being approved, BellSouth shall permit CLEC-1 to access the Collocation Space accompanied by a security escort at CLEC-1's expense. CLEC-1 must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.7 Lost or Stolen Access Keys. CLEC-1 shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations as a result of a lost Access Key(s) or for failure to return an Access Key(s), CLEC-1 shall pay for all reasonable costs associated with the re-keying.
- 5.8 Interference or Impairment. Notwithstanding any other provisions of this Agreement, equipment and facilities placed in the Remote Collocation Space shall not significantly degrade, interfere with or impair service provided by BellSouth or by any other interconnector located in the Remote Site Location; shall not endanger or damage the facilities of BellSouth or of any other interconnector, the Remote Collocation Space, or the Remote Site Location; shall not compromise the privacy of any communications carried in, from, or through the Remote Site Location; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of CLEC-1 violates the provisions of this paragraph, BellSouth shall give written notice to CLEC-1, which notice shall direct CLEC-1 to cure the violation within forty-eight (48) hours of CLEC-1's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.8.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if CLEC-1 fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or other interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to CLEC-1's equipment. BellSouth will endeavor, but is not required, to provide notice to CLEC-1 prior

to taking such action and shall have no liability to CLEC-1 for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

- 5.8.2 For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and CLEC-1 fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to CLEC-1 or, if subsequently necessary, the relevant Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, CLEC-1 shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.9 Presence of Facilities. Facilities and equipment placed by CLEC-1 in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain its status as personality and may be removed by CLEC-1 at any time. Any damage caused to the Remote Collocation Space by CLEC-1's employees, agents or representatives shall be promptly repaired by CLEC-1 at its expense.
- 5.10 Alterations. In no case shall CLEC-1 or any person acting on behalf of CLEC-1 make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any specialized alterations shall be paid by CLEC-1. Any material rearrangement, modification, improvement, addition, or other alteration shall require an Application Fee.
- 5.11 Upkeep of Remote Collocation Space. CLEC-1 shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. CLEC-1 shall be responsible for removing any CLEC-1 debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.

## 6. Space Notification

- 6.1 Intentionally left blank.
- 6.2 Application for Space. CLEC-1 shall submit a Remote Site Collocation Application when CLEC-1 or CLEC-1's Guest(s), as defined in Section 3.3, desires to request or modify the use of the Remote Collocation Space.
- 6.3 Initial Application. For CLEC-1 or CLEC-1's Guest(s) equipment placement, CLEC-1 shall submit to BellSouth an Application. The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information. Prior to submitting the application, CLLI information can be obtained in the manner set forth in Section 2.1.1. An Application Fee will apply.
- 6.4 Subsequent Application In the event CLEC-1 or CLEC-1's Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, CLEC-1 shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by CLEC-1 in the Application. Such necessary modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.4.1 Subsequent Application Fee. The application fee paid by CLEC-1 for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application fee will be required. The fee for a Subsequent Application where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Attachment A to the SGAT. If the modification requires capital expenditure assessment, a full Application Fee shall apply. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.
- 6.5 Availability of Space. Upon submission of an Application, BellSouth will permit CLEC-1 to physically collocate, pursuant to the terms of this Agreement, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that Remote Site Collocation is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth



reserves the right to make additional space available, in which case the conditions in Section 7.2 shall apply, or BellSouth may elect to deny space in accordance with this section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify CLEC-1 of the amount that is available.

- 6.5.1 Availability Notification. BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. This interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify CLEC-1 of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by CLEC-1, CLEC-1 must resubmit its Application to reflect the actual space available.
- 6.6 Denial of Application. If BellSouth notifies CLEC-1 that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying CLEC-1 that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow CLEC-1, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. This interval excludes national holidays. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 6.7 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit CLEC-1 to inspect any plans or diagrams that BellSouth provides to the Commission.
- 6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list
- 6.8.1 When space becomes available, CLEC-1 must submit an updated, complete, and correct Application to BellSouth within thirty (30) calendar days of such

notification. CLEC-1 may accept an amount of space less than its original request by submitting an Application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If CLEC-1 does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove CLEC-1 from the waiting list. Upon request, BellSouth will advise CLEC-1 as to its position on the list.

- 6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days of the Denial of Application date. This interval excludes national holidays. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.
- 6.10 Application Response.
- 6.10.1 When space has been determined to be available, BellSouth will provide a written response ("Application Response"), within twenty-three (23) business days of the receipt of a Bona Fide Application, which will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.
- 6.10 Application Modifications.
- 6.11.1 If a modification or revision is made to any information in the Bona Fide Application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of CLEC-1 or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application for purposes of the provisioning interval, and BellSouth may charge CLEC-1 an Application Fee. Where the Application Modification does not require assessment for provisioning or construction work by BellSouth, no application fee will be required. The fee for an Application Modification where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Attachment A to the SGAT. Major changes, such as requesting additional space or adding equipment may require CLEC-1 to resubmit the Application and an additional Application Fee shall apply.
- 6.12 Bona Fide Firm Order.

- 6.12.1 CLEC-1 shall indicate its intent to proceed with equipment installation in a Company Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when CLEC-1 has completed the Application/Inquiry process and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than five (5) business days after BellSouth's Application Response to CLEC-1's Bona Fide Application.
- 6.13 BellSouth will permit one accompanied site visit to CLEC-1's designated Remote Collocation Space after receipt of the Bona Fide Firm Order without charge to CLEC-1.

## **7. Construction and Provisioning**

### **7.1 Construction and Provisioning Intervals.**

- 7.1.1 In Kentucky, BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major Company equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event CLEC-1 submits a forecast as described in the following section three (3) months or more prior to the application date, the above intervals shall apply. In the event CLEC-1 submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event CLEC-1 submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with CLEC-1 at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc.), conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an Application.

- 7.1.1.1 To be considered a timely and accurate forecast, CLEC-1 must submit to BellSouth the CLEC Forecast Form, as set forth in Exhibit B attached hereto, containing the following information: Central Office/Serving Wire Center CLLI, Remote Site CLLI, number of bays, number of DS0, DS1, DS3 terminations, equipment power requirements (power drain) and planned application date
- 7.2 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide CLEC-1 with the estimated completion date in its Response.
- 7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.4 Acceptance Walk Through. CLEC-1 will schedule and complete an acceptance walk through of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying CLEC-1 that the collocation space is ready for occupancy. BellSouth will correct any deviations to CLEC-1's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 7.5 Use of BellSouth Certified Supplier. CLEC-1 shall select a supplier that has been approved by BellSouth to perform all engineering and installation work required in the Remote Collocation Space per TR 73503 specifications ("Certified Supplier"). BellSouth shall provide CLEC-1 with a list of Certified Suppliers upon request. The Certified Supplier(s) shall be responsible for installing CLEC-1's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and CLEC-1 upon successful completion of installation. The Certified Supplier shall bill CLEC-1 directly for all work performed for CLEC-1 pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Supplier. BellSouth shall consider certifying CLEC-1 or any supplier proposed by CLEC-1. All work performed by or for CLEC-1 shall conform to generally accepted industry guidelines and standards.
- 7.6 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. CLEC-1 shall be responsible for placement, monitoring and removal of alarms used to service CLEC-1's Remote Collocation Space and for ordering the necessary

- services therefor. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.
- 7.7 Virtual Remote Site Collocation Relocation. BellSouth offers Virtual Collocation pursuant to the terms and conditions set forth in its F.C.C. Tariff No. 1 for Remote Site Collocation locations. The rates shall be the same as provided in this Attachment A to the SGAT. CLEC-1 may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.1. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and that physical Remote Collocation Space has subsequently become available, CLEC-1 may relocate its virtual Remote Site collocation arrangements to physical Remote Site collocation arrangements and pay the appropriate non-recurring fees for physical Remote Site collocation and for the rearrangement or reconfiguration of services terminated in the virtual Remote Site collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Site collocation may become available at the location requested by CLEC-1, such information will be provided to CLEC-1 in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to CLEC-1 within 180 calendar days of BellSouth's written denial of CLEC-1's request for physical collocation, and (ii) CLEC-1 was not informed in the written denial that physical Remote Collocation Space would become available within such 180 calendar days, then CLEC-1 may relocate its virtual Remote Site collocation arrangement to a physical Remote Site collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Site collocation. CLEC-1 must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.
- 7.8 Cancellation. If, at anytime prior to space acceptance, CLEC-1 cancels its order for the Remote Collocation Space(s), CLEC-1 will reimburse BellSouth for the applicable non-recurring rate for any and all work processes for which work has begun.
- 7.9 Licenses. CLEC-1, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Remote Collocation Space.
- 7.10 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.

## 8. Rates and Charges

- 8.1 Application Fee. BellSouth will assess an Application Fee on a service order which shall be issued at the time BellSouth responds that space is available. Payment of the Application Fee will be due as dictated by CLEC-1's current billing cycle and is non-refundable.
- 8.2 Recurring Fees. Recurring charges begin on the date that CLEC-1 executes the written document accepting the Remote Collocation Space pursuant to Section 7.4, or on the date CLEC-1 first occupies the Remote Collocation Space, whichever is sooner. If CLEC-1 fails to schedule and complete a walkthrough pursuant to Section 7.4 within fifteen (15) days after BellSouth releases the space for occupancy, then BellSouth shall begin billing CLEC-1 for recurring charges as of the sixteenth (16) day after BellSouth releases the Remote Collocation Space. Other charges shall be billed upon request for the services. All charges shall be due as dictated by CLEC-1's current billing cycle.
- 8.3 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power CLEC-1's equipment. CLEC-1 shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible.
- 8.4 Power. BellSouth shall make available -48 Volt (-48V) DC power for CLEC-1's Remote Collocation Space at a BellSouth Power Board (Fuse and Alarm Panel) or BellSouth Battery Distribution Fuse Bay ("BDFB") at CLEC-1's option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for CLEC-1's equipment exceeds the capacity for the rack/bay, then such power requirements shall be assessed on a recurring per amp basis for the individual case.
- 8.4.1 Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by CLEC-1's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. CLEC-1's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to CLEC-1's equipment becoming operational. AC power voltage and phase ratings shall be determined on a per location basis. At CLEC-1's option, CLEC-1 may arrange for AC power in

an Adjacent Collocation arrangement from a retail provider of electrical power.

- 8.5 Security Escort. A security escort will be required whenever CLEC-1 or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed prior to completing BellSouth's Security Training requirements. The parties will negotiate appropriate security escort rates which will be assessed on a one half (1/2) hour increment basis.
- 8.6 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by an effective order, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, CLEC-1 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-1. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.
- 8.7 Other. If no rate is identified in Attachment A to the SGAT, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges shall be due as dictated by CLEC-1's current billing cycle. CLEC-1 will pay a late payment charge of the lessor of one and one half percent or the legal interest rate assessed monthly on any balance which remains unpaid after the payment due date.

## 9. Insurance

- 9.1 Maintain Insurance. CLEC-1 shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 9 and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.
- 9.2 Coverage. CLEC-1 shall maintain the following specific coverage:

- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of CLEC-1's real and personal property situated on or within BellSouth's Remote Site Location.
- 9.2.4 CLEC-1 may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 Limits. The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to CLEC-1 to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by CLEC-1 shall be deemed to be primary. All policies purchased by CLEC-1 shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Agreement or until all CLEC-1's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If CLEC-1 fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from CLEC-1.
- 9.5 Submit certificates of insurance. CLEC-1 shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. CLEC-1 shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from CLEC-1's insurance company. CLEC-1 shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:



BellSouth Telecommunications, Inc.  
Attn.: Risk Management Coordinator  
675 W. Peachtree Street  
Rm. 17H53  
Atlanta, Georgia 30375

- 9.6 Conformance to recommendations made by BellSouth's fire insurance company. CLEC-1 must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If CLEC-1's net worth exceeds five hundred million dollars (\$500,000,000), CLEC-1 may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.3. CLEC-1 shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to CLEC-1 in the event that self-insurance status is not granted to CLEC-1. If BellSouth approves CLEC-1 for self-insurance, CLEC-1 shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of CLEC-1's corporate officers. The ability to self-insure shall continue so long as CLEC-1 meets all of the requirements of this Section. If CLEC-1 subsequently no longer satisfies this Section, CLEC-1 is required to purchase insurance as indicated by Sections 9.2.1 and 8.2.3.
- 9.8 Net worth requirements. The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days' notice to CLEC-1 to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply. Failure to comply with the provisions of this Section will be deemed a material breach of this Agreement.

## **10. Mechanics Liens**

- 10.1 Mechanics Lien or other Liens. If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or CLEC-1), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien

to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

## **11. Inspections**

- 11.1 BellSouth may conduct inspection. BellSouth may conduct an inspection of CLEC-1's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between CLEC-1's equipment and equipment of BellSouth. BellSouth may conduct an inspection if CLEC-1 adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide CLEC-1 with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

## **12. Security and Safety Requirements**

- 12.1 CLEC-1 will be required, at its own expense, to conduct a statewide investigation of criminal history records for each CLEC-1 employee being considered for work on the BellSouth Premises, for the states/counties where the CLEC-1 employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. CLEC-1 shall not be required to perform this investigation if an affiliated company of CLEC-1 has performed an investigation of the CLEC-1 employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if CLEC-1 has performed a pre-employment statewide investigation of criminal history records of the CLEC-1 employee for the states/counties where the CLEC-1 employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 CLEC-1 shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the CLEC-1 name. BellSouth reserves the right to remove from its premises any employee of CLEC-1 not possessing identification issued by CLEC-1 or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. CLEC-1 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. CLEC-1 shall be solely responsible for ensuring that any Guest of CLEC-1 is in compliance with all subsections of this Section 12.

- 12.3 CLEC-1 will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.4 CLEC-1 shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. CLEC-1 shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any CLEC-1 personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that CLEC-1 chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, CLEC-1 may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 CLEC-1 shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 CLEC-1 shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each CLEC-1 employee requiring access to a BellSouth Premises pursuant to this Agreement, CLEC-1 shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, CLEC-1 will disclose the nature of the convictions to BellSouth at that time. In the alternative, CLEC-1 may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.6 At BellSouth's request, CLEC-1 shall promptly remove from BellSouth's Premises any employee of CLEC-1 BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of CLEC-1 is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.

- 12.7 Notification to BellSouth. BellSouth reserves the right to interview CLEC-1's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to CLEC-1's Security contact of such interview. CLEC-1 and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving CLEC-1's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill CLEC-1 for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that CLEC-1's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill CLEC-1 for BellSouth property that is stolen or damaged where an investigation determines the culpability of CLEC-1's employees, agents, or contractors and where CLEC-1 agrees, in good faith, with the results of such investigation. CLEC-1 shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this section. CLEC-1 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.
- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs. In no event shall CLEC-1, its agents, vendors or employees access BellSouth or any other CLEC's end user telephone lines.
- 12.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.
- 13. Destruction of Remote Collocation Space**
- 13.1 Remote Collocation Space is damaged. In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by

similar causes to such an extent as to be rendered wholly unsuitable for CLEC-1's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate this Agreement with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for CLEC-1's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to CLEC-1, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. CLEC-1 may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If CLEC-1's acceleration of the project increases the cost of the project, then those additional charges will be incurred by CLEC-1. Where allowed and where practical, CLEC-1 may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, CLEC-1 shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for CLEC-1's permitted use, until such Remote Collocation Space is fully repaired and restored and CLEC-1's equipment installed therein (but in no event later than thirty (30) business days after the Remote Collocation Space is fully repaired and restored). Where CLEC-1 has placed a Remote Site Adjacent Arrangement pursuant to section 3.4, CLEC-1 shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

#### **14. Eminent Domain**

- 14.1 Power of Eminent Domain. If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Agreement shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Remote Collocation Space or Remote Site Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for

a period subsequent to the date of the taking. If any part of the Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken under eminent domain, BellSouth and CLEC-1 shall each have the right to terminate this Agreement with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

**15. Nonexclusivity**

15.1 Agreement is not exclusive. CLEC-1 understands that this Agreement is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

**16. Notices**

16.1 Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Agreement shall be given or made by CLEC-1 or BellSouth in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the parties as follows:

<u>To BellSouth:</u> 600 N. 19 <sup>th</sup> Street 9 <sup>th</sup> Floor Birmingham, AL 35240 ATTN: CLEC Account Team	<u>To CLEC-1:</u> _____ _____ _____ ATTN: _____
--	---

16.2.1 Such notices shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid.

**17. Indemnity/Limitations of Liability**

17.1 CLEC-1 shall be liable for any damage to property, equipment or facilities or injury to person caused by the activities of CLEC-1, its agents or employees pursuant to, or in furtherance of, rights granted under this Agreement. CLEC-1 shall indemnify and hold BellSouth harmless from and against any judgments, fees, costs or other expenses resulting or claimed to result from such activities by CLEC-1, its agents or employees.

17.2 BellSouth shall not be liable to CLEC-1 for any interruption of CLEC-1's service or for interference with the operation of CLEC-1's communications facilities, or for any special, indirect, incidental or consequential damages

arising in any manner, including BellSouth's negligence, out of the use of the Collocation Space(s) and CLEC-1 shall indemnify, defend and hold BellSouth harmless from and against any and all claims, demands, causes of action, costs and reasonable attorneys' fees with respect to such special, indirect, incidental or consequential damages.

## **18. Publicity**

- 18.1 CLEC-1 agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement or mentioning or implying the tradenames, logos, trademarks or service marks (hereinafter "Marks") of BellSouth Corporation and/or any of its affiliated companies or language from which the connection of said Marks therewith may be inferred or implied, or mentioning or implying the names of any personnel of BellSouth Corporation and/or any of its affiliated companies, and CLEC-1 further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written consent.

## **19. Force Majeure**

- 19.1 Neither party shall be in default by reason of any failure in performance of this Agreement, in accordance with its terms and conditions, if such failure arises out of causes beyond the control of the nonperforming party including, but not restricted to, acts of God, acts of government, insurrections, fires, floods, accidents, epidemics, quarantines, restrictions, strikes, freight embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers or any and all other causes beyond the party's control.

## **20. Assignment**

- 20.1 CLEC-1 acknowledges that this Agreement does not convey any right, title or interest in the Central Office to CLEC-1. This Agreement is not assignable by either party without the prior written consent of the other party, and any attempt to assign any of the rights, duties or obligations of this Agreement without such consent is void. Notwithstanding the foregoing, either party may assign any rights, duties or obligations of this Agreement to a parent, subsidiary or affiliate without the consent of the other party.

## **21. No Implied Waiver**

- 21.1 No consent or waiver by either party to or of any breach of any covenant, term, condition, provision or duty of the other party under this Agreement shall be construed as a consent to or waiver of any other breach of the same or any other covenant, term, condition, provision or duty. No such consent or waiver

shall be valid unless in writing and signed by the party granting such consent or waiver.

## **22. Governing Law**

22.1 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Kentucky, without regard to its conflict of laws principles.

## **23. Compliance with Laws**

23.1 The Parties agree to comply with all applicable federal, state, and local laws, rules and regulations in the performance of this Agreement.

## **24. Resolution of Disputes**

24.1 Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the Commission in the state where the services are provided pursuant to this Agreement for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Public Service Commission concerning this Agreement.

## **25. Section Headings**

25.1 The section headings used herein are for convenience only, and shall not be deemed to constitute integral provisions of this Agreement.

## **26. Authority**

26.1 Each of the parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such party has the full right, power and authority to enter into and execute this Agreement on such party's behalf and that no consent from any other person or entity is required as a condition precedent to the legal effect of this Agreement.

## **27. Review of Agreement**

27.1 The parties acknowledge that each has had an opportunity to review and negotiate this Agreement and has executed this Agreement only after such review and negotiation. The Parties further agree that this Agreement shall



be deemed to have been drafted by both BellSouth and CLEC-1 and the terms and conditions contained herein shall not be construed any more strictly against one party or the other.

**28. Filing of Agreement**

28.1 Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, said costs shall be borne by CLEC-1.

**29. Entire Agreement**

29.1 This Agreement contains the full understanding of the Parties (superseding all prior or contemporaneous correspondence between the Parties) and shall constitute the entire agreement between BellSouth and CLEC-1 and may not be modified or amended other than by a written instrument signed by both parties. If any conflict arises between the terms and conditions contained in this Agreement and those contained in a filed tariff, the terms and conditions of this Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the day and year first above written.

BELLSOUTH TELECOMMUNICATIONS,  
INC.

(CLEC-1's Full Company Name)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A****ENVIRONMENTAL AND SAFETY  
PRINCIPLES**

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

**1. GENERAL PRINCIPLES**

- 1.1 Compliance with Applicable Law. BellSouth and CLEC-1 agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Agreement.
- 1.2 Notice. BellSouth and CLEC-1 shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. CLEC-1 should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for CLEC-1 to follow when working at BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. CLEC-1 will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the CLEC-1 space with proper notification. BellSouth reserves the right to stop any CLEC-1 work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by CLEC-1 are owned by CLEC-1. CLEC-1 will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by CLEC-1 or different hazardous materials used by CLEC-1 at BellSouth Facility. CLEC-1 must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.
- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by CLEC-1 to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and CLEC-1 will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and CLEC-1 will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, CLEC-1 must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and CLEC-1 shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

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

When performing functions that fall under the following Environmental categories on BellSouth's Premises, CLEC-1 agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. CLEC-1 further agrees to cooperate with BellSouth to ensure that CLEC-1's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply

to the specific Environmental function being performed by CLEC-1, its employees, agents and/or subcontractors.

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

<b>ENVIRONMENTAL CATEGORIES</b>	<b>ENVIRONMENTAL ISSUES</b>	<b>ADDRESSED BY THE FOLLOWING DOCUMENTATION</b>
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations  Pollution liability insurance  EVET approval of contractor	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <li>• Fact Sheet Series 17000</li>   <li>• Std T&amp;C 660-3</li>   <li>• Approved Environmental Vendor List (Contact E/S Management)</li> </ul>
Emergency response	Hazmat/waste release/spill firesafety emergency	<ul style="list-style-type: none"> <li>• Fact Sheet Series 1700</li> <li>• Building Emergency Operations Plan (EOP) (specific to and located on Premises)</li> </ul>
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations  Performance of services in accordance with BST's environmental M&Ps  Insurance	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li>   <li>• Std T&amp;C 450-B</li> <li>• (Contact E/S for copy of appropriate E/S M&amp;Ps.)</li>   <li>• Std T&amp;C 660</li> </ul>
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations  Pollution liability insurance  EVET approval of contractor	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <li>• Fact Sheet Series 17000</li>   <li>• Std T&amp;C 660-3</li>   <li>• Approved Environmental Vendor List (Contact E/S Management)</li> </ul>

Maintenance/operations work which may produce a waste	Compliance with all application local, state, & federal laws and regulations	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> </ul>
Other maintenance work	Protection of BST employees and equipment	<ul style="list-style-type: none"> <li>• 29CFR 1910.147 (OSHA Standard)</li> <li>• 29CFR 1910 Subpart O (OSHA Standard)</li> </ul>
Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<ul style="list-style-type: none"> <li>• P&amp;SM Manager - Procurement</li> <li>• Fact Sheet Series 17000</li> <li>• GU-BTEN-001BT, Chapter 3</li> <li>• BSP 010-170-001BS (Hazcom)</li> </ul>
Manhole cleaning	<p>Compliance with all applicable local, state, &amp; federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <li>• Fact Sheet 14050</li> <li>• BSP 620-145-011PR Issue A, August 1996</li> <li>• Std T&amp;C 660-3</li> <li>• Approved Environmental Vendor List (Contact E/S Management)</li> </ul>
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<ul style="list-style-type: none"> <li>• GU-BTEN-001BT, Chapter 3</li> </ul>

### 3. DEFINITIONS

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

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

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

#### **4. ACRONYMS**

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Condition

