





**EXHIBIT WKM-1**  
**Collocation Data**

VIRTUAL COLLOCATION DATA FOR KENTUCKY AND BELLSOUTH (BST)												
Count of StatusCode	StatusCode											
STATE	AP	AR	FB	SA	SR	Grand Total						
AL					8	1	9					<u>IN SERVICE</u>
FL				3	5	137	145					SA-SPACE ACCEPTED
GA	2	1	13		3	90	109					SR-SPACE READY
KY			2			2	4					<u>IN PROGRESS</u>
LA					1	16	17					AP-SPACE RESPONSE
MS					1	5	6					AR-APPLICATION RECEIVED
NC	1		2		1	60	64					FB-FIRM ORDER BONA FIDE
SC			1			13	14					
TN				1		18	19					
Grand Total	3	1	22		19	342	387					
In Progress (BST)	26											In Progress (Kentucky) - 2
Complete (BST)	361											In Service (Kentucky) - 2
Total	387											
BST Region	StatusCode											
CITY	AP	AR	FB	SA	SR	Grand Total						
	1					1	2					
ACWORTH						3	3					
ALBANY						2	2					
ALPHARETTA				2	1	5	8					
ANDERSON						1	1					
ASHEVILLE						1	1					
ATLANTA	1	1	4		1	31	38					
AUGUSTA						6	6					
BATON ROUGE						1	1					
BATON ROUGE						8	8					
Birmingham					1		1					
BOCA RATON					2	2	4					
BOCO RATON						1	1					
BUFORD						1	1					
BURLINGTON				1		1	2					
CARY					1	1	2					
CHAPEL HILL						2	2					
CHARLESTON						2	2					
CHARLOTTE	1					28	29					
CHATTANOOGA						3	3					
CLARKSTON						2	2					

COCO BEACH					1	1						
COCOA					2	2						
COLLEGE PARK					1	1						
COLUMBIA					5	5						
COLUMBUS			1		1	2						
CORAL GABLES					2	2						
DAYTONA BEACH ORMOND BEACH					1	1						
DEEFIELD					1	1						
DEERFIELD BEACH					1	1						
DULUTH				1		1						
DUNWOODY					1	1						
EAST POINT					1	1						
FAYETTEVILLE					1	1						
FORT LAUDERDALE					7	7						
Franklin					3	3						
FT LAUDERDALE					3	3						
FT. LAUDERDALE					1	1						
GAINESVILLE					3	3						
Gallatin					1	1						
Gastonia					1	1						
GREENSBORO					7	7						
GREENVILLE			1		2	3						
Hendersonville					1	1						
HIALEAH					2	2						
HLWD-PEMBROKE PINES					1	1						
HOLLYWOOD					8	8						
HOMESTEAD			1			1						
HUNSTVILLE				1		1						
Huntsville				1	1	2						
INDIAN CREEK					1	1						
JACKSON					3	3						
JACKSONVILLE					25	25						
KEY WEST					1	1						
LAUDERDALE LAKES					1	1						
LAWRENCEVILLE					1	1						
Lebanon					1	1						
LILBURN					3	3						
LITHONIA					1	1						
LOUISVILLE			2		2	4						
MADISON				1		1						
MARIETTA					5	5						
MELBOURNE					3	3						

Miami			1		32	33					
MIAMI BEACH					1	1					
MIAMI SPRINGS					2	2					
MONROE					1	1					
MONTGOMERY				2		2					
NASHVILLE			1		2	3					
NORCROSS			2		5	7					
NORTH			1			1					
NORTH DADE					1	1					
NORTH MIAMI					1	1					
NORTH MIAMI BEACH					1	1					
ORLANDO				1	11	12					
PALM BEACH GARDENS					3	3					
PALM BEACH-FEDERAL					1	1					
PEACHTREE CITY					1	1					
PEMBROKE PINES					1	1					
PENSACOLA				1	3	4					
PENSACOLA BELMONT				1		1					
PENSACOLA FERRY PASS					1	1					
PLANTATION					2	2					
POMPANO BEACH					2	2					
POWDER SPRINGS					1	1					
RALEIGH					10	10					
RIVERDALE					1	1					
Roswell			2		2	4					
SANDY SPRINGS					1	1					
SAVANNAH			1		2	3					
Shreveport					5	5					
SMYRNA			1		7	8					
SPARTANBURG					3	3					
ST. AUGUSTINE					1	1					
STOCKBRIDGE					2	2					
SUNRISE					1	1					
TUPELO					1	1					
VALDOSTA					1	1					
VERO BEACH					1	1					
WEST MIAMI					1	1					
West Palm Beach					2	2					
WILMINGTON					2	2					
WINSTON SALEM					2	2					
WINSTON-SALEM			1		5	6					
MACON					1	1					

MOBILE				2		2					
DAYTONA BEACH					1	1					
HEATHROW					1	1					
ATHENS					1	1					
NEW ORLEANS					1	1					
LAFAYETTE				1		1					
JACSON				1		1					
VICKSBURG					1	1					
Memphis					6	6					
Grand Total	3	1	22	19	342	387					

FB - FIRM ORDER BONA FIDE  
 SR - SPACE READY

Virtual Arrangements in Service - 2  
 Virtual Arrangements in Progress - 2

CITIES W/VIRTUAL COLLOCATION

Count of STATE	STATE	
CITY	KY	Grand Total
LOUISVILLE	4	4
Grand Total	4	4

BST CENTRAL OFFICES W/VIRTUAL COLLOCATION			
STATE	StatusCode	REFERENCE NUMBER	Total
KY	FB	LSVLKYBR-02-ICG-1	1
		LSVLKYBE-03-ICG-1	1
	FB Total		2
	SR	LSVLKYAP-01-ATX-1	1
		LSVLKYAP-01-AVS-1	1
	SR Total		2
KY Total			4
Grand Total			4



PHYSICAL COLLOCATION DATA FOR BELLSOUTH (BST) AND KENTUCKY										
BST Region	StatusCode									
Area Code	AB	AP	AR	AS	EA	FB	FO	SA	SR	Grand Total
AL								331	148	479
FL	1	1	1			34		1289	209	1535
GA		19	2	2		44	1	395	257	720
KY						2		122	76	200
LA		2				6		406	120	534
MS		3	2		6	4		121	42	178
NC		5		2	1	5		638	114	765
SC		2				9		296	39	346
TN		1				6		426	274	707
Grand Total	1	33	5	4	7	110	1	4024	1279	5464
In Progress (BST)	161		In Progress (Kentucky) - 2			Cageless (BST) - 3353				
Complete (BST)	5303		In Service (Kentucky) - 198			Cageless (Kentucky) - 141				
In Progress = AB+AP+AR+AS+EA+FB+FO										
Complete = SA+SR										



**EXHIBIT WKM-2**  
**Loop Cutover Process**

## LOOP CUTOVER PROCESS

Step 1: Technician gets call to begin cutover. Asks for cable pair information.



## LOOP CUTOVER PROCESS

Step 2: Technician types in cable pair number to obtain order number.



## LOOP CUTOVER PROCESS

Step 3: Technician retrieves copy of work order.



## LOOP CUTOVER PROCESS

Step 4: Technician responds to UNE Center request to initiate overall cutover of service from BellSouth to CLEC.



## LOOP CUTOVER PROCESS

Step 5: Technician conducts ANAC test to verify that correct loop is being cutover.





## LOOP CUTOVER PROCESS

Step 6: Technician walks along Main Distributing Frame to locate both ends of jumper to be cut.



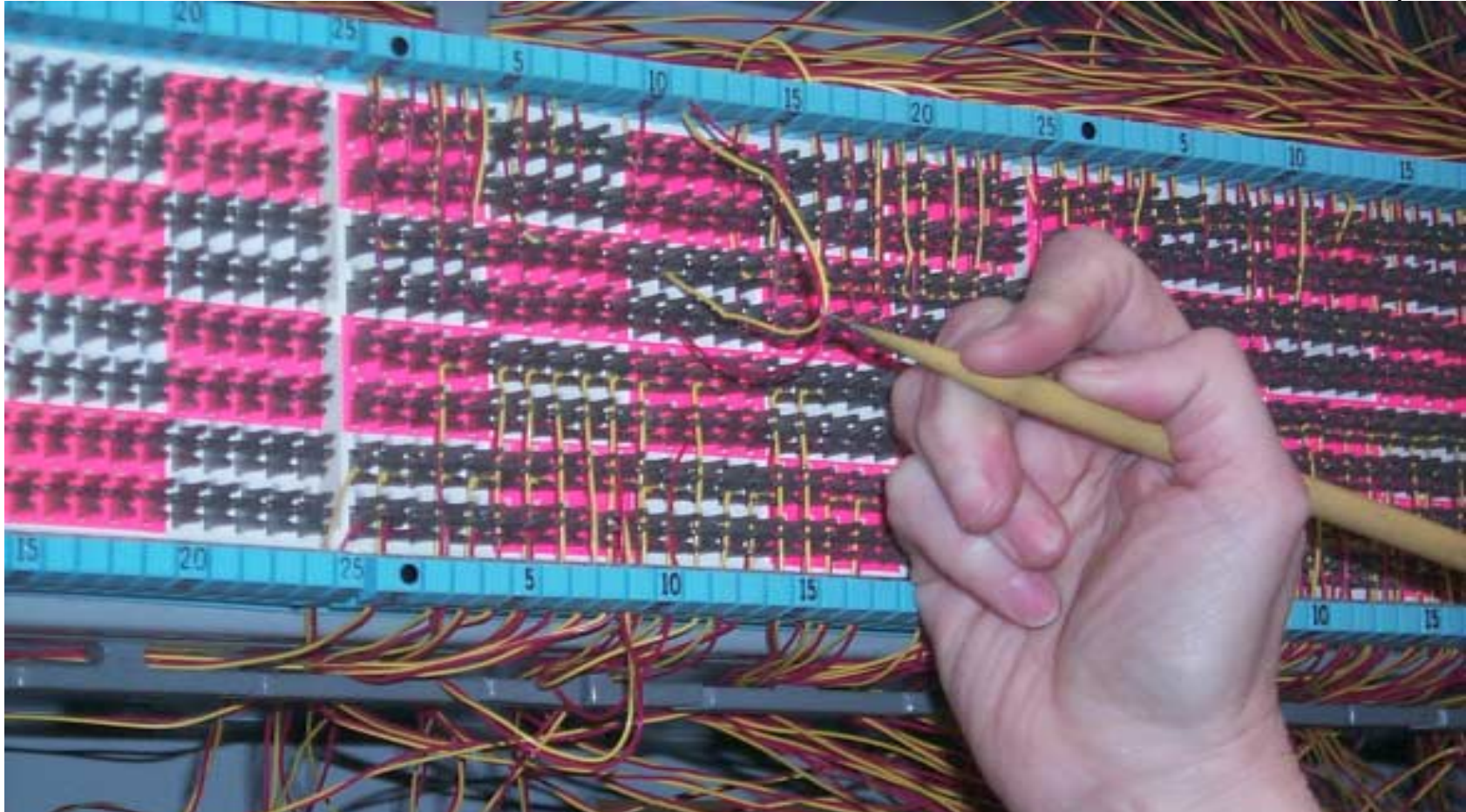
## LOOP CUTOVER PROCESS

Step 7: Technician locates precise location of jumper.



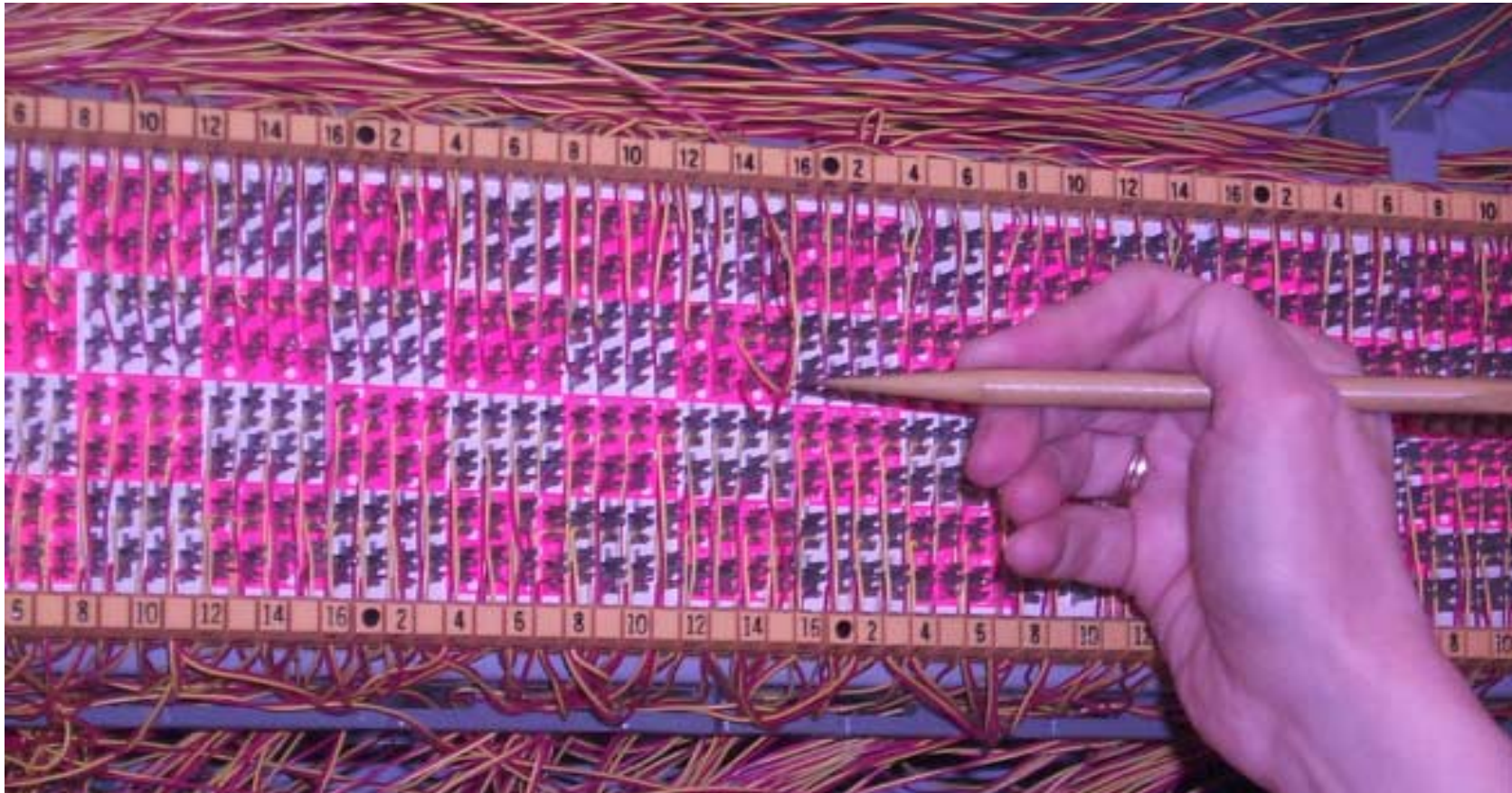
## LOOP CUTOVER PROCESS

Step 8: Technician locates and removes end of jumper connected to the BellSouth cable pair.



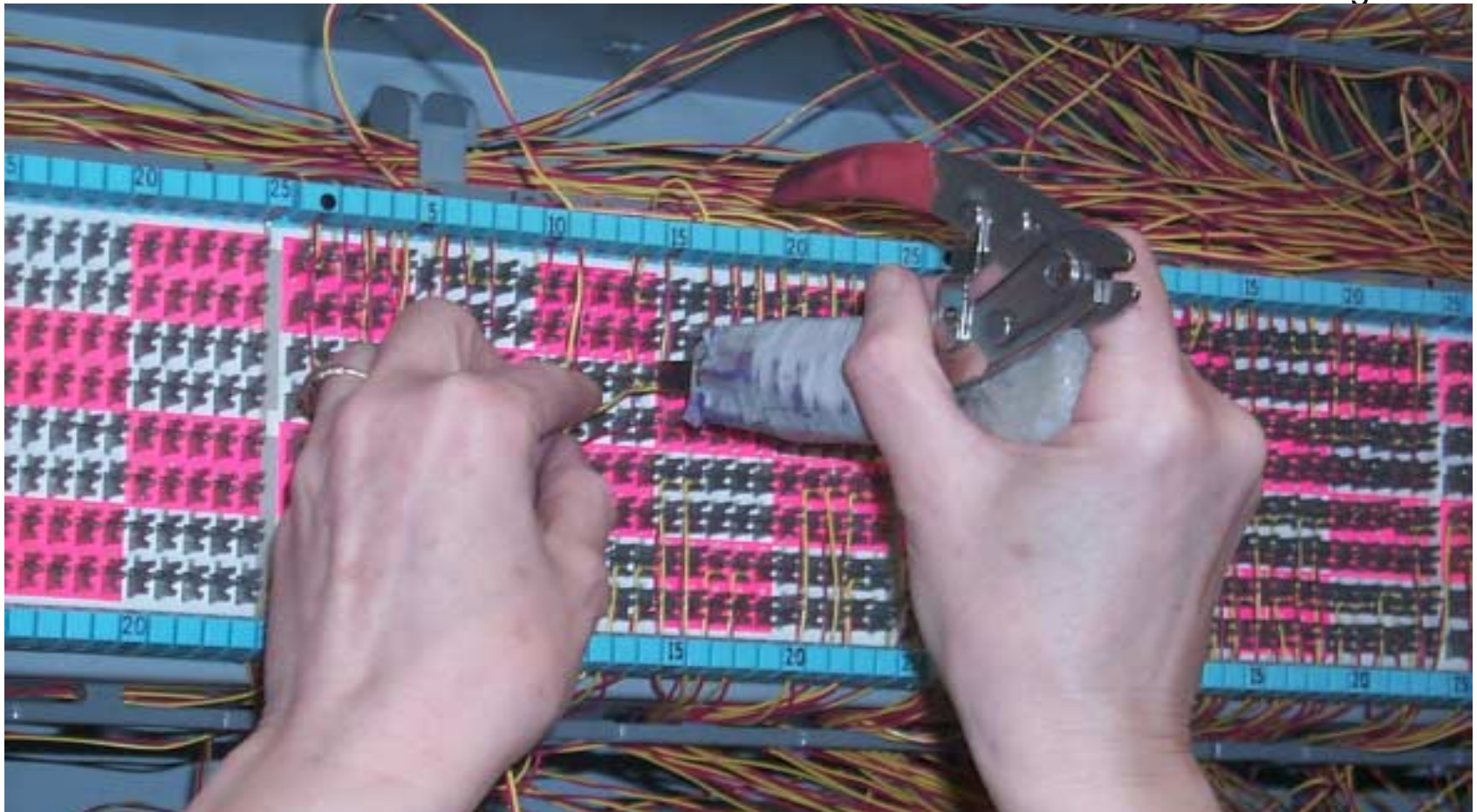
## LOOP CUTOVER PROCESS

Step 9: Technician locates and removes end of jumper connected to the switching equipment.



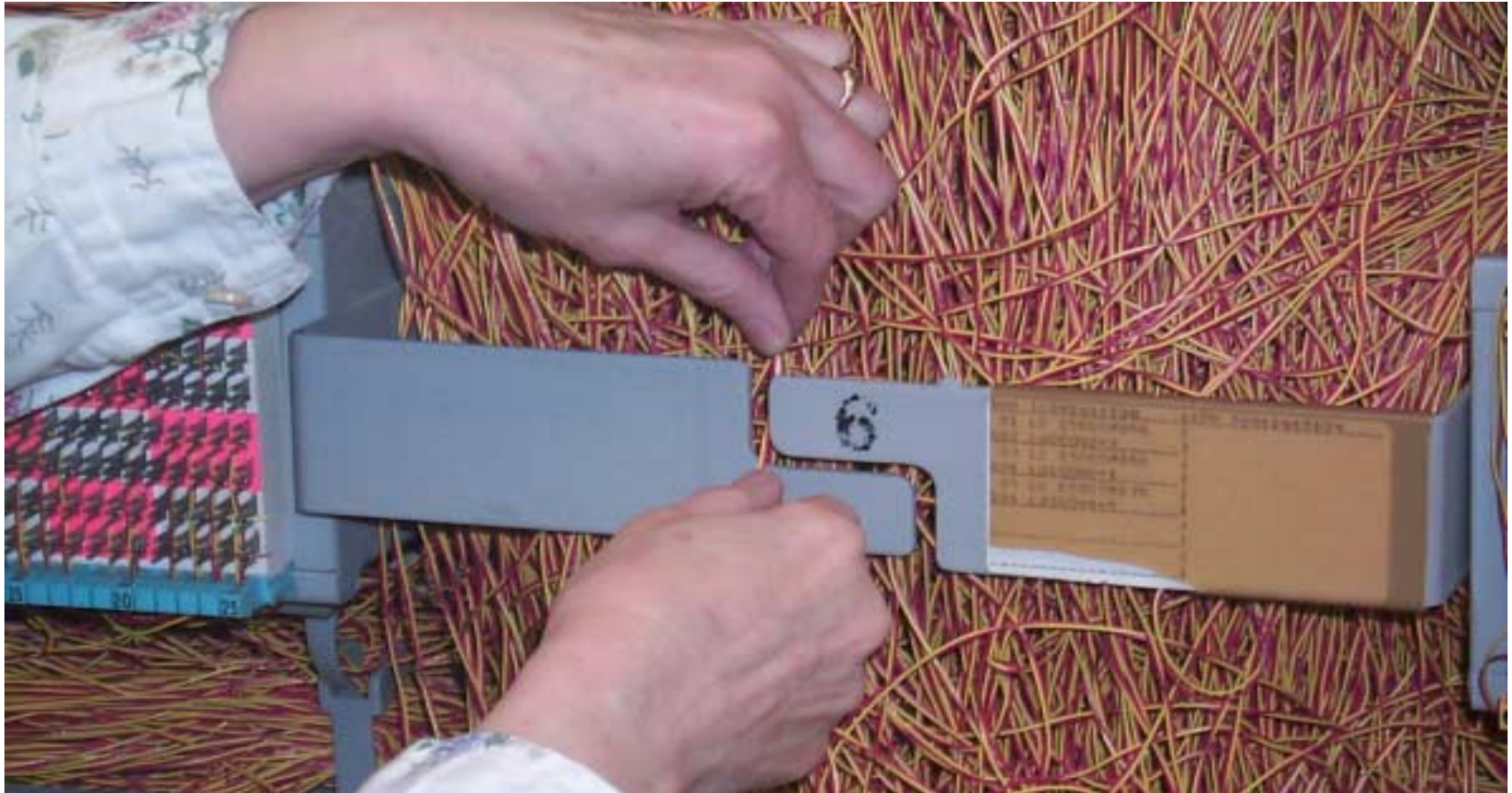
## LOOP CUTOVER PROCESS

Step 10: Technician places new jumper on MDF.



## LOOP CUTOVER PROCESS

Step 11: Technician weaves wire through cable rack to reach tie cable to CLEC's collocation equipment.



## **LOOP CUTOVER PROCESS**

Step 12: Technician connects new jumper on frame to tie cables to CLEC equipment.



## **LOOP CUTOVER PROCESS**

Step 13: Technician conducts ANAC test to verify that loop has been cut to correct CLEC switch port.





## LOOP CUTOVER PROCESS

Step 14: Technician verifies cutover with CLEC, closes order, and notifies the UNE Center.



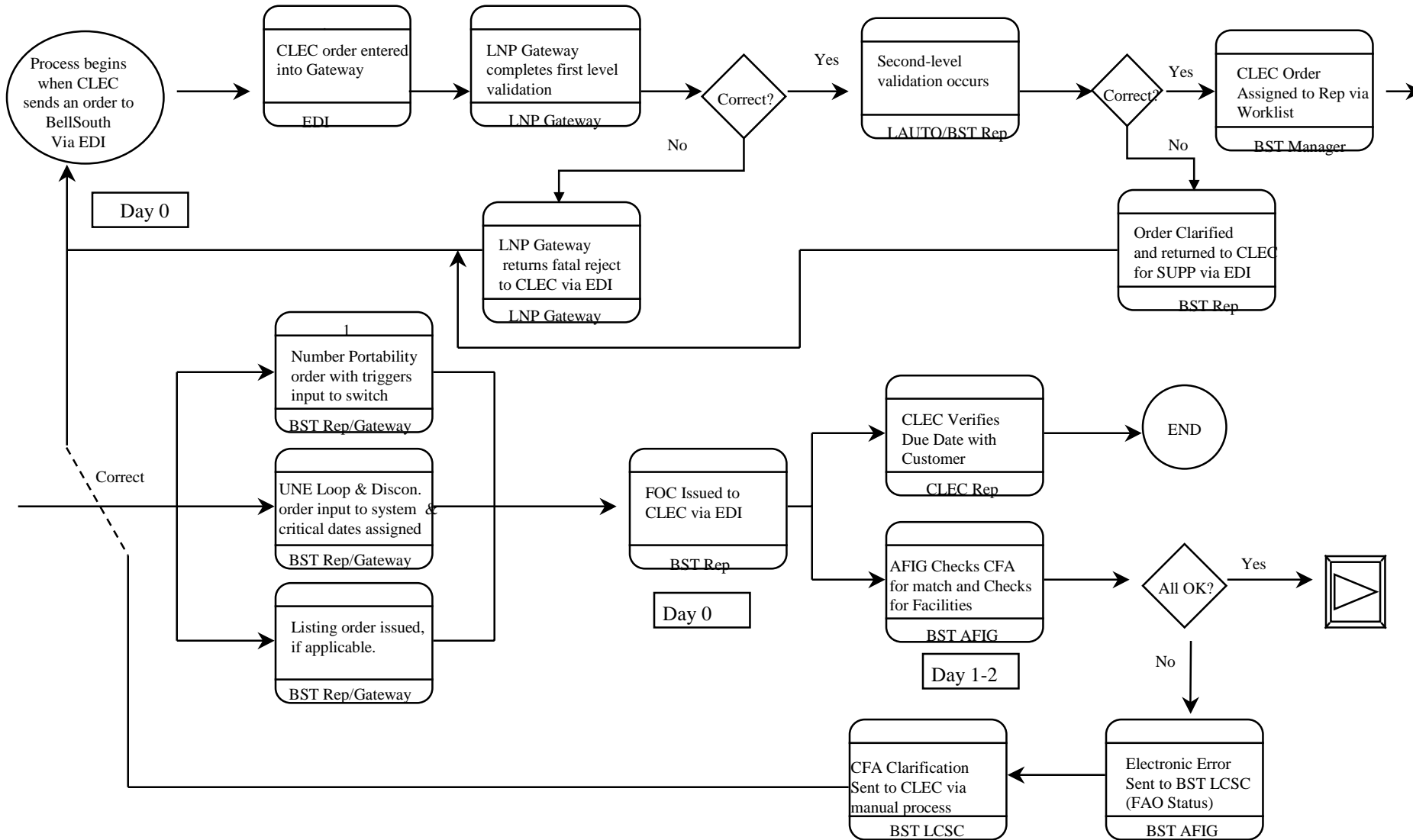


**EXHIBIT WKM-3**  
**Coordinated Hot Cut Process**

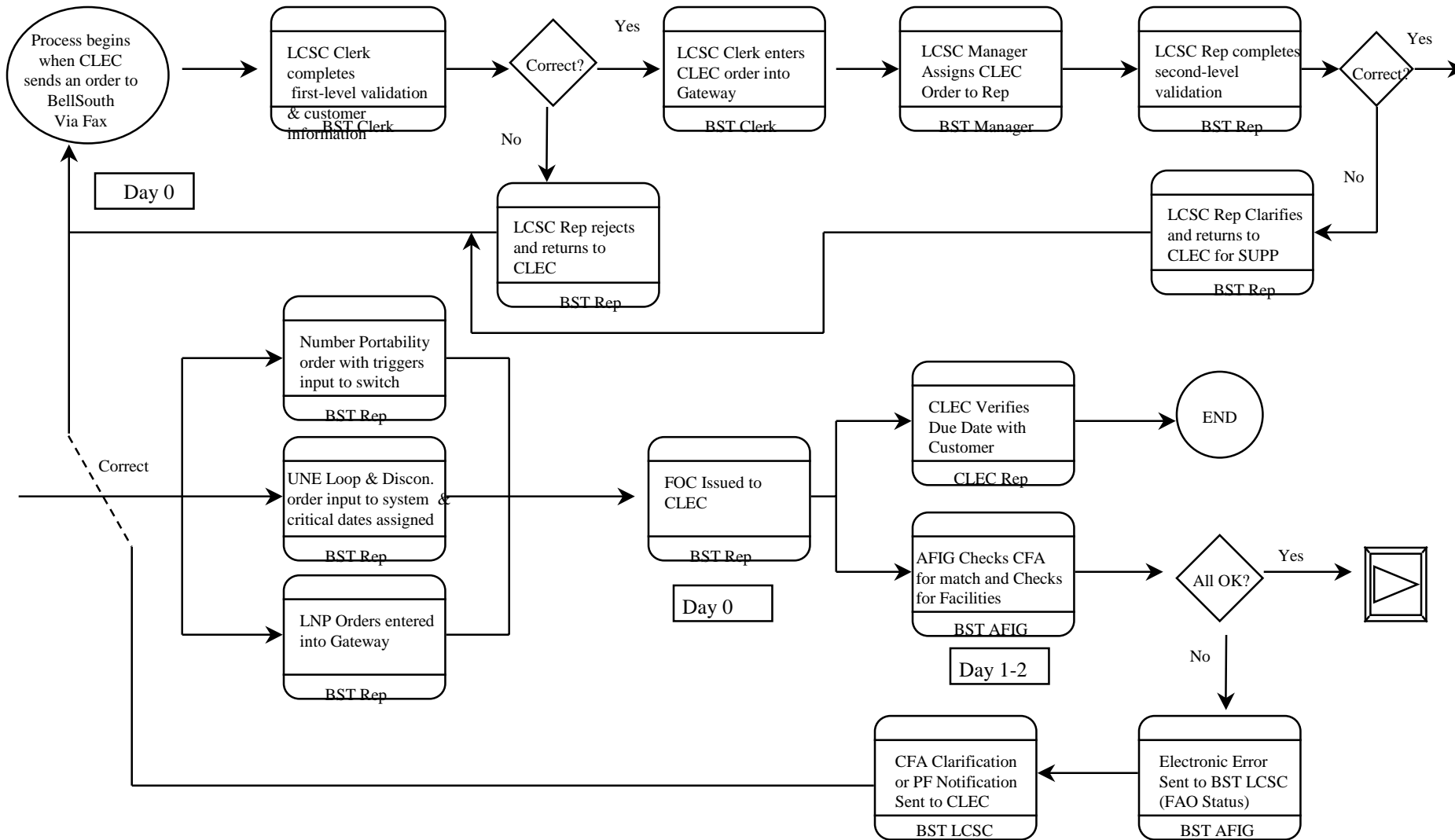
# Coordinated Hot Cut Process

Issue 2  
4/18/00

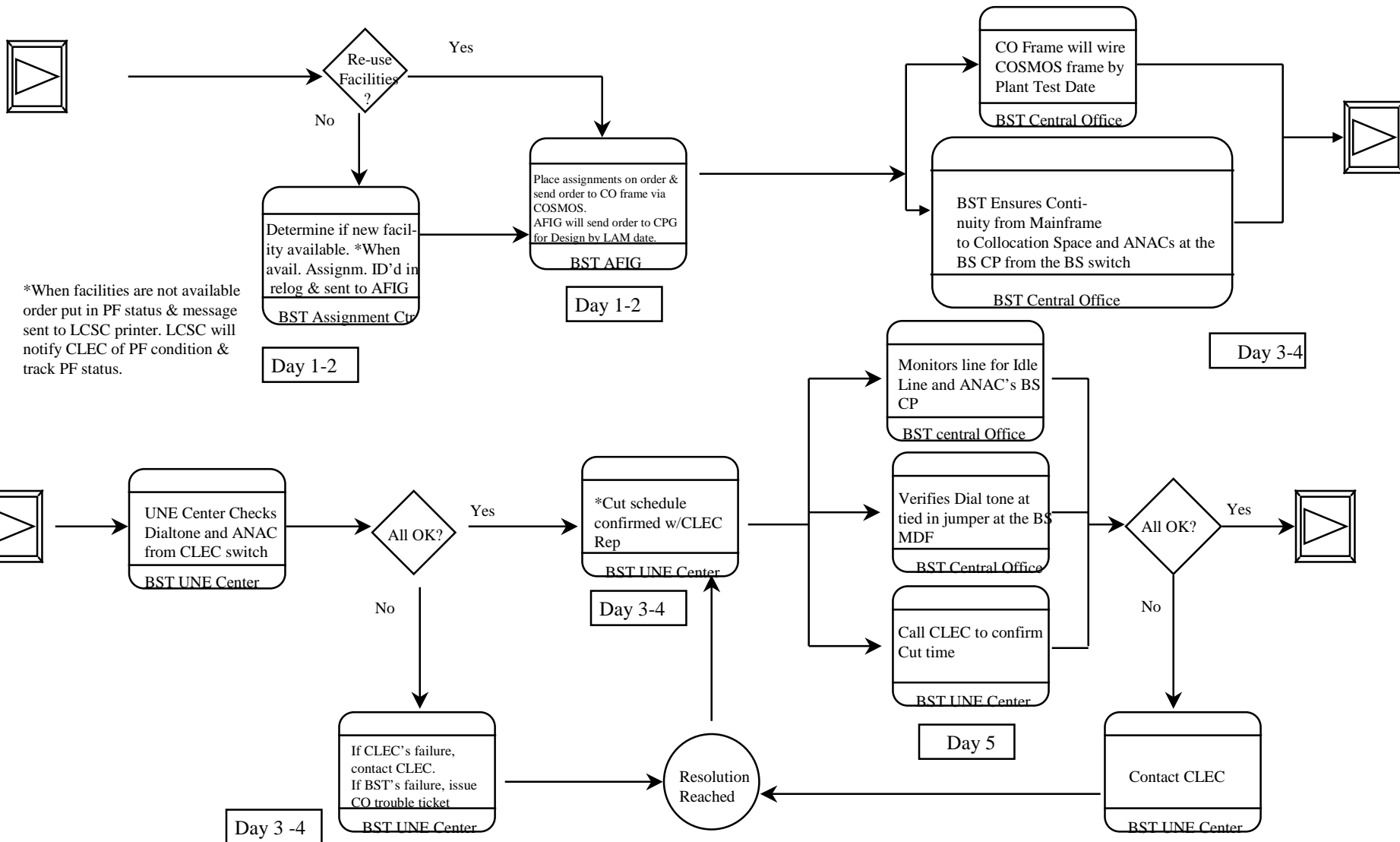
Assumptions: SL2 loop with LNP or XDSL loop with LNP also assumes for XDSL loops that a Loop make up has been processed either manually or electronically prior to submission of the LSR.. LNP Gateway communicates with NPAC.



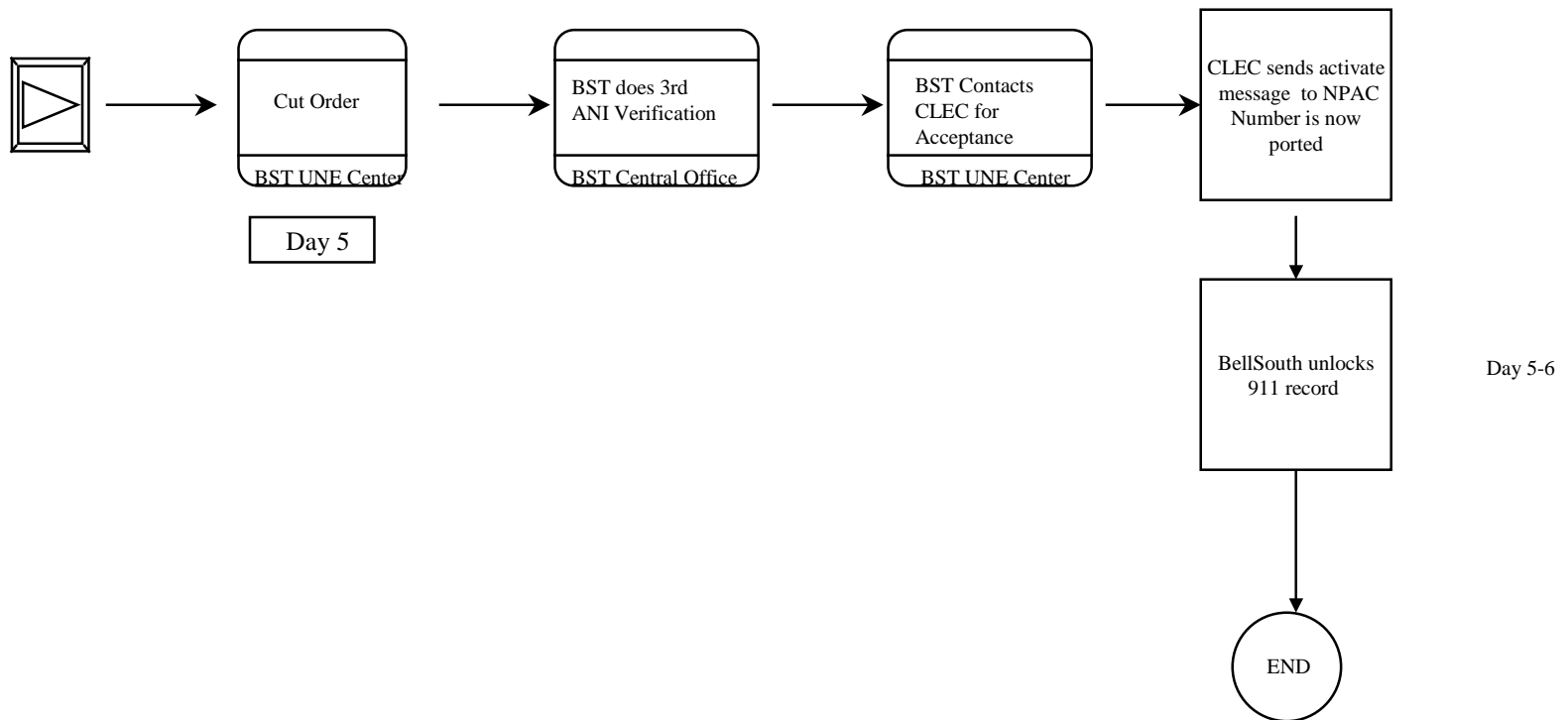
# Coordinated Hot Cut Process



# Coordinated Hot Cut Process



# Coordinated Hot Cut Process



The intervals depicted are business days and assume the order is transmitted and processed mechanically and or manually or electronically and requires manual handling, and received by the LCSC prior to 10 AM location time of the respective LCSC. Manual requests or requests requiring manual handling received after 10 AM, add 1 business day.

The LCSC is located in Bir/Atl

The AFIG is located in Tn

The UNE Center is located in Bir/Atl

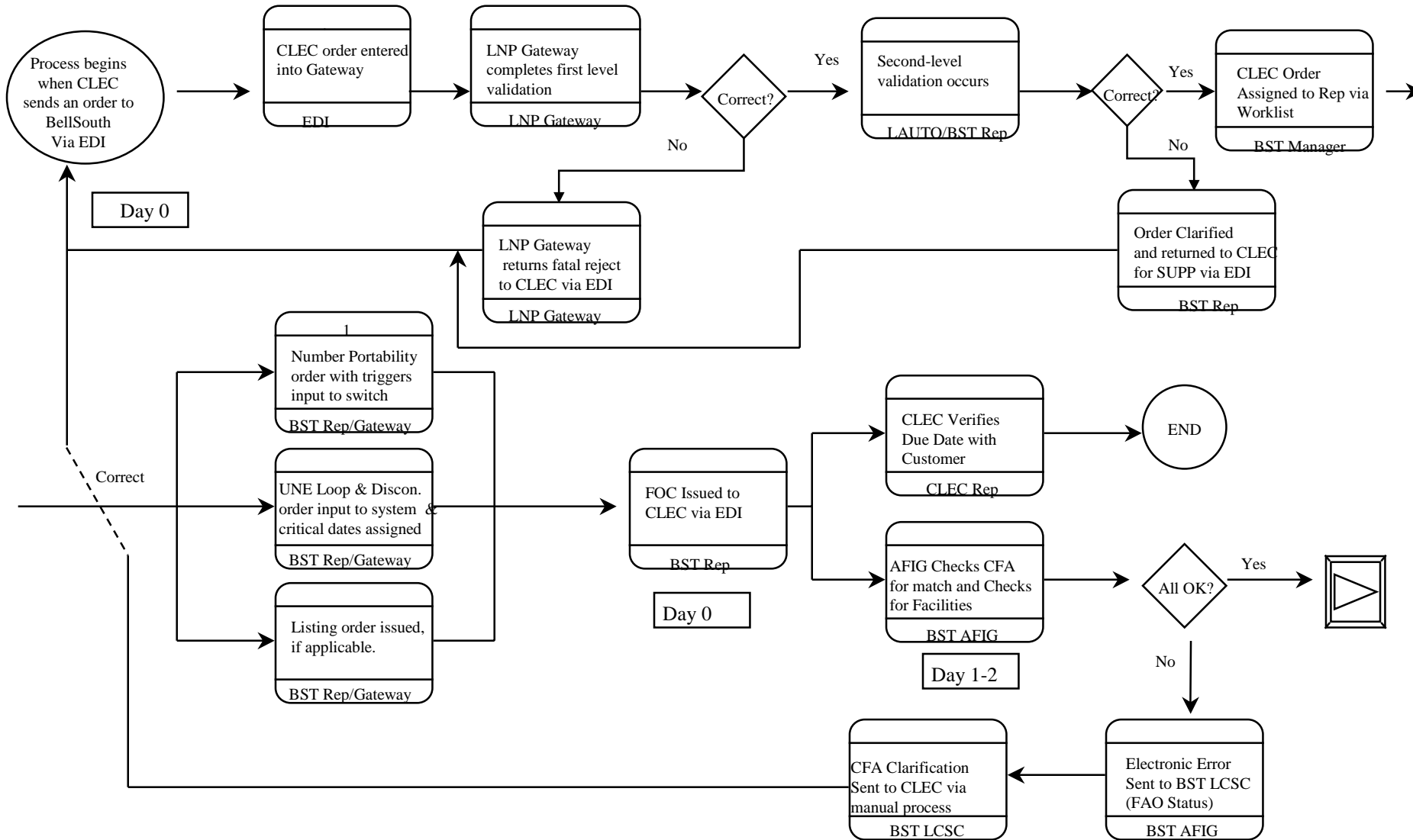
The Co is located in Tn

The CPG is located in Tn

# Coordinated Hot Cut Process

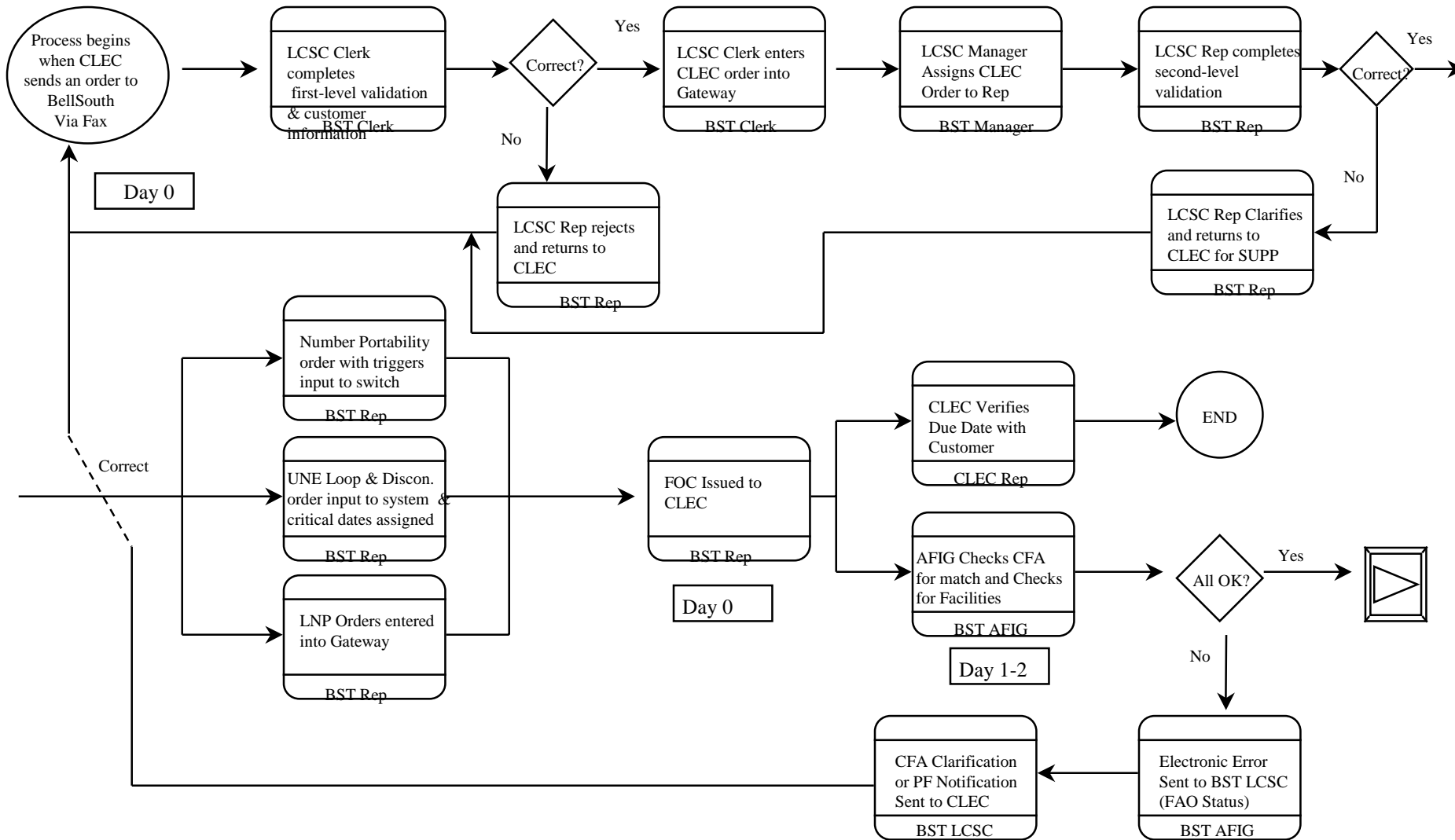
Issue 2  
4/18/00

Assumptions: SL2 loop with LNP or XDSL loop with LNP also assumes for XDSL loops that a Loop make up has been processed either manually or electronically prior to submission of the LSR.. LNP Gateway communicates with NPAC.

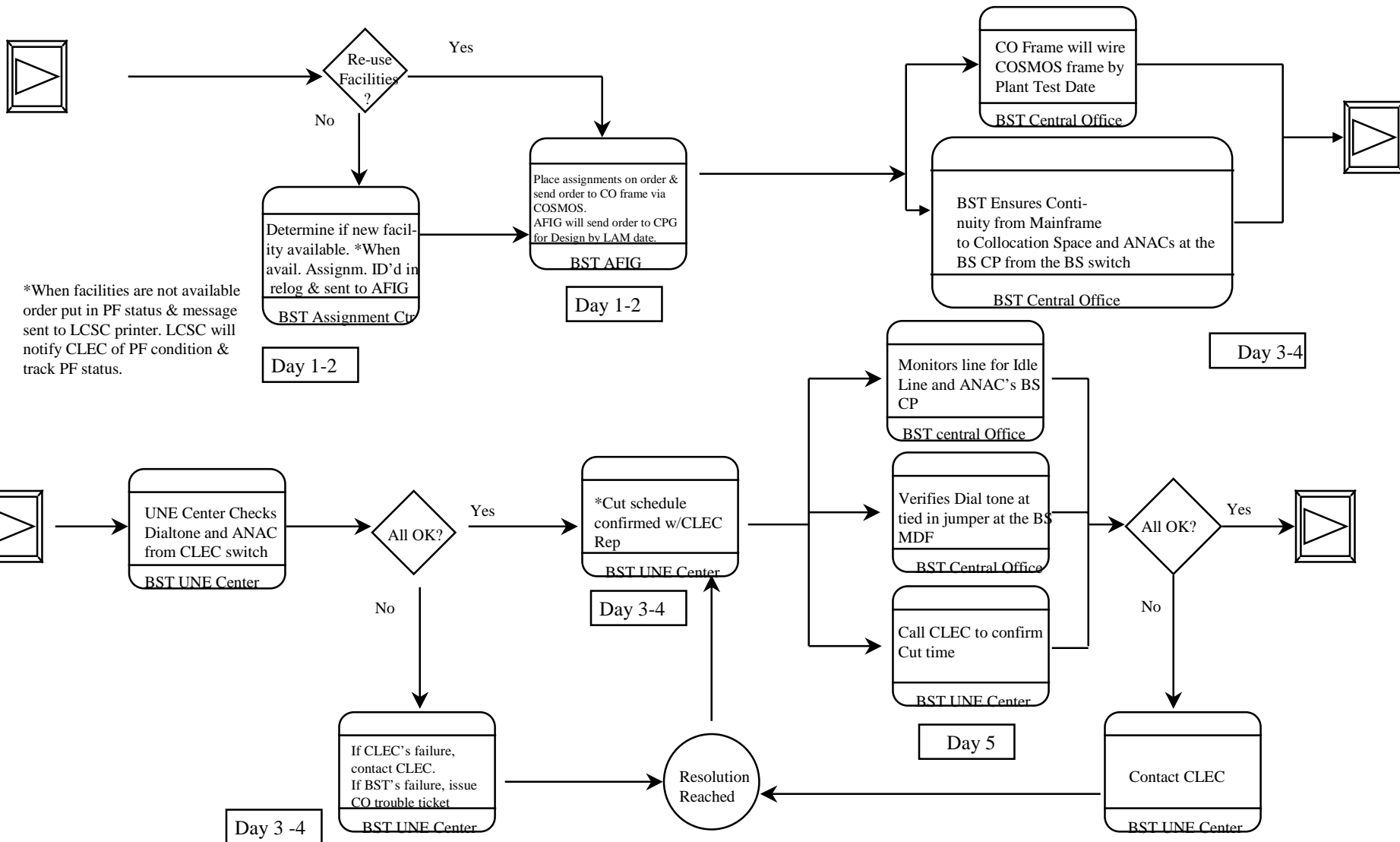




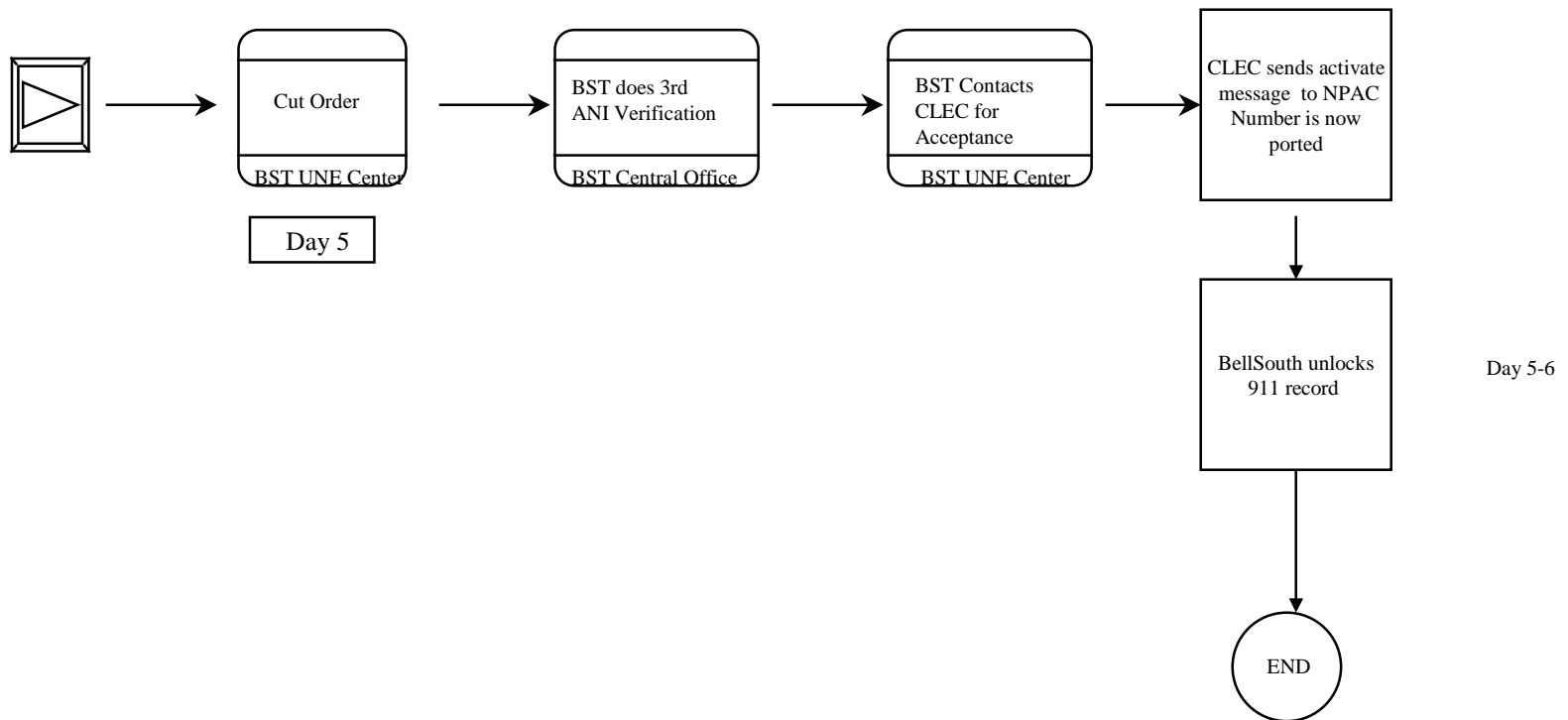
# Coordinated Hot Cut Process



# Coordinated Hot Cut Process



# Coordinated Hot Cut Process



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The LCSC is located in Bir/Atl

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The UNE Center is located in Bir/Atl

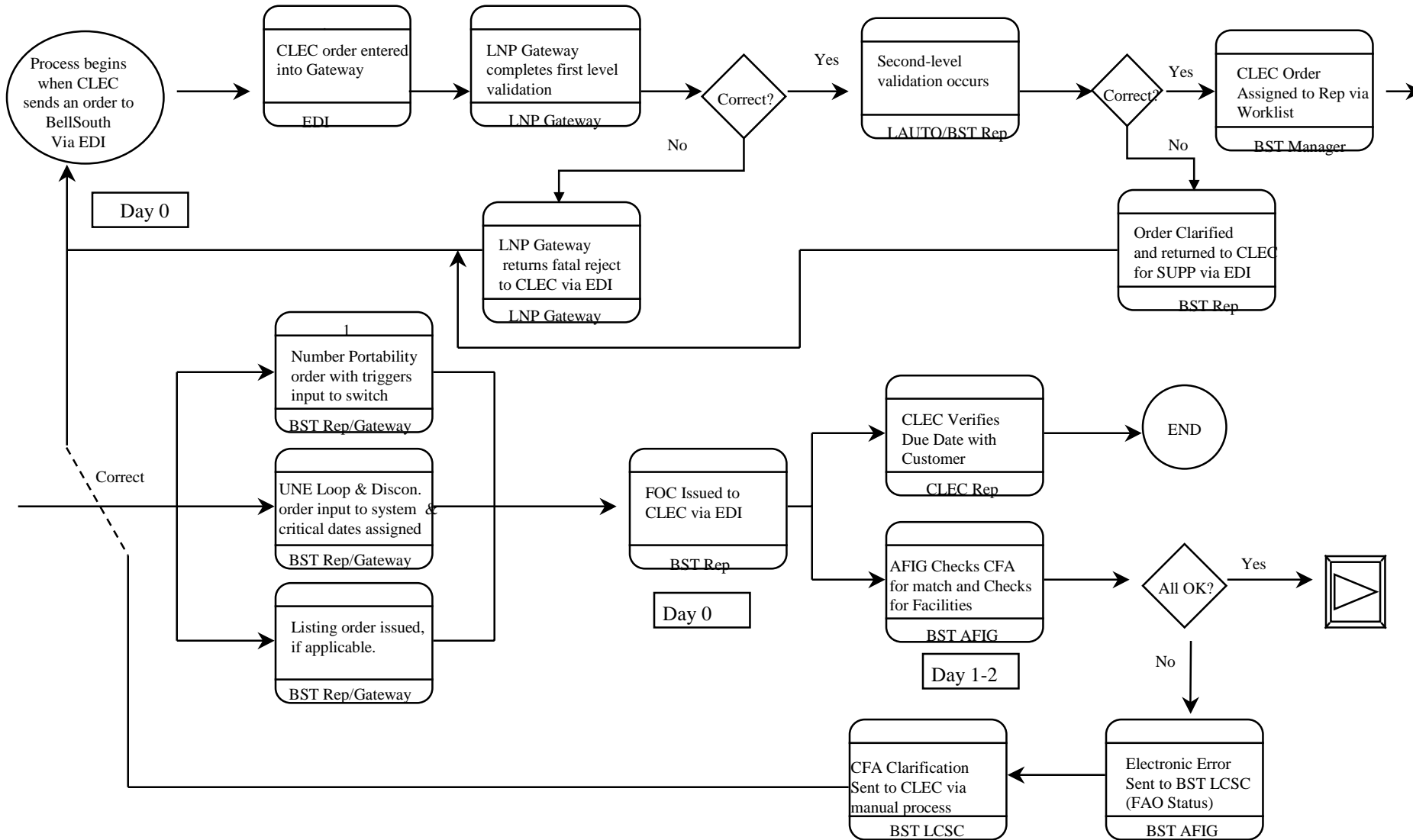
The Co is located in Tn

The CPG is located in Tn

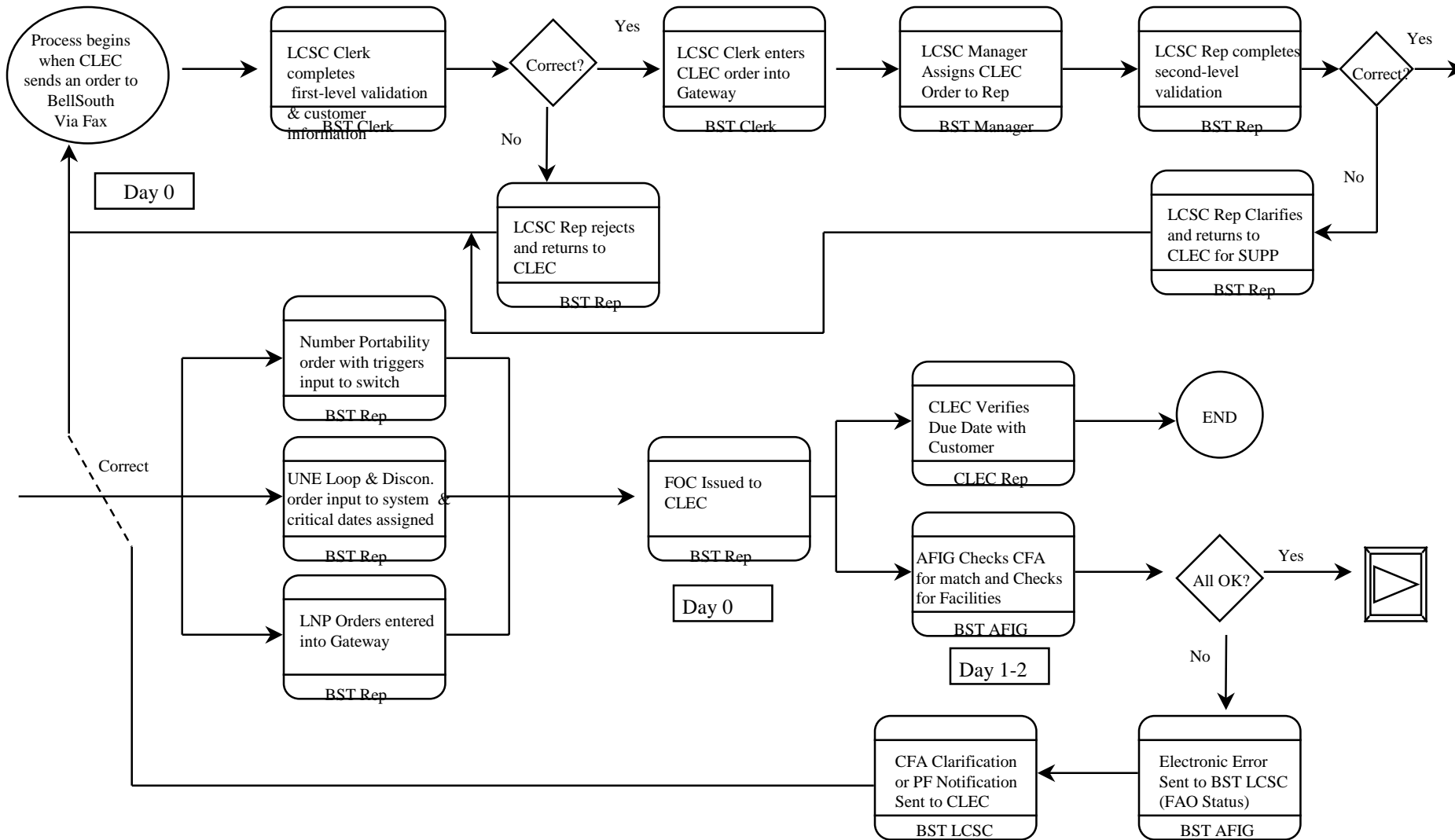
# Coordinated Hot Cut Process

Issue 2  
4/18/00

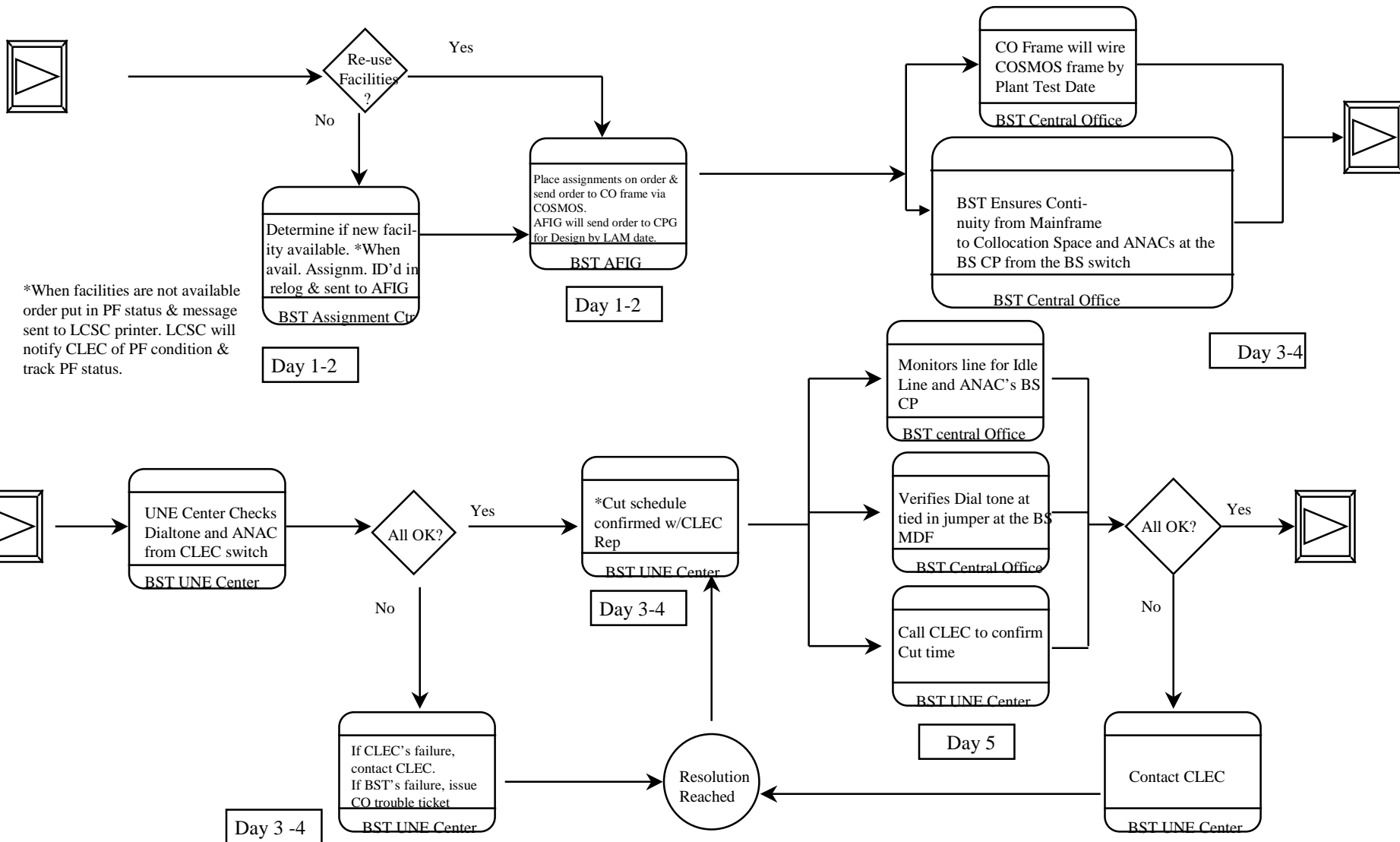
Assumptions: SL2 loop with LNP or XDSL loop with LNP also assumes for XDSL loops that a Loop make up has been processed either manually or electronically prior to submission of the LSR.. LNP Gateway communicates with NPAC.



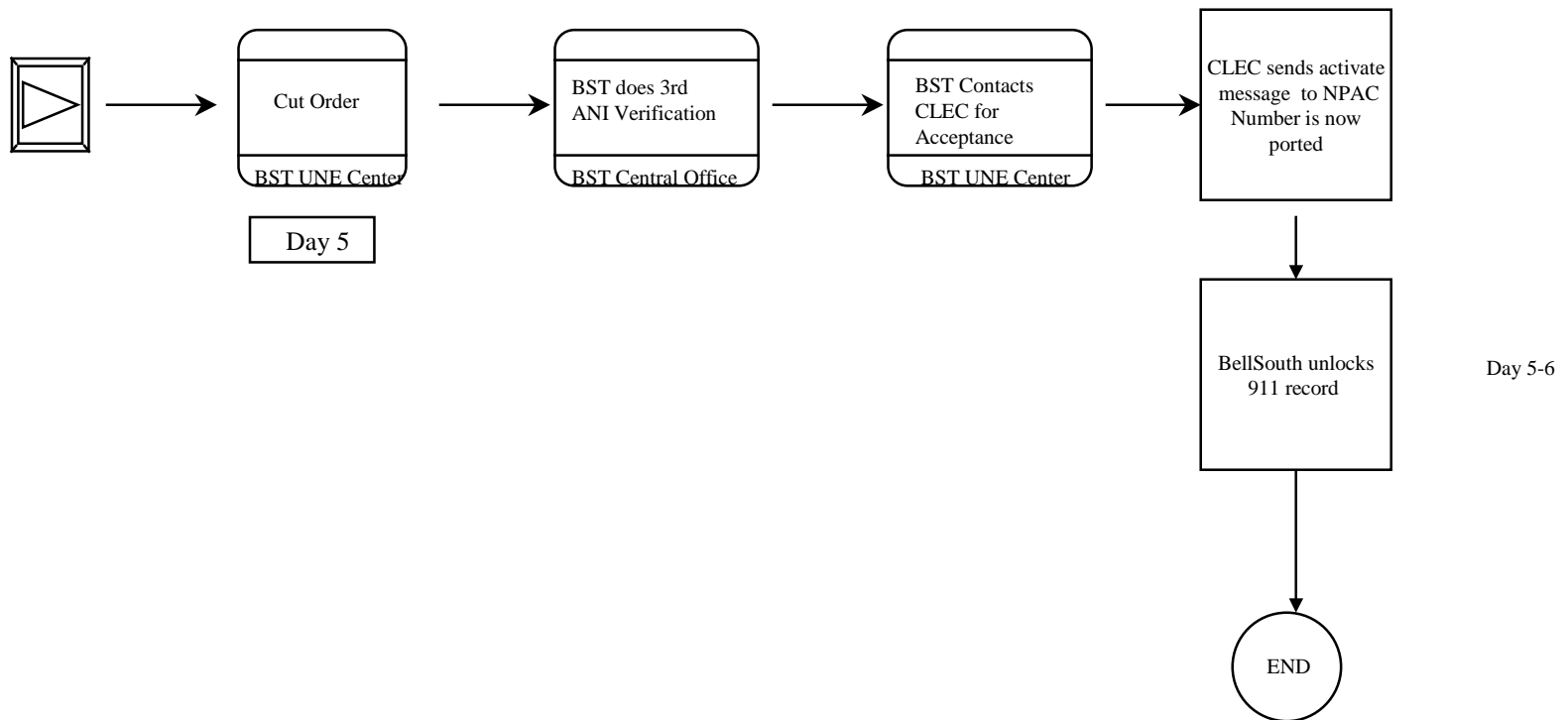
# Coordinated Hot Cut Process



# Coordinated Hot Cut Process



# Coordinated Hot Cut Process



The intervals depicted are business days and assume the order is transmitted and processed mechanically and or manually or electronically and requires manual handling, and received by the LCSC prior to 10 AM location time of the respective LCSC. Manual requests or requests requiring manual handling received after 10 AM, add 1 business day.

The LCSC is located in Bir/Atl

The AFIG is located in Tn

The UNE Center is located in Bir/Atl

The Co is located in Tn

The CPG is located in Tn





## **EXHIBIT WKM-4**

**Non-design Unbundled Voice Loops and Non-designed  
Unbundled Sub-Loops  
UNE Center Procedures**

**Designed 2 Wire Loop and Ground Start – Unbundled  
Voice Loop UNE Center Procedures**

**Central Office Unbundled Local Loops Provisioning  
Job Aid**

## Non-design Unbundled Voice Loops and Non-design Unbundled Sub-Loops UNE Center Procedures

### Conversion Coordination

**PRESERVICE:** For coordinated UVL or USL conversions the UNE Center will contact the CLEC 24/48 hours prior to due date to confirm conversion date and time. Time specific requests by the CLEC is identified on the service order behind the OCO SL USOC. The UNE center will hand off an appointment ticket within 48 hours prior to the Due Date, or as soon as possible upon receipt of the assignments on the order.

Coordinated non time specific requests will be scheduled at the discretion of the UNE center and CLEC notified. Non coordinated SL1s will not have pre Due Date notification by the UNEC. Prior to the coordinated conversion the UNEC will check COSMOS for an ID jeopardy to ensure the CO is wired. If COMOS does not show the ID jeopardy, the UNEC will call the CO to determine pre-wiring status.

**DUE DATE:** For coordinated SL1 UVL conversions the UNEC will contact the CO. Handoff for a test assist ticket does not apply on SL1's. The UNEC will have the C.O. Tech access the existing BellSouth Cable and Pair at the cut point. The C.O. Tech will ANAC the BellSouth line to ensure the assignments on the order are correct. The UNEC and C.O. Tech will resolve any discrepancies. The UNEC will then have the C.O. Tech check for CLEC dialtone on all circuits at the cut point. CLEC dialtone must be present on all circuits for the conversion to continue. If the CO technician advises the UNEC that the line is in use, the UNEC will contact the CLEC for assistance. At the direction of the CLEC, the conversion will either be initiated or the order will be placed in an MA status per the UNEC SD/MA policy.

- CLEC will be notified on due date of conversion. If contact is unsuccessful, conversion will proceed at appropriate time.
- If CLEC dialtone is present, continue to next paragraph.
- If dialtone is not present at the cut point for any one of the circuits, have the C.O. Tech go the C.O. demarcation point (Collocation Cable and Pair) and test for CLEC dialtone.
  - ◆ If dialtone is present at the demarcation point have the C.O. Technician isolate and clear the wiring trouble in the C.O. Redo this work step.
  - ◆ If dialtone is not present at the demarcation point, the C.O. Technician will inform the UNEC. The UNEC will inform the CLEC and give the CLEC 15 minutes to correct the problem.
    - If the CLEC can correct the problem in the allotted time, repeat this work step.
    - If the CLEC cannot correct the problem in the allotted time, the UNEC will call off the conversion and place the order into a MA status according the the UNEC SD/MA policy.

When CLEC dialtone has been verified the cutwill begin. The UNEC will start the Coordinated

Cut Scheduling System (CCSS) conversion timer as appropriate. After the C.O. Tech advises the UNEC the cutover has been completed the UNEC will stop the CCSS conversion timer. Have the C.O. Tech go to the end user side of the cut point. Then use the CLEC ANAC code, to ANAC the UVL. Note the CLEC number and match against the CLEC telephone number associated with the UVL on the cut sheet.

- If the numbers match, continue on to next work step.
- If the numbers are different, have the C.O. Tech isolate and clear the trouble. After the trouble has been resolved redo this step.
- If the numbers are different, but no BellSouth trouble can be isolated and cleared, inform the CLEC that they may have a potential translations problem in their switch. There are certain types of legitimate end-user services where the telephone number you call to reach that end-user, and the telephone number you hear when you ANAC the circuit will be different. The CLEC will have to determine if this is the cause of the ANAC mismatch. An example of when this will occur is with terminals within a Multiline Hunt Group (MLHG). Usually the terminals in the MLHG will ANAC the Main Telephone Number assigned to terminal one (1) in the group.

Notify the CLEC of the completed conversion.

Upon CLEC acceptance the associated service orders will be completed in WFA and SOCS. For coordinated USL conversions, the UNEC will wait for the outside technician to get to the crossbox or equipment room. The UNEC should have the FWG Tech ANAC the BellSouth pairs prior to conversion to verify assignments. CLEC dialtone will also be verified prior to the conversion. The CLEC will then be advised that the cut will begin. The UNEC will document the conversion time in CCSS as appropriate. Upon CLEC acceptance the associated service orders will be completed in WFA and SOCS.

DUE DATE: SL1 UVL non coordinated conversion due date activities for the UNE Center require only post conversion notification to the CLEC and tracking for network order completion. The UNEC will be notified of order completion by EnDI and the UNEC will place a notification call to the CLEC. The UNEC will follow up on any order pending completion as of 2:30 PM on the due date. The UNE Center will escalate all pending orders to the WMC in order to meet the service due date. The UNE Center will also be the CLEC point of contact for any SL1 non coordinated order provisioning issue. The UNE Center will complete or validate completion of the service order after CLEC notification.

## Designed 2 Wire Loop and Ground Start - Unbundled Voice Loop UNE Center Procedures

### Testing

#### *Pre-Service Testing Requirements for Due Date*

Once wiring steps have posted complete in WFA/DI, perform all pretesting that is applicable. It is very important that continuity has been verified from the interface facility of the CLEC to the main frame of the Unbundled Loop. The UNEC should validate via dial tone verification test if test points are available. If test points are not available the UNEC will hand off to the CO for a test assist. The UNEC must TEST, TRACK, and ESCALATE until all pre-work has been completed. The CLEC will be contacted 24 to 48 hours prior to DD to confirm conversion schedule. The UNEC will attempt to handoff an appointment ticket (work-type AP) within 48 hours of the DD, or as soon as possible upon receipt of the engineering WORD document.

Check in WFA/C RO field of the OSSOI screen or behind the RRSO FID of the SOCS order for any other related order activity.

#### *Testing Requirements for Due Date*

The UNEC tech will handoff an immediate test assist ticket, Work Type IA, to the C.O. The UNEC will then call the C.O. If the handoff goes to the toll group in the C.O. and the toll group does not do these conversions it is the responsibility of the C.O. Toll Tech to get this handoff to the correct person in the C.O. It is not the responsibility of the UNEC to handoff to the frame. The C.O. Tech will show the work time taken to complete the conversion against this test assist ticket.

The CLEC will be notified on the due date of conversion. If contact attempt is unsuccessful, the conversion will proceed at the appropriate time.

For the existing service on the disconnect order, have the C.O. Tech go to BellSouth Cable Pair, pull BellSouth dial tone and ANAC the cable pair and verify that the exiting service on the D order is working to the documented assignments.

- If the existing service is working as documented, continue on to next paragraph.
- If the existing service is not working as assigned, the C.O. Tech will resolve the assignment error. Then redo this workstep.
- If the existing service is in a trouble condition the C.O. Tech will resolve the trouble. Then redo this workstep.

Have the C.O. Tech go to the cut point for Unbundled Loop. Have the C.O. tech check for CLEC dialtone on each of the circuits on the service order. CLEC dialtone must be on all circuits on an order for the conversion to continue. If the CO technician advises the UNEC that the line is in use, the UNEC will contact the CLEC for assistance. At the direction of

the CLEC, the conversion will either be initiated or the order will be placed in an MA status per the UNEC SD/MA policy..

- If dialtone is present at the cut point for each circuit, have C.O. tech begin the conversion. Start the CCSS timer for the conversion, and proceed to the next paragraph.
- If dialtone is not present at the cut point for any one of the circuits, have the C.O. Tech go to the C.O. demarcation point (Collocation Cable and Pair) and test for CLEC dialtone.
  - ◆ If dialtone is present at the demarcation point have the C.O. Technician isolate and clear the wiring trouble in the C.O. Redo this workstep.
  - ◆ If dialtone is not present at the demarcation point, the C.O. Technician will inform the UNEC. The UNEC will inform the CLEC and give the CLEC 15 minutes to correct the problem.
    - If the CLEC can correct the problem in the allotted time, repeat this workstep.
    - If the CLEC cannot correct the problem in the allotted time, the UNEC will call off the conversion and place the order into a MA status according to the UNEC SD/MA policy.

On cutovers that use new facilities, the cut point may be at the F2 facility or at the Network Interface. **It is very important on Network Interface Cut points, that the existing Network Interface is reused.**

Have the Field Work Group (FWG) Tech prior to conversion, go to the cut point pull BellSouth dial tone and ANAC the cable pair and verify that the existing service on the D order is working to the documented assignments.

- If the existing service is working as documented continue to next paragraph.
- If the existing service is not working as assigned, the FWG tech will resolve the assignment error. After the assignment error has been resolved, have the FWG redo this workstep.
- If the existing service is in a trouble condition the FWG tech will resolve the trouble. After the trouble condition has been resolved, redo this workstep.

Have the Field Work Group (FWG) Tech check each circuit on the order for CLEC dialtone. CLEC dialtone must be present on all circuits on the service order to proceed with the conversion.

- If CLEC dialtone is present on all circuits, have the FWG Tech begin the conversion. Start the CCSS timer, and proceed to the next paragraph.
- If CLEC dialtone is not present on all circuits, the UNEC will coordinate the FWG Tech and a C.O. Tech in determining if CLEC dialtone is present at the C.O. demarcation point (CLEC Cable and Pair).
  - ◆ If dialtone is present at the demarcation point, have the C.O. and FWG Techs isolate the wiring trouble and repair. Repeat this work step.
  - ◆ If dialtone is not present at the demarcation point, the C.O. Technician will inform the UNEC. The UNEC will inform the CLEC and give the CLEC 15 minutes to correct the problem.
    - If the CLEC can correct the problem in the allotted time, repeat this work step.
    - If the CLEC cannot correct the problem in the allotted time, the UNEC will call off the conversion and place the order into a MA status according to the

the UNEC SD/MA policy.

Due to contract negotiations the CLECs have the opportunity to specify a time window for the cutover. The negotiated time for conversion must be met. Failure to do so could result in rebating the non-recurring service order charges back to the CLEC based on contract language.

After the cutover is complete have the C.O. Tech/FWG Tech go to the end user side of the cut point. Then use the CLEC ANAC code, to ANAC the UVL. Note the CLEC number and match against the CLEC telephone number associated with the UVL on the cut sheet.

- If the numbers match, continue on to next workstep.
- If the numbers are different, have the C.O. Tech/FWG Tech isolate and clear the trouble. After the trouble has been resolved redo this step.
- If the numbers are different, but no BellSouth trouble can be isolated and cleared, inform the CLEC that they may have a potential translations problem in their switch. There are certain types of legitimate end-user services where the telephone number you call to reach that end-user, and the telephone number you hear when you ANAC the circuit will be different. The CLEC will have to determine if this is the cause of the ANAC mismatch. An example of when this will occur is with terminals within a Multiline Hunt Group (MLHG). Usually the terminals in the MLHG will ANAC the Main Telephone Number assigned to terminal one (1) in the group.

After the CO technician advises the UNEC that the cutover has been completed, the UNEC will stop the CCSS conversion timer and notify the CLEC of the completed conversion

- 9.0 CENTRAL OFFICE UNBUNDLED LOCAL LOOPS PROVISIONING JOB AID
- 9.1 **SL2 Unbundled Loop Design Circuits**
- 9.2 All designed circuits will be manually coordinated by the UNE Center  
2 WFA/DI Tickets Issued  
PSA Ticket to provision TIRKs Circuits  
LNP or UNE Ticket to provision the COSMOS Circuits
- 9.3 **UNE** tickets will consist of orders with all facilities in a Spare Pending Connect Status. These orders may be wired, tested, and completed prior to the order Due Date. Presence of CLEC Dial Tone or Signaling is not required. A cross office continuity test must be preformed. The WFA/DI tickets must be completed 100%. The 'Start Date & Time' fields must be populated prior to WFA/DI ticket completion.
- 9.4 **LNP** tickets consist of orders reusing the BellSouth Cable Pairs (CP). These circuits must be wired (made ready at the BellSouth CP) and a cross office continuity test performed from the CLEC demarcation point (POT) to the tied in jumper at the BellSouth CP on or before WOT date. If this is a voice grade circuit, the BellSouth line should be ANAC'd to insure Database integrity. If the TN that is ANAC'd and the TN in COSMOS do not match, the Central Office (CO) will place this order in A1 jeopardy with a remark noting the actual working TN on that Cable Pair.
- 9.5 PSA ticket with a WOT step should be completed 100%.
- 9.6 LNP ticket should be completed 100%.
- 9.7 UNE Center will issue a SPLAP (work code of NT) ticket notifying CO of cut 48 hours prior to due date. For a non-attended office or outside of normal business hour cuts, the CO technician should notify the Network Manager and complete ticket 100%. The TIRKS engineering is not always available 48 hours prior to due date so the UNE Center will issue the appointment ticket as soon as the engineering is available.
- 9.8 UNE Center will issue a SLPIA ticket and call the CO to cut the circuits.
- 9.9 CO will advise UNE Center to Hold and proceed to cut location (BellSouth CP).
- 9.10 If voice grade circuit, CO will test for CLEC Dial Tone (DT) at tied in jumper.

- 9.11 If No Dial Tone (NDT), CO will go to Demarcation point (POT) and test for CLEC DT. If CLEC DT is not present, CO will remove the bridging clips, wait 2 minutes, and retest on CLEC side. When NDT condition exists from CLEC equipment, CO will advise UNE Center of specific CLEC CP that NDT condition is on. If a multi-line order, no cuts will be made if NDT condition exists on one or more circuits.
- 9.12 If CLEC DT is present at tied in jumper, CO will monitor the BellSouth line. If the line is idle, CO will ANAC the BellSouth TN. When the line is not idle, CO will notify the UNE Center that the conversion can not continue and the UNE Center will direct further activities. If the BellSouth TN does not match the Service Order, CO will locate the correct CP. When CLEC DT is present on the tied in jumper and the BellSouth TN is ANAC'd, CO will advise UNE Center that they are ready to begin the conversion. CO will remove jumper from BellSouth Cable Pair and terminate tied in jumper. CO will ANAC the line and report the CLEC TN to UNE Center. CO will remain on line with UNE Center until CLEC has accepted circuit.
- 9.13 If DDS grade circuit, CO will test for proper Signaling at tied in jumper.
- 9.14 If No Signaling (NS), CO will go to Demarcation point (POT) and test for CLEC Signaling. When NS condition exists from CLEC equipment, CO will advise UNE Center of specific CLEC CP that NS condition is on. If a multi-line order, no cuts will be made if NS condition exists on one or more circuits.
- 9.15 If Signaling is present at tied in jumper, CO will advise UNE Center that they are ready to begin the conversion. CO will remove jumper from BellSouth Cable Pair and terminate tied in jumper. CO will advise UNE Center when all circuits have been cut. CO will remain on line with UNE Center until CLEC has accepted circuit.
- 9.16 When UNE Center advises CO that CLEC accepted circuit, the CO will complete the SLPIA ticket 100%.

NOTE 1: If Unbundled DS1 Loops (Hicap), the WFA/DI tickets will be SPAH for provisioning, HISAP for the appointment ticket, and HISPIA for the cut.

NOTE 2: The industry standard ANAC number is 800-223-1104. If this number does not work contact the UNE Center and have them acquire the CLEC's ANAC number.



10.0 CENTRAL OFFICE UNBUNDLED LOCAL LOOPS PROVISIONING JOB  
AID

10.1 **SL1 Unbundled Loop Non-Designed Circuits with a Frame Due Time (FDT) of 9:00pm**

- 10.2 Non-designed circuits with a FDT of 9:00pm (Circuit ID of TYNU) will be voice grade circuits and will be manually coordinated by the UNE Center. A single WFA/DI ticket (LNP or UNE) will be issued for the provisioning of each order. The LNP or UNE ticket will contain the COSMOS Work Package Number (WPN).
- 10.3 **UNE** tickets will consist of orders with all facilities in a Spare Pending Connect Status. These orders may be wired, tested, and completed prior to the order Due Date. Presence of CLEC Dial Tone is not required. If No Dial Tone (NDT) exists Central Office (CO) will perform a cross office continuity test. The WFA/DI ticket must be completed 100%. The 'Start Date & Time' fields must be populated prior to WFA/DI ticket completion.
- 10.4 **LNP** tickets consist of orders reusing the BellSouth Cable Pairs (CP). These circuits must be wired (made ready at the BellSouth Cable Pair) and a cross office continuity test performed from the CLEC demarcation point (POT) to the tied in jumper at the BellSouth CP before the due date. CO will ANAC the BellSouth line to insure Database integrity. If the TN that is ANAC'd and the TN in COSMOS do not match, the CO will place this order in A1 jeopardy with a remark noting the actual working TN on that Cable Pair.
- 10.5 After successfully wiring and testing, the COSMOS WPN will be placed in ID jeopardy (Hold for Call) and the WFA/DI ticket will be completed 100%. The 'Start Date and Time' fields must be completed.
- 10.6 The Frame Output will be filed in a unique ID Jeopardy folder, bin, file, etc. on the local frame desk.
- 10.7 UNE Center will issue a NDSAP (work code of ND) ticket notifying CO of cut 48 hours prior to due date. For a non-attended office, outside of normal business hour cuts, or if a Time Specific cut, the CO technician will notify his/her Network Manager and complete ticket 100%. Orders are not always assigned 48 hours prior to Due Date so the UNE Center will input the appointment ticket as soon as the Order is available.
- 10.8 UNE Center will call the CO to cut the circuits.

- 10.9 CO will advise UNE Center to hold and proceed by testing for Dial Tone (DT) from the CLEC at the tied in jumper at the BellSouth CP. If multi-line order, DT should be checked on all circuits prior to making any cuts. No circuits are to be cut if No Dial Tone (NDT) condition exists on one or more circuits.
- 10.10 If NDT, CO should proceed to the CLEC Demarcation point (POT) and test for DT. If CLEC DT is not present, CO will remove the bridging clips, wait 2 minutes and retest on CLEC side. If NDT from CLEC equipment, CO will notify UNE Center of problem with specific CLEC CP having NDT condition.
- 10.11 If CLEC DT is present at tied in jumper, CO will monitor the BellSouth line. If the line is idle, CO will ANAC the BellSouth TN. When the line is not idle, CO will notify the UNE Center that the conversion can not continue and the UNE Center will direct further activities. If the BellSouth TN does not match the Service Order, CO will locate the correct CP. When CLEC DT is present on the tied in jumper and the BellSouth TN is ANAC'ed, CO will advise UNE Center that they are ready and to start the conversion. CO will remove jumper from BellSouth Cable Pair and terminate tied in jumper. CO will ANAC the line and report the CLEC TN to UNE Center. CO will remain on line with UNE Center until CLEC has accepted circuit.
- 10.12 CO will remain on the line with the UNE Center until they report acceptance from the CLEC.
- 10.13 CO will create a SONPK ticket in WFA/DI to report conversion time and complete the order directly in COSMOS.

NOTE 1: The industry standard ANAC number is 800-223-1104. If this number does not work contact the UNE Center and have them acquire the CLEC's ANAC number.

11.0 CENTRAL OFFICE UNBUNDLED LOCAL LOOPS PROVISIONING JOB  
AID

11.1 **SL1 Unbundled Loop Non-Designed Circuits With A Frame Due Time (FDT) of 3:30pm**

11.2 Non-designed circuits with a FDT of 3:30pm (Circuit ID of TYNU) will be non-coordinated voice grade circuits. Central Office (CO) will cut these circuits anytime on the DUE DATE.

11.3 A single WFA/DI ticket (LNP or UNE ) will be issued for the provisioning of each order.

The LNP or UNE ticket will contain the COSMOS Work Package Number (WPN).

11.4 **UNE** tickets will consist of orders with all facilities in a Spare Pending Connect Status. These orders may be wired, tested, and completed prior to the order Due Date. Presence of CLEC Dial Tone is not required. If No Dial Tone (NDT) exists CO will perform a cross office continuity test. The WFA/DI ticket must be completed 100%. The 'Start Date & Time' fields must be populated prior to WFA/DI ticket completion.

11.5 **LNP** tickets consist of orders reusing the BellSouth Cable Pairs (CP). These circuits must be wired (made ready at the BellSouth Cable Pair) and a cross office continuity test performed from the CLEC demarcation point (POT) to the tied in jumper at the BellSouth CP before the Due Date. CO will ANAC the BellSouth line to insure Database integrity. If the TN that is ANAC'd and the TN in COSMOS do not match, the CO will place this order in A1 jeopardy with a remark noting the actual working TN on that Cable Pair.

11.6 After successfully wiring and testing, the WFA/DI ticket will be completed at 10%.

11.7 Frame output should be filed by Due Date at the Frame desk.

11.8 The CO will cut the circuit(s) on the Due Date.

11.9 If No Dial Tone (NDT) on the tied in jumper, CO will proceed to the CLEC Demarcation point (POT) and test for DT. If DT is not present, CO will remove the bridging clips wait 2 minutes, and retest on CLEC side. If NDT from CLEC, CO will place the COSMOS WPN in I4 jeopardy, complete the WFA/DI ticket at 20%. On multi-line orders no circuits are to be cut if NDT condition exists on one or more circuits.

11.10 The Frame Output will be filed in a unique I4 Jeopardy folder, bin, file, etc., on the local frame desk.

11.11 If CLEC DT is present at tied in jumper, CO will monitor the BellSouth line. If the line is idle, CO will ANAC the BellSouth TN. When the line is not idle, CO will monitor the BellSouth line every 5 to 10 minutes until the line is idle. If the BellSouth TN does not match the Service Order, CO will locate the correct CP. When CLEC DT is present on the tied in jumper and the BellSouth TN is ANAC'd, CO will lift off jumper at BellSouth CP and terminate the tied in jumper. CO will complete the WFA/DI ticket 100% as soon as cut is completed. The 'Start Date and Time' fields must be completed prior to WFA/DI ticket completion.

NOTE 1: The industry standard ANAC number is 800-223-1104. If this number does not work contact the UNE Center and have them acquire the CLEC's ANAC number.



# **EXHIBIT WKM-5**

**Turn Up – Designed Inside Cut Only, Conversions**

**And**

**Turn Up – Non-Designed Inside-Cut-Only  
Coordinated Conversion**

# **Turn Up – Designed Inside Cut Only, Conversions**

## **Network Services – Carrier Services**

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205/714-0191



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## Introduction

### Purpose

This document presents the purpose, scope, responsibilities and actions associated with the turn-up of CWINS/ UNE Center Designed Inside-Cut-Only Conversion Orders.

### Version Information

**Table A Revision History**

Chapter	Action Request #	Date/Issue	Description
new section	N/A	December 15, 2000 / 2f	Update to add section on time specific negotiation
Step Action Table, Step #26	AR 1875	November 28, 2000 / 2e	Update to change action taken for listing orders in HC status. Update by Jim Ennis.
ALL	N/A	September 18, 2000 / 2d	Update to true documentation rkw
Step Action Table	AR 2449	August 01, 2000 / 2c	Correct link in step action table RKW
Step Table, Step #12 Note	N/A	June 5, 2000 / 2d	Changes per Glen Miller to establish conversion time specific goal.
Flow and Step Tables	N/A	May 08, 2000 / 2c	Changes by Glen Miller to update per latest CO/WINS/UNEC M&P.
Title page and title	N/a	March 9, 2000 / 2b	Added id quik15 to titlepage tag for linking from external documents. Also changed title to be more consistent with other provisioning work instructions.
Para. 1.2 and step 27 of step table	AR1968	March 3, 2000 / 2a	Included references to Job Aid for Provisioning Performance Review.
1.3	1793	January 28, 2000 / 2	Revised step #23 in table so it will link to WINS/UNEC acceptance policy instead of control office practice for TR administration (WBL)
All	N / A	November 10, 1999 / 1c	General Revision

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**Table A Revision History (continued)**

<b>Chapter</b>	<b>Action Request #</b>	<b>Date/Issue</b>	<b>Description</b>
Order Turn-Up	1478 & 1479 & 1498	08/24/99 / 1b	Revised step action table to step 25 & 26 to
All	n/a	7/5/99 / 1a	Revised step table
All	n/a	6/1/1999 / 1	New document

## **1. Order Turn-Up**

### **1.1 Purpose/Scope**

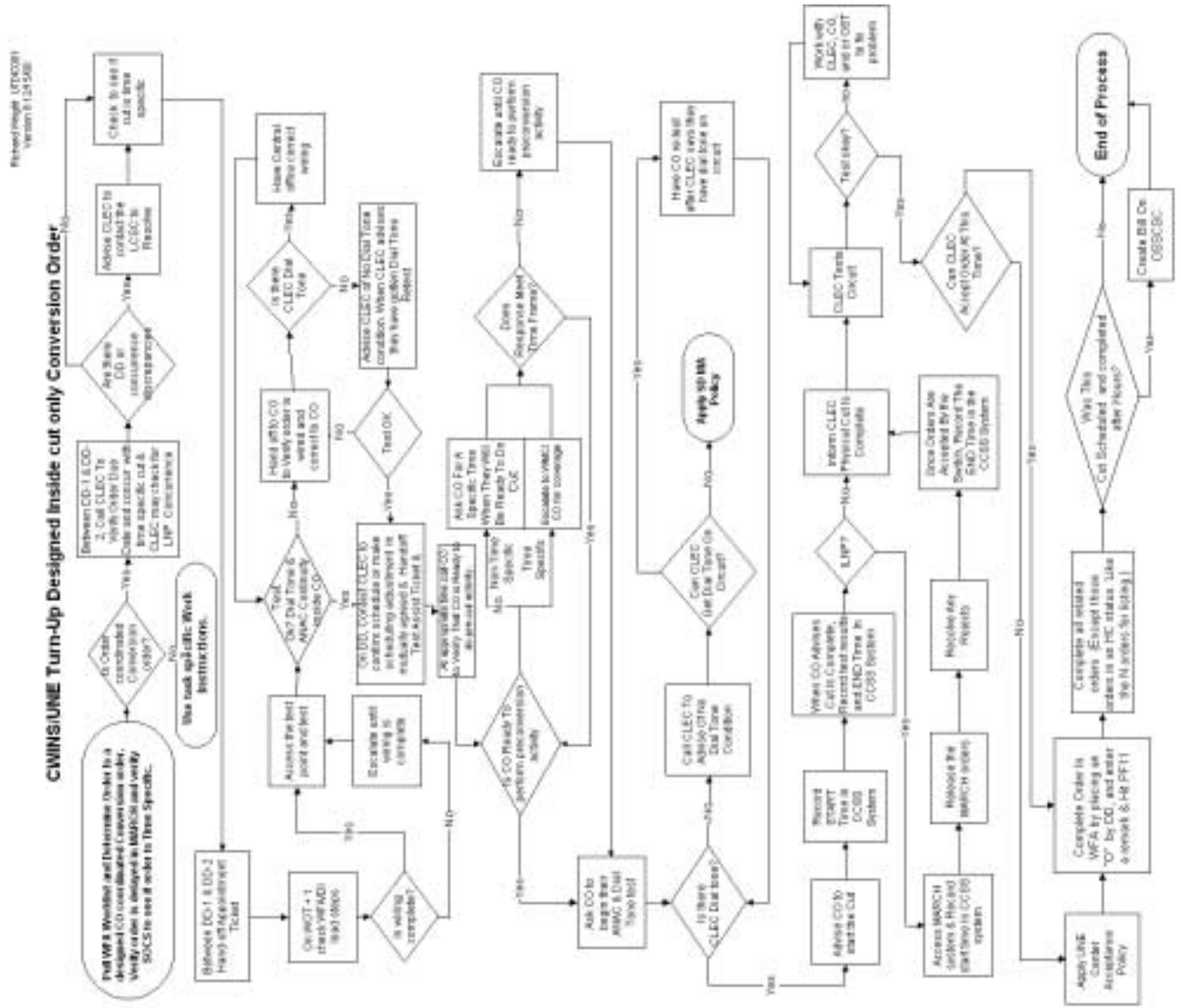
This document presents the steps and associated actions required to successfully complete turn-up of CWINS/ UNE Center Designed Inside-Cut-Only Conversion Orders.

### **1.2 Responsibilities**

This document describes the responsibilities of the Electronic Technician (ET) and/or Maintenance Administrator (MA) in turning up Center Designed Inside-Cut-Only Conversion Orders. Also refer to JA-PETT-001, Job Aid for Provisioning Performance Review, requirements.

### **1.3 Requirements**

#### **1.3.1 Steps for Turning Up CWINS/ UNE Center Designed Inside-Cut-Only Conversion Orders**



**Figure 1 Inside Cut Only Conversion**

The ET/MA will complete the following actions:

Step	Action	If / Then
1	Pull WFA worklist and determine if order is a designed CO coordinated conversion order. Verify that the order is delayed in MARCH and verify SOCS to see if order is Time Specific.	If order is a coordinated conversion order Proceed to next step. If order is not a coordinated conversion order refer to task specific work instructions.
2	Between Due Date-1 and Due Date-2, call CLEC to verify order Due Date and content. CLEC may check for LNP Concurrence. Are there Due Date discrepancies?	If no, proceed to next step. If yes, advise CLEC to contact the LCSC to get discrepancy resolved. Once resolved proceed to next step.
3	Check to see if order is Time specific. (see note below for ***Time Specific)	Proceed to next step
4	Between Due Date-1 and Due Date-2 handoff an appointment ticket to the Central Office.	Proceed to next step.
5	On WOT+1, check WFA/DI load steps. Is wiring complete?	If yes, proceed to next step. If no, escalate, according to escalation procedure, until wiring is complete. Then proceed to next step.
6	Access test point and test. Does circuit test okay? Dial Tone and continuity inside CO?	If yes, skip to Step 10. If no, proceed to next step.
7	Handoff to CO to verify order is wired and correct to CO. Is there CLEC dial tone?	If yes, have CO correct the problem and return to step 6. If no, advise CLEC of no-dial-tone condition and when CLEC advises they have gotten Dial Tone, retest circuit, and proceed to next step.
8	Does circuit test OK?	If yes, proceed to next step If no, return to step 7.

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Step	Action	If / Then
9	On DD, contact CLEC to confirm schedule or make scheduling adjustment if mutually agreed, Hand-off a Test Assist Ticket, work type IA, to the CO. Call CO to advise that you are ready to do the cut. Is the CO ready to perform preconversion activity?	If yes, Skip to Step 12. If no, and order is not time specific, proceed to next step. If no, and order is Time Specific, escalate to WMC/CO for coverage, proceed to next step
10	Ask CO for a specific time when they will be ready to do the cut.	Proceed to next step.
11	Does response meet required time frame?	If no, escalate according to Escalation Procedure until CO is ready to perform preconversion activity, proceed to next step. If yes, proceed to next step.
12	Ask CO to begin their ANAC and Dial Tone test.	
13	Is there CLEC dial tone?	If yes, Advise the CO will START the cut. Skip to step 15. If no, advise CLEC of no-dial-tone condition and proceed to next step.
14	Can the CLEC get dial tone on the circuit?	If yes, have the CO retest the circuit and return to step 13. If no, apply SD/MA policy. <b>END OF PROCESS</b>
15	Record the START time in the CCSS system.  <b>Note:</b> Note: For Time Specific Conversions the WINS/UNEC goal is to begin the conversion at the scheduled time; however, we will use best effort to begin the conversion within +/- 15 Min. of the scheduled time.	
16	When CO advises cut is complete, record test results and the END time in the CCSS system.	

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Step	Action	If / Then
17	Is the order ILNP?	If yes, access MARCH system and record start time in the CCSS system. If no, proceed to step 21.
18	Release the MARCH orders	
19	Resolve any rejects.	
20	Once order is accepted by the switch, record the END time in the CCSS system.	Proceed to next step.
21	Inform CLEC that the physical cut is complete	
22	CLEC tests circuit. Does the circuit test okay?	If yes, skip to step 24. If no, proceed to next step.
23	Work with CLEC, CO, and or OST to fix problem.	Return to step 22.
24	Can the CLEC accept the order at this time?	If yes, proceed to next step. If no, apply the UNE center acceptance policy and proceed to next step.
25	Complete order in WFA by placing an "O" by the Due Date and enter a remark and Depress PF11.  <b>Note:</b> Ensure all entries are complete per additional Responsibilities and Requirements found in JA-PETT-001 , Job Aid for Provisioning Performance review.	

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Step	Action	If / Then
26	Complete all related orders. (Except those orders in an HC status. Like the N orders for listing.)  <b>Note: If the order was for LNP, access the MARCH system and run the disconnect order</b>	
27	Was this cut scheduled and completed afterhours?	If yes, create a bill on the OSSCSC screen <b>END OF PROCESS</b> If no this is the <b>END OF PROCESS</b>

This completes the turn up of CWINS/ UNE Center Designed Inside-Cut-Only Conversion Orders.

#### 1.4 \*\*\* Time Specific\*\*\* Negotiate The Time for the Conversion of Service

Due to contract negotiations the CLECs have the opportunity to specify a time window for the cutover (Time Specific Conversions). In order to prevent miscommunications, 24/48 hours prior to Due Date, BellSouth will contact the CLECs and confirm agreement to Time Specific schedule or **mutually** renegotiate Time Specific schedule to meet load/force capabilities. **Mutually agreed** Time Specific schedule changes on the due date are not recommended but are acceptable to allow flexibility to meet the service order due date. All Time Specific schedule confirmations and mutually agreed reschedules must be documented in the WFA log and be accurately entered into CCSS to reflect the confirmed or mutually agreed Time Specific scheduled time.

A single CLEC request for multiple Time Specific conversions in a single central office at the same time should be negotiated for a sequential order conversion in order of CLEC preference, if requested. WFA log documentation should reflect this agreement and subsequent orders should have WFA log entries identifying the association with the first order in the conversion sequence. The Time Specific scheduled time in CCSS for the first conversion in the sequence must represent the CLEC requested schedule time or mutually negotiated schedule time. All following sequential order schedule times should be entered into CCSS to match the actual conversion start time.

**Note:** Individual CLEC contract language may differ slightly from the stated process and should be reviewed if necessary. The contract agreement supersedes any difference in the stated process and will be followed.

# **Turn Up – Non-Designed Inside-Cut-Only Coordinated Conversion**

## **Network Services – Customer Services**

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## Introduction

### Purpose

This document presents the purpose, scope, responsibilities and actions associated with the turn-up of CWINS/ UNE Center Non-Designed Inside-Cut-Only Coordinated Conversion Orders.

### Version Information

**Table A Revision History**

Chapter	Action Request #	Date/Issue	Description
All	N/A	December 21, 2000 / 2g	Update to add information on Time Specific
Step action table, step 25	AR 1875	November 28, 2000 / 2f	Update to change action taken on orders in HC status. Update by Jim Ennis.
ALL	N/A	September 17, 2000 / 2e	Update to true flows
Step action table	AR 2449	August 01, 2000 / 2d	Update to correct link
Titles	N/A	July 13, 2000 / 2c	Added "Coordinated" to titles per Glen Miller
Step Table and Flow	N/A	June 2000 / 2b	Changes to step and flow to agree with checklist items.
Responsibilities and step table #25	ar1968	March 17, 2000 /2a	Added reference to Provisioning Performances Review
Title page and Title	N/A	March 9, 2000 / 2	Added id quik10 to title page tag for linking from external documents. Also deleted UNE from title.
All	N / A	November 10, 1999 / 1c	General Revision
All	1478 & 1479 & 1498	August 24, 1999 / 1b	change steps 23 and 24 of step action table
Order Turn-Up	n/a	July 15, 1999 / 1a	Reformat table, update links
All	n/a	June 1, 1999 / 1	New document





## **1. Order Turn-Up**

### **1.1 Purpose/Scope**

This document presents the steps and associated actions required to successfully turn-up CWINS/ UNE Center Non-Designed Inside-Cut-Only Coordinated Conversion Orders.

### **1.2 Responsibilities**

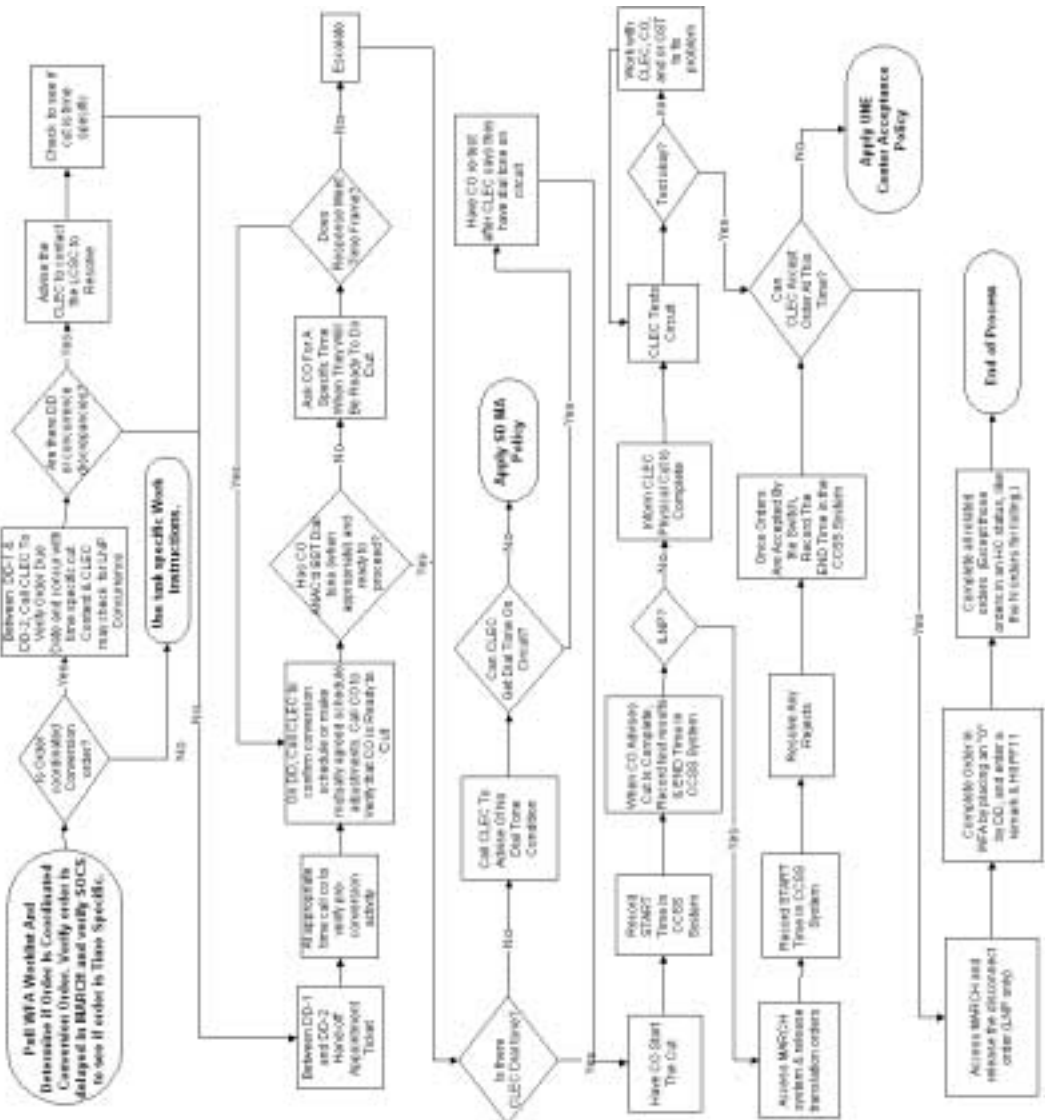
This document describes the responsibilities of the Electronic Technician (ET) and/or Maintenance Administrator (MA) in turning up CWINS/ UNE Center Non-Designed Inside-Cut-Only Conversion Orders. Additional Responsibilities and Requirements are found in JA-PETT-001, Job Aid for Provisioning Performance review.

### **1.3 Requirements**

#### **1.3.1 Steps for Turning Up CWINS/ UNE Center Non-Designed Inside-Cut-Only Coordinated Conversion Orders**

Revised/Repl. UTM001  
Version 5.1201.08

**CWMS/UME Turn-Up Non-Designed Inside cut only Coordinated Conversion Order**



**Figure 1 Turn Up — Non-Designed Inside-Cut-Only Coordinated Conversion**

The ET/MA will complete the following actions:

Step	Action	If / Then
1	Pull WFA worklist and determine if order is inside coordinated conversion order. Verify the order is delayed in MARCH and verify in SOCS to determine if order is Time Specific.	If yes, (order is coordinated conversion order) proceed to next step If no, (order is not coordinated conversion) refer to Task specific work instructions.
2	Between Due Date -1 and Due Date -2, call CLEC to verify order due date and content. CLEC may check for LNP Concurrence. Are there Due Date or concurrence discrepancies?	If no, proceed to next step If yes, advise the CLEC to contact the LCSC to get discrepancy resolved. Once resolved proceed to next step.
3	Is the order time-specific? (see note below for ***Time Specific)	If yes, proceed to next step. If no, skip to Step 5.
4	Between Due Date -1 and Due Date -2, Handoff an appointment ticket.	
5	On Due Date, call the CLEC to confirm conversion schedule. At appropriate time call the CO to verify that CO is ready has completed preconversion verification and is ready to cut.	
6	Has CO ANAC'd BST Dial Tone (When appropriate) and ready to proceed?	If yes, skip to Step 8 If no, proceed to step 7.
7	Ask CO for a specific time when they will be ready to do the cut. Does response meet time frame?	If yes, return to step 5. If no, escalate, according to escalation procedure and go to step 8
8	Is there CLEC dial tone?	If yes, skip to Step 11. If no, call CLEC to advise them of no-dial-tone condition and proceed to next step.
10	Can the CLEC get dial tone on the circuit within the next 15 Min?	If yes, have the CO retest the circuit after CLEC says they have Dial Tone on circuit and then proceed to next step. If no, apply SD/MA policy. <b>END OF PROCESS</b>

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Step	Action	If / Then
11	Have CO start the cut.	
12	Record the START time in the CCSSsystem. Note: For Time Specific conversions the WINS/UNEC goal is to begin the conversion at the scheduled time; however, we will use best effort to begin the conversion within +/- 15 Min. of the scheduled time.	
13	When CO advises cut is complete, record test results and END time in the CCSS system.	Proceed to next step.
14	Is the order ILNP or LNP?	If the order is ILNP go to step 18. If the order is LNP go to step 15.
15	Inform the CLEC the physical cut is complete.	
16	CLEC tests circuit. Does the circuit test okay?	If yes, skip to Step 22 If no, proceed to next step.
17	Work with the CLEC, CO and outside technician to fix the problem.	Return to Step 16.
18	Access MARCH and release translation orders.	
19	Record the START time in the CCSSsystem.	
20	Resolve any rejects.	
21	Once the orders are accepted by the switch, record the END time in the CCSS system.	
22	Can the CLEC accept the order at this time?	If yes, proceed to next step. If no, apply the UNE center acceptance policy
23	Access MARCH system and release disconnect orders. (LNP only)	

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Step	Action	If / Then
24	Complete order in WFA: place an "O" by Due Date, and depress PF11.  <b>Note:</b> Ensure all entries are complete per additional Responsibilities and Requirements found in JA-PETT-001, Job Aid for Provisioning Performance review.	
25	Complete all related orders. (Except those orders in an HC status, like the N orders for listing.)	End of Process

This completes the turn up of CWINS/ UNE Center Non-Designed Inside-Cut-Only Conversion Orders.

#### 1.4 \*\*\* Time Specific\*\*\* Negotiate The Time for the Conversion of Service

Due to contract negotiations the CLECs have the opportunity to specify a time window for the cutover (Time Specific Conversions). In order to prevent miscommunications, 24/48 hours prior to Due Date, BellSouth will contact the CLECs and confirm agreement to Time Specific schedule or **mutually** renegotiate Time Specific schedule to meet load/force capabilities. **Mutually agreed** Time Specific schedule changes on the due date are not recommended but are acceptable to allow flexibility to meet the service order due date. All Time Specific schedule confirmations and mutually agreed reschedules must be documented in the WFA log and be accurately entered into CCSS to reflect the confirmed or mutually agreed Time Specific scheduled time.

A single CLEC request for multiple Time Specific conversions in a single central office at the same time should be negotiated for a sequential order conversion in order of CLEC preference, if requested. WFA log documentation should reflect this agreement and subsequent orders should have WFA log entries identifying the association with the first order in the conversion sequence. The Time Specific scheduled time in CCSS for the first conversion in the sequence must represent the CLEC requested schedule time or mutually negotiated schedule time. All following sequential order schedule times should be entered into CCSS to match the actual conversion start time.

**Note:** Individual CLEC contract language may differ slightly from the stated process and should be reviewed if necessary. The contract agreement supersedes any difference in the stated process and will be followed.





## **EXHIBIT WKM-6**

**End Office Handling of Operator and Directory  
Assistance Calls of BellSouth and CLEC End-Users**

**End Office Handling of Operator and Directory Assistance Calls  
Of  
BellSouth and CLEC End-Users**

**1. Introduction**

**1.1. Scope and Purpose**

The purpose of this paper is to show the service parity that exists between BellSouth Telecommunications Inc. (BellSouth) Retail customers and Competitive Local Exchange Carrier (CLEC) customers. It will compare Retail vs. Resale, Retail vs. Unbundled Network Element (UNE) with respect to functions that involve a BellSouth switch and Retail vs. UNE or Resale with the Selective Call Routing option. This includes the dial tone provided to the lines, both BellSouth and CLEC, and the routing of the calls to the various trunk groups. In each case, BellSouth provides parity, subject only to the CLEC's ordering of sufficient facilities to deliver its customized traffic to the BellSouth switch.

**1.2. General**

Switch translations as defined here are the variable software parameters that allow for individual line identification, vertical services capability, and the applicable Automatic Message Accounting (AMA) recording. The term also applies to the routing schemes based on a defined trunking architecture. In BellSouth, switch translations provisioning is performed by eight geographic software centers supported by a regional staff. This regional staff provides written methods and procedures for new services and features, as well as day-to-day support.

Dial tone, access to subscribed features, and access to all trunk groups in the BellSouth end offices is provided to customers on a first come, first served basis.

**2. CLEC Resale Customer vs. BellSouth Retail Customer:**

CLEC Request for Service:

A CLEC orders service for its customer by submitting the required forms to the Local Carrier Service Center ("LCSC"). The LCSC serves as BellSouth Telecommunications' point of contact for processing local service requests from CLECs. One of the required forms for Resale the CLEC submits to the LCSC is the Resale Service Form. It is on this form that the CLEC lists appropriate Universal Service Order Codes (USOCs). The USOC identifies specific items of service or equipment. It is also on the Resale Service Form that the CLEC lists any call blocking or calling restrictions, such as 900 and 976 blocking.

The LCSC generates a BellSouth service order once all information is received from the CLEC. The BellSouth service order contains the USOCs required to provide the service. The service order also carries a special Field Identifier Code ("FID"). The FID provides a four-digit code that identifies the CLEC to the billing system. The FID is not input into the switch.

#### BellSouth Customer Request for Service:

A BellSouth customer orders service from the BellSouth Business Office. The BellSouth business office generates a BellSouth service order. The BellSouth service order contains the USOCs required to provide the service.

#### Service Order Flow:

BellSouth Retail customer service orders and CLEC Resale customer service orders utilize the exact same USOCs. The service orders enter a system called the Line Class Code Assignment Module ("LCCAM"). The LCCAM takes the USOCs assigned on service orders and converts them to a Line Class Code ("LCC"). The LCC is a three character alphanumeric entry that identifies the routing and screening characteristics of the line to the switch.

The service orders flow into MARCH (not an acronym). MARCH is a memory administration system that translates line-related service order data into switch provisioning messages and automatically transmits the messages to targeted stored program control system switches. Nothing input into the switch identifies a line as a CLEC line. A BellSouth line and a CLEC line with the same LCC look identical to the

switch. They use the exact same routing, screening, and trunking. Therefore, parity between a BellSouth customer Retail line and a CLEC Resale line is guaranteed.

Once the service order is completed by the Service Representative, the entire service order process described above is totally mechanized, unless an error is encountered.

**See Diagram 1 for an example of a BellSouth Retail line and a CLEC Resale line. Both lines in the example have requested single party flat rate residential service with 900 and 976 blocking.**

**3. CLEC UNE Customer vs. BellSouth Retail Customer:**

CLEC Request for Service:

A CLEC orders UNE service for its customer, either a Port only, or a Port/Loop Combo, by submitting the required forms to the LCSC. (Note: for the purposes of switch input, Port only orders and Port/Loop Combos are identical.) The LCSC serves as BellSouth's point of contact for processing local service requests from CLECs. One of the required forms for a UNE the CLEC submits to the LCSC is the Port Service Form. It is on this form that the CLEC lists the appropriate USOCs. UNE service uses one of four distinct provisioning USOCs, as well as other USOCs as required to define the service. The USOC identifies specific items of service or equipment. It is also on the Port Service Form that the CLEC lists any call blocking or calling restrictions, such as 900 and 976 blocking.

The LCSC generates a BellSouth Service Order once all information is received from the CLEC. The BellSouth Service Order contains the USOCs required to provide the service. The Service Order also carries a special Field Identifier Code ("FID"). The FID provides a four-digit code that identifies the CLEC to the billing system. The FID is not input into the switch.

BellSouth Customer Request for Service:

A BellSouth customer orders service from the BellSouth Business Office. The BellSouth Business Office generates a BellSouth Service Order. The BellSouth Service Order contains the USOCs required to provide the service.

Service Order Flow:

BellSouth Retail customer service orders and CLEC UNE customer service orders utilize most of the same USOCs. The exception is that one of four distinct provisioning USOCs must be used for the UNE port, along with any other USOCs that may be required to provide the service. The service orders enter a system called the Line Class Code Assignment Module ("LCCAM"). The LCCAM takes the USOCs assigned on service orders and converts them to a Line Class Code ("LCC"). The LCC is a three-character alphanumeric entry that identifies the routing and screening characteristics of the port to the switch.

The service orders flow into MARCH. The MARCH system formats the input messages to the switch. The ports are then translated in the switch. Nothing input into the switch identifies a port as a CLEC port. A BellSouth port and a CLEC port with the same LCC look identical to the switch. They use the exact same routing, screening, and trunking. Therefore, parity between a BellSouth customer Retail port and a CLEC UNE port is guaranteed.

Once the service order is completed by the Service Representative, the entire service order process described above is totally mechanized, unless an error is encountered.

**See Diagram 2 for an example of a BellSouth Retail line and a CLEC UNE line. Both lines in the example have requested single party measured rate residential service with 900 and 976 blocking.**

**4. CLEC UNE/Resale Customer with Selective Call Routing vs. BellSouth Retail Customer:**

Overview of Selective Call Routing:

Selective Call Routing is an option that allows a CLEC to select their own Operator Services, Directory Assistance, and Repair Service providers for their customers that are served from a BellSouth switch. Some of the choices available to the CLEC for Operator Services and Directory Assistance are 1) BellSouth operators - BellSouth Brand, 2) BellSouth operators - no Brand, 3) BellSouth operators – CLECs' own Brand, 4) Other Operator Services platform, 5) Announcement, 6) Other arrangement as requested by the CLEC and agreed to by BellSouth. Repair Service would generally be to a CLEC designated location.

Depending on the type of service requested, new trunk groups may be required in each end office where the CLEC is requesting service. If the CLEC requests BellSouth operators with no Brand, a new trunk group is ordered by BellSouth's Operator Services and installed by BellSouth. One would be installed to TOPS for Operator Services and one would be installed to TOPS for Directory Assistance. These trunk groups are not installed in an end office until the first CLEC requests Selective Call Routing for that particular end office. These trunk groups are not dedicated to a particular CLEC but are shared by any CLEC requesting unbranded service.

New trunk groups will be required for a CLEC requesting Customized Branding. These trunk groups will be required to every end office where the CLEC has requested service. The separate trunk groups from each end office are required to provide the same nondiscriminatory branding for the CLECs that is provided for BellSouth. The CLEC branded trunk group identifies to the TOPS equipment that this call is for a specific CLEC and the requested CLEC identification is automatically provided to the customer without operator intervention, just as is provided for a BellSouth customer. These trunk groups will be ordered by the CLEC to TOPS and will be installed by BellSouth. A separate trunk group will be required for Operator Services and for Directory Assistance. These trunk groups are dedicated to the particular CLEC who has ordered them.

CLECs who utilize BellSouth operators for Operator Services and Directory Assistance - BellSouth Brand, use the exact same trunk groups to TOPS as BellSouth Retail customers.

A CLEC has the option of providing its own Operator Services and Directory Assistance functions. The CLEC would be required to provision a trunk group (or trunk groups) from the end office to their Operator Services and/or Directory Assistance location.

CLEC Request for Selective Call Routing:

A CLEC must preorder Selective Call Routing through their BellSouth Account Team. This preordering will cause the required Selective Routing Codes to be assigned and the translations and required trunk groups to be provisioned in the switches.

Once a CLEC has preordered Selective Call Routing and the required translations have been built in the switch, the CLEC orders it by using a FID of ZSRC, followed by the Selective Routing Code assigned to the CLEC for the type of service required. This FID is entered on the Resale Service Form or Port Service Form and sent to the LCSC. The LCSC generates a BellSouth Service Order once all information is received from the CLEC. The BellSouth Service Order contains the USOCs required to provide the service and the special Selective Routing FID and Selective Routing Code.

Service Order Flow:

The service orders enter a system called the Line Class Code Assignment Module ("LCCAM"). The LCCAM takes the Selective Routing Code entered against the ZSRC FID and converts it to a Line Class Code. This Line Class Code represents the type of routing and screening requested for the CLEC customer.

The service orders flow into MARCH. The MARCH system formats the input messages to the switch. The lines are then translated in the switch using the special Line Class Code assigned in just the same manner as for a BellSouth retail line.

Once the service order is completed by the Service Representative, the entire service order process described above is totally mechanized, unless an error is encountered.

Parity:

Parity between BellSouth Retail Customers and CLEC customers with Selective Routing as it relates to Operator Services and Directory Assistance is dependent upon the type of service requested by the CLEC.

When BellSouth Operator Services and Directory Assistance - no Branding is requested, the trunk groups used are not dedicated to a particular CLEC but are shared by any CLEC requesting unbranded service. These trunk groups are monitored by BellSouth and additional trunks are installed when required. This monitoring will assure service parity with BellSouth customers.

When BellSouth Operator Services and Directory Assistance - Custom Branding is requested, the trunk groups used are dedicated to the particular CLEC who has ordered them. The level of service provided to the CLEC customers may be equal to, better than, or worse than, that provided to BellSouth customers, depending on the utilization of the group as determined by the CLEC's trunk ordering decisions. The same is true if a CLEC sends the Operator Services and Directory Assistance traffic to another Operator Services platform of its choosing.

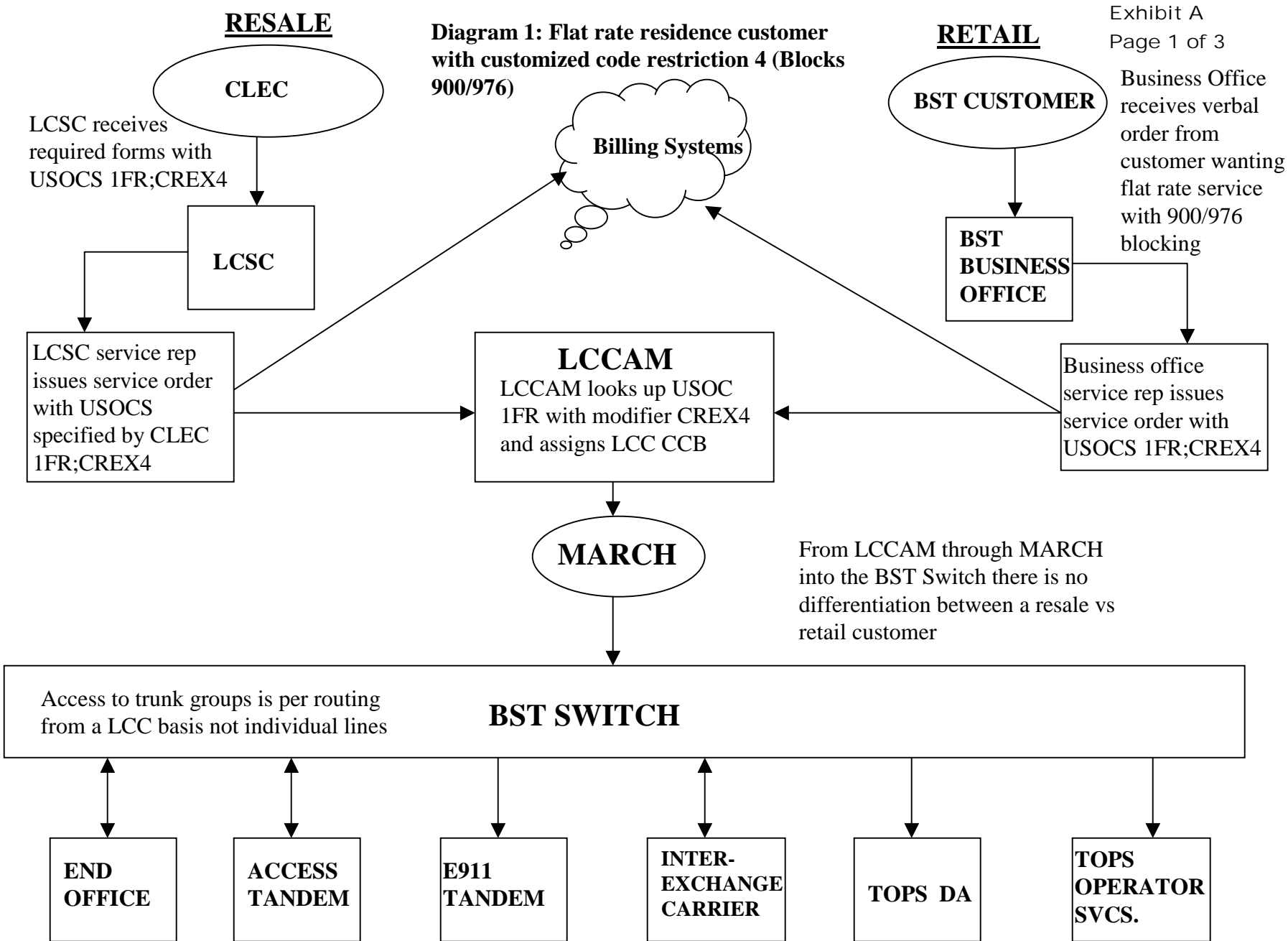
When BellSouth Operator Services and Directory Assistance - BellSouth Branding is requested, the trunk groups used are the exact same trunk groups as BellSouth Retail customers. There is no difference and parity is assured.

The routing of calls to end office trunk groups, InterExchange Carriers, 911 Tandem, and the Access Tandem is the same as is provided to BellSouth Retail Customers. The exact same trunk groups to these locations are used. Parity is thus assured.

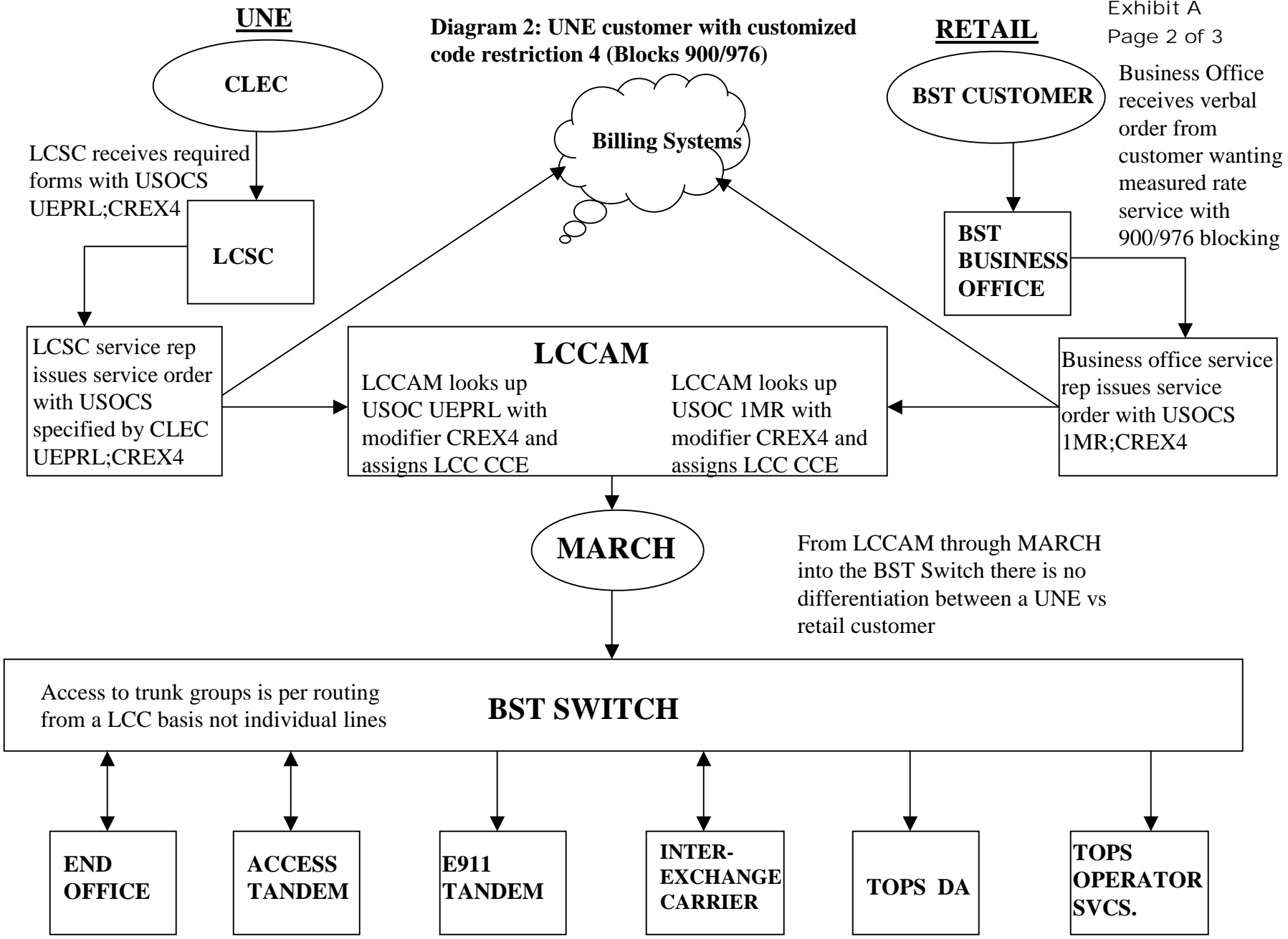
**See Diagram 3 for an example of a BellSouth Retail line and a CLEC UNE line, with Selective Call Routing. Both lines in the example have requested single party measured rate residential service with 900 and 976 blocking. The Selective Routing requested by the CLEC is for routing to their own Operator Services and Directory Assistance. The Selective Routing code assigned is SAAT4.**



**Diagram 1: Flat rate residence customer with customized code restriction 4 (Blocks 900/976)**



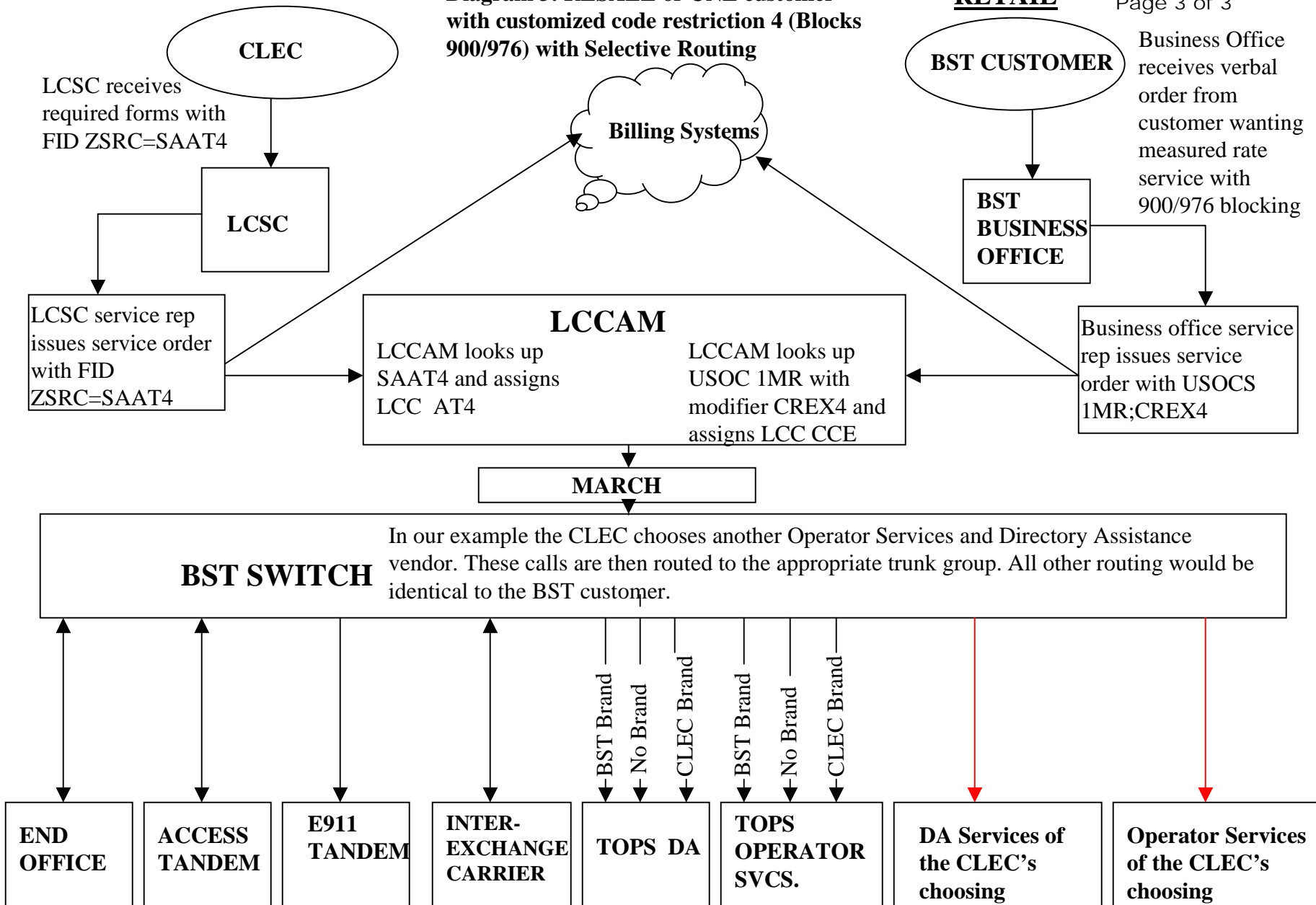
**Diagram 2: UNE customer with customized code restriction 4 (Blocks 900/976)**



**SELECTIVE ROUTING**

**Diagram 3: RESALE or UNE customer with customized code restriction 4 (Blocks 900/976) with Selective Routing**

**RETAIL**





# **EXHIBIT WKM-7**

**Traffic Operating Position System (TOPS) Call Flow  
via  
Queue Management System (QMS)**

**TRAFFIC OPERATING POSITION SYSTEM (TOPS) CALL FLOW  
 VIA  
 QUEUE MANAGEMENT SYSTEM (QMS)**

Call origination type is the most frequently used means of call queue assignment in existing TOPS. National translations or a standard pretranslator can be used to assign a call origination type, although most call origination types are hard-coded and determined in the call setup phase through signaling information. The call origination type is used by table QMSTOPS to assign a CT4QNAM to the call. BellSouth marks calls requiring an operator as QMS in table TOPSTOPT.

Traffic Operator Position System Trunk Options Table (TOPSTOPT) is used to specify different options for Traffic Operator Position System (TOPS) trunks. The Automatic Call Distribution (ACD) field is used to specify the processing used on a trunk group basis. The GRPKEY consists of subfield CLLI. The ACDDATA field consists of subfield ACD and refinements LOCATIONS, ORG\_AREA, ORIGCRIT\_SEL and ORIGCRIT. The DISPCLG field indicates if the calling number is displayed at the TOPS terminal for use by the TOPS operator. The ADASSERV field is for automated directory assistance service (ADAS) availability. Field ADASANS controls when answer supervision is returned to the originating trunk. ANITOCCLI enables conversion of ANI on an incoming trunk to CLI for an outgoing ISUP trunk. Originating Line Number Screening Query (OLNSQRY) indicates which calls can launch a query on a given incoming trunk. DCIBIDX is currently non-functional, intended for a later release. Local number portability calling number AMA (LNPCLGAM) specifies whether to append a module 720 to the AMA record for calls that originate on the trunk group. Field XLASCHEM enables this trunk group for use by the new TOPS translations process. Service provider identifier processing (SPIDPRC) field enables SPID processing for this incoming trunk group. Trunk Service Provider Identifier (TRKSPID) indicates whether a default SPID has been assigned for the given trunk group.

**SAMPLE ENTRIES FOR TABLE : TOPSTOPT**

GRPKEY ORGAREA DISPCLG ADASERV ADASANS ANITOCCLI OLNSQRY DCIBIDX  
 LNPCLGAM XLASCHEM SPIDPRC TRKSPID BILLSCRN ANIFSPL

---

BRDS0CM4 Y BS Y ADASPLUS IMMEDIATE N NONE 0 N N N N N N  
 BRDS0DACC N Y ADASPLUS IMMEDIATE N NONE 0 N N N N N N  
 SAUTDJCM4 Y CLEC Y ADASPLUS IMMEDIATE N NONE 0 N N N N N N  
 SAUDAJ Y CLEC Y ADASPLUS IMMEDIATE N NONE 0 N N N N N N

**INITIAL CALL QUEUE**

To manage the segregation of traffic across call queues each call is assigned an initial call queue (CT4Q) in table QMSTOPS. Then, this initial call queue is refined (changed) by refinement tables. The call type for queuing (CT4Q) refinement allows the TOPS office to divide incoming traffic into separately manageable categories based on different call attributes, according to its office-specific criteria. Tables TQORDERA or TQORDERB specifies the relative ordering of the call type for queuing refinement tables at the three different call states where call queue assignment processing is performed in TOPS QMS. The values in the key fields match the names of the eleven currently available CT4Q refinement tables. Data in a particular CT4Q refinement table has no effect until TQORDERA or TQORDERB has a non-zero

ordering added against that CT4Q table. Only one of these tables is active at a time. The active table is shown in table TQMSOPT.

Pre-operator relative ordering defines the relative ordering for calls that have not yet been to either an operator or an automated service. All active preopr refinement tables are used before postauto refinements are utilized. Post-automated service ordering defines the relative ordering for calls that have not yet been to an operator but have been to an automated service. Recall/transfer ordering defines the relative ordering for calls that have already been to an operator and are now recalling for operator service. Assistance relative ordering defines the relative ordering for calls which a QMS operator has requested, and the request maps to the Customer Service Expert (CSE) assistance in table TQMSFCQA.

### **SAMPLE ENTRIES FOR TABLE: TQORDERA**

TABLE: TQORDERA

CT4QTABL PREOPR POSTAUTO RECALL ASST

```

-----
CT4QCLAS  2   0   0   0
CT4QREST  4   0   0   0
CT4QPFXT  1   0   0   0
CT4QCAR   0   0   0   0
CT4QCLD   0   1   0   0
CT4QORIG  3   0   0   0
CT4QTIME  5   0   0   0
CT4QLANG  0   0   0   0
CT4QAUTO  0   0   0   0
CT4QSPID  0   0   0   0
CT4QBLST  0   0   0   0
CT4QCALT  0   0   0   0
CT4QSLRN  0   0   0   0

```

Refer to the sample datafill. Incoming calls PREOPR traverse the call queue refinement phase in the following order: CT4QPFXT, CT4QCLAS, CT4QORIG, CT4QREST and CT4QTIME. Note that table CT4QCLD is not traversed in the preoperator stage, as it contains a 0 in the PREOPR data field.

### **FIRST REFINEMENT TABLE**

CT4QPFXT is the first refinement table checked for changes. Since this is the first refinement table, the oldct4q (call type for queuing) will be the CT4Q entry in table QMSTOPS. Sample entries for QMSTOPS and CT4QPFXT are listed below:

### **SAMPLE ENTRIES FOR TABLE: QMSTOPS**

```

CO          CT4Q
-----
OA          0_PLUS_K
411         DA_411_K
HOM555     DA_555_K

```

A decision was made to isolate operator assisted (OA) directory assistance calls. Therefore, the datafill in this table has entries changing the CT4Q's assigned to 411 and HOM555. The dialed prefix value is either operator assisted (OA) or direct dialed (DD).

**SAMPLE ENTRIES FOR TABLE: CT4QPFXT**

OLDCT4Q	PFXTCRIT	NEWCT4Q
-----		
DA_555_K OA	DA_555_K_OA	
DA_555_K DD	DA_555_K_DD	
DA_411_K OA	DA_411_K_OA	
DA_411_K DD	DA_411_K_DD	

**SECOND REFINEMENT TABLE**

The second refinement table used is CT4QCLAS. The OLDCT4Q for this table will come from table CT4QPFXT or QMSTOPS for entries not refined in CT4QPFXT. Table CT4QCLAS provides call type for queuing (CT4Q) refinement on the basis of clascrit, which is the class of service associated with the calling number. The class of service associated with the calling number can be UNKNOWN, STATION, HOTEL, COIN, or RESTRICTED. Entries are required for calls that need to be separated for queuing purposes.

**SAMPLE ENTRIES FOR TABLE: CT4QCLAS**

OLDCT4Q	CLASCRIT	NEWCT4Q
-----		
0_MINUS_K COIN	0_MINUS_COIN_K	
0_MINUS_K STATION	0_MINUS_STA_K	
0_MINUS_K HOTEL	0_MINUS_HOTEL_K	
0_MINUS_K RESTRICTED	0_MIN_REST	
0_PLUS_K COIN	0_PLUS_COIN_K	
0_PLUS_K STATION	0_PLUS_STA_K	
0_PLUS_K HOTEL	0_PLUS_HOTEL_K	
0_PLUS_K RESTRICTED	0_PLUS_REST	
1_PLUS_K COIN	1_PLUS_COIN_K	
1_PLUS_K STATION	1_PLUS_STA_K	
1_PLUS_K HOTEL	1_PLUS_HOTEL_K	
1_PLUS_K RESTRICTED	1_PLUS_REST	
DA_411_K_DD RESTRICTED	DA_REST	
DA_555_K_DD RESTRICTED	DA_REST	

**THIRD REFINEMENT TABLE**

The third refinement table used is Call Type for Queuing by Originating Location Table (CT4QORIG). Table CT4QORIG provides call type for queuing refinement on the basis of ORIGCRIT, which is an originating location associated with the call. This table is used to route calls to special groups of operators who have knowledge of geographical area or have fluency in a particular language so that these operators can effectively handle calls from special groups of subscribers. The OLDCT4Q for this table will come from table CT4QCLAS, CT4QPFXT, or QMSTOPS respectively if not refined in CT4QCLAS



or CT4QPFX. The name to be used in field ORGCRIT must first be defined in table TQORGNAM. If calls are to be CT4Q refined by the originating criteria, they must be marked as yes (Y) in ORIGCRIT\_SEL in table TOPSTOPT. If originating criteria is marked no (N) on a trunk group in table TOPSTOPT, this table will not be used for refinement on that trunk group

**SAMPLE ENTRIES FOR TABLE: CT4QORIG**

OLDCT4Q	ORGCRIT	NEWCT4Q
---------	---------	---------

DA_411_K_OA	ICO 0_PLUS_CN_ICO	
DA_411_K_DD	RDAS_KY STATS	
DA_411_K_DD	STATS STATS	
DA_411_K_DD	NTDA NTDA_K	
DA_411_K_DD	DA_TEST DA_TEST	
DA_411_K_DD	GTE NO_NDA	
DA_555_K_OA	ICO 0_PLUS_CN_ICO	
DA_555_K_DD	NTDA NTDA_K	
DA_555_K_DD	GTE NO_NDA	
0_MINUS_COIN_K	BS 0_MIN_CN_BS	
0_MINUS_COIN_K	ICO 0_MIN_CN_ICO	
0_MINUS_COIN_K	CLEC 0_MIN_CN_CLEC	
0_MINUS_COIN_K	TEST 0_MIN_CN_TEST	
0_MINUS_STA_K	BS 0_MIN_STA_BS	
0_MINUS_STA_K	ICO 0_MIN_STA_ICO	
0_MINUS_STA_K	CLEC 0_MIN_STA_CLEC	
0_MINUS_STA_K	TEST 0_MIN_STA_TEST	
0_MINUS_HOTEL_K	BS 0_MIN_HOT_BS	
0_MINUS_HOTEL_K	ICO 0_MIN_HOT_ICO	
0_MINUS_HOTEL_K	CLEC 0_MIN_HOT_CLEC	
0_MINUS_HOTEL_K	TEST 0_MIN_HOT_TEST	
0_PLUS_COIN_K	BS 0_PLUS_CN_BS	
0_PLUS_COIN_K	ICO 0_PLUS_CN_ICO	
0_PLUS_COIN_K	CLEC 0_PLUS_CN_CLEC	
0_PLUS_COIN_K	TEST 0_PLUS_COIN_TEST	
0_PLUS_STA_K	ICO 0_PLUS_CN_ICO	
0_PLUS_STA_K	CLEC 0_PLUS_STA_CLEC	
0_PLUS_STA_K	TEST 0_PLUS_STA_TEST	
0_PLUS_HOTEL_K	ICO 0_PLUS_CN_ICO	
0_PLUS_HOTEL_K	CLEC 0_PLUS_HOT_CLEC	
0_PLUS_HOTEL_K	TEST 0_PLUS_HOTEL_TEST	
1_PLUS_COIN_K	BS 1_PLUS_CN_BS	
1_PLUS_COIN_K	ICO 1_PLUS_CN_ICO	
1_PLUS_COIN_K	CLEC 1_PLUS_CN_CLEC	
1_PLUS_STA_K	ICO 1_PLUS_CN_ICO	
1_PLUS_STA_K	CLEC 1_PLUS_STA_CLEC	
1_PLUS_HOTEL_K	ICO 1_PLUS_CN_ICO	
1_PLUS_HOTEL_K	CLEC 1_PLUS_HOT_CLEC	
0_MIN_REST	BS 0_MIN_REST_BS	
0_MIN_REST	ICO 0_MIN_REST_ICO	
0_MIN_REST	CLEC 0_MIN_REST_CLEC	

0\_MIN\_REST TEST 0\_MIN\_REST\_TEST  
 0\_PLUS\_REST BS 0\_PLUS\_REST\_BS  
 0\_PLUS\_REST ICO 0\_PLUS\_REST\_ICO  
 0\_PLUS\_REST CLEC 0\_PLUS\_REST\_CLEC  
 0\_PLUS\_REST TEST 0\_PLUS\_REST\_TEST  
 1\_PLUS\_REST BS 1\_PLUS\_REST\_BS  
 1\_PLUS\_REST ICO 1\_PLUS\_REST\_ICO  
 1\_PLUS\_REST CLEC 1\_PLUS\_REST\_CLEC  
 NO\_NDA NTDA NO\_NDA  
 DA\_REST BS REST\_DA  
 DA\_REST ICO REST\_DA  
 DA\_REST CLEC REST\_DA

Table TQORGNAM defines a list of the names that can be used to assign different originating criteria that will be associated with incoming trunk groups. These are the orig names that are used in table TOPSTOPT. This is the first of three (3) tables that are required when originating digits is an active refinement table the orgcrit name is arbitrary.

**SAMPLE ENTRIES FOR TABLE : TQORGNAM**

ORGCODE	ORGCRT
---------	--------

0	UNKNOWN_ORGCRT
1	RDAS_KY
2	ADAS_PLUS_KY
3	STATS
4	NTDA
5	DA_TEST
10	BS
11	ICO
12	CLEC
13	TEST
14	GTE

**FOURTH REFINEMENT TABLE**

Call Type for Queuing by Restricted Billing Index Table (CT4QREST) is the fourth refinement table used. Table CT4QREST provides call type for queuing (CT4Q) refinement on the basis for RESTCRIT, which is a restricted billing index. The OLDCT4Q for this table will come from CT4QORIG, CT4QCLAS, CT4QPFXT or QMSTOPS. A restricted billing index is defined only for calls with COIN or RESTRICTED class of service. Normally, restricted billing types that do not require their own queues are not datafilled in this table.

**SAMPLE ENTRIES FOR TABLE : CT4QREST**

OLDCT4Q	RESTXRIT	NEWCT4Q
0_MIN_CN_BS 17	0_MIN_REST_BSP_3VR	
0_MIN_CN_BS 21	0_MIN_REST_IPP_3VR	
0_MIN_CN_BS 22	0_MIN_REST_IPP_3VR	
0_MIN_CN_BS 23	0_MIN_REST_IPP_3VR	
0_MIN_CN_BS 25	0_MIN_REST_BSP_3VR	
0_MIN_CN_BS 26	0_MIN_REST_BSP_3VR	
0_MIN_CN_BS 27	0_MIN_REST_BSP_3VR	

0\_MIN\_CN\_ICO 17 0\_MIN\_BSP\_ICO\_3VR  
0\_MIN\_CN\_ICO 21 0\_MIN\_ICO\_IPP  
0\_MIN\_CN\_ICO 22 0\_MIN\_ICO\_IPP  
0\_MIN\_CN\_ICO 23 0\_MIN\_ICO\_IPP  
0\_MIN\_CN\_ICO 25 0\_MIN\_BSP\_ICO\_3VR  
0\_MIN\_CN\_ICO 26 0\_MIN\_BSP\_ICO\_3VR  
0\_MIN\_CN\_ICO 27 0\_MIN\_BSP\_ICO\_3VR  
0\_MIN\_CN\_CLEC 21 0\_MIN\_CLEC\_IPP  
0\_MIN\_CN\_CLEC 22 0\_MIN\_CLEC\_IPP  
0\_MIN\_CN\_CLEC 23 0\_MIN\_CLEC\_IPP  
0\_MIN\_REST\_BS 1 0\_MIN\_CA  
0\_MIN\_REST\_BS 2 0\_MIN\_REST\_IPP\_3VR  
0\_MIN\_REST\_BS 3 0\_MIN\_REST\_BSP\_3VR  
0\_MIN\_REST\_BS 6 0\_MIN\_CA  
0\_MIN\_REST\_BS 7 0\_MIN\_CA

0\_MIN\_REST\_BS 8 0\_MIN\_CA  
0\_MIN\_REST\_BS 9 0\_MIN\_CA  
0\_MIN\_REST\_BS 10 0\_MIN\_REST\_BSP\_3VR  
0\_MIN\_REST\_BS 11 0\_MIN\_REST\_BSP\_3VR  
0\_MIN\_REST\_BS 15 0\_MINUS\_LA  
0\_MIN\_REST\_BS 16 0\_MIN\_REST\_IPP\_3VR  
0\_MIN\_REST\_BS 17 0\_MIN\_REST\_BSP\_3VR  
0\_MIN\_REST\_BS 21 0\_MIN\_REST\_IPP\_3VR  
0\_MIN\_REST\_BS 22 0\_MIN\_REST\_IPP\_3VR  
0\_MIN\_REST\_BS 23 0\_MIN\_REST\_IPP\_3VR  
0\_MIN\_REST\_BS 25 0\_MIN\_REST\_BSP\_3VR  
0\_MIN\_REST\_BS 26 0\_MIN\_REST\_BSP\_3VR  
0\_MIN\_REST\_BS 27 0\_MIN\_REST\_BSP\_3VR  
0\_MIN\_REST\_BS 30 0\_MIN\_CA  
0\_MIN\_REST\_BS 31 0\_MIN\_CA  
0\_MIN\_REST\_BS 34 0\_MIN\_CA  
0\_MIN\_REST\_BS 35 0\_MIN\_CA  
0\_MIN\_REST\_BS 41 0\_MIN\_REST\_IPP\_3VR  
0\_MIN\_REST\_BS 42 0\_MIN\_REST\_IPP\_3VR  
0\_MIN\_REST\_BS 50 0\_MIN\_REST\_BSP\_3VR  
0\_MIN\_REST\_BS 52 0\_MIN\_REST\_BSS\_NVR  
0\_MIN\_REST\_BS 55 0\_MIN\_REST\_BSP\_3VR  
0\_MIN\_REST\_BS 68 0\_MIN\_REST\_BSS\_NVR  
0\_MIN\_REST\_BS 71 0\_MIN\_REST\_CEL\_3VR  
0\_MIN\_REST\_BS 72 0\_MIN\_REST\_CEL\_3VR  
0\_MIN\_REST\_BS 73 0\_MIN\_REST\_CEL\_3VR  
0\_MIN\_REST\_BS 74 0\_MIN\_CA  
0\_MIN\_REST\_BS 76 0\_MIN\_CA  
0\_MIN\_REST\_BS 78 0\_MIN\_CA  
0\_MIN\_REST\_BS 79 0\_MIN\_REST\_CEL\_3VR  
0\_MIN\_REST\_BS 81 0\_MIN\_REST\_CEL\_3VR  
0\_MIN\_REST\_BS 82 0\_MIN\_REST\_CEL\_3VR  
0\_MIN\_REST\_BS 85 0\_MIN\_REST\_BSP\_3VR  
0\_MIN\_REST\_BS 86 0\_MIN\_REST\_IPP\_3VR  
0\_MIN\_REST\_BS 88 0\_MIN\_REST\_IPP\_3VR  
0\_MIN\_REST\_BS 91 0\_MIN\_REST\_CEL\_3VR  
0\_MIN\_REST\_BS 92 0\_MIN\_REST\_CEL\_3VR  
0\_MIN\_REST\_BS 93 0\_MIN\_REST\_BSS\_NVR  
0\_MIN\_REST\_BS 94 0\_MIN\_REST\_BSS\_NVR  
0\_MIN\_REST\_BS 96 0\_MIN\_REST\_BSS\_NVR  
0\_MIN\_REST\_BS 99 0\_MIN\_REST\_IPP\_3VR  
0\_MIN\_REST\_ICO 1 0\_MIN\_CA  
0\_MIN\_REST\_ICO 2 0\_MIN\_ICO\_IPP  
0\_MIN\_REST\_ICO 3 0\_MIN\_BSP\_ICO\_3VR  
0\_MIN\_REST\_ICO 6 0\_MIN\_CA  
0\_MIN\_REST\_ICO 7 0\_MIN\_CA  
0\_MIN\_REST\_ICO 8 0\_MIN\_CA  
0\_MIN\_REST\_ICO 9 0\_MIN\_CA  
0\_MIN\_REST\_ICO 16 0\_MIN\_ICO\_IPP

0\_MIN\_REST\_ICO 30 0\_MIN\_CA  
0\_MIN\_REST\_ICO 31 0\_MIN\_CA  
0\_MIN\_REST\_ICO 34 0\_MIN\_CA  
0\_MIN\_REST\_ICO 35 0\_MIN\_CA  
0\_MIN\_REST\_ICO 41 0\_MIN\_ICO\_IPP  
0\_MIN\_REST\_ICO 42 0\_MIN\_ICO\_IPP  
0\_MIN\_REST\_ICO 50 0\_MIN\_BSP\_ICO\_3VR  
0\_MIN\_REST\_ICO 52 0\_MIN\_REST\_ICOS\_NVR  
0\_MIN\_REST\_ICO 55 0\_MIN\_BSP\_ICO\_3VR  
0\_MIN\_REST\_ICO 68 0\_MIN\_REST\_ICOS\_NVR  
0\_MIN\_REST\_ICO 74 0\_MIN\_CA  
0\_MIN\_REST\_ICO 76 0\_MIN\_CA  
0\_MIN\_REST\_ICO 78 0\_MIN\_CA  
0\_MIN\_REST\_ICO 85 0\_MIN\_BSP\_ICO\_3VR  
0\_MIN\_REST\_ICO 86 0\_MIN\_ICO\_IPP  
0\_MIN\_REST\_ICO 88 0\_MIN\_ICO\_IPP  
0\_MIN\_REST\_ICO 89 0\_MIN\_ICO\_3VR  
0\_MIN\_REST\_ICO 93 0\_MIN\_REST\_ICOS\_NVR  
0\_MIN\_REST\_ICO 94 0\_MIN\_REST\_ICOS\_NVR  
0\_MIN\_REST\_ICO 96 0\_MIN\_REST\_ICOS\_NVR  
0\_MIN\_REST\_ICO 98 0\_MIN\_ICO\_3VR  
0\_MIN\_REST\_ICO 99 0\_MIN\_ICO\_IPP  
0\_MIN\_REST\_CLEC 1 0\_MIN\_CA  
0\_MIN\_REST\_CLEC 2 0\_MIN\_CLEC\_IPP  
0\_MIN\_REST\_CLEC 6 0\_MIN\_CA  
0\_MIN\_REST\_CLEC 7 0\_MIN\_CA  
0\_MIN\_REST\_CLEC 8 0\_MIN\_CA  
0\_MIN\_REST\_CLEC 9 0\_MIN\_CA  
0\_MIN\_REST\_CLEC 16 0\_MIN\_CLEC\_IPP  
0\_MIN\_REST\_CLEC 30 0\_MIN\_CA  
0\_MIN\_REST\_CLEC 31 0\_MIN\_CA  
0\_MIN\_REST\_CLEC 34 0\_MIN\_CA  
0\_MIN\_REST\_CLEC 35 0\_MIN\_CA  
0\_MIN\_REST\_CLEC 41 0\_MIN\_CLEC\_IPP  
0\_MIN\_REST\_CLEC 42 0\_MIN\_CLEC\_IPP  
0\_MIN\_REST\_CLEC 52 0\_MIN\_REST\_CLECS\_NVR  
0\_MIN\_REST\_CLEC 68 0\_MIN\_REST\_CLECS\_NVR  
0\_MIN\_REST\_CLEC 74 0\_MIN\_CA  
0\_MIN\_REST\_CLEC 76 0\_MIN\_CA  
0\_MIN\_REST\_CLEC 78 0\_MIN\_CA  
0\_MIN\_REST\_CLEC 86 0\_MIN\_CLEC\_IPP  
0\_MIN\_REST\_CLEC 88 0\_MIN\_CLEC\_IPP  
0\_MIN\_REST\_CLEC 89 0\_MIN\_CLEC\_3VR  
0\_MIN\_REST\_CLEC 93 0\_MIN\_REST\_CLECS\_NVR  
0\_MIN\_REST\_CLEC 94 0\_MIN\_REST\_CLECS\_NVR  
0\_MIN\_REST\_CLEC 96 0\_MIN\_REST\_CLECS\_NVR  
0\_MIN\_REST\_CLEC 98 0\_MIN\_CLEC\_3VR  
0\_MIN\_REST\_CLEC 99 0\_MIN\_CLEC\_IPP  
0\_PLUS\_REST\_BS 1 0\_PLUS\_BSP

0\_PLUS\_REST\_BS 2 0\_PLUS\_BSP  
0\_PLUS\_REST\_BS 3 0\_PLUS\_BSP  
0\_PLUS\_REST\_BS 6 0\_PLUS\_BSP  
0\_PLUS\_REST\_BS 7 0\_PLUS\_BSP  
0\_PLUS\_REST\_BS 8 0\_PLUS\_BSP  
0\_PLUS\_REST\_BS 9 0\_PLUS\_BSP  
0\_PLUS\_REST\_BS 10 0\_PLUS\_BSP  
0\_PLUS\_REST\_BS 11 0\_PLUS\_BSP  
0\_PLUS\_REST\_BS 16 0\_PLUS\_BSP  
0\_PLUS\_REST\_BS 30 0\_PLUS\_BSP  
0\_PLUS\_REST\_BS 31 0\_PLUS\_BSP  
0\_PLUS\_REST\_BS 34 1\_PLUS\_BSP  
0\_PLUS\_REST\_BS 35 0\_PLUS\_BSP  
0\_PLUS\_REST\_BS 41 0\_PLUS\_BSP  
0\_PLUS\_REST\_BS 42 0\_PLUS\_BSP  
0\_PLUS\_REST\_BS 43 0\_PLUS\_BSP  
0\_PLUS\_REST\_BS 50 0\_PLUS\_BSP  
0\_PLUS\_REST\_BS 55 0\_PLUS\_BSP  
0\_PLUS\_REST\_BS 74 0\_PLUS\_BSP  
0\_PLUS\_REST\_BS 76 0\_PLUS\_BSP  
0\_PLUS\_REST\_BS 78 0\_PLUS\_BSP  
0\_PLUS\_REST\_BS 79 0\_PLUS\_BSP  
0\_PLUS\_REST\_BS 85 0\_PLUS\_BSP  
0\_PLUS\_REST\_BS 86 0\_PLUS\_BSP  
0\_PLUS\_REST\_BS 88 0\_PLUS\_BSP  
0\_PLUS\_REST\_BS 99 0\_PLUS\_BSP  
1\_PLUS\_REST\_BS 1 1\_PLUS\_BSP  
1\_PLUS\_REST\_BS 2 1\_PLUS\_BSP  
1\_PLUS\_REST\_BS 3 1\_PLUS\_BSP  
1\_PLUS\_REST\_BS 6 1\_PLUS\_BSP  
1\_PLUS\_REST\_BS 7 1\_PLUS\_BSP  
1\_PLUS\_REST\_BS 8 1\_PLUS\_BSP  
1\_PLUS\_REST\_BS 9 1\_PLUS\_BSP  
1\_PLUS\_REST\_BS 16 1\_PLUS\_BSP  
1\_PLUS\_REST\_BS 17 1\_PLUS\_BSP  
1\_PLUS\_REST\_BS 25 1\_PLUS\_BSP  
1\_PLUS\_REST\_BS 26 1\_PLUS\_BSP  
1\_PLUS\_REST\_BS 27 1\_PLUS\_BSP  
1\_PLUS\_REST\_BS 30 1\_PLUS\_BSP  
1\_PLUS\_REST\_BS 31 1\_PLUS\_BSP  
1\_PLUS\_REST\_BS 34 1\_PLUS\_BSP  
1\_PLUS\_REST\_BS 35 1\_PLUS\_BSP  
1\_PLUS\_REST\_BS 41 1\_PLUS\_BSP  
1\_PLUS\_REST\_BS 42 1\_PLUS\_BSP  
1\_PLUS\_REST\_BS 50 1\_PLUS\_BSP  
1\_PLUS\_REST\_BS 55 1\_PLUS\_BSP  
1\_PLUS\_REST\_BS 74 1\_PLUS\_BSP  
1\_PLUS\_REST\_BS 76 1\_PLUS\_BSP  
1\_PLUS\_REST\_BS 78 1\_PLUS\_BSP

1\_PLUS\_REST\_BS 85 1\_PLUS\_BSP  
1\_PLUS\_REST\_BS 86 1\_PLUS\_BSP  
1\_PLUS\_REST\_BS 88 1\_PLUS\_BSP  
1\_PLUS\_REST\_BS 99 1\_PLUS\_BSP  
1\_PLUS\_CN\_BS 17 1\_PLUS\_BSP  
1\_PLUS\_CN\_BS 21 1\_PLUS\_BSP  
1\_PLUS\_CN\_BS 22 1\_PLUS\_BSP  
1\_PLUS\_CN\_BS 23 1\_PLUS\_BSP  
1\_PLUS\_CN\_BS 25 1\_PLUS\_BSP  
1\_PLUS\_CN\_BS 26 1\_PLUS\_BSP  
1\_PLUS\_CN\_BS 27 1\_PLUS\_BSP  
1\_PLUS\_CN\_ICO 17 1\_PLUS\_BSP  
1\_PLUS\_CN\_ICO 21 1\_PLUS\_BSP  
1\_PLUS\_CN\_ICO 22 1\_PLUS\_BSP  
1\_PLUS\_CN\_ICO 23 1\_PLUS\_BSP  
1\_PLUS\_CN\_ICO 25 1\_PLUS\_BSP  
1\_PLUS\_CN\_ICO 26 1\_PLUS\_BSP  
1\_PLUS\_CN\_ICO 27 1\_PLUS\_BSP  
1\_PLUS\_CN\_CLEC 21 1\_PLUS\_BSP  
1\_PLUS\_CN\_CLEC 22 1\_PLUS\_BSP  
1\_PLUS\_CN\_CLEC 23 1\_PLUS\_BSP  
0\_PLUS\_CN\_BS 17 0\_PLUS\_BSP  
0\_PLUS\_CN\_BS 21 0\_PLUS\_BSP  
0\_PLUS\_CN\_BS 22 0\_PLUS\_BSP  
0\_PLUS\_CN\_BS 23 0\_PLUS\_BSP  
0\_PLUS\_CN\_BS 25 0\_PLUS\_BSP  
0\_PLUS\_CN\_BS 26 0\_PLUS\_BSP  
0\_PLUS\_CN\_BS 27 0\_PLUS\_BSP  
0\_PLUS\_CN\_ICO 17 0\_PLUS\_BSP  
0\_PLUS\_CN\_ICO 21 0\_PLUS\_BSP  
0\_PLUS\_CN\_ICO 22 0\_PLUS\_BSP  
0\_PLUS\_CN\_ICO 23 0\_PLUS\_BSP  
0\_PLUS\_CN\_ICO 25 0\_PLUS\_BSP  
0\_PLUS\_CN\_ICO 26 0\_PLUS\_BSP  
0\_PLUS\_CN\_ICO 27 0\_PLUS\_BSP  
0\_PLUS\_CN\_CLEC 21 0\_PLUS\_BSP  
0\_PLUS\_CN\_CLEC 22 0\_PLUS\_BSP  
0\_PLUS\_CN\_CLEC 23 0\_PLUS\_BSP  
1\_PLUS\_REST\_ICO 2 1\_PLUS\_BSP  
1\_PLUS\_REST\_ICO 3 1\_PLUS\_BSP  
1\_PLUS\_REST\_ICO 16 1\_PLUS\_BSP  
1\_PLUS\_REST\_ICO 41 1\_PLUS\_BSP  
1\_PLUS\_REST\_ICO 42 1\_PLUS\_BSP  
1\_PLUS\_REST\_ICO 50 1\_PLUS\_BSP  
1\_PLUS\_REST\_ICO 55 1\_PLUS\_BSP  
1\_PLUS\_REST\_ICO 85 1\_PLUS\_BSP  
1\_PLUS\_REST\_ICO 86 1\_PLUS\_BSP  
1\_PLUS\_REST\_ICO 88 1\_PLUS\_BSP  
1\_PLUS\_REST\_ICO 99 1\_PLUS\_BSP

0\_PLUS\_REST\_ICO 1 0\_PLUS\_BSP  
0\_PLUS\_REST\_ICO 2 0\_PLUS\_BSP  
0\_PLUS\_REST\_ICO 3 0\_PLUS\_BSP  
0\_PLUS\_REST\_ICO 6 0\_PLUS\_BSP  
0\_PLUS\_REST\_ICO 7 0\_PLUS\_BSP  
0\_PLUS\_REST\_ICO 8 0\_PLUS\_BSP  
0\_PLUS\_REST\_ICO 9 0\_PLUS\_BSP  
0\_PLUS\_REST\_ICO 16 0\_PLUS\_BSP  
0\_PLUS\_REST\_ICO 30 0\_PLUS\_BSP  
0\_PLUS\_REST\_ICO 31 0\_PLUS\_BSP  
0\_PLUS\_REST\_ICO 34 0\_PLUS\_BSP  
0\_PLUS\_REST\_ICO 35 0\_PLUS\_BSP  
0\_PLUS\_REST\_ICO 41 0\_PLUS\_BSP  
0\_PLUS\_REST\_ICO 42 0\_PLUS\_BSP  
0\_PLUS\_REST\_ICO 50 0\_PLUS\_BSP  
0\_PLUS\_REST\_ICO 55 0\_PLUS\_BSP  
0\_PLUS\_REST\_ICO 74 0\_PLUS\_BSP  
0\_PLUS\_REST\_ICO 76 0\_PLUS\_BSP  
0\_PLUS\_REST\_ICO 78 0\_PLUS\_BSP  
0\_PLUS\_REST\_ICO 79 0\_PLUS\_BSP  
0\_PLUS\_REST\_ICO 85 0\_PLUS\_BSP  
0\_PLUS\_REST\_ICO 86 0\_PLUS\_BSP  
0\_PLUS\_REST\_ICO 88 0\_PLUS\_BSP  
0\_PLUS\_REST\_ICO 99 0\_PLUS\_BSP  
1\_PLUS\_REST\_CLEC 2 1\_PLUS\_BSP  
1\_PLUS\_REST\_CLEC 16 1\_PLUS\_BSP  
1\_PLUS\_REST\_CLEC 41 1\_PLUS\_BSP  
1\_PLUS\_REST\_CLEC 42 1\_PLUS\_BSP  
1\_PLUS\_REST\_CLEC 86 1\_PLUS\_BSP  
1\_PLUS\_REST\_CLEC 88 1\_PLUS\_BSP  
1\_PLUS\_REST\_CLEC 99 1\_PLUS\_BSP  
0\_PLUS\_REST\_CLEC 1 0\_PLUS\_BSP  
0\_PLUS\_REST\_CLEC 2 0\_PLUS\_BSP  
0\_PLUS\_REST\_CLEC 6 0\_PLUS\_BSP  
0\_PLUS\_REST\_CLEC 7 0\_PLUS\_BSP  
0\_PLUS\_REST\_CLEC 8 0\_PLUS\_BSP  
0\_PLUS\_REST\_CLEC 9 0\_PLUS\_BSP  
0\_PLUS\_REST\_CLEC 16 0\_PLUS\_BSP  
0\_PLUS\_REST\_CLEC 30 0\_PLUS\_BSP  
0\_PLUS\_REST\_CLEC 31 0\_PLUS\_BSP  
0\_PLUS\_REST\_CLEC 34 0\_PLUS\_BSP  
0\_PLUS\_REST\_CLEC 35 0\_PLUS\_BSP  
0\_PLUS\_REST\_CLEC 41 0\_PLUS\_BSP  
0\_PLUS\_REST\_CLEC 42 0\_PLUS\_BSP  
0\_PLUS\_REST\_CLEC 74 0\_PLUS\_BSP  
0\_PLUS\_REST\_CLEC 76 0\_PLUS\_BSP  
0\_PLUS\_REST\_CLEC 78 0\_PLUS\_BSP  
0\_PLUS\_REST\_CLEC 79 0\_PLUS\_BSP  
0\_PLUS\_REST\_CLEC 86 0\_PLUS\_BSP



0\_PLUS\_REST\_CLEC 88 0\_PLUS\_BSP  
0\_PLUS\_REST\_CLEC 99 0\_PLUS\_BSP  
0\_MIN\_RNBK 43 0\_MIN\_RNBK\_TEST

### **FIFTH REFINEMENT TABLE**

The fifth refinement table used is CT4QTIME. Table CT4QTIME provides call type for queuing (CT4Q) refinement on the basis of TIMECRIT, which is a time criterion associated with the call. A set of tables is provided to allow the specification of differently treated times of day for each of the week and for holidays. Table CT4QTIME diverts traffic to a new CT4Q based on the TIMECRIT value determined upon call arrival. This allows for the consolidation of different types of traffic into a smaller number of call types for queuing at known low-traffic periods providing savings in operator requirements. The OLDCT4Q for this table will come from one of the previously used refinement tables or Table QMSTOPS. The switch will look at one or more of the five other tables related to time of day of week criterion before table CT4QTIME is used. First, the switch must determine the daytype. Is today a HOLIDAY? Check Table TQHOLIDAY. If yes, use the DAYTYPE value for index into table TQDAYDEF. Otherwise, use DAYTYPE value from table TQWKDAY for index into table TQDAYDEF. Next, determine TIMECRIT. Index table TQDAYDEF with DAYTYPE. In field TIMESLOT, obtain TIMECRIT for index into table CT4QTIME. The daytype must be datafilled in table TQDAYNAM before it can be used in the other tables. Table TQTIMENM defines the TIMECRIT values used in tables TQDAYDEF and CT4QTIME.

### **SAMPLE ENTRIES FOR TABLE: CT4QTIME**

-----  
DA\_555\_K EVENING\_NIGHT DA\_K\_NON\_PEAK  
DA\_555\_K NIGHT KY\_DA\_NIGHT\_CLOSE\_DOWN  
DA\_411\_K EVENING\_NIGHT DA\_K\_NON\_PEAK  
DA\_411\_K NIGHT KY\_DA\_NIGHT\_CLOSE\_DOWN  
DA\_411\_K\_DD EVENING\_NIGHT DA\_K\_NON\_PEAK  
DA\_411\_K\_DD NIGHT KY\_DA\_NIGHT\_CLOSE\_DOWN  
DA\_555\_K\_DD EVENING\_NIGHT DA\_K\_NON\_PEAK  
DA\_555\_K\_DD NIGHT KY\_DA\_NIGHT\_CLOSE\_DOWN  
CELL\_K\_ADAS EVENING\_NIGHT DA\_K\_NON\_PEAK  
CELL\_K\_ADAS NIGHT KY\_DA\_NIGHT\_CLOSE\_DOWN  
DA\_AABS EVENING\_NIGHT DA\_K\_NON\_PEAK  
DA\_AABS NIGHT KY\_DA\_NIGHT\_CLOSE\_DOWN

### **SAMPLE ENTRIES FOR TABLE: TQWKDAY**

TQWKKEY DAYTYPE  
-----  
MON WEEKDAY  
TUE WEEKDAY  
WED WEEKDAY  
THU WEEKDAY  
FRI WEEKDAY

SAT WEEKEND  
 SUN WEEKEND

**SAMPLE ENTRIES FOR TABLE: TQDAYDEF**

TQDEFKEY TIMESLOT

-----  
WEEKDAY (0 0 NIGHT) \$  
WEEKEND (0 0 NIGHT) \$  
HOLIDAY (0 0 NIGHT) \$  
SATURDAY (0 0 NIGHT) \$

**SAMPLE ENTRIES FOR TABLE: TQDAYNAM**

DAYCODE DAYTYPE

-----  
1 WEEKDAY  
2 WEEKEND  
3 HOLIDAY

**SAMPLE ENTRIES FOR TABLE: TQTIMENM**

TIMECODE TIMECRIT

-----  
0 UNKNOWN\_TIMECRIT  
1 DAYTIME  
2 EVENING\_NIGHT  
3 NIGHT

**SIXTH REFINEMENT TABLE**

The sixth refinement table used in our sample is listed in the post automated service ordering (POSTAUTO) column. Only calls that have been to an automated service can be further refined in the POSTAUTO ordering. This refinement table is used after all active PREOPR refinements are utilized. Table CT4QCLD provides call type for queuing refinement on the basis of CLDCRIT, which is a called number criterion associated with the call. The CLDCRIT to be used must first be defined in table TQCLDNAM. Table TQCLDNAM defines a group of names to describe types of called numbers associated with calls. The values in field CLDCRIT in this table are used in table CT4QCLD to segregate incoming traffic in the basis of groups of called digits or called criterion. The OLDCT4Q will come from one of the preopr tables. In our example, the calls will be further refined by the ADASPLUS system. The ADASPLUS system sends the switch a CLDCODE for National Directory Assistance (NDA). The switch will look in table CT4QCLD to see if the OLDCT4Q is listed with a CLDCRIT of NTDA\_K. If the OLDCT4Q is not listed, the switch will ignore the CLDCODE criterion

**SAMPLE ENTRIES FOR TABLE: TQCLDNAM**

CLDCODE CLDCRIT

-----  
 0 UNKNOWN\_CLDCRIT  
 38 NTDA\_K

**SAMPLE ENTRIES FOR TABLE: CT4QCLD**

OLDCT4Q	CLDCRIT	NEWCT4Q
DA_555_K	NTDA_K	NTDA_K
DA_411_K	NTDA_K	NTDA_K
DA_411_K_DD	NTDA_K	NTDA_K
DA_555_K_DD	NTDA_K	NTDA_K
DA_K_NON_PEAK	NTDA_K	NTDA_K
NO_NDA	NTDA_K	NO_NDA
DA_REST	NTDA_K	NTDA_K
REST_DA	NTDA_K	NTDA_K
KY_DA_NIGHT_CLOSE_DOWN	NTDA_K	NTDA_K

**SEVENTH REFINEMENT TABLE**

The seventh refinement table used is CT4QLANG. The CT4QLANG (call type for queueing language) table allows companies to specify the language refinement to calls. Table TOPSLANG defines the valid languages for the system. The LANGCRIT is a language criterion and is from existing table TOPSLANG. The NEWCT4Q field is the new CT4Q name assigned to a call that meets the criterion.

**SAMPLE ENTRIES FOR TABLE: TOPSLANG**

LANGDIGT	LANGNAME	AUTOLANG	ISUPLANG
17	ENG	Y 1	N
18	SPA	Y 2	N

**SAMPLE ENTRIES FOR TABLE: CT4QLANG**

OLDCT4Q	LANGCRIT	NEWCT4Q
EMPTY TABLE		

**FINAL CALL QUEUEING**

After passing through all the criteria of call type for queueing (CT4Q) refinements, a given call may have had its CT4Q changed several times, or it may still have its initial call type for queueing (CT4Q). After refinement, the final CT4Q is used to determine the call queue, and service to be assigned to the call. Table TQMSFCQA specifies the final call queue (CALLQ) for initial calls and recalls assigned to a call after call type for queueing (CT4Q) refinement is complete. The final CT4Q is used as an index to table TQMSFCQA, which returns a numeric value for the CALLQ that is known by the call agent manager (CAM) component of the TOPS QMS. The call queue must be defined in table TQCQINFO and QMSCQDEF before being assigned in this table.

**SAMPLE ENTRIES FOR TABLE: TQMSFCQA**

CT4Q	CALLQ	RECALLQ	ASSTAREA
UNSPEC	CQ13	CQ14	SA
CAMA	CQ0	CQ0	SA
NTDA_K	CQ38	CQ38	SA

0\_MINUS\_K CQ11 CQ12 SA  
0\_PLUS\_K CQ13 CQ14 SA  
1\_PLUS\_K CQ13 CQ14 SA  
DELAY\_K CQ13 CQ14 SA  
INW\_K CQ13 CQ14 SA  
DA\_555\_K CQ36 CQ36 SA  
INTC\_K CQ64 CQ64 SA  
DA\_411\_K CQ36 CQ36 SA  
DA\_411\_K\_OA CQ13 CQ14 SA  
DA\_411\_K\_DD CQ36 CQ36 SA  
DA\_555\_K\_OA CQ13 CQ14 SA  
DA\_555\_K\_DD CQ36 CQ36 SA  
0\_MINUS\_COIN\_K CQ23 CQ23 SA  
0\_MINUS\_STA\_K CQ11 CQ12 SA  
0\_MINUS\_HOTEL\_K CQ11 CQ12 SA  
0\_PLUS\_COIN\_K CQ23 CQ23 SA  
0\_PLUS\_STA\_K CQ13 CQ14 SA  
0\_PLUS\_HOTEL\_K CQ13 CQ14 SA  
1\_PLUS\_COIN\_K CQ23 CQ23 SA  
1\_PLUS\_STA\_K CQ13 CQ14 SA  
1\_PLUS\_HOTEL\_K CQ13 CQ14 SA  
CELL\_K\_ADAS CQ36 CQ36 SA  
DA\_K\_NON\_PEAK CQ37 CQ37 SA  
0\_ASSIST\_K CQ14 CQ14 SA  
0\_MIN\_REST CQ11 CQ12 SA  
0\_MIN\_STA\_BS CQ11 CQ12 SA  
0\_MIN\_STA\_ICO CQ23 CQ23 SA  
0\_MIN\_STA\_CLEC CQ11 CQ12 SA  
0\_MIN\_STA\_TEST CQ11 CQ12 SA  
0\_MIN\_CN\_BS CQ23 CQ23 SA  
0\_MIN\_CN\_ICO CQ23 CQ23 SA  
0\_MIN\_CN\_CLEC CQ23 CQ23 SA  
0\_MIN\_CN\_TEST CQ11 CQ12 SA  
0\_MIN\_HOT\_BS CQ11 CQ12 SA  
0\_MIN\_HOT\_ICO CQ23 CQ23 SA  
0\_MIN\_HOT\_CLEC CQ11 CQ12 SA  
0\_MIN\_HOT\_TEST CQ11 CQ12 SA  
0\_MIN\_REST\_BS CQ11 CQ12 SA  
0\_MIN\_REST\_ICO CQ23 CQ23 SA  
0\_MIN\_REST\_CLEC CQ11 CQ12 SA  
0\_MIN\_REST\_TEST CQ11 CQ12 SA  
0\_MIN\_REST\_BSS\_NVR CQ11 CQ12 SA  
0\_MIN\_REST\_ICOS\_NVR CQ23 CQ23 SA  
0\_MIN\_REST\_CLECS\_NVR CQ11 CQ12 SA  
0\_MIN\_REST\_BSP\_3VR CQ23 CQ23 SA  
0\_MIN\_REST\_IPP\_3VR CQ23 CQ23 SA  
0\_MIN\_REST\_CEL\_3VR CQ11 CQ12 SA  
0\_MIN\_AUTO CQ11 CQ12 SA  
0\_PLUS\_REST CQ13 CQ14 SA

1\_PLUS\_REST CQ13 CQ14 SA  
0\_PLUS\_REST\_BS CQ13 CQ14 SA  
1\_PLUS\_REST\_BS CQ13 CQ14 SA  
0\_PLUS\_BSP CQ23 CQ23 SA  
1\_PLUS\_BSP CQ23 CQ23 SA  
0\_MIN\_BSP\_AUTO CQ23 CQ23 SA  
BSP CQ23 CQ23 SA  
NO\_NDA CQ38 CQ38 SA  
0\_MIN\_CA CQ23 CQ23 SA  
0\_MIN\_ICO\_3VR CQ23 CQ23 SA  
0\_MIN\_CLEC\_3VR CQ23 CQ23 SA  
0\_MIN\_BSP\_ICO\_3VR CQ23 CQ23 SA  
0\_MIN\_ICO\_IPP CQ23 CQ23 SA  
0\_MIN\_CLEC\_IPP CQ23 CQ23 SA  
1\_PLUS\_CN\_BS CQ23 CQ23 SA  
1\_PLUS\_CN\_ICO CQ23 CQ23 SA  
1\_PLUS\_CN\_CLEC CQ23 CQ23 SA  
0\_PLUS\_CN\_BS CQ23 CQ23 SA  
0\_PLUS\_CN\_ICO CQ23 CQ23 SA  
0\_PLUS\_CN\_CLEC CQ23 CQ23 SA  
1\_PLUS\_REST\_ICO CQ23 CQ23 SA  
0\_PLUS\_REST\_ICO CQ23 CQ23 SA  
1\_PLUS\_REST\_CLEC CQ13 CQ14 SA  
0\_PLUS\_REST\_CLEC CQ13 CQ14 SA  
0\_PLUS\_STA\_CLEC CQ13 CQ14 SA  
0\_PLUS\_HOT\_CLEC CQ13 CQ14 SA  
1\_PLUS\_STA\_CLEC CQ13 CQ14 SA  
1\_PLUS\_HOT\_CLEC CQ13 CQ14 SA  
DA\_REST CQ36 CQ36 SA  
REST\_DA CQ38 CQ38 SA  
1\_PLUS\_STA\_ICO CQ23 CQ23 SA  
1\_PLUS\_HOT\_ICO CQ23 CQ23 SA  
0\_PLUS\_STA\_ICO CQ23 CQ23 SA  
0\_PLUS\_HOT\_ICO CQ23 CQ23 SA  
OA\_DA\_HOT\_ICO CQ23 CQ23 SA  
0\_PLUS\_AABS CQ13 CQ13 SA  
0\_PLS\_AABS\_CA CQ23 CQ23 SA  
DA\_AABS CQ36 CQ36 SA  
NDA\_AABS CQ38 CQ38 SA  
0\_PLUS\_STA\_TEST CQ13 CQ13 SA  
0\_PLUS\_COIN\_TEST CQ23 CQ23 SA  
0\_PLUS\_HOTEL\_TEST CQ13 CQ13 SA  
0\_PLUS\_REST\_TEST CQ23 CQ23 SA  
KY\_DA\_NIGHT\_CLOSE\_DOWN CQ47 CQ47 SA  
STATS CQ55 CQ55 SA  
DA\_TEST CQ51 CQ51 SA  
DA\_EMER CQ11 CQ12 SA

**CHARACTERISTICS OF CALL QUEUES**  
**(TABLE QMSCODEF)**

Table QMSCODEF defines the characteristics of the call queues required by each application. The table is indexed by a two-part key containing the application name and a call queue number. Call queue priority (CQPRIO) indicates the priority of the call queue (0 = lowest priority, 126 = highest priority). Calls in queue s with the same priority are then chosen according to call age. Call queue assignable grade of service aging (CQAGS) allows artificial aging of a call. A value between 10 and 80 may be selected, representing aging factors from 1.0X to 8.0X. The age of the oldest call in a queue is multiplied by the queue's aging factor, and the resulting age is used for comparison with the oldest calls in other served queues. A 10 indicates no aging. Call queue maximum size defines the maximum number of calls allowed in the queue, above which all calls are deflected due to queue overflow, including calls with a deflect status of NO DEFLECT. The call is deflected and sent to CQOV treatment. The CQMAXSIZ value should be set so that it is not exceeded during anticipated peak traffic conditions. The CQCETIME field should be utilized to control the input of calls to the call queues so that the CQMAXSIZ thresholds are not reached. The deflect area (DEFLAREA) consists of subfield ALLOWDEF and refinements. Allowed deflection (ALLOWDEF) indicates whether a deflection threshold should be considered before queuing a call. If this field is set to N, then calls are queued regardless of the predicted wait time. If calls marked for a call queue are to be deflected when the predicted wait for a call exceeds the threshold specified in field CQCETIME, enter Y. A Y entry requires refinements CQCETIME and MINODEFL. Call queue call deflection time (CQCETIME) is the predicted call wait time in tenths of seconds before the call is deflected from the queue. Minimum no deflection (MINODEFL) is the minimum number of calls in queue below which calls are not deflected, even if the value in CQCETIME is exceeded. This prevents calls from being prematurely deflected from call queues with very low or erratic throughput. If the number of calls in queue would be equal to or greater than MINODEFL, then CQCETIME is applied. Priority (PRAQAREA) consists of subfield PRIOAQ and refinements. Priority agent queue (PRIOAQ) indicates whether a priority agent (operator) queue should be associated with the given call queue. If this field is set to Y, then the agent queue specified in field AQNUM is searched first for an agent to serve incoming calls, even if agents in other queues able to serve the call have been idle longer. If this field is set to Y, datafill refinements AQNUM and PRTHTIME are required. Otherwise, if set to N, no further refinements require datafill.

**SAMPLE ENTRIES FOR TABLE: QMSCODEF**

APPLNCQ	CQPRIO	CQAGS	CQMAXSIZ	DEFLAREA	PRAQAREA
---------	--------	-------	----------	----------	----------

TOPS 0	10	10	200	Y	450 5 N
TOPS 1	10	10	500	Y	450 5 N
TOPS 2	10	30	500	Y	450 15 N
TOPS 3	10	10	500	Y	450 5 N
TOPS 4	10	30	200	Y	450 25 N
TOPS 5	10	10	450	Y	450 2 N
TOPS 6	10	30	100	Y	450 15 N
TOPS 7	10	10	300	Y	450 1 N
TOPS 8	10	10	300	Y	450 2 N
TOPS 9	10	10	700	Y	450 0 N
TOPS 10	10	10	1000	Y	450 5 N
TOPS 11	10	10	450	Y	450 2 N
TOPS 12	10	30	250	Y	450 15 N

TOPS 13 10 10 450 Y 450 2 N  
TOPS 14 10 30 250 Y 450 15 N  
TOPS 15 10 10 1000 Y 450 5 N  
TOPS 16 10 10 700 Y 450 5 N  
TOPS 17 10 10 450 Y 450 2 N  
TOPS 18 10 30 250 Y 450 15 N  
TOPS 19 10 10 300 Y 450 2 N  
TOPS 20 10 30 100 Y 450 15 N  
TOPS 21 10 10 50 Y 450 0 N  
TOPS 22 10 10 350 Y 450 5 N  
TOPS 23 10 10 450 Y 450 2 N  
TOPS 24 10 10 450 Y 450 2 N  
TOPS 25 10 10 600 Y 450 5 N  
TOPS 26 10 10 1000 Y 450 5 N  
TOPS 27 10 10 700 Y 450 0 N  
TOPS 28 10 10 250 Y 450 2 N  
TOPS 29 10 30 100 Y 450 15 N  
TOPS 30 10 10 250 Y 450 2 N  
TOPS 31 10 30 150 Y 450 15 N  
TOPS 32 10 10 200 Y 450 2 N  
TOPS 33 10 10 300 Y 450 0 N  
TOPS 34 10 10 500 Y 450 0 N  
TOPS 35 10 10 300 Y 450 0 N  
TOPS 36 10 10 300 Y 450 0 N  
TOPS 37 10 10 200 Y 450 0 N  
TOPS 38 10 10 1200 Y 450 0 N  
TOPS 39 10 10 1200 Y 450 0 N  
TOPS 40 10 10 1200 Y 450 0 N  
TOPS 41 10 10 1200 Y 450 0 N  
TOPS 42 10 10 1200 Y 450 0 N  
TOPS 43 10 10 250 Y 450 2 N  
TOPS 44 10 10 450 Y 450 2 N  
TOPS 45 10 10 500 Y 450 5 N  
TOPS 46 10 10 500 Y 450 5 N  
TOPS 47 10 10 200 Y 450 5 N  
TOPS 48 10 10 100 Y 450 5 N  
TOPS 49 10 10 100 N N  
TOPS 50 10 10 100 N N  
TOPS 51 10 10 100 N N  
TOPS 52 10 10 100 N N  
TOPS 53 10 10 200 Y 450 0 N  
TOPS 54 10 10 100 N N  
TOPS 55 10 10 200 Y 450 0 N  
TOPS 56 10 10 200 N N  
TOPS 57 10 10 200 N N

**TOPS 58 10 10 200 N N**  
**TOPS 59 10 10 200 N N**  
**TOPS 60 10 10 200 N N**  
**TOPS 61 10 10 200 N N**  
**TOPS 62 10 10 200 N N**  
**TOPS 63 10 10 200 N N**  
**TOPS 64 10 10 0 Y 0 0 N**

**CALL SERVICES QUEUE  
(TABLE TQCQINFO)**

Table TQCQINFO marks the service of each call based on the call queue (CALLQ) assigned in table TQMSFCQA. The value in field QMSSERV corresponds to a value in Table TQMSSERV. Fields CWOFF and CWON allow the operator's Call Waiting (CW) displays to function. The call waiting on and off time is entered in tenths of seconds. The emergency treatment that will be used when call deflection is activated is also defined in the table. The treatment used must first be defined in Table TMTCNTL.TREAT.

**Sample entries for table: TQCQINFO**

CALLQ QMSSERV CWOFF CWON TREAT

-----  
CQ0 TOPS\_TA 60 140 EMR3 N  
CQ11 TOPS\_TA 60 140 EMR4 N  
CQ12 TOPS\_TA 60 140 EMR4 N  
CQ13 TOPS\_TA 60 140 EMR3 N  
CQ14 TOPS\_TA 60 140 EMR3 N  
CQ21 TOPS\_DA 60 140 EMR3 N  
CQ23 TOPS\_TA 60 140 EMR3 N  
CQ36 TOPS\_DA 60 140 EMR5 N  
CQ37 TOPS\_DA 60 140 EMR5 N  
CQ38 TOPS\_DA 60 140 EMR5 N  
CQ47 TOPS\_DA 60 140 EMR5 N  
CQ49 TOPS\_DA 60 140 EMR5 N  
CQ51 TOPS\_DA 60 140 EMR5 N  
CQ55 TOPS\_DA 60 140 EMR5 N  
CQ64 TOPS\_INTC 60 500 EMR6 N

**INDIVIDUAL OPERATOR SERVICES PROFILE  
(TABLE TQMSSERV)**

Table TQMSSERV defines a list of services that each operator can provide in the Queue Management System (QMS). Every TOPS QMS call is assigned one of the service names datafilled in this table. The service index number is any number from 0 to 62. The QMS service name (QMSSERV) is an alphanumeric character of up to 32 characters. This is the name that will be used in Table TQCQINFO. Basic service name (BASESERV) consists of subfield basic service name selector (BASESERV\_SEL). Services are defined as TASERV, DASERV, or INTCSERV. DASERV and INTCSERV service requires the use of a subset for APPLICATION and SETNO. APPLICATION and SETNO refer to the database



link set number previously defined in table SERVICES. Implicit CT4Q (IMPLCT4Q) assigns a CT4Q implicitly to the call when the service changed through operator keying actions. QMS service type (SERVTYPE) consists of selector SERVTYPE\_SEL and refinements. The values are defined as BASE or CUSTOM. Base mimics non QMS services, Custom requires datafill refinements. The AUTOAMA subfield automatically produce AMA record when changing from this service to any other service. Enter No (N) if an automatic message accounting (AMA) record is not to be produced when the operator changes the call from this service to any other service.

**SAMPLE ENTRIES FOR TABLE: TQMSSERV**

SERVNUM QMSSERV BASESERV IMPLCT4Q SERVTYPE

```

-----
0 TOPS_TA TASERV 0_MINUS_LA BASE N
1 TOPS_DA DASERV TOPSVR2 0 DA_411_LA BASE Y
2 TOPS_INTC INTCserv TOPSVR2 0 DA_411_LA BASE N
3 GOLDEN DASERV TOPSVR2 0 DA_411_LA CUSTOM 951 DALocal SERVBILL Y
4 IQ411 DASERV TOPSVR2 0 DA_411_MS BASE Y
5 BUSINESS DASERV STUB 0 DA_411_LA CUSTOM 930 TOLLFREE SERVBILL Y
6 AIRPORT_DELAY DASERV STUB 0 DA_411_LA CUSTOM 931 TOLLFREE SERVBILL Y
7 MOVIES DASERV STUB 0 DA_411_LA CUSTOM 932 TOLLFREE SERVBILL Y
8 SPORTS DASERV STUB 0 DA_411_LA CUSTOM 933 TOLLFREE SERVBILL Y
9 WEATHER DASERV STUB 0 DA_411_LA CUSTOM 934 TOLLFREE SERVBILL Y
10 SKI_REPORT DASERV STUB 0 DA_411_LA CUSTOM 935 TOLLFREE SERVBILL Y
11 ETURN DASERV STUB 0 DA_411_LA BASE Y
12 ADA DASERV TOPSVR2 0 DA_411_LA CUSTOM 951 DALocal SERVBILL Y

```

**TOPS QMS INDIVIDUAL POSITION PROFILES**  
**(TABLE TQSVPROF)**

Table TQSVPROF creates service profiles by associating lists of TOPS QMS service names with a QMS service profile number. The service profiles defined are then available for inclusion in Tables TOPSPOS and TQOPROF. These profiles then indicate the TOPS QMS services that a TOPS QMS position is configured to provide, and the TOPS QMS services that a TOPS QMS operator is designated to provide. In table TOPSPOS all operator positions have been assigned PROFNUM 4 which includes the 3 basic services. Operators are assigned a PROFNUM that reflects the services they handle.

**SAMPLE ENTRIES FOR TABLE: TQSVPROF**

PROFNUM

SVCLIST

---

```

0 (TOPS_TA) $
1 (TOPS_DA) (TOPS_INTC) $
2 (TOPS_DA) $
3 (TOPS_TA) (TOPS_DA) $
4 (TOPS_TA) (TOPS_DA) (TOPS_INTC) $
5 (TOPS_DA) (TOPS_INTC) (GOLDEN) $
6 (TOPS_TA) (TOPS_DA) (TOPS_INTC) (GOLDEN) $
7 (IQ411) $
8 (TOPS_TA) (TOPS_DA) (TOPS_INTC) (BUSINESS) (AIRPORT_DELAY) (MOVIES)
(SPORTS) (WEATHER) (SKI_REPORT) $

```

9 (TOPS\_TA) (TOPS\_DA) (BUSINESS) (AIRPORT\_DELAY) (MOVIES) (SPORTS) (WEATHER) (SKI\_REPORT) \$

10 (TOPS\_TA) (TOPS\_DA) (TOPS\_INTC) (BUSINESS) (AIRPORT\_DELAY) (MOVIES) (SPORTS) (WEATHER) (SKI\_REPORT) (ETURN) \$

### **TOPS SYSTEM FUNCTIONS AND CHARACTERISTICS (TABLE TOPSPOS)**

Table TOPSPOS specifies the functions and characteristics of all Traffic Operator Position System (TOPS) positions. This table contains information describing the location of the trunk circuits associated with the positions. The QMSCAM selector is only used if the TOPS office has the Queue Management System (QMS) software package. Corecam is entered to specify that the location of the call and agent manager (CAM) is the core. The service profile number (SERVPROF) is selected from one of the profiles datafilled in Table TQSRVPROF.

#### **SAMPLE ENTRIES FOR TABLE: TOPSPOS**

POSNO	VCCKT	VCPDGRP	CARDCODE	DATAPATH	POSAREA
3301	TMS 6 5 3	TPOS DS1SIG	TMS MP OPP 160 2 OPR 1 4		
5501	TMS 12 5 1	TPOS DS1SIG	TMS MP OPP 178 0 OPR 2 4		
531	TMS 10 2 21	TPOS DS1SIG	TMS MP OPP 244 2 OPR 5 4		
2601	TMS 1 0 1	TPOS DS1SIG	TMS MP OPP 1 0 OPR 6 4		
401	TMS 6 3 1	TPOS DS1SIG	TMS MP OPP 145 0 ASST 9 ALL		
1001	TMS 6 0 1	TPOS DS1SIG	TMS MP OPP 201 0 OPR 10 4		
1101	TMS 0 5 1	TPOS DS1SIG	TMS MP OPP 57 0 OPR 11 4		
701	TMS 0 3 1	TPOS DS1SIG	TMS MP OPP 73 0 OPR 7 4		
4301	TMS 5 5 1	TPOS DS1SIG	TMS MP OPP 130 0 OPR 12 4		
1401	TMS 5 0 1	TPOS DS1SIG	TMS MP OPP 111 0 OPR 14 4		
1217	TMS 2 5 1	TPOS DS1SIG	TMS MP OPP 25 0 ASST 15 ALL		
2301	TMS 0 4 1	TPOS DS1SIG	TMS MP OPP 33 0 OPR 16 6		
1330	TMS 2 0 8	TPOS DS1SIG	TMS MP OPP 54 1 OPR 9 4		

### **CALL QUEUE PROFILES (TABLE TQCOPROF)**

Table TOPS QMS Call Queue Profile Table (TQOPROF) defines call queue profiles by associating lists of call queues with a call queue profile number. Individual operator numbers are then associated with one of these profile numbers. Datafill for profiles common to several operators is centralized for easier maintenance and reduced data storage. Call queue profiles datafilled using office-wide priorities contain a list of call queues. The priority and assignable grade of service aging (AGS) associated with each of the call queues specified are the office-wide values defined for the call queue in table QMSCQDEF. Office-wide priority call queue profiles result in consistent office-wide priorities and AGS values being applied to all operators. To override the system priority and AGS associated with each call queue, the particular profile is datafilled using priority and AGS values specific to that profile. To use this override, set PRIOTYPE to PROF. PROF gives you the ability to use each of up to four priority levels labeled PRIO3,

PRI02, PRI01, and PRI00, with PRI03 being the highest priority level. Each priority level can list up to 32 call queues along with the desired AGS for each call queue listed.

**SAMPLE ENTRIES FOR TABLE: TOCOPROF**

**CQPROFNM DLAYCT4Q AGENTQ PRIOAREA**

0 DELAYCQ\_LA AQ1 OFC (CQ38) (CQ39) (CQ40) (CQ41) (CQ42) (CQ56) (CQ57) (CQ58)  
(CQ59) (CQ51) (CQ49) (CQ46) (CQ47) (CQ9) (CQ10) (CQ26) (CQ27) (CQ15) (CQ16)  
\$

1 DELAYCQ\_LA AQ0 OFC (CQ0) (CQ1) (CQ2) (CQ3) (CQ4) (CQ5) (CQ6) (CQ7) (CQ8)  
(CQ11) (CQ12) (CQ13) (CQ14) (CQ17) (CQ18) (CQ19) (CQ20) (CQ28) (CQ29) (CQ30)  
(CQ31) \$

2 DA\_411\_LA AQ1 PROF (CQ10 30) (CQ15 20) (CQ9 10) (CQ16 10) (CQ26 10)  
(CQ27 10) (CQ21 10) (CQ46 10) (CQ47 10) \$ \$ \$

3 DELAYCQ\_LA AQ0 OFC (CQ0) (CQ1) (CQ3) (CQ5) (CQ6) (CQ7) (CQ8) (CQ11) (CQ12)  
(CQ13) (CQ14) (CQ17) (CQ18) (CQ19) (CQ20) (CQ28) (CQ29) (CQ30) (CQ31) (CQ2)  
\$

4 DELAYCQ\_LA AQ5 PROF (CQ32 30) (CQ0 10) (CQ1 10) (CQ2 10) (CQ3 10) (CQ5 10)  
(CQ6 10) (CQ7 10) (CQ8 10) (CQ11 10) (CQ12 10) (CQ13 10) (CQ14 10) (CQ17 10)  
(CQ18 10) (CQ19 10) (CQ20 10) (CQ28 10) (CQ29 10) (CQ30 10) (CQ31 10) \$ \$ \$  
\$

5 DA\_411\_LA AQ1 PROF (CQ10 20) (CQ15 20) (CQ46 10) (CQ47 20) (CQ48 20)  
(CQ9 10) (CQ16 10) (CQ27 10) (CQ26 20) \$ \$ \$

6 DA\_411\_AL AQ3 PROF (CQ15 20) (CQ26 10) (CQ9 10) (CQ10 10) (CQ16 10)  
(CQ27 10) \$ \$ \$

7 DA\_411\_LA AQ1 OFC (CQ10) (CQ15) (CQ9) (CQ26) (CQ27) (CQ46) (CQ47) (CQ16) \$  
8 DA\_411\_MS AQ2 PROF (CQ26 20) (CQ15 10) (CQ9 10) (CQ10 10) (CQ27 10)  
(CQ16 10) \$ \$ \$

9 DA\_411\_MS AQ2 PROF (CQ26 20) (CQ47 20) (CQ46 10) (CQ15 20) (CQ27 10)  
(CQ9 10) (CQ10 20) (CQ16 10) \$ \$ \$

10 EDA AQ4 OFC (CQ56) \$

12 DELAYCQ\_LA AQ12 OFC (CQ23) (CQ24) (CQ43) (CQ44) (CQ45) \$

13 NTDA\_LA AQ4 OFC (CQ38) (CQ39) (CQ40) (CQ41) (CQ42) (CQ33) (CQ49) \$

15 COINREFUND AQ5 OFC (CQ32) \$

16 DELAYCQ\_LA AQ0 OFC (CQ0) (CQ1) (CQ2) (CQ3) (CQ5) (CQ6) (CQ7) (CQ8) (CQ11)  
(CQ12) (CQ13) (CQ14) (CQ17) (CQ18) (CQ19) (CQ20) (CQ23) (CQ24) (CQ28) (CQ29)  
(CQ30) (CQ31) (CQ32) (CQ43) (CQ44) (CQ45) \$

17 DELAYCQ\_LA AQ12 OFC (CQ23) (CQ24) (CQ43) (CQ44) (CQ45) \$

19 SPANISH\_DA AQ4 OFC (CQ55) (CQ53) \$

20 EDA AQ4 PROF (CQ50 10) \$ (CQ38 10) (CQ39 10) (CQ40 10) (CQ41 10)

---

(CQ42 10) (CQ33 10) \$ \$ \$

22 NTDA\_LA AQ4 OFC (CQ38) (CQ39) (CQ40) (CQ41) (CQ42) (CQ33) (CQ49) (CQ51) \$

**OPERATOR NUMBER SPECIFICATION MATCH**  
**(TABLE TQOPROF)**

Table TOPS QMS Operator Profile (TQOPROF) allows specification of which Traffic Operator Position System (TOPS) QMS calls selection and service profiles apply to a particular operator number. The table also allows specification of the team of which the operator is a member, for the purposes of force management (FM). When an operator logs on to a suitably configured position, calls are presented according to the operator's call selection profile. Once a call arrives at a position, the operator can provide for the call any service defined in the operator's TOPS QMS service profile.

**SAMPLE ENTRIES FOR TABLE: TQOPROF**

<b><u>OPRNUM</u></b>	<b><u>DFLTTEAM</u></b>	<b><u>SVCPRNUM</u></b>	<b><u>CAPPRNUM</u></b>	<b><u>SELAREA</u></b>	<b><u>FMAREA</u></b>	<b><u>ACWAREA</u></b>
100	15	2	0	CALLQ 2	N	N
600	1	1	0	CALLQ 13	N	N
3700	2	4	0	CALLQ 19	N	N
200	5	0	0	CALLQ 3	N	N
2200	6	1	0	CALLQ 5	N	N
2300	7	3	0	CALLQ 7	N	N
1005	9	0	0	CALLQ 12	N	N
1101	10	0	0	CALLQ 3	N	N
1300	10	0	0	CALLQ 4	N	N
1700	11	1	0	CALLQ 9	N	N
6300	12	1	0	CALLQ 22	N	N
800	14	1	0	CALLQ 6	N	N
2600	15	1	0	CALLQ 13	N	N
6000	16	1	0	CALLQ 13	N	N
3800	18	3	0	CALLQ 7	N	N

**SAMPLE DATA EXAMPLES**

Listed below is sample data captured from a TOPS switch. Bell and CLEC DA and Toll & Assist trunk groups are shown starting with table TRKGRP. QVIEW was used to show the refinement tables used and the final call queue assignment for the 3 DA originating call types and an OA call originating type.

TABLE: TRKGRP

BRDS0DACC TOPS 11 EML6 NCRT IC MIDL 502 502 DACC LC22 NSCR Y DA COMBINED N Y  
 4 0000 NONE OSS TOPSBC 30 4 4 Y OFFHK N N \$

SAUDAJ TOPS 11 EML6 NCRT IC MIDL 502 502 DACC LC22 NSCR Y DA NONCOIN N N  
 20 1019 NONE OSS TOPSBC 25 4 4 Y OFFHK N N \$

TABLE: STDPRTCT

DACC ( 1)( 0)  
 411 411 T DD 0 TOPS 411 3 3 NONE

5025551212 5025551212 T NP 0 OFRT 443 10 10 NONE  
 >table ofrt;pos 443  
 TABLE: OFRT  
 443 ( N D HNPA\_555 0 N N)\$

TABLE: STDPRTCT  
 DACCIC ( 1)( 0)

411 411 T DD 0 TOPS 411 3 3 NONE

5025551212 5025551212 T DD 0 TOPS HOM555 10 10 NONE

TABLE: TOPSTOPT

BRDS0DACC Y BS Y ADASPLUS IMMEDIATE N NONE 0 N N N N N N  
 SAUDAJ Y CLEC Y ADASPLUS IMMEDIATE N NONE 0 N N N N N N

TRACECO = 411

\*\* QVIEW REPORT on ACTIVE table for PREOPR Ordering

CO: 411 --->>> CT4Q: DA\_411\_K  
 =====

OLDCT4Q	TABLE CRITERION	NEWCT4Q	ASSIGNMENT INFO
DA_411_K	PFXT OA	DA_411_K_OA	CTRL: 0DATA_C
DA_411_K_OA	ORIG ICO	0_PLUS_CN_IC	CTRL: 0PLCA_C
0_PLUS_CN_IC	REST	17 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_CN_IC	REST	21 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_CN_IC	REST	22 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_CN_IC	REST	23 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_CN_IC	REST	25 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_CN_IC	REST	26 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_CN_IC	REST	27 0_PLUS_BSP	CTRL: 0PLCA_C
DA_411_K	PFXT DD	DA_411_K_DD	CQ36 TOPS_DA
DA_411_K_DD	CLAS RESTRICTED	DA_REST	CQ36 TOPS_DA
DA_REST	ORIG BS	REST_DA	CQ38 TOPS_DA
REST_DA	REST	2 NTDA_K	CQ38 TOPS_DA
REST_DA	REST	3 NTDA_K	CQ38 TOPS_DA

REST_DA	REST	41 NTDA_K	CQ38 TOPS_DA
REST_DA	REST	42 NTDA_K	CQ38 TOPS_DA
REST_DA	REST	43 NTDA_K	CQ38 TOPS_DA
REST_DA	REST	50 NTDA_K	CQ38 TOPS_DA
REST_DA	REST	55 NTDA_K	CQ38 TOPS_DA
REST_DA	REST	85 NTDA_K	CQ38 TOPS_DA
REST_DA	REST	88 NTDA_K	CQ38 TOPS_DA
DA_REST	ORIG ICO	REST_DA	CQ38 TOPS_DA
REST_DA	REST	2 NTDA_K	CQ38 TOPS_DA
REST_DA	REST	3 NTDA_K	CQ38 TOPS_DA
REST_DA	REST	41 NTDA_K	CQ38 TOPS_DA
REST_DA	REST	42 NTDA_K	CQ38 TOPS_DA
REST_DA	REST	43 NTDA_K	CQ38 TOPS_DA
REST_DA	REST	50 NTDA_K	CQ38 TOPS_DA
REST_DA	REST	55 NTDA_K	CQ38 TOPS_DA
REST_DA	REST	85 NTDA_K	CQ38 TOPS_DA
REST_DA	REST	88 NTDA_K	CQ38 TOPS_DA
DA_REST	ORIG CLEC	REST_DA	CQ38 TOPS_DA
REST_DA	REST	2 NTDA_K	CQ38 TOPS_DA
REST_DA	REST	3 NTDA_K	CQ38 TOPS_DA
REST_DA	REST	41 NTDA_K	CQ38 TOPS_DA
REST_DA	REST	42 NTDA_K	CQ38 TOPS_DA
REST_DA	REST	43 NTDA_K	CQ38 TOPS_DA
REST_DA	REST	50 NTDA_K	CQ38 TOPS_DA
REST_DA	REST	55 NTDA_K	CQ38 TOPS_DA
REST_DA	REST	85 NTDA_K	CQ38 TOPS_DA
REST_DA	REST	88 NTDA_K	CQ38 TOPS_DA
DA_411_K_DD	ORIG RDAS_KY	STATS	CQ55 TOPS_DA
DA_411_K_DD	ORIG STATS	STATS	CQ55 TOPS_DA
DA_411_K_DD	ORIG NTDA	NTDA_K	CQ38 TOPS_DA
DA_411_K_DD	ORIG DA_TEST	DA_TEST	CQ51 TOPS_DA
DA_411_K_DD	ORIG GTE	NO_NDA	CQ38 TOPS_DA
DA_411_K_DD	TIME EVENING_NIGHT	DA_K_NON_PEA	CQ37 TOPS_DA
DA_411_K_DD	TIME NIGHT	KY_DA_NIGHT_	CQ47 TOPS_DA
DA_411_K	TIME EVENING_NIGHT	DA_K_NON_PEA	CQ37 TOPS_DA
DA_411_K	TIME NIGHT	KY_DA_NIGHT_	CQ47 TOPS_DA
DA_411_K	TQMSFCQA		CQ36 TOPS_DA

---

\*\* SUMMARY REPORT on ACTIVE table for PREOPR Ordering

---

CT4Q TABLE      NUMBER OF REFINEMENTS

-----

CT4QPFXT                      2

---

CT4QCLAS 1  
 CT4QORIG 9  
 CT4QREST 34  
 CT4QTIME 4

CT4Qs NOT assigned a call queue or control list:

CT4Q TABLE  
 ----

TRACECO = HOM555

\*\* QVIEW REPORT on ACTIVE table for PREOPR Ordering

CO: HOM555 --->>> CT4Q: DA\_555\_K

=====

OLDCT4Q	TABLE	CRITERION	NEWCT4Q	ASSIGNMENT INFO
DA_555_K	PFXT	OA	DA_555_K_OA	CTRL: 0DATA_C
DA_555_K_OA	ORIG	ICO	0_PLUS_CN_IC	CTRL: 0PLCA_C
0_PLUS_CN_IC	REST		17 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_CN_IC	REST		21 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_CN_IC	REST		22 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_CN_IC	REST		23 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_CN_IC	REST		25 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_CN_IC	REST		26 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_CN_IC	REST		27 0_PLUS_BSP	CTRL: 0PLCA_C
DA_555_K	PFXT	DD	DA_555_K_DD	CQ36 TOPS_DA
DA_555_K_DD	CLAS	RESTRICTED	DA_REST	CQ36 TOPS_DA
DA_REST	ORIG	BS	REST_DA	CQ38 TOPS_DA
REST_DA	REST		2 NTDA_K	CQ38 TOPS_DA
REST_DA	REST		3 NTDA_K	CQ38 TOPS_DA
REST_DA	REST		41 NTDA_K	CQ38 TOPS_DA
REST_DA	REST		42 NTDA_K	CQ38 TOPS_DA
REST_DA	REST		43 NTDA_K	CQ38 TOPS_DA
REST_DA	REST		50 NTDA_K	CQ38 TOPS_DA
REST_DA	REST		55 NTDA_K	CQ38 TOPS_DA
REST_DA	REST		85 NTDA_K	CQ38 TOPS_DA
REST_DA	REST		88 NTDA_K	CQ38 TOPS_DA
DA_REST	ORIG	ICO	REST_DA	CQ38 TOPS_DA
REST_DA	REST		2 NTDA_K	CQ38 TOPS_DA
REST_DA	REST		3 NTDA_K	CQ38 TOPS_DA
REST_DA	REST		41 NTDA_K	CQ38 TOPS_DA
REST_DA	REST		42 NTDA_K	CQ38 TOPS_DA
REST_DA	REST		43 NTDA_K	CQ38 TOPS_DA
REST_DA	REST		50 NTDA_K	CQ38 TOPS_DA

REST_DA	REST	55 NTDA_K	CQ38 TOPS_DA
REST_DA	REST	85 NTDA_K	CQ38 TOPS_DA
REST_DA	REST	88 NTDA_K	CQ38 TOPS_DA
DA_REST	ORIG CLEC	REST_DA	CQ38 TOPS_DA
REST_DA	REST	2 NTDA_K	CQ38 TOPS_DA
REST_DA	REST	3 NTDA_K	CQ38 TOPS_DA
REST_DA	REST	41 NTDA_K	CQ38 TOPS_DA
REST_DA	REST	42 NTDA_K	CQ38 TOPS_DA
REST_DA	REST	43 NTDA_K	CQ38 TOPS_DA
REST_DA	REST	50 NTDA_K	CQ38 TOPS_DA
REST_DA	REST	55 NTDA_K	CQ38 TOPS_DA
REST_DA	REST	85 NTDA_K	CQ38 TOPS_DA
REST_DA	REST	88 NTDA_K	CQ38 TOPS_DA
DA_555_K_DD	ORIG NTDA	NTDA_K	CQ38 TOPS_DA
DA_555_K_DD	ORIG GTE	NO_NDA	CQ38 TOPS_DA
DA_555_K_DD	TIME EVENING_NIGHT	DA_K_NON_PEA	CQ37 TOPS_DA
DA_555_K_DD	TIME NIGHT	KY_DA_NIGHT_	CQ47 TOPS_DA
DA_555_K	TIME EVENING_NIGHT	DA_K_NON_PEA	CQ37 TOPS_DA
DA_555_K	TIME NIGHT	KY_DA_NIGHT_	CQ47 TOPS_DA
DA_555_K	TQMSFCQA		CQ36 TOPS_DA

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\*\* SUMMARY REPORT on ACTIVE table for PREOPR Ordering

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CT4Q TABLE	NUMBER OF REFINEMENTS
-----	-----
CT4QPFXT	2
CT4QCLAS	1
CT4QORIG	6
CT4QREST	34
CT4QTIME	4

CT4Qs NOT assigned a call queue or control list:

CT4Q	TABLE
----	-----

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TABLE: TRKGRP

BRDS0CM4 TOPS 13 EML6 NCRT IC MIDL 502 502 DA01 LC22 NSCR Y SP RESTBIL N Y 4  
 0000 NONE OSS TOPSBC 25 4 4 Y OFFHK N N \$

---

SAUTDJCM4 TOPS 14 EML6 NCRT IC MIDL 502 502 DACCIC LC22 NSCR Y SP COMBINED N

---



Y 20 1019 NONE OSS TOPSBC 25 4 4 Y OFFHK N N \$

TABLE: STDPRTCT

DA01 ( 1)( 0)  
 DOCUMENTATION.

00 00  
 T OA 1 OFRT 14 2 2 NONE

TABLE: TOPSTOPT

BRDS0CM4 Y BS Y ADASPLUS IMMEDIATE N NONE 0 N N N N N N  
 SAUTDJCM4 Y CLEC Y ADASPLUS IMMEDIATE N NONE 0 N N N N N N

\*\* QVIEW REPORT on ACTIVE table for PREOPR Ordering

CO: OA --->>> CT4Q: 0\_PLUS\_K  
 =====

OLDCT4Q	TABLE CRITERION	NEWCT4Q	ASSIGNMENT INFO
0_PLUS_K	CLAS COIN	0_PLUS_COIN_	CTRL: 0PLCA_C
0_PLUS_COIN_ORIG BS		0_PLUS_CN_BS	CTRL: 0PLCA_C
0_PLUS_CN_BS REST		17 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_CN_BS REST		21 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_CN_BS REST		22 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_CN_BS REST		23 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_CN_BS REST		25 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_CN_BS REST		26 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_CN_BS REST		27 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_COIN_ORIG ICO		0_PLUS_CN_IC	CTRL: 0PLCA_C
0_PLUS_CN_IC REST		17 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_CN_IC REST		21 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_CN_IC REST		22 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_CN_IC REST		23 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_CN_IC REST		25 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_CN_IC REST		26 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_CN_IC REST		27 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_COIN_ORIG CLEC		0_PLUS_CN_CL	CTRL: 0PLCA_C
0_PLUS_CN_CL REST		21 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_CN_CL REST		22 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_CN_CL REST		23 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_COIN_ORIG TEST		0_PLUS_COIN_	CTRL: 0PLCA_C
0_PLUS_K CLAS STATION		0_PLUS_STA_K	CTRL: 0PLTA_C
0_PLUS_STA_K ORIG ICO		0_PLUS_CN_IC	CTRL: 0PLCA_C
0_PLUS_CN_IC REST		17 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_CN_IC REST		21 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_CN_IC REST		22 0_PLUS_BSP	CTRL: 0PLCA_C

0_PLUS_CN_IC REST	23	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_CN_IC REST	25	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_CN_IC REST	26	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_CN_IC REST	27	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_STA_K ORIG CLEC		0_PLUS_STA_C	CTRL: 0PLTA_C
0_PLUS_STA_K ORIG TEST		0_PLUS_STA_T	CTRL: 0PLTA_C
0_PLUS_K CLAS HOTEL		0_PLUS_HOTEL	CTRL: 0PLTA_C
0_PLUS_HOTEL ORIG ICO		0_PLUS_CN_IC	CTRL: 0PLCA_C
0_PLUS_CN_IC REST	17	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_CN_IC REST	21	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_CN_IC REST	22	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_CN_IC REST	23	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_CN_IC REST	25	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_CN_IC REST	26	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_CN_IC REST	27	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_HOTEL ORIG CLEC		0_PLUS_HOT_C	CTRL: 0PLTA_C
0_PLUS_HOTEL ORIG TEST		0_PLUS_HOTEL	CTRL: 0PLTA_C
0_PLUS_K CLAS RESTRICTED		0_PLUS_REST	CTRL: 0PLTA_C
0_PLUS_REST ORIG BS		0_PLUS_REST_	CTRL: 0PLTA_C
0_PLUS_REST_REST	1	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	2	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	3	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	6	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	7	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	8	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	9	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	16	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	30	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	31	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	34	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	35	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	41	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	42	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	43	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	50	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	55	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	74	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	76	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	78	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	85	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	86	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	88	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	99	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST ORIG ICO		0_PLUS_REST_	CTRL: 0PLCA_C
0_PLUS_REST_REST	1	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	2	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	3	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	6	0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	7	0_PLUS_BSP	CTRL: 0PLCA_C

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0_PLUS_REST_REST	8 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	9 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	16 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	30 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	31 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	34 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	35 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	41 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	42 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	43 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	50 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	55 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	74 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	76 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	78 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	85 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	86 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	88 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	99 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST ORIG CLEC	0_PLUS_REST_	CTRL: 0PLTA_C
0_PLUS_REST_REST	1 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	2 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	6 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	7 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	8 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	9 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	16 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	30 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	31 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	34 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	35 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	41 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	42 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	74 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	76 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	78 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	86 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	88 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST_REST	99 0_PLUS_BSP	CTRL: 0PLCA_C
0_PLUS_REST ORIG TEST	0_PLUS_REST_	CTRL: 0PLCA_C

0\_PLUS\_K TQMSFCQA

CQ13 TOPS\_TA

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\*\* SUMMARY REPORT on ACTIVE table for PREOPR Ordering

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CT4Q TABLE      NUMBER OF REFINEMENTS

-----	-----
CT4QPFXT	0
CT4QCLAS	4
CT4QORIG	14
CT4QREST	98
CT4QTIME	0

CT4Qs NOT assigned a call queue or control list:

CT4Q                      TABLE  
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# **EXHIBIT WKM-8**

**Nortel Affidavits**

# **NORTEL NETWORKS™**

*How the world shares ideas.*

Date: 4 May 2000

To: Whom It May Concern

From: Robert Summers, Program Manager – TOPS Professional Services  
William Greytock, Senior Manager - TOPS Global Support

As the TOPS Professional Services Program Manager, I have performed in a number of assignments involving the design and functioning of the Traffic Operating Position System (TOPS) utilizing the Queuing Management System (QMS) for use by local telephone companies.

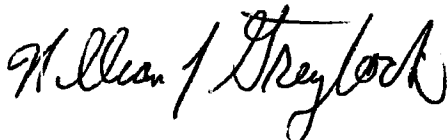
I have read the attached document concerning the processing of operator assistance and directory assistance calls via TOPS and QMS. To the best of my knowledge and belief, the attached document (*Traffic Operating Position System (TOPS) Call Flow via Queuing Management System (QMS)*) accurately describes the methods, procedures, and processes involved in the processing of operator assistance and directory assistance calls by TOPS equipment purchased from Nortel, Inc. by BellSouth

This arrangement allows for non-discriminatory access to the operator services and directory assistance functions for BST and CLECs within all areas being provided TOPS Operator Service utilizing QMS.

Signed,



Robert Summers



William Greytock

# **NORTEL NETWORKS™**

*How the world shares ideas.*

Date: May 5, 2000

To: Whom It May Concern

From: Mr. David C. Thompson,  
Product Marketing, Line Provisioning and OSS Interface


My current duties at Nortel Networks Inc. ("Nortel" ) include Product Management of the Line Provisioning interface to Nortel's DMS-100 Family switching systems as well as primary OSS Interface support, including interface to Telcordia Technologies, Inc. Previously, my duties at Nortel have included a number of assignments involving the product management and functioning of DMS-100 Family end-office switches for use by local telephone companies.

I have read the attached document (*End Office Handling of Operator and Directory Assistance Calls of BellSouth and CLEC End-Users*) concerning the operation of end-offices and the processing of operator assistance and directory assistance calls, which provides a detailed description of the inter-relationship between service order USOC codes, the LCCAM system and March.

To the best of my knowledge and belief, the attached document (*End Office Handling of Operator and Directory Assistance Calls of BellSouth and CLEC End-Users*) accurately describes the methods, procedures, and processes involved in the processing of operator assistance and directory assistance calls by DMS-100 Family end-offices switches purchased from Nortel by BellSouth Telecommunications, Inc.

SWORN TO AND  
SUBSCRIBED BEFORE ME  
This is the 5<sup>th</sup> day  
Of May, 2000.

  
NOTARY PUBLIC

  
David C. Thompson  
Nortel Networks Inc.  
4008 E. Chapel Hill Road  
D15/01/0E2  
Research Triangle Park, NC 27709

My Commission expires:

11-15-00





SERVICE (VOLUME NUMBER)	AL	FLA	GA	KY	LA	MS	NC	SC	TN	TOTAL
ACCUPULSE #1	0	0	5	0	0	0	3	0	0	8
AREA PLUS #2	3,238	24,407	6,397	1,508	9,054	3,169	754	2,318	5,020	55,865
BASIC RATE ISDN #3	174	620	694	169	445	130	350	261	303	3,146
PRIMARY RATE ISDN #4	79	271	153	16	125	47	36	122	29	878
CALL WAITING #5	20,921	38,404	53,676	10,212	35,925	25,799	21,054	18,904	19,196	244,091
CALL WAITING DELUXE #6	7,808	35,743	37,749	3,188	8,096	3,599	7,978	2,289	7,768	114,218
CALLER ID DELUXE #7	18,793	62,337	65,728	10,549	25,956	20,558	17,921	11,591	18,893	252,326
CALLER ID ENHANCED #8	477	2,231	860	192	243	139	98	131	329	4,700
CENTREX/ ESSX # 9	1,765	1,641	5,970	1,134	805	951	2,094	3,752	274	18,386
CUSTOM CALLING - 3 WAY CALLING #10	8,503	46,410	44,141	3,108	9,446	5,176	7,859	3,426	10,309	138,378
CUSTOM CALLING - CALL FORWARDING VARIABLE #11	9,145	35,329	24,727	4,120	9,075	5,227	10,138	3,418	8,696	109,875
CUSTOM CALLING - REMOTE ACCESS TO CF #12	595	5,631	1,940	319	420	185	486	395	564	10,535
CUSTOM CALLING - SPEED CALLING 8 & 30 #13	7,735	36,082	39,543	3,231	5,339	2,796	9,473	1,928	10,902	117,029
DID #14	548	1,229	1,050	369	650	312	403	338	240	5,139
E911/SALI #15	0	0	0	0	0	0	0	0	0	-
ENH CID/MULTILINE CID DELUXE/ENH CID ACR #16	7	39	188	46	10	0	52	75	73	490
FLAT RATE PBX TRUNKS #17	848	5,042	3,103	845	821	323	227	1,272	208	12,689
FLAT RATE RESIDENCE #18	34,284	76,111	82,713	20,972	59,917	44,958	41	40,405	33,454	392,855
FLAT RATE/BASIC LOCAL EXCHANGE # 19	8,862	74,322	22,783	9,556	16,646	3,424	3	10,925	7,838	154,359
FLEXSERV #20	1	47	40	0	61	0	16	1	0	166
FRAME RELAY AND CDS #21	476	369	1,587	44	162	229	256	173	98	3,394
GEORGIA COMMUNITY CALLING #22	0	0	1,916	0	0	0	0	0	0	1,916
HUNTING #23	6,379	40,966	10,829	5,837	9,558	2,661	12,641	7,844	3,900	100,615
INDEPENDENT PAYPHONE PROVIDER #24	640	9,263	4,230	777	927	458	1,006	240	997	18,538
INTEGRATED PACKAGES #25	1,590	0	1,338	376	8,295	11,472	60,989	842	2,463	87,365
LIGHTGATE #26	0	0	2	0	0	0	0	0	0	2
MEASURED RATE BUSINESS # 27	146	1,518	276	115	999	149	213	293	421	4,130
MEASURED RATE RESIDENCE #28	1	281	528	7	25	85	0	45	78	1,050
MEGALINK #29	383	358	554	19	556	148	342	68	67	2,495
MEGALINK ISDN # 30	12	7	1	1	17	0	0	2	19	59
MEMORYCALL # 31	4,604	29,474	15,807	1,590	3,072	996	7,389	3,428	4,012	70,372
MESSAGE TELEPHONE SERVICE (MTS) #32	60	104	86	59	56	51	39	49	64	568
MEASURED RATE PBX TRUNKS #33	348	4,181	808	118	797	479	1,316	133	495	8,675
MULTISERV #34	205	2,323	2,280	96	666	161	353	152	47	6,283
NATIVE MODE LAN INTERCONNECTION #35	0	0	0	0	0	0	0	0	0	-
OFF PREMISE EXTENSIONS (OPX) # 36	85	220	147	54	282	32	259	46	89	1,214
OPTIONAL CALLING PLAN # 37	102	540	280	300	378	589	2,292	1,103	141	5,725
REMOTE CALL FORWARDING (RCF) #38	340	3,440	1,686	157	509	221	813	453	379	7,998
RINGMASTER #39	1,433	6,247	4,759	747	857	719	1,566	770	3,127	20,225

SERVICE RESALE - UNITS IN SERVICE  
MARCH 31, 2001

BellSouth Telecommunications, Inc.  
KPSC Case No. 2001-105  
Exhibit WKM-9  
2 of 2

SERVICE (VOLUME NUMBER)	AL	FLA	GA	KY	LA	MS	NC	SC	TN	TOTAL
SMARTPATH #40	0	0	0	0	0	0	0	0	0	-
SMARTRING #41	2	0	0	0	1	1	0	0	2	6
SYNCHRONET #42	29	142	246	18	137	18	108	72	35	805
TOUCHSTAR -CALL BLOCK #43	6,492	31,281	19,769	3,242	4,482	2,461	8,177	1,980	8,275	86,159
TOUCHSTAR -CALL RETURN #44	11,154	45,378	37,894	4,682	9,130	6,773	14,924	5,105	12,058	147,098
TOUCHSTAR -CALL SELECTOR #45	1,427	17,019	12,023	504	898	507	1,218	523	1,949	36,068
TOUCHSTAR -CALL TRACING #46	2,620	25,417	13,927	1,084	3,366	1,931	2,647	1,364	4,764	57,120
TOUCHSTAR -PREFERRED CALL FORWARDING #47	449	810	2,685	158	344	153	364	100	429	5,492
TOUCHSTAR -REPEAT DIALING #48	6,620	29,715	19,687	3,107	6,075	4,016	6,474	2,159	8,745	86,598
TOUCHSTONE #49	42,405	155,953	101,787	28,405	82,020	53,654	54,299	46,822	42,250	607,595
VISUAL DIRECTOR # 50	0	0	2	0	0	1	0	0	0	3
<b>TOTAL</b>	<b>211,785</b>	<b>850,902</b>	<b>646,594</b>	<b>121,031</b>	<b>316,643</b>	<b>204,758</b>	<b>256,671</b>	<b>175,317</b>	<b>219,000</b>	<b>3,002,701</b>



# **ATTACHMENT A**

**Affidavit of A. Wayne Gray**

**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 WAYNE GRAY**  
**ON BEHALF OF BELLSOUTH**

STATE OF GEORGIA  
COUNTY OF FULTON

I, A. Wayne Gray, being first duly sworn upon oath, does hereby depose and state as follows:

1. My name is A. Wayne Gray. I am a Director-Collocation in the Network Planning and Support organization located at 675 W. Peachtree Street, Atlanta, GA 30375.

I. PROFESSIONAL EDUCATION AND EXPERIENCE

2. I graduated from Georgia Tech in 1979 with a Bachelor of Electrical Engineering degree. In 1992, I graduated from Emory University with a Master of Business Administration degree. I began working for Southern Bell in 1979 in the Equipment Engineering organization in Miami, Florida. Throughout my 22-year career with BellSouth, I have held various line and staff positions in Equipment Engineering, Traffic Engineering (Capacity Management), Infrastructure Planning and Project Management. Since November 1999, I have held the position of Director-Collocation in the Network Planning and Support organization. In this position, I am responsible for ensuring that BellSouth provisions collocation space in the timeframes established by contractual agreements and governmental mandates.

II. PURPOSE OF AFFIDAVIT

3. The purpose of my affidavit is to demonstrate that BellSouth's Collocation processes comply with Section 251(c)(6) and Section 271(c)(2)(B)(i) of the Telecommunications Act of 1996 ("the Act") and with applicable Federal Communications Commission ("FCC") and Kentucky Public Service Commission ("KPSC") rules regarding collocation. BellSouth is providing collocation at rates, terms, and conditions that are just, reasonable, and nondiscriminatory, and is therefore offering Competitive Local Exchange Carriers ("CLECs") a meaningful opportunity to compete in Kentucky.

III. GENERAL DISCUSSION

4. In Kentucky, BellSouth provides physical collocation through negotiated Interconnection Agreements and the Kentucky Access Services Tariff, Section E20 ("Kentucky Access Tariff") (Exhibit AWG-1), as filed with and approved by the KPSC by its Order in Case No. 2000-461, which became effective on October 9, 2000. Virtual collocation is provided through BellSouth Tariff F.C.C. No.1 ("FCC Virtual Tariff"), Section 20 (Exhibit AWG-2). As part of obtaining collocation via Interconnection Agreement or tariff, the parties agree to comply with all applicable federal, state or local laws, ordinances, rules or regulations. For Kentucky, BellSouth uses the national default interval established by the FCC in its *Collocation Order* and *Collocation Reconsideration Order* for Incumbent Local Exchange Carriers ("ILECs").<sup>1</sup> In Paragraph 22 of the *Collocation Reconsideration Order*, the FCC stated that, "we should adopt national standards for physical collocation provisioning that will apply when the state does not set its own standards or if the requesting carrier and incumbent LEC have not

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<sup>1</sup> See First Report and Order and Future Notice of Proposed Rulemaking, *Deployment of Wireline Services Offering Advanced Telecommunications Capability*, 14 FCC Rcd 4761 (1999) ("FCC Collocation Order"), *vacated in part, GTE Servs. Corp. v. FCC*, 205 F.3d 416 (D.C. Cir. 2000); Order on Reconsideration and Second Further Notice of Proposed Rulemaking in CC Docket No. 98-147, and Fifth Further Notice of Proposed Rulemaking in CC Docket No. 96-98, *Deployment of Wireline Services Offering Advanced Telecommunications Capability*, 15 FCC Rcd 17806 (2000) ("FCC Collocation Reconsideration Order"), *recon. pending*.

mutually agreed to alternative standards. A state could set its own standards by statute, through an existing or future rulemaking order, by enforcing a state tariff, or by applying the precedent of a state to extend the application processing and provisioning interval deadlines in specific circumstances". In a letter dated April 4, 2001, from Bonnie C. Kittinger, KPSC Staff Attorney ("State Standards Letter") (Exhibit AWG-3), she stated that "the [Kentucky] Staff believes that BellSouth's tariff does not constitute an affirmative determination of collocation intervals as required by the Collocation Reconsideration Order and FCC Order granting BellSouth a waiver . . . Thus, Staff believes that the most prudent course of action is for BellSouth to file a revised collocation tariff reflecting the intervals granted by the FCC in its February 21, 2001 order." This letter therefore clarified the legal opinion of the KPSC Staff that the collocation intervals currently in effect in BellSouth's Kentucky Access Services Tariff were insufficient to constitute a state standard for the establishment of collocation intervals. In the above letter, the KPSC directed "that BellSouth should revise its tariff to be consistent with the FCC's recent waiver to BellSouth." In compliance with the KPSC's State Standards Letter, BellSouth has filed an updated tariff to reflect the collocation intervals ordered by the FCC in its recent Memorandum Opinion and Order, CC Docket No. 98-147, released February 20, 2001, In Matter of Deployment of Wire line Services Offering Advanced Telecommunications Capability, ("FCC MO&O")(Exhibit AWG-4). BellSouth is awaiting approval of this tariff. BellSouth has developed, over the years, a Standard Interconnection Agreement that is updated, as necessary, to comply with all applicable provisions of state and federal law and the requirements of the FCC and state commissions such as Kentucky. This Interconnection Agreement that BellSouth offers to all parties seeking interconnection is used in negotiations with the CLECs, and its use ensures that the signed Interconnection Agreement, although negotiated, is compliant with the afore-mentioned provisions and requirements. The Interconnection Agreement contains the cost-based rates by which



BellSouth provides Central Office Physical Collocation. The Kentucky Access Tariff, the attached Interconnection Agreement between BellSouth and Broadslate Networks, Inc. ("Broadslate Agreement") (Attachment 4) (Physical Collocation)(Exhibit AWG-5), as well as other Kentucky Interconnection Agreements, establish BellSouth's legally binding obligation to provide collocation in accordance with Section 251(c)(6) and Section 271(c)(2)(B)(i) of the Act as well as applicable FCC and KPSC provisions and requirements.

5. Both virtual and physical collocation are made available on a first come, first served basis to all telecommunications carriers (depending on space availability) for interconnection to unbundled network elements ("UNEs"), local interconnection trunking, access services and local exchange services as requested by telecommunications carriers. Examples of ways a CLEC may use its collocated facilities include, but are not limited to, interoffice trunking to originate and terminate calls between a CLEC's switch and a BellSouth switch; for intermediary traffic to or from a third party via a BellSouth tandem switch; for dedicated point-to-point service; and for combining UNEs.
  
6. BellSouth first provided collocation to requesting telecommunications carriers pursuant to the FCC's Expanded Interconnection Order released in 1992 and 1993. BellSouth subsequently adapted its Interconnection Agreements to meet the requirements of the FCC's *Local Competition Order*, rendered shortly after Congress passed the Act.<sup>2</sup> Most recently, the FCC Memorandum Opinion and Order, CC Docket No. 98-147, released February 20, 2001, In Matter of Deployment of Wireline Services Offering Advanced Telecommunications

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<sup>2</sup> See First Report and Order, *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499 ("Local Competition Order"), modified on recon., 11 FCC Rcd 13042 (1996), *vacated in part, Iowa Utils. Bd. v. FCC*, 120 F.3d 753 (8<sup>th</sup> Cir. 1997), *aff'd in part, rev'd in part sub nom. AT&T Corp. v. Iowa Utils. Bd.*, 525 U.S. 366 (1999), *decision on remand, Iowa Utils. Bd. v. FCC*, 219 F.3d 744 (8<sup>th</sup> Cir. 2000), *petitions for cert. pending*, Nos. 00-511 & 00-587.

Capability, ("FCC MO&O")(Exhibit AWG-4) outlined additional collocation obligations for Incumbent Local Exchange Carriers ("ILECs"). BellSouth has further modified its collocation offerings to comply with the rules mandated by these collocation orders. Moreover, as set forth below, BellSouth will continue to operate in accordance with the rules promulgated in the FCC Collocation Order that the D.C. Circuit vacated and remanded to the FCC for further consideration in *GTE Services Corporation v. FCC*, 205 F.3d 416 (D.C. Cir. 2000). BellSouth will not change any existing collocation arrangements or procedures for processing requests under any existing collocation contracts during the life of such contracts unless the FCC, or a state commission, issues new rules regarding collocation in response to the D.C. Circuit's remand; or unless the FCC determines that BellSouth's adherence to these prior agreements is discriminatory. A copy of correspondence from BellSouth to Mr. Lawrence Strickling, Chief Common Carrier Bureau, confirming this position is attached to this affidavit as Exhibit AWG-6.

7. BellSouth affiliate companies obtain collocation in the same manner and under the same rates, terms, and conditions as CLECs. BellSouth Long Distance ("BSLD"), for example, obtained collocation rights by signing BellSouth's Standard Physical Collocation Agreement. Any telecommunications carrier may request and receive physical collocation arrangements pursuant to the rates, terms, and conditions contained in the BSLD agreement. BSLD has not received any preferential treatment, including but not limited to, treatment related to the amount of space, prices charged, reservation policies, or installation intervals. Moreover, BSLD has not had discriminatory access to information about collocation space. All carriers have the same access to this information.

8. The FCC Virtual Tariff, Section 20 (Exhibit AWG-2) contains a description of the service, terms, conditions and rates for Virtual Expanded Interconnection Service ("VEIS"). Any Application for virtual collocation that a collocator chooses to submit pursuant to Section 20 of the FCC Virtual Tariff will be controlled by the rates, terms and conditions of the Tariff.
9. Below, I will provide detailed descriptions of the types of collocation offered by BellSouth in Kentucky. Each process, procedure, requirement or service discussed below applies to BSLD or any other BellSouth affiliate in exactly the same way as it applies to the CLECs.

#### IV. PHYSICAL COLLOCATION

10. Physical collocation is an arrangement for the placement of collocator-owned facilities and equipment in BellSouth central offices. As stated in the Broadslate Agreement, Attachment 4, (Exhibit AWG-5), Section 5.1, and in the Kentucky Access Tariff, Section E20.2.6.A.1 (Exhibit AWG-1), such equipment may include any type of equipment that is necessary for interconnection to BellSouth's network or access to UNEs in the provision of telecommunications services. Equipment used for interconnection and access to UNEs includes, but is not limited to: (1) Transmission equipment including, but not limited to, optical terminating equipment and multiplexers, (2) Equipment being collocated to terminate basic transmission of facilities pursuant to §§ 64.1401 and 64.1402 of Title 47 of the Code of Federal Regulations as of August 1, 1996, and (3) Digital subscriber line access multiplexers ("DSLAMs"), routers, asynchronous transfer mode ("ATM") multiplexers, and remote switching modules. Equipment ownership, maintenance and insurance are the responsibility of the collocator or its approved agent.
11. With either physical collocation or virtual collocation, a CLEC may opt to place a private fiber

optic entrance cable to serve its collocation space. If a CLEC has no cable facilities of its own available for interconnection, it can lease the necessary facilities from BellSouth. See 47 C.F.R. § 51.323(g). BellSouth provides an interconnection point or points, at which the fiber transmission cables carrying the CLEC's circuits enter BellSouth's premises. For BellSouth's premises where least two such interconnection points. Where multiple entry points are not available or do not exist, BellSouth will provide access to the existing entry point. See 47 C.F.R. § 51.323(d)(1) and 47 C.F.R. § 51.323(d)(2).

12. Pursuant to BellSouth's Standard Interconnection Agreement, where technically feasible and where space is available, BellSouth will provide for physical collocation of microwave equipment on the roofs of BellSouth's central office buildings. Microwave collocation includes placements of supporting masts, non-penetrating roof mounts, penetrating pipe stands, parapet mounts and microwave antenna(e) on the rooftop or other suitable exterior spaces of BellSouth's central offices, excluding towers. The microwave equipment may include any equipment that is directly related to and thus necessary for interconnection or access to UNEs in the provision of telecommunications services.

13. CLECs can choose the following types of physical collocation: caged, cageless, shared caged, and adjacent collocation. Consistent with 47 C.F.R. §51.321(c), a requesting telecommunications carrier seeking a particular collocation arrangement, either physical or virtual, is entitled to a presumption that such arrangement is technically feasible, if any LEC has deployed such collocation arrangement on any ILEC premises.

V. CAGED COLLOCATION

14. As specified in the Broadslate Agreement, Attachment 4 (Exhibit AWG-5), Sections 3.2 and 3.3, and in the Kentucky Access Tariff, Sections E20.2.3.B.1 and E20.2.3.B.2 (Exhibit AWG-1), BellSouth will authorize the enclosure of a collocator's equipment and facilities in compliance with a collocator's collocation request ("caged collocation"). At the collocator's request, BellSouth will permit the collocator, at its sole expense, to arrange with a BellSouth Certified Contractor ("BCC") 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 specifications, the collocator and its BCC must comply with such applicable and enforceable building code requirements to the same extent BellSouth complies with such building code requirements. BellSouth makes caged collocation available in increments small enough to collocate a single bay.

VI. CAGELESS COLLOCATION

15. As specified in the Broadslate Agreement, Attachment 4 (Exhibit AWG-5), Section 3.1, and in the Kentucky Access Tariff, Section E20.2.3.A.1 and E20.2.3.A.2 (Exhibit AWG-1), BellSouth allows the collocator to place its equipment and facilities within the BellSouth central office without requiring the construction of a cage or similar structure ("cageless collocation"). The collocator is also allowed to have direct access to its equipment and facilities. BellSouth makes cageless collocation available in single bay increments. Except where the collocator's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth will locate cageless arrangements in conventional equipment rack lineups where technically feasible on a space-available basis.

16. Where the collocator's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), the collocator must provide the equipment layout, including spatial dimensions, and will be responsible for constructing all special technical requirements associated with such equipment. The collocator must utilize a vendor that has been approved as a BCC to perform all engineering and installation work required in the collocation space. The process for becoming a BCC is described below in Paragraph 57.

VII. SHARED CAGED

17. As specified in the Broadslate Agreement, Attachment 4 (Exhibit AWG-5), Sections 3.4 and 3.4.2, and in the Kentucky Access Tariff, Sections E20.2.3.C.1 and E20.2.3.C.3 (Exhibit AWG-1), a collocator may allow other telecommunications carriers to share the collocator's caged collocation arrangement pursuant to terms and conditions agreed to by the collocator ("Host") and the other telecommunications carrier(s) ("Guests") except where the BellSouth central office is located within a leased space and BellSouth is prohibited by the lease from offering such an option. Further, the Host must indemnify and hold harmless BellSouth from any and all claims, actions, causes of actions, of whatever kind or nature arising out of the presence of the Guest(s) in the Collocation Space and the collocators' sharing agreement must contain a certification that incorporates by reference the terms, and conditions of the Interconnection Agreement between BellSouth and the Host. As stated in paragraph 15, BellSouth offers shared caged collocation in increments small enough to collocate a single rack, or bay, of equipment.

18. As specified in the Broadslate Agreement, Attachment 4 (Exhibit AWG-5), Section 3.4.1, and in the Kentucky Access Tariff (Exhibit AWG-1) Section E20.2.3.C.2 the Host will be the

contact and responsible party to BellSouth for the purpose of submitting Applications to BellSouth for initial and additional equipment placements of Guest(s). The Host will be the sole interface and responsible party to BellSouth for the payment of rates and charges contained within the Interconnection Agreement with BellSouth and for the purpose of ensuring that the safety and security requirements of its Interconnection Agreement with BellSouth are fully complied with by the Guest(s), its employees and agents. In the event the Host and Guest(s) jointly submit an initial Application, only one Application fee will be assessed. A 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 UNEs.

19. BellSouth does not increase the price of site preparation or the non-recurring charges for a shared collocation arrangement above the cost for provisioning a cage of similar dimensions and material to a single collocating party. The charge for site conditioning and preparation undertaken by BellSouth to construct the shared collocation cage or condition the space for collocation use is prorated based on the number of collocators and the space used by each.

#### VIII. ADJACENT COLLOCATION

20. As stated in the Broadslate Agreement, Attachment 4 (Exhibit AWG-5), Sections 3.5, 3.5.1, 3.5.2, 3.5.3, and 3.5.4, and in the Kentucky Access Tariff, Section E20.2.3.D (Exhibit AWG-1), where physical collocation space is legitimately exhausted in a particular BellSouth central office, a collocator will be permitted to locate its equipment in an adjacent controlled environmental vault or similar structure located on BellSouth's premises (e.g., land owned, controlled or leased where the lessor does not prohibit such activity) subject to technical feasibility. The adjacent arrangement cannot interfere with access to existing or planned

structures or facilities on the BellSouth premises and must be permitted by zoning and other applicable state and local regulations.

21. The collocator must arrange with a BCC to construct an adjacent arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide these guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specifications, the collocator and its BCC must comply with the more stringent local building code requirements.
22. The collocator's BCC is responsible for filing and receiving any and all necessary zoning, permits and/or licenses for construction of the adjacent arrangement. The collocator must provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning (HVAC), lighting, and all facilities that connect the structure (e.g., racking and conduits) to the BellSouth point of demarcation. At the collocator's option, and where the local authority having jurisdiction permits, BellSouth provides an AC power source in accordance with the requirements of the National Electrical Code, and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement.
23. Except in cases of emergency, BellSouth will not access the collocator's locked enclosure prior to notifying the collocator. BellSouth may elect to review the collocator's plans and specifications prior to construction of an adjacent collocation arrangement(s). BellSouth may also inspect the adjacent arrangement(s) after construction, whether or not BellSouth elected to review the collocator's plans and specifications prior to construction, to ensure the design and construction comply with BellSouth's guidelines and specifications. (These guidelines and specifications apply to BellSouth's own construction projects as well.) BellSouth may require the collocator, at the collocator's sole expense, to remove or correct within seven (7)



calendar days, any structure that does not meet the collocator's plans and specifications or, where applicable, BellSouth's guidelines and specifications found during such inspection, unless the parties mutually agree to an alternative time frame. As with caged collocation, and under similar terms and conditions, a collocator may allow other telecommunications carriers to share the collocator's adjacent collocation arrangement. The collocator may place equipment necessary for interconnection and/or access to UNEs for the provision of telecommunications services in the adjacent collocation facility, including but not limited to copper cables, coaxial cables, fiber cables and telecommunications equipment.

24. Equipment ownership, operation, maintenance and insurance are the responsibility of the collocator or its approved agent. BellSouth places no restrictions on the type of telecommunications equipment that may be physically collocated (in enclosed or non-enclosed space) within a BellSouth central office, provided such equipment is necessary for interconnection to BellSouth's network or access to UNEs in the provision of telecommunications services (see *GTE Services Corporation v. FCC*, 205 F.3d 416 (D.C. Cir. 2000)). Equipment that may be used for interconnection and access to UNEs in a CLEC's collocation space is described in Paragraph 10 above. As stated earlier, BellSouth will continue to operate in accordance with the rules vacated by the *GTE Services* decision for the life of current agreements or until the FCC or a state commission issues new rules regarding collocation. In addition, although not required to do so under the Act, FCC Rules, or state commission orders, BellSouth allows the placement of switching equipment (including remote switching modules) in physical collocation space. Under certain conditions, CLECs may be permitted to place power plant and battery equipment within code-specified, fire-rated enclosures as part of their collocation arrangement.

25. If physical collocation space becomes available in a previously exhausted BellSouth structure, BellSouth will not require a carrier who collocated adjacently to move or prohibit a CLEC from moving a collocation arrangement into that structure. Instead, BellSouth will continue to allow the carrier to collocate in any adjacent structure that the carrier has constructed or otherwise procured.

IX. COLLOCATION AT REMOTE SITES

26. As specified in the Broadslate Agreement, Attachment 4-RS, (Exhibit AWG-7), Section 1.2, BellSouth grants a collocator the right to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, of a size which is specified by the collocator and agreed to by BellSouth. BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth network facilities. BellSouth complies with the rules of the FCC for remote site collocation.

X. DEMARICATION POINT

27. As specified in the Broadslate Agreement, Attachment 4 (Exhibit AWG-5), Section 5.3, and in the Kentucky Access Tariff, Section E20.2.6.C (Exhibit AWG-1), BellSouth will designate the point(s) of demarcation between the collocator'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 between BellSouth's and the collocator's facilities will be a common block on BellSouth's designated conventional distributing frame. The collocator is responsible for providing the common block and the necessary cabling. For all other terminations, BellSouth will designate a demarcation point on a per arrangement basis. The collocator may opt, at its own expense, to place a Point of Termination ("POT") bay or frame within its collocation space, but this POT bay or frame will not serve as the demarcation point between the collocator's equipment and BellSouth's network.

XI. SPACE AVAILABILITY

28. Of the one hundred seventy-nine (179) central office buildings in Kentucky, (as of April 30, 2001), no central office has inadequate space to immediately provide physical collocation. Per the FCC Collocation Order, BellSouth will, upon request, remove obsolete unused equipment, if any, from its premises to increase the amount of space available for collocation.
29. BellSouth does not require an Application fee at the time the Application is submitted. The Application fee is billed after BellSouth determines that space is available. BellSouth will bill the collocator an Application Fee via a service order, which is issued at the time BellSouth responds that space is available. Space Preparation Fees will be billed upon the receipt of a Bona Fide Firm Order ("BFFO"). Depending on the negotiated agreement with the collocator, BellSouth will bill for construction of the collocation space using either standard pricing or on an individual case basis ("ICB") pursuant to the terms and conditions of the Interconnection Agreement. The remaining costs, based on standard pricing or actual costs (under an ICB arrangement), are then billed when construction is completed.

XII. ASSIGNMENT OF SPACE

30. Pursuant to FCC MO&O (Exhibit AWG-4), BellSouth offers and assigns space for collocation based on space availability on a first come, first served basis. Physical collocation space is assigned based on the customer's request, where space permits. BellSouth will consider any unused space within BellSouth's central office for cageless collocation. The size specified by the collocator may contemplate a request for space sufficient to accommodate the collocator's growth within a two-year period. Neither BellSouth nor any BellSouth affiliate reserves space for future use on preferential terms. For virtual collocation, space is assigned within the BellSouth equipment line-up based on the rack requirements for the equipment installation.

XIII. SPACE NOTIFICATION / TOUR OF PREMISES

31. If the amount of space requested by a collocator is not available, BellSouth will notify the applicant of the amount of space that is available. Should BellSouth determine that there is no available space in the requested central office, BellSouth will provide a letter to the collocator denying the collocation request ("Denial of Application"). If BellSouth contends that there is no space available for physical collocation at its premises, BellSouth will schedule a tour of the entire premises, upon request, for the applicant carrier(s), without charge, within ten (10) days of the carrier's receipt of BellSouth's denial of space. These requirements are consistent with the FCC Collocation Order and FCC Collocation Reconsideration Order.

XIV. PUBLIC NOTIFICATION

32. BellSouth maintains on its Interconnection Website ([www.interconnection.bellsouth.com](http://www.interconnection.bellsouth.com)) a notification document indicating all central offices that are without available collocation space. BellSouth updates this document within ten (10) calendar days of the date of the first Denial of Application when space has become exhausted in a central office. At BellSouth's Interconnection Website, CLECs may subscribe to an automatic email notification process, which includes, among other notifications, a notice that the space exhaust list has been updated. BellSouth also posts a general notice indicating where space has become available in a central office that was previously on the space exhaust list. BellSouth will allocate the available space pursuant to the waiting list maintained for that central office.

XV. WAITING LIST

33. BellSouth maintains a waiting list on a first come, first served basis of requesting carriers who have either received a Denial of Application or, where it is publicly known that the central

office is out of space, have submitted a Letter of Intent to collocate. BellSouth notifies the telecommunications carriers on the waiting list when space becomes available in a particular central office based upon the amount of space that becomes available and the position of a telecommunications carrier on the waiting list. Upon request, BellSouth will notify a telecommunications carrier of its position on the list.

#### XVI. REQUEST FOR REPORT

34. As specified in the Broadslate Agreement, Attachment 4 (Exhibit AWG-5), Sections 2.2, 2.2.1 and 2.2.2 and in the Kentucky Access Tariff, Section E20.2.4.B (Exhibit AWG-1), upon request from a collocator, 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. The request for a Space Availability Report from a collocator must be written and must include the central office premises address and Common Language Location Identification ("CLLI") code. Central office premises addresses and CLLI codes are located in the National Exchange Carrier Association ("NECA") Tariff FCC No. 4. BellSouth will respond to a request for a Space Availability Report for a particular central office location within ten (10) calendar days of receipt of such request when the request includes from two (2) to five (5) BellSouth premises within the same state. The response time for requests of more than five (5) premises will be negotiated between BellSouth and the collocator. The request for a Space Availability Report does not require an Application for collocation. The interval for a response to a complete and correct Application for collocation is discussed below.

XVII. SECURITY ACCESS

35. After BFFO, BellSouth allows collocators to have direct access to their equipment and facilities twenty-four (24) hours a day, seven (7) days a week as required by the FCC Collocation Order and FCC Collocation Reconsideration Order. BellSouth will allow the collocator to have direct access without the need for a security escort, provided that the collocator complies with BellSouth's security and safety requirements set forth in its Interconnection Agreement. BellSouth does not require CLEC employees to receive security training from BellSouth, but provides information to the CLEC on the specific type of training required. See Broadslate Agreement, Attachment 4 (Exhibit AWG-5), Sections 5.6 and 11. Prior to CLEC completion of the security and safety requirements, BellSouth offers one free escorted site visit to the collocator's designated collocation arrangement location or access to the entrance manhole and unlimited paid escorted visits until the collocator complies with the BellSouth Security and Safety requirements. See Broadslate Agreement, Attachment 4 (Exhibit AWG-5), Sections 6.5.4 and 7.9. To gain access to BellSouth's premises, the collocator's agent or employee is required to carry a picture identification at all times. The CLEC is required to certify that each agent or employee seeking access has had security training, that a background check has been performed, and that no felony convictions were found. These requirements are reasonable and necessary to ensure the safety of BellSouth's and other CLECs' facilities and employees working in and around BellSouth premises and to maintain the efficient operation of the network. These same measures are required for all BellSouth and BellSouth affiliate personnel. Additionally, BellSouth will provide restroom facilities and reasonable parking on a first come, first served basis. To effectively monitor the compliance with BellSouth's security and safety requirements, reasonably protect the central office and CLEC equipment and facilities, and ensure network reliability, BellSouth is installing security access systems in its central offices. These systems allow entry to central offices

with an appropriate card key, while tracking and recording the time of entry by each cardholder. Where security systems are not yet installed, access keys are provided to collocators. BellSouth recovers the costs of implementing the security access systems from collocators through the assessment of a monthly recurring charge billed on a per premises basis. Security requirements are addressed in the Broadslate Agreement, Attachment 4 (Exhibit AWG-5), Section 11, and in the Kentucky Access Tariff, Section E20.2.10 (Exhibit AWG-1). BellSouth does not and will not use the information that it obtains, as a result of the implementation of its security requirements, for marketing or other competitive purposes.

#### XVIII. VIRTUAL COLLOCATION

36. Virtual collocation is available through the FCC Virtual Tariff, Section 20 (Exhibit AWG-2). A collocator, regardless of the availability of physical collocation, can request virtual collocation. This type of collocation arrangement provides for the placement of collocator-owned equipment (leased back to BellSouth) in BellSouth central offices that is necessary for interconnection to the BellSouth network or accessing UNEs. Virtual collocation arrangements may connect to designated BellSouth tariffed services, local interconnection trunks and/or UNEs.

37. As specified in the FCC Virtual Tariff, Sections 20.17 and 20.18 (Exhibit AWG-2), with virtual collocation, the collocator may place fiber optic entrance cable from outside the central office to an interconnection point designated by BellSouth (e.g., a serving manhole). The collocator must leave a sufficient length of cable to be pulled from the interconnection point into the cable vault. BellSouth pulls the fiber cable through entrance conduit into the central office cable vault and splices it into a pre-terminated, fire-retardant riser cable which connects the entrance facility to the collocated equipment. Multiple facility entrance points are made

available to the collocator where multiple cable entrances exist and capacity is available.

Microwave facilities, in lieu of fiber facilities, may be used for interconnection where they may reasonably be provided. The collocator may directly contract with its selected BCC for engineering and installation of the collocation equipment arrangement.

38. The collocator provides collocation equipment and cabling facilities in a virtual collocation arrangement. The equipment that can be placed for virtual collocation must conform to the same equipment requirements as those specified for physical collocation (see Paragraph 10 above).

39. BellSouth leases the collocator's entrance fiber, cabling, equipment and provisioning/maintenance tools for the nominal fee of one dollar. For this reason, virtual collocation equipment arrangements are most commonly located in the BellSouth equipment area. Performance monitoring, alarm monitoring, and software cross-connect control of all collocator-owned equipment and facilities (leased back to BellSouth) are the responsibility of the collocator and must be performed remotely. At the collocator's request, BellSouth will perform installation, maintenance and repair of the facilities from the point of interconnection up to the demarcation point. Upon notification from the collocator that work is necessary, BellSouth will, at a minimum, install, maintain and repair collocated equipment in the same manner as BellSouth does for its own equipment.

#### XIX. APPLICATION PROCESS

40. BellSouth will negotiate a collocation agreement (e.g., Broadslate Agreement, Attachment 4, Exhibit AWG-5) as part of the Interconnection Agreement or as a separate, stand-alone



document. The collocation agreement defines the rates, terms and conditions for collocation, as well as the process by which BellSouth offers collocation. The agreement includes detailed BellSouth commitments on the use of space, the duty to perform preparatory activities, the Application review and response process with associated interval(s), and the provisioning process with associated interval(s). Using this agreement as a starting point, a CLEC may negotiate a regional or state-specific agreement with BellSouth. Once a collocation agreement is negotiated by a CLEC, it is not necessary to renegotiate another collocation agreement each time a collocation arrangement is requested.

41. The Application process for both physical and virtual collocation is a two-phase process consisting of (1) the Application Inquiry phase and (2) the BFFO phase. For both phases, the collocator can use the paper or electronic BellSouth Expanded Interconnection forms (“BSTEI forms”). The order document is called BSTEI-1-P for physical collocation requests and BSTEI-1-V for virtual collocation requests. Applications and Bona Fide Firm Orders may be placed electronically through BellSouth’s new electronic application (“e-app”) system. Within each Customer Account Team<sup>3</sup>, BellSouth has designated a Regional Collocation Coordinator to process collocation requests.

42. To initiate the Application Inquiry phase, a requesting collocator submits a completed BSTEI-1 Application Inquiry document to its designated Regional Collocation Coordinator either in paper form or electronically utilizing the e-app system. A proposed equipment layout drawing for the type of collocation arrangement requested (virtual or physical) must accompany each

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<sup>3</sup> Each CLEC is assigned to a BellSouth Customer Account Team, which is responsible for working with the CLEC to address any questions, concerns, problems or issues that might arise between the CLEC and BellSouth in regard to its existing or potential future services. Within the Customer Account Team, a Regional Collocation Coordinator is assigned to handle specific CLEC collocation requests and issues in regard to collocation services ordered or contemplated by a particular CLEC.

Application Inquiry. The Regional Collocation Coordinator reviews the Application for completeness and accuracy.

43. If the Regional Collocation Coordinator identifies deficiencies, omissions, or errors in the Application Inquiry document, the Regional Collocation Coordinator works closely with the customer and various BellSouth departmental representatives, as necessary, to resolve the open issues. Such activities might include, for example, convening a conference between the collocater's engineering staff and BellSouth's power engineers to resolve questions about power specifications.
  
44. If the Application is complete and correct, the Regional Collocation Coordinator distributes the BSTEI-1 to the following BellSouth departmental representatives for review, planning, development of costs and response: (1) the Interconnection Network Access Coordinator, who acts as the state-specific implementation manager; (2) Capacity Management for determination of the equipment floor space, terminal equipment, tie cable, cable support structure, demarcation point equipment and power requirements, and estimated construction intervals; (3) Corporate Real Estate & Services for review of the building floor space availability, design and construction cost estimates, and interval projections; (4) Outside Plant Engineering for the determination of the entrance facility capacity and placement; and (5) Central Office Operations for general planning and review. Based on the space and infrastructure analysis from the departmental review team, BellSouth provides a written response to the Application Inquiry ("Application Response"). This response describes space availability, technical parameters, interval and cost estimates, technical contacts and next step procedures.

45. On August 10, 2000, the FCC Collocation Reconsideration Order, effective October 10, 2000, set forth default intervals for physical collocation where state regulatory authorities had not established such intervals. To date, the KPSC has not established such intervals as clarified by the letter from the KPSC Staff Attorney regarding the State Standards for Physical Collocation Provisioning Intervals Letter (Exhibit AWG-3). On December 1, 2000, BellSouth filed with the FCC a Petition for Conditional Waiver. On February 20, 2001, the FCC MO&O (Exhibit AWG-4) established the intervals in its Order granting Verizon's New York Section 271 Application as the default intervals applicable to BellSouth. Therefore, BellSouth will comply with the FCC MO&O physical collocation intervals until such time as the KPSC establishes permanent intervals for this type of collocation. At that time, BellSouth will comply with the final order of the KPSC.

46. Pursuant to the FCC MO&O, BellSouth will respond as to whether space for physical collocation is available within a particular Premise within eight (8) business days of receipt of a Bona Fide Application. When space has been determined to be available BellSouth will provide a written response ("Application Response") within twenty-three (23) business days of receipt of a Bona Fide Application, which includes a price quote and sufficient information to enable a collocator to place a BFFO. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees. BellSouth does not place any limits on the number of collocation Applications that it will accept per month.

47. As specified in the Kentucky Access Tariff, Section E20.2.7.C (Exhibit AWG-1), if a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of

modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of the CLEC or necessitated by technical considerations, the Application will be considered a new Application and shall be handled as a new Application for purposes of the provisioning interval and BellSouth may charge the CLEC a Subsequent Application Fee. Such modifications or revisions include, but are not limited to, changes in the air conditioning requirements, power requirements, or network infrastructure. Since BellSouth must reevaluate the Application, the provisioning clock must be reset. 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) will be the Subsequent Application Fee. Major changes such as requesting additional space or adding equipment may require the CLEC to resubmit the Application with an Application Fee.

48. Pursuant to the FCC MO&O (Exhibit AWG-4), requesting collocators have five (5) business days after the date of BellSouth's written Application Response to submit a complete and accurate BFFO document for each location for which the collocator wishes to proceed. A BFFO requires the collocator to complete the Application Process and submit a BellSouth Expanded Interconnection BFFO document ("BSTEI-1P-F") indicating acceptance of the written Application Response provided by BellSouth. As noted above, the BFFO document may be submitted via paper or electronically utilizing the e-app system.

49. In accordance with the FCC MO&O (Exhibit AWG-4), for each individual BFFO Request received, BellSouth will establish a Firm Order Date based upon the date BellSouth receives the complete and accurate BFFO document and detailed equipment drawing. If the BFFO

Request is not received within five (5) business days of the Application Response date, the interval clock will stop and the final provisioning due date will be adjusted for each day that the collocator misses the five (5) business day interval. BellSouth will acknowledge receipt of the BFFO within five (5) business days of receipt by providing a Firm Order Confirmation, which indicates the Firm Order Date. If the BFFO is not accurate and complete, BellSouth will acknowledge receipt of the BSTEI-1 form with a letter that details the information necessary to make the order accurate and complete within the same time period. Because BellSouth cannot finalize its collocation design specifications until it has obtained the collocator's complete technical and spatial requirements, CLEC-specific building construction and infrastructure provisioning can only begin after an accurate and complete firm order has been received in writing from the requesting collocator. BellSouth subject matter experts consult with requesting collocators to expeditiously resolve any outstanding collocator technical issues. Requesting collocators may begin the Application Inquiry process prior to the execution of a physical collocation agreement with BellSouth. However, the agreement must be executed prior to proceeding with the BFFO phase.

50. As specified in the Broadslate Agreement, Attachment 4 (Exhibit AWG-5), Section 6.7, and in the Kentucky Access Tariff, Section E20.2.7.F (Exhibit AWG-1), unless otherwise agreed to by BellSouth and the collocator, a joint planning meeting or other method of joint planning will be held within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. At this meeting, the parties will agree to the preliminary design of the collocation space and the equipment configuration requirements as reflected in the Application and affirmed in the BFFO. The collocation space completion time period will be provided to the collocator during the joint planning meeting or as soon as possible thereafter. Immediately following the planning meeting, BellSouth, the collocator or the collocator's contractors will complete

architectural and infrastructure designs, file building permits as required, and begin construction and/or other necessary work. Building construction may not begin until building permits are received.

51. As specified in the Broadslate Agreement, Attachment 4 (Exhibit AWG-5), Sections 6.5.4 and 7.9, and in the Kentucky Access Tariff, Section E20.2.7.D.2 (Exhibit AWG-1), after receipt of the BFFO and prior to completion of the Security Training and Space Acceptance, a collocator or its approved agent will be permitted one accompanied site visit to its designated collocation arrangement location or access to the entrance manhole, free of charge. Further visits under the above circumstances are allowed, but a Security Escort fee may apply. A collocator may also request access keys/cards at any time after BFFO once the security and training requirements have been completed. See Paragraph 56 below for Early Space Acceptance and early placement of equipment.

52. Pursuant to the FCC MO&O (Exhibit AWG-4), BellSouth will complete construction of physical collocation space in Kentucky, in accordance with the requesting carrier's application, within seventy-six (76) business days from receipt of Application for ordinary conditions and ninety-one (91) business days from receipt of Application for extraordinary conditions. As soon as construction has been completed, BellSouth will turn the functional space over to the requesting carrier. At this point, BellSouth has completed its provisioning requirements as mandated by the KPSC or FCC. The Space Ready date for physical collocation is the date that BellSouth finishes construction in accordance with the requesting carrier's Application and turns functional space over to the requesting carrier. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; a major Company equipment rearrangement or addition; a power plant addition or upgrade; a major

mechanical addition or upgrade; a major upgrade for ADA compliance; environmental hazard or hazardous material abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In order for the requesting collocator to obtain the above intervals for physical collocation, the Bona Fide Application must have been preceded by a timely and accurate forecast three (3) months or more prior to the Application date. In the event that the collocator submits a forecast between two (2) and three (3) months prior to the Application date, the above physical collocation intervals may be extended by one additional month. In the event the collocator submits a forecast less than two (2) months prior to the Application date, the above physical collocation intervals may be extended by sixty (60) calendar days.

53. Virtual collocation space will be completed within fifty (50) calendar days from receipt of BFFO for ordinary conditions and seventy-five (75) calendar days from receipt of BFFO for extraordinary conditions.

54. Additions are treated under the same terms and conditions that apply for any other type of collocation request. An Application is the appropriate method to request any modifications to a collocation space. The Application will provide all of the equipment, facilities, and service modifications that will enable BellSouth to provision or augment the collocation space. The amount of work performed by BellSouth in response to the collocator's Application is dependent on the nature and scope of the request and the particular premises involved.

XX. EQUIPMENT PLACEMENT

55. Placement of the collocator's equipment may begin as soon as BellSouth's space and infrastructure work is complete. BellSouth identifies this date as the "Space Ready Date".

XXI. EARLY SPACE ACCEPTANCE

56. Depending on the particular conditions at a given central office and provided the space is adequately secured, BellSouth may, at its discretion, permit the collocation equipment installation to begin prior to the Space Ready Date. In such cases, the collocator must sign a liability waiver before equipment installation work may begin. This waiver addresses liability issues associated with potential damage to equipment or injury to collocator personnel as a result of ongoing construction related activities, debris or obstructions.
57. In order to protect BellSouth facilities, equipment and personnel, and the equipment and personnel of other collocators, a collocator must select a BCC to perform all engineering and installation work associated with the collocation arrangement. Installed equipment must also meet Bellcore (Telcordia) Network Equipment and Building Specifications ("NEBS") Criteria Level 1 standards (FCC Collocation Order and FCC Collocation Reconsideration Order FCC 99-48 ¶35 and FCC 00-297 ¶56). Use of a BCC for engineering and installation activities is necessary to ensure compliance with technical, safety and quality standards as set forth in BellSouth Technical Requirements 73503 Engineering and Installation Standards for Central Office Equipment, dated February 1995. BellSouth adheres to this requirement itself and expects any other entity installing equipment and facilities within a BellSouth central office to do likewise. Collocators interested in becoming a BCC may contact BellSouth to obtain the certification process information. To become a BCC, an applicant must have a working knowledge about the required standards and appropriate references and demonstrate this through a trial installation. The applicant must also be proficient at operating within these technical, safety and quality engineering and installation guidelines and specifications. Once a collocator has become a BCC, BellSouth will allow it to perform engineering and installation activities for the collocator's own equipment installations, as well as those for other collocators. Guidelines for obtaining BCC status are available upon request from the BellSouth Account Team. BellSouth provides updated copies of its BCC lists on a frequent basis by individual request.



58. For virtual collocation, per the FCC Virtual Tariff, Section 20 (Exhibit AWG-2), the collocator and its BCC are responsible for providing the transmission equipment (e.g., fiber optic terminals, DS3/DS1 channelization equipment, fiber terminating device). The collocator must also specify all software options for the transmission equipment and associated plug-ins. In addition, the collocator must provide the following:

- a) all necessary plug-ins/circuit packs (both working and spare) including any required options that must be physically set on the plug-ins;
- b) all unique tools and test equipment;
- c) initial and subsequently added equipment sized and equipped to handle a minimum of 12 months forecasted growth;
- d) lockable rack mounted storage unit to house spare plug-ins, tools, and test equipment;
- e) any desired equipment for remote monitoring and control;
- f) fuse panel(s) with sufficient capacity for all BellSouth Virtual Collocation equipment;
- g) network facility rack(s) (i.e., relay racks) to mount all of the above referenced equipment;  
and
- h) notification to the local BellSouth Central Office Foreman (and the collocator) upon successful completion of the installation and testing.

59. For physical collocation, the collocator and its BCC are responsible for:

- a) installation of the collocated equipment and components;
- b) running and connecting power feed(s) from the Battery Distribution Fused Board ("BDFB") to the collocated equipment or running and connecting the power feed(s) from the BellSouth power board interconnection cables to a collocator-provided BDFB;

- c) running and connecting interconnection cables to the point of demarcation (e.g., BellSouth Conventional Distributing Frame, Digital System Cross-connect (“DSX”) panel, or Light Guide Cross-connect (“LGX”) panel);
- d) in caged collocation, construction of low level cable support structure, framework ground conductors and low level frame and aisle lighting, as required within the caged space;
- e) performing operational tests as requested by the collocator;
- and
- f) notification to the local BellSouth Central Office Foreman (and the collocator) upon successful completion of the installation and testing.

60. BellSouth specifies a minimum standard for equipment to be installed by a collocator in its physical collocation space. In compliance with 47 C.F.R. § 51.323(b), as revised by the FCC Collocation Reconsideration Order, BellSouth does not object to the collocation of equipment by a collocator on the grounds the equipment does not comply with safety and engineering standards that are more stringent than the safety and engineering standards that BellSouth applies to its own equipment. If BellSouth denies collocation of a competitor’s equipment on the grounds that the equipment does not meet safety standards, BellSouth will provide the competitor within five (5) business days of the denial, a list of all equipment that BellSouth locates at the premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standards that BellSouth contends the competitor’s equipment fails to meet. The affidavit will set forth in detail the exact safety requirement that the requesting carrier’s equipment does not satisfy, BellSouth’s basis for concluding that the requesting carrier’s equipment does not meet this safety requirement, and BellSouth’s basis for concluding why collocation of the equipment that does not meet this safety requirement would compromise network safety.

61. BellSouth must be notified in writing that the collocated equipment is installed, tested and ready for service provisioning, at which time BellSouth will establish the arrangement Installation Complete Date based upon the written correspondence it receives. For virtually collocated equipment, either the collocator or the collocator's vendor may provide this notification. For physically collocated equipment, the collocator itself must notify BellSouth.

62. BellSouth establishes a Commencement Date for each collocation arrangement. This is the date that the collocator's equipment becomes operational (cross-connected to BellSouth's network for the purpose of service provision). For virtual collocation, the BCC must (for insurance purposes) supply BellSouth a complete and accurate list of all equipment and facilities installed as part of the arrangement. This inventory list is used to verify receipt of all equipment, circuit packs, spare parts, and test equipment and is a critical part of the "Acceptance Process". Until central office personnel receive this inventory list, the installation cannot be accepted and BellSouth assumes no responsibility for the equipment or spare parts. This list becomes an attachment to the Equipment Lease. For virtual collocation, BellSouth prepares the Equipment Lease agreement upon receipt of notification of the Installation Complete Date, which includes the "as installed" equipment and facilities list. The Virtual Collocation Commencement Date is the date the Lease is executed.

## XXII. SERVICE CONNECTIONS

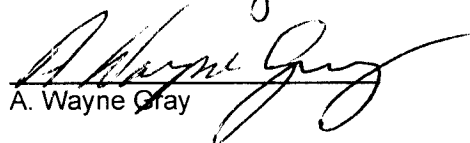
63. Among the uses a CLEC may make of its collocation space is interconnection to BellSouth's network. CLECs may interconnect to BellSouth's network at 2-wire, 4-wire, DS1, DS3 and 2-fiber/4-fiber optical levels from either virtual or physical collocation. BellSouth assigns and pre-wires interconnection facilities from within its network to the collocation demarcation point. BellSouth does not require competitors to use an intermediate interconnection arrangement in

lieu of direct connection to the incumbent's network unless technically necessary. For physical collocation, the demarcation point between the collocator's arrangement and BellSouth's network is the Conventional Distributing Frame, DSX panel, or LGX panel. In a DSX panel, electrical digital connections are made and jumpers are used to tie connections together. In a LGX panel, optical fiber connections are made and jumpers are used to tie connections together. For virtual collocation, the demarcation point is either the BellSouth Distribution Frame, DSX or LGX. For virtual collocation, the collocator's facilities will run directly between the BellSouth Distribution Frame, DSX, or LGX and the collocator's equipment.

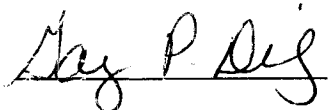
64. This concludes my affidavit.

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<sup>th</sup>, 2001.

  
A. Wayne Gray

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



Notary

**GAY P. DELZ**  
NOTARY PUBLIC DEKALB COUNTY GEORGIA  
MY COMMISSION EXPIRES FEBRUARY 10, 2008



# **EXHIBIT AWG-1**

## **Expanded Interconnection Services Tariff**

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
KENTUCKY

## ACCESS SERVICES TARIFF

Original Page 1

ISSUED: October 2, 2000

EFFECTIVE: October 9, 2000

BY: E.C. Roberts, Jr., President - KY  
Louisville, Kentucky

**E20. EXPANDED INTERCONNECTION SERVICE (EIS)**

(N)

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## **E20. EXPANDED INTERCONNECTION SERVICE (EIS)**

(N)

### **E20.2 Physical Expanded Interconnection Service (PEIS)**

(N)

#### **E20.2.1 General**

(N)

- A.** The Company shall provide Physical Expanded Interconnection Service (PEIS) in accordance with, and subject to, the rates, terms and conditions of this Tariff and any additional applicable regulations in other Company Tariffs. The rates, terms and conditions of this Tariff apply only in the case of an application submitted pursuant to this Tariff; and any application submitted pursuant to this Tariff will be controlled solely and entirely by the rates, terms and conditions of this Tariff. The terms and conditions of this Tariff shall not apply to any application submitted pursuant to a contract between the Company and the PEIS collocator. The PEIS collocator shall be solely responsible for identifying in writing on the application form if the application is submitted pursuant to this Tariff. In the event a PEIS collocator does not identify whether the application is submitted pursuant to this Tariff or to a contract, then the Company will consider that such application is not a Bona Fide Application. This Tariff is applicable to Premises owned by the Company. If the Premises occupied by the Company is leased by the Company from a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this Tariff. (N)
- B.** If any due date contained in this Tariff falls on a weekend or holiday, then the due date will be the next business day thereafter. (N)
- C.** 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. (N)

#### **E20.2.2 Service Description**

(N)

PEIS is a service offering which provides for the installation of collocator-owned equipment and facilities within leased floor space in the Company Central Offices for the purpose of connecting to the Company network. PEIS is available as: Cageless, Caged, Shared Caged and Adjacent. The equipment compliment may include any type of equipment that is directly related to and thus necessary, required or indispensable for interconnection or access to unbundled network elements in the provision of telecommunications services. The collocator is solely responsible for the timing, alarming, monitoring, performance, maintenance, provisioning and repair of their equipment. Equipment ownership, maintenance and insurance are the responsibility of the collocator or their approved agent. Equipment and facilities placed as part of a collocation arrangement must be installed by a Company Certified Contractor. The PEIS collocator and their selected Company Certified Contractor must follow and comply with all Company requirements outlined in The Company's TR73503, TR73519 and TR73564. (N)

#### **E20.2.3 Types of Collocation**

(N)

- A.** Cageless (N)
1. The Company shall allow the PEIS collocator to collocate the PEIS collocator's equipment and facilities without requiring the construction of a cage or similar structure. The Company shall allow the PEIS collocator to have direct access to its equipment and facilities. The Company shall make cageless collocation available in single bay increments pursuant to the rate regulations, rates and charges contained in this Tariff. (N)
  2. Except where the PEIS collocator's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), the Company shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, the PEIS collocator must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia (BellCore) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to E20.2.7.D. following. (N)
- B.** Cages (N)
1. The Company shall construct cage enclosures in compliance with the PEIS collocator's collocation request. At the PEIS collocator's request, the Company shall permit the PEIS collocator to subcontract the construction of physical collocation arrangements with a contractor certified by the Company ("The Company Certified Contractor"), provided however, that the Company shall not unreasonably withhold approval of contractors. (N)

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Louisville, Kentucky

## **E20. EXPANDED INTERCONNECTION SERVICE (EIS)**

(N)

### **E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)**

(N)

#### **E20.2.3 Types of Collocation (Cont'd)**

(N)

##### **B. Cages (Cont'd)**

(N)

2. When the PEIS collocator subcontracts the construction, the PEIS collocator must arrange with a Company Certified Contractor to construct a collocation arrangement enclosure in accordance with the Company's guidelines and specifications prior to starting equipment installation and at the PEIS collocator's sole expense. The Company will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than the Company's standard enclosure specification, the PEIS collocator and the PEIS collocator's Company Certified Contractor must comply with the more stringent local building code requirements. The PEIS collocator's Company Certified Contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The Company shall cooperate with the PEIS collocator and provide, at the PEIS collocator's expense, the documentation, including architectural drawings, necessary for the PEIS collocator to obtain the zoning, permits and/or other licenses. The Company shall pass on to the PEIS collocator the costs of providing the documentation. The Company Certified Contractor shall bill the PEIS collocator directly for all work performed for the PEIS collocator pursuant to this Tariff and the Company shall have no liability for nor responsibility to pay such charges imposed by the Company Certified Contractor. The PEIS collocator must provide the local Company building\_contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, the Company will not access the PEIS collocator's locked enclosure prior to notifying the PEIS collocator.

(N)

3. The Company may elect to review the PEIS collocator's plans and specifications prior to allowing construction to start to ensure compliance with the Company's guidelines and specifications. The Company shall complete its review within fifteen (15) calendar days. The PEIS collocator 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 the Company reviews the PEIS collocator's plans and specifications prior to construction, then the Company will have the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. If the Company elects not to review the PEIS collocator's plans and specifications prior to construction, the PEIS collocator will be entitled to request the Company to review; and in the event the PEIS collocator does not request a Company review, the Company shall have the right to inspect the enclosure after construction to make sure it is constructed according to the Company's guidelines and specifications. The Company may require the PEIS collocator to remove or correct within seven (7) calendar days at the PEIS collocator's expense any structure that does not meet these plans and specifications or, where applicable, the Company guidelines and specifications.

(N)

##### **C. Shared (Subleased) Caged Collocation**

(N)

1. The PEIS collocator may allow other telecommunications carriers to share the PEIS collocator's caged collocation arrangement pursuant to terms and conditions agreed to by the PEIS collocator ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the Company Premises is located within a leased space and the Company is prohibited by said lease from offering such an option. The PEIS collocator shall notify the Company 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 the PEIS collocator that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Tariff.
2. The PEIS collocator shall be the sole interface and responsible Party to the Company for the purpose of submitting applications for initial and additional equipment placements of Guest; for the assessment and billing of rates and charges contained within this Tariff and for the purposes of ensuring that the safety and security requirements of this Tariff are fully complied with by the Guest, its employees and agents. 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 this Tariff, if this application is not the initial application made for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with the Company for the provision of the interconnecting facilities between the Company and Guest and for the provision of the services and access to unbundled network elements.
3. The PEIS collocator shall indemnify and hold harmless the Company from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of the PEIS collocator's Guests in the Collocation Space except to the extent caused by the Company's negligence, gross negligence, or willful misconduct.

(N)

(N)

(N)

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## **E20. EXPANDED INTERCONNECTION SERVICE (EIS)**

(N)

### **E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)**

(N)

#### **E20.2.3 Types of Collocation (Cont'd)**

(N)

##### **D. Adjacent Collocation**

(N)

1. The Company will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property where space within the Premises is legitimately exhausted, subject to technical feasibility, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises' property and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be designed, constructed or procured by the PEIS collocator and in conformance with the Company's design and construction specifications. Further, the PEIS collocator shall design, construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Tariff. (N)
2. Should the PEIS collocator elect such option, the PEIS collocator must arrange with a Company Certified Contractor to construct an Adjacent Arrangement structure in accordance with the Company's guidelines and specifications. The Company will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than the Company's standard specification, the PEIS collocator and the PEIS collocator's the Company Certified Contractor must comply with the more stringent local building code requirements. The PEIS collocator's the Company Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. The PEIS collocator's Company Certified Contractor shall bill the PEIS collocator directly for all work performed for the PEIS collocator pursuant to this Tariff and the Company shall have no liability for nor responsibility to pay such charges imposed by the Company Certified Contractor. The PEIS collocator must provide the local Company building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, the Company shall not access the PEIS collocator's locked enclosure prior to notifying the PEIS collocator. (N)
3. The Company may elect to review the PEIS collocator's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with the Company's guidelines and specifications. The Company shall complete its review within fifteen (15) calendar days. If the Company reviews the PEIS collocator's plans and specifications prior to construction, then the Company 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 the Company elects not to review the PEIS collocator's plans and specifications prior to construction, the PEIS collocator will be entitled to request the Company to review; and in the event the PEIS collocator does not request a Company review, the Company shall have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to the Company's guidelines and specifications. The Company may require the PEIS collocator to remove or correct within seven (7) calendar days at the PEIS collocator's expense any structure that does not meet these plans and specifications or, where applicable, the Company's guidelines and specifications. (N)
4. The PEIS collocator 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 Company point of interconnection. At the PEIS collocator's option, and where the local authority having jurisdiction permits, the Company 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. The PEIS collocator's Company Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. (N)
5. The Company shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in B.2. preceding. (N)

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## ACCESS SERVICES TARIFF

Original Page 4

ISSUED: October 2, 2000  
BY: E.C. Roberts, Jr., President - KY  
Louisville, Kentucky

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**E20. EXPANDED INTERCONNECTION SERVICE (EIS)**

(N)

**E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)**

(N)

**E20.2.4 Space Notification**

(N)

- A.** Upon submission of an application pursuant to E20.2.7, the Company will permit the PEIS collocator to physically collocate, pursuant to the terms of this Tariff, at any Company Premises, unless the Company has determined that there is no space available due to space limitations or that physical collocation is not practical for technical reasons. The Company will respond to an application within ten (10) calendar days, excluding national holidays, as to whether space is available or not available within a Company Premises. If the amount of space requested is not available, the Company will notify the PEIS collocator of the amount of space that is available. (N)
- B. Reporting** (N)
1. Upon request from the PEIS collocator, the Company 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 the Company is taking to make additional space available for collocation arrangements. (N)
  2. The request from the PEIS collocator for a Space Availability Report must be written and must include the Premises and Common Language Location Identification ("CLLI") code of the Premises. Such information regarding Premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4. (N)
  3. The Company will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days, excluding national holidays, of receipt of such request. The Company will make best efforts to respond in ten (10) calendar days, excluding national holidays, 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 the Company cannot meet the ten calendar day response time, the Company shall notify the PEIS collocator and inform the PEIS collocator of the time frame under which it can respond. (N)
- C.** If the Company determines that there is no available space in the requested Premises ("Denial of Application"), the Company will comply with the requirements of Orders issued by the Kentucky Public Service Commission. (N)
- D.** Upon Denial of Application the Company will file in a timely manner a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). (N)
- E.** On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, the Company 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. The Company will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. The PEIS collocator must submit an updated, complete, and correct application to the Company within 30 calendar days or notify the Company in writing that the PEIS collocator wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If the PEIS collocator does not submit such an application or notify the Company in writing as described preceding, the Company will offer such space to the next carrier on the waiting list and remove the PEIS collocator from the waiting list. Upon request, the Company will advise the PEIS collocator as to its position on the list. (N)
- F.** The Company will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. The Company shall update such document within ten (10) calendar days, excluding national holidays, of the Denial of Application due to Space Exhaust. The Company 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. The Company shall allocate said available space pursuant to E.20.2.4.E preceding. (N)
- G.** If any due date in Section E20.2.4 falls on a weekend or national holiday then the due date shall be the next business day thereafter. (N)

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Louisville, Kentucky

## **E20. EXPANDED INTERCONNECTION SERVICE (EIS)**

(N)

### **E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)**

(N)

#### **E20.2.5 Occupancy**

(N)

- A.** The Company shall offer collocation to the PEIS collocator on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to E20.2.5 of this Tariff, the Company allows the PEIS collocator to occupy that certain area designated by the Company within a Company Premises, or on the Company property upon which the Company Premises is located, of a size which is specified by the PEIS collocator and agreed to by the Company (hereinafter "Collocation Space"). For purposes of this Tariff, the Company Premises include the Company Central Offices and Serving Wire Centers. The necessary rates, terms and conditions for the Company locations other than the Company Premises shall be negotiated upon request for collocation at such location(s). The size specified by the PEIS collocator may contemplate a request for space sufficient to accommodate the PEIS collocator's growth within a two-year period. (N)
- B.** In the event of space exhaust within a Central Office Premises, the Company may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. The PEIS collocator will be responsible for any justification of unutilized space within its space, if such justification is required by the Kentucky Public Service Commission. (N)
- C.** The PEIS collocator shall use the Collocation Space for the purposes of installing, maintaining and operating the PEIS collocator's equipment (to include testing and monitoring equipment) that is directly related to and thus necessary, required or indispensable to interconnect with the Company services and facilities, including access to unbundled network elements, for the provision of telecommunications services. Pursuant to E20.2.6, the PEIS collocator may at its option, place the PEIS collocator-owned fiber entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to the Company services and facilities, the PEIS collocator may connect to other interconnectors within the designated Company Premises (including to its other virtual or physical collocated arrangements) through co-carrier cross connect facilities designated by the PEIS collocator pursuant to E20.2.6.E following. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by the Company. (N)
- D.** The Company will notify the PEIS collocator in writing that the Collocation Space is ready for occupancy. The PEIS collocator must notify the Company in writing that collocation equipment installation is complete and is operational with the Company's network. The Company may, at its option, not accept orders for interconnected service until receipt of such notice. For purposes of this paragraph, the PEIS collocator's telecommunications equipment will be deemed operational when cross-connected to the Company's network for the purpose of service provision. (N)
- E.** Termination of Occupancy. (N)
1. In addition to any other provisions addressing Termination of Occupancy in this tariff, Termination of Occupancy may occur in the following circumstances: (N)
    - a. The PEIS collocator may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. (N)
    - b. The Company may terminate a PEIS collocator's right to occupy space in the event that the PEIS collocator fails to comply with the provisions of this tariff. (N)
    - c. The Company has the right to terminate a PEIS collocator's right to occupy Collocation Space in the event that the Company is no longer required to provide Physical Collocation. (N)
  2. Upon termination of such occupancy, the PEIS collocator at its expense shall remove its equipment and other property from the Collocation Space. The PEIS collocator shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of the PEIS collocator's Guests; provided, however, that the PEIS collocator shall continue payment of monthly charges to the Company until such date as the PEIS collocator has fully vacated the Collocation Space. Should the PEIS collocator or the PEIS collocator's Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, the Company shall have the right to remove the equipment and other property of the PEIS collocator or the PEIS collocator's Guest at the PEIS collocator's expense and with no liability for damage or injury to the PEIS collocator or the PEIS collocator's Guest's property unless caused by the gross negligence or intentional misconduct of the Company. Upon termination of a PEIS collocator's right to occupy Collocation Space, the PEIS collocator shall surrender such Collocation Space to the Company in the same condition as when first occupied by the PEIS collocator except for ordinary wear and tear unless otherwise agreed to by the Parties. The PEIS collocator shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), at the termination of occupancy and restoring the grounds to their original condition. (N)

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Louisville, Kentucky

**E20. EXPANDED INTERCONNECTION SERVICE (EIS)**

(N)

**E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)**

(N)

**E20.2.6 Use of Collocation Space**

(N)

**A. Equipment Type**

(N)

1. The Company permits the collocation of any type of equipment that is directly related to and thus necessary, required or indispensable for interconnection to the Company's network or for access to unbundled network elements in the provision of telecommunications services. (N)
2. Such equipment must at a minimum meet the following Telcordia (BellCore) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the Telcordia (BellCore) 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. (N)
3. The PEIS collocator shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises (N)
4. The PEIS collocator shall place a plaque or other identification affixed to the PEIS collocator's equipment necessary to identify the PEIS collocator's equipment, including a list of emergency contacts with telephone numbers. (N)

**B. Entrance Facilities**

(N)

1. The PEIS collocator may elect to place the PEIS collocator-owned or the PEIS collocator-leased fiber entrance facilities into the Collocation Space. The Company 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. The PEIS collocator will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. The PEIS collocator will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the PEIS collocator's equipment in the Collocation Space. In the event the PEIS collocator utilizes a non-metallic, riser-type entrance facility, a splice will not be required. The PEIS collocator must contact the Company for instructions prior to placing the entrance facility cable in the manhole. The PEIS collocator is responsible for maintenance of the entrance facilities. At the PEIS collocator's option the Company 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 shall be used between the adjacent collocation arrangement and the central office termination point. (N)
2. The Company 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 Tariff, the Company shall provide the PEIS collocator with information regarding the Company'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, the Company will make the requested conduit space available for installing a second entrance facility to the PEIS collocator's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of the Company. Where dual entrance is not available due to lack of capacity, the Company will so state in the Application Response. (N)
3. The PEIS collocator may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to another PEIS collocator's collocation arrangement within the same Company Premises. The PEIS collocator must arrange with the Company for the Company to splice the utilized entrance facility capacity to the PEIS collocator-provided riser cable. (N)

- C. The Company will designate the point(s) of demarcation between the PEIS collocator's equipment and/or network and the Company'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 the Company's network, the demarcation point shall be a common block on the Company designated conventional distributing frame. The PEIS collocator shall be responsible for providing, and a supplier certified by the Company ("the PEIS collocator's Company Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to E20.2.7.C. For all other terminations the Company shall designate a demarcation point on a per arrangement basis. The PEIS collocator or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to E20.2.6.D, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At the PEIS collocator'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. The PEIS collocator must make arrangements with a Company Certified Supplier for such placement. (N)

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## **E20. EXPANDED INTERCONNECTION SERVICE (EIS)**

(N)

### **E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)**

(N)

#### **E20.2.6 Use of Collocation Space (Cont'd)**

(N)

- D.** The PEIS collocator, or if required by this Tariff, the PEIS collocator's Company Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by the PEIS collocator which must be performed in compliance with all applicable Company policies and guidelines. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections. The PEIS collocator and its selected Company Certified Supplier must follow and comply with all Company requirements outlined in the Company's TR 73503, TR 73519, TR 73572 and TR 73564
- E.** Co-carrier cross-connect
1. In addition to, and not in lieu of, obtaining interconnection with, or access to, the Company's telecommunications services, unbundled network elements, and facilities, the PEIS collocator may directly connect to other interconnectors within the designated Company Premises (including to its other virtual or physical collocated arrangements) through facilities owned by the PEIS collocator or through the Company cross-connects of a type designated by the PEIS collocator, at the PEIS collocator's option. Such connections may be made using either optical or electrical facilities. The PEIS collocator may deploy such optical or electrical connections directly between its own facilities and the facilities of other interconnector(s) without being routed through the Company equipment.
2. If the PEIS collocator requests a PEIS collocator-placed co-carrier cross-connect after the initial installation, the PEIS collocator must submit an application. The applicable nonrecurring charge per E20.2.22.A.10 following shall apply in lieu of any application fee. The PEIS collocator must use a Company Certified Supplier to place the co-carrier cross-connect, except in cases where the PEIS collocator's equipment and the equipment of the other interconnector are located within contiguous Collocation Spaces. In cases where the PEIS collocator's equipment and the equipment of the other interconnector are located in contiguous Collocation Spaces, the PEIS collocator will have the option to deploy the co-carrier cross-connects between the sets of equipment. Cable support charges shall be assessed per linear foot of support structure used.
- F.** Pursuant to E20.2.10, the PEIS collocator shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. The PEIS collocator 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 the PEIS collocator or the PEIS collocator's Guests provided with access keys or cards ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. The PEIS collocator agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of the PEIS collocator employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with the PEIS collocator or upon the termination of this Tariff or the termination of occupancy of an individual collocation arrangement.
- G.** The PEIS collocator shall notify the Company in writing within 24 hours of becoming aware in the case of lost or stolen Access Keys. Should it become necessary for the Company 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), the PEIS collocator shall pay for all costs associated with the re-keying or deactivating the card.
- H.** Notwithstanding any other provisions of this Tariff, the PEIS collocator shall not use any product or service provided under this Tariff, 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 the Company reasonably determines that any equipment or facilities of the PEIS collocator violates the provisions of this paragraph, the Company shall give written notice to the PEIS collocator, which notice shall direct the PEIS collocator to cure the violation within forty-eight (48) hours of the PEIS collocator'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. 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 the PEIS collocator 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 the Company's or another entity's service, then and only in that event the Company may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to the PEIS collocator's equipment. The Company will endeavor, but is not required, to provide notice to the PEIS collocator prior to taking such action and shall have no liability to the PEIS collocator for any damages arising from such action, except to the extent that such action by the Company constitutes willful misconduct. For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective.

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Louisville, Kentucky

## **E20. EXPANDED INTERCONNECTION SERVICE (EIS)**

(N)

### **E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)**

(N)

#### **E20.2.6 Use of Collocation Space (Cont'd)**

(N)

##### **H. (Cont'd)**

(N)

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 PEIS collocator fails to take curative action within 48 hours then the Company will establish before the Kentucky PSC that the technology deployment is causing the significant degradation. Any claims of network harm presented to PEIS collocator or, if subsequently necessary, the Kentucky PSC, must be supported with specific and verifiable information. Where the Company demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, PEIS collocator 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.

(N)

**I.** Facilities and equipment placed by the PEIS collocator 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 the PEIS collocator at any time. Any damage caused to the Collocation Space by the PEIS collocator's employees, agents or representatives during the removal of such property shall be promptly repaired by the PEIS collocator at its expense.

(N)

**J.** Alterations. In no case shall the PEIS collocator or any person acting on behalf of the PEIS collocator make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the Company Premises without the written consent of the Company, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by the PEIS collocator. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require a Subsequent Application and Subsequent Application Fee, pursuant to Section E20.2.7.A2 following.

(N)

**K.** The PEIS collocator shall be responsible for the general upkeep of the Collocation Space and the PEIS collocator shall arrange directly with a Company Certified Contractor for janitorial services applicable to Caged Collocation Space. The Company shall provide a list of such contractors on a site-specific basis upon request.

(N)

**L.** From time to time the Company may require access to the Collocation Space. The Company retains the right to access such space for the purpose of making the Company equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). The Company will give notice to the PEIS collocator at least 48 hours before access to the Collocation Space is required. The PEIS collocator may elect to be present whenever the Company performs work in the Collocation Space. The Parties agree that the PEIS collocator will not bear any of the expense associated with this work.

(N)

#### **E20.2.7 Ordering and Preparation of Space**

(N)

**A.** Application for Space - The PEIS collocator shall submit an application document when the PEIS collocator or the PEIS collocator's Guest(s), as defined in E20.2.3.C, desires to request or modify the use of the Collocation Space. An application will be processed in accordance with the terms and conditions of the tariff in effect on the date of receipt of the Bona Fide Application.

(N)

1. For the PEIS collocator or the PEIS collocator's Guest(s) initial equipment placement, the PEIS collocator shall submit to the Company a Physical Expanded Interconnection Application Document ("Application"), together with payment of the Application Fee as stated in this Tariff. 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 and the appropriate charges, described in this Tariff, have been remitted. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in the PEIS collocator's Collocation Space(s) and an estimate of the amount of square footage required.

(N)

2. In the event the PEIS collocator or the PEIS collocator's Guest(s) desires to modify the use of the Collocation Space ("Augmentation"), the PEIS collocator shall complete an Application document ("Subsequent Application") detailing all information regarding the modification to the Collocation Space together with payment of the minimum Subsequent Application Fee as stated in this Tariff. Said minimum Subsequent Application Fee shall be considered a partial payment of the applicable Subsequent Application Fee which shall be calculated as set forth following. The Company shall determine what modifications, if any, to the Premises are required to accommodate the change requested by the PEIS collocator in the Application. Such necessary modifications to the Premises may include floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

(N)



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## **E20. EXPANDED INTERCONNECTION SERVICE (EIS)**

(N)

### **E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)**

(N)

#### **E20.2.7 Ordering and Preparation Space (Cont'd)**

(N)

##### **A. (Cont'd)**

(N)

##### **2. (Cont'd)**

(N)

The fee paid by the PEIS collocator 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 the Company, no Subsequent Application Fee will be required and the pre-paid fee shall be refunded to the PEIS collocator. The fee for an Application where the modification requested has limited effect (e.g., does not require assessment related to capital expenditure by the Company) shall be the Subsequent Application Fee as set forth in this Tariff. If the modification requires capital expenditure assessment, a full Application Fee shall apply. In the event such modifications require the assessment of a full Application Fee as set forth in this Tariff, the outstanding balance shall be due by the PEIS collocator within 30 calendar days following the PEIS collocator's receipt of a bill or invoice from the Company. 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 and the appropriate charges, described in this Tariff, have been remitted.

(N)

**B. Application Response** - In addition to the notice of space availability pursuant to E20.2.4.A, the Company will 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. When space has been determined to be available, the Company will provide a comprehensive written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include the configuration of the space and the Cable Installation Charge. When multiple applications are submitted within a fifteen (15) calendar day window, the Company will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation. Also included will be an Additional Engineering Fee, which recovers costs associated with provisioning the PEIS collocator's request, including, but not limited to, work associated with building cable pairs and tie cable terminations as ordered in the Application.

(N)

**C. Application modifications** - If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of the PEIS collocator or necessitated by technical considerations, the Company will respond to the Bona Fide Application within thirty (30) calendar days after the Company receives such revised application or at such other date as the Parties agree. If, at any time, the Company needs to reevaluate the PEIS collocator's Bona Fide Application as a result of changes requested by the PEIS collocator to the PEIS collocator's original application, then the Company will charge the PEIS collocator a rate based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment will require the PEIS collocator to resubmit the application with an Application Fee.

(N)

**D. Bona Fide Firm Order** - The PEIS collocator 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 the PEIS collocator has completed the Application/Inquiry process described in E20.2.7.A, preceding, has submitted the Firm Order document indicating acceptance of the Application Response provided by the Company and has remitted all appropriate charges included therein. The Bona Fide Firm Order must be received by the Company no later than thirty (30) calendar days after the date of the Company's Application Response to the PEIS collocator's Bona Fide Application or the PEIS collocator forfeits its requested space.

(N)

1. The Company will establish a firm order date based upon the date the Company is in receipt of a Bona Fide Firm Order. The Company will acknowledge the receipt of the PEIS collocator's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A Company 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.
2. The Company will permit one accompanied site visit to the PEIS collocator's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to the PEIS collocator.
3. Space preparation for the Collocation Space will not begin until the Company receives the Bona Fide Firm Order and all applicable charges.
4. The PEIS collocator must submit to the Company the completed Access Control Request Form for all employees or agents requiring access to the Company Premises a minimum of 30 calendar days prior to the date the PEIS collocator desires access to the Collocation Space.

(N)

(N)

(N)

(N)

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## **E20. EXPANDED INTERCONNECTION SERVICE (EIS)**

(N)

### **E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)**

(N)

#### **E20.2.7 Ordering and Preparation Space (Cont'd)**

(N)

- E.** Construction and Provisioning Interval - Excluding the time interval required to secure the appropriate government licenses and permits, the Company will use best efforts to complete construction for collocation arrangements as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, the Company will use best efforts to complete construction of all other Collocation Space ("extraordinary conditions") within 130 calendar days of the receipt of a Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major 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. (N)
- F.** Joint Planning - Joint planning between the Company and the PEIS collocator will commence within a maximum of twenty (20) calendar days from the Company's receipt of a Bona Fide Firm Order. The Parties will agree to the preliminary location 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 the PEIS collocator during joint planning. The Company will complete design work related to work for which the Company is responsible following joint planning. (N)
1. 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. (N)
2. Acceptance Walk Through - The PEIS collocator and the Company will complete an acceptance walk through of each Collocation Space requested from the Company by the PEIS collocator. The Company will correct any deviations to the PEIS collocator'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. (N)
- G.** Use of The Company Certified Supplier - The PEIS collocator shall select a supplier which has been approved as a Company Certified Supplier to perform all engineering and installation work. The PEIS collocator and their selected Company Certified Supplier must follow and comply with all Company requirements outlined in the Company's TR 73503, TR 73519, TR 73572 and TR 73564. In some cases, the PEIS collocator must select separate Company Certified Suppliers for transmission equipment, switching equipment and power equipment. The Company shall provide the PEIS collocator with a list of the Company Certified Suppliers upon request. The Company Certified Supplier(s) shall be responsible for installing the PEIS collocator's equipment and components, installing co-carrier cross connects, extending power cabling to the Company power distribution frame, performing operational tests after installation is complete, and notifying the Company's equipment engineers and the PEIS collocator upon successful completion of installation, etc. The Company Certified Supplier shall bill the PEIS collocator directly for all work performed for the PEIS collocator pursuant to this Tariff and the Company shall have no liability for nor responsibility to pay such charges imposed by the Company Certified Supplier. The Company shall consider certifying the PEIS collocator or any supplier proposed by the PEIS collocator. (N)
- H.** Alarm and Monitoring - The Company shall place environmental alarms in the Premises for the protection of the Company equipment and facilities. The PEIS collocator shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service the PEIS collocator's Collocation Space. Upon request, the Company will provide the PEIS collocator with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by the PEIS collocator. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party. (N)
- I.** Basic Telephone Service - Upon request of the PEIS collocator, the Company will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested. (N)
- J.** Space Preparation - The Company shall charge a Space Preparation Charge on a recurring basis for costs of any renovation or upgrade to Premises space or support mechanisms which is required to accommodate physical collocation, unless otherwise specified in this tariff. For this section, support mechanisms provided by the Company may include, but not be limited to, HVAC equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, or ground plane addition. (N)

**E20. EXPANDED INTERCONNECTION SERVICE (EIS)** (N)

**E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)** (N)

**E20.2.7 Ordering and Preparation of Space (Cont'd)** (N)

- K.** Virtual Collocation Transition - In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations, and that physical Collocation Space has subsequently become available, the PEIS collocator may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate Company tariffs. In the event that the Company knows when additional space for physical collocation may become available at the location requested by the PEIS collocator, such information will be provided to the PEIS collocator in the Company's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to the PEIS collocator within 180 calendar days of the Company's written denial of the PEIS collocator's request for physical collocation, (ii) the Company had knowledge that the space was going to become available, and (iii) the PEIS collocator was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then the PEIS collocator may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. The PEIS collocator must arrange with a Company 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. (N)
- L.** Cancellation - If, at anytime, the PEIS collocator cancels its order for the Collocation Space(s), the PEIS collocator will reimburse the Company for any expenses incurred up to the date that written notice of the cancellation is received in addition to any costs incurred by the Company as a direct result of canceling the order. In no event will the level of reimbursement under this paragraph exceed the maximum amount the PEIS collocator would have otherwise paid for work undertaken by the Company if no cancellation of the order had occurred. (N)
- M.** Licenses - The PEIS collocator, 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. (N)
- N.** Environmental Compliance. The Parties agree to utilize and adhere to the Environmental and Safety Principles identified in this Tariff. (N)
- O.** The Company may conduct an inspection of the PEIS collocator's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between the PEIS collocator's equipment and equipment of the Company. The Company may conduct an inspection if the PEIS collocator adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. The Company shall provide the PEIS collocator 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 the Company. (N)
- P.** The following chart is a summary of the intervals associated with the ordering process as described in this section. (N)

<b>Day:</b>	<b>1</b>	<b>10 C</b>	<b>30-42C</b>	<b>60-72 C</b>	<b>90 C Ordinary/ 130 C Extraordinary from Bona Fide Firm Order</b>
<b>Event:</b>	Bona Fide Application Receipt Date	Space Availability Response	Application Response	Bona Fide Firm Order	Space Ready Date

C = Calendar

**E20.2.8 Insurance** (N)

- A.** The PEIS collocator shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in E20.2.8 and underwritten by insurance companies licensed to do business in the State of Kentucky and having a Best's Insurance Rating of A-. (N)

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## **E20. EXPANDED INTERCONNECTION SERVICE (EIS)**

### **E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)**

#### **E20.2.8 Insurance (Cont'd)**

- B.** The PEIS collocator shall maintain the following specific coverage:
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). The Company shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
  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.
  3. All Risk Property coverage on a full replacement cost basis insuring all of the PEIS collocator's real and personal property situated on or within the Company's Central Office location(s).
  4. The PEIS collocator may elect to purchase business interruption and contingent business interruption insurance, having been advised that the Company assumes no liability for loss of profit or revenues should an interruption of service occur.
- C.** The limits set forth herein may be increased by the Company from time to time upon thirty (30) days notice to the PEIS collocator to at least such minimum limits as shall then be customary with respect to comparable occupancy of the Company structures.
- D.** All policies purchased by the PEIS collocator shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by the Company. All insurance must be in effect on or before the date equipment is delivered to the Company's Premises and shall remain in effect until such time as the PEIS collocator terminates its occupancy of the collocation space. If the PEIS collocator fails to maintain required coverage, the Company may pay the premiums thereon and seek reimbursement of same from the PEIS collocator.
- E.** The PEIS collocator 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. The PEIS collocator shall arrange for the Company to receive thirty (30) business days' advance notice of cancellation from the PEIS collocator's insurance company. The PEIS collocator shall forward a certificate of insurance and notice of cancellation/non-renewal to the Company at the following address:
- BellSouth Telecommunications, Inc.  
Attn.: Risk Management Coordinator  
17H53 BellSouth Center  
675 W. Peachtree Street  
Atlanta, Georgia 30375
- F.** The PEIS collocator must conform to recommendations made by the Company's fire insurance company to the extent the Company has agreed to, or shall hereafter agree to, such recommendations.
- G.** Self-Insurance - If the PEIS collocator's net worth exceeds five hundred million dollars (\$500,000,000), the PEIS collocator may elect to request self-insurance status in lieu of obtaining any of the insurance required in E20.2.8.B.1. and E20.2.8.B.3. preceding. The PEIS collocator shall provide audited financial statements to the Company thirty (30) days prior to the commencement of any work in the Collocation Space. The Company shall then review such audited financial statements and respond in writing to the PEIS collocator in the event that self-insurance status is not granted to the PEIS collocator. If the Company approves the PEIS collocator for self-insurance, the PEIS collocator shall annually furnish to the Company, and keep current, evidence of such net worth that is attested to by one of the PEIS collocator's corporate officers. The ability to self-insure shall continue so long as the PEIS collocator meets all of the requirements of this Section. If the PEIS collocator subsequently no longer satisfies this Section, the PEIS collocator is required to purchase insurance as indicated by E20.2.8.B.1. and E20.2.8.B.3. preceding.
- H.** The net worth requirements set forth in E20.2.8.G. preceding may be increased by the Company from time to time upon thirty (30) days' notice to the PEIS collocator to at least such minimum limits as shall then be customary with respect to comparable occupancy of the Company structures.

#### **E20.2.9 Mechanics Liens**

If any mechanics lien or other liens shall be filed against property of either Party (the Company or the PEIS collocator), 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

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## **E20. EXPANDED INTERCONNECTION SERVICE (EIS)**

(N)

### **E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)**

(N)

#### **E20.2.9 Mechanics Liens (Cont'd)**

(N)

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.

(N)

#### **E20.2.10 Security and Safety Requirements**

(N)

- A.** The security and safety requirements set forth in this section are as stringent as the security requirements the Company maintains at its own premises either for its own employees or for authorized contractors. Only the Company employees, the Company Certified Contractors and authorized employees, authorized Guests, pursuant to E20.2.3.C., preceding, or authorized agents of the PEIS collocator will be permitted in the Company Premises. The PEIS collocator 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 PEIS collocator name. The Company reserves the right to remove from its premises any employee of the PEIS collocator not possessing identification issued by the PEIS collocator or who have violated any of the Company's policies as outlined in the PEIS Collocator Security Training documents. The PEIS collocator shall hold the Company harmless for any damages resulting from such removal of its personnel from the Company premises. The PEIS collocator shall be solely responsible for ensuring that any Guest of the PEIS collocator is in compliance with all Security and Safety Requirements contained herein in E20.2.10. (N)
- B.** The PEIS collocator will be required, at its own expense, to conduct a statewide investigation of criminal history records for each PEIS collocator employee being considered for work on the Company Premises, for the states/counties where the PEIS collocator 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. This requirement will not apply if the PEIS collocator has performed a pre-employment statewide investigation of criminal history records, or where state law does not permit an investigation of the applicable counties for the PEIS collocator employee seeking access, for the states/counties where the PEIS collocator employee has worked and lived for the past five years. (N)
- C.** The PEIS collocator will be required to administer to their personnel assigned to the Company Premises security training either provided by Company, or meeting criteria defined by the Company. (N)
- D.** The PEIS collocator shall not assign to the Company Premises any personnel with records of felony criminal convictions. The PEIS collocator shall not assign to the Company Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising the Company of the nature and gravity of the offense(s). The Company reserves the right to refuse building access to any PEIS collocator personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that the PEIS collocator chooses not to advise the Company of the nature and gravity of any misdemeanor conviction, the PEIS collocator may, in the alternative, certify to the Company that it shall not assign to the Company Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations). (N)
1. The PEIS collocator 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. (N)
  2. The PEIS collocator 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. (N)
- E.** For each PEIS collocator employee requiring access to a Company Premises pursuant to this Tariff, the PEIS collocator shall furnish the Company, 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, the PEIS collocator will disclose the nature of the convictions to the Company at that time. In the alternative, the PEIS collocator may certify to the Company that it shall not assign to the Company Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations. (N)
- F.** At the Company's request, the PEIS collocator shall promptly remove from the Company's Premises any employee of the PEIS collocator the Company does not wish to grant access to its premises 1) pursuant to any investigation conducted by the Company or 2) prior to the initiation of an investigation in the event that an employee of the PEIS collocator is found interfering with the property or personnel of the Company or another PEIS collocator, provided that an investigation shall promptly be commenced by the Company. (N)

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## **E20. EXPANDED INTERCONNECTION SERVICE (EIS)**

(N)

### **E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)**

(N)

#### **E20.2.10 Security and Safety Requirements (Cont'd)**

(N)

- G.** The Company reserves the right to interview the PEIS collocator's employees, agents, or contractors in the event of wrongdoing in or around the Company's property or involving the Company's or another PEIS collocator's property or personnel, provided that the Company shall provide reasonable notice to the PEIS collocator's Security contact of such interview. The PEIS collocator and its contractors shall reasonably cooperate with the Company's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving the PEIS collocator's employees, agents, or contractors. Additionally, the Company reserves the right to bill the PEIS collocator for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that the PEIS collocator's employees, agents, or contractors are responsible for the alleged act. The Company shall bill the PEIS collocator for the Company property which is stolen or damaged where an investigation determines the culpability of the PEIS collocator's employees, agents, or contractors and where the PEIS collocator agrees, in good faith, with the results of such investigation. The PEIS collocator shall notify the Company in writing immediately in the event that the PEIS collocator discovers one of its employees already working on the Company 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 the Company Premises, any employee found to have violated the security and safety requirements of this section. The PEIS collocator shall hold the Company harmless for any damages resulting from such removal of its personnel from the Company premises. (N)
- H.** 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. (N)
- I.** Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the Company Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs. (N)
- J.** 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. (N)

#### **E20.2.11 Environmental and Safety Principles**

(N)

- A.** The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements: (N)
1. Compliance with Applicable Law - The Company and the PEIS collocator 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 tariff. (N)
  2. Notice - The Company and the PEIS collocator 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. The PEIS collocator should contact 1-800-743-6737 for the Company MSDS sheets. (N)
  3. Practices/Procedures - The Company may make available additional environmental control procedures for the PEIS collocator to follow when working at a Company Premises (see E20.2.11.B., following). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of the Company for environmental protection. The PEIS collocator will require its contractors, agents and others accessing the Company Premises to comply with these practices. E20.2.11.B following lists the Environmental categories where the Company practices should be followed by the PEIS collocator when operating in the Company Premises. (N)
  4. Environmental and Safety Inspections - The Company reserves the right to inspect the PEIS collocator space with proper notification. The Company reserves the right to stop any PEIS collocator work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Premises. (N)
  5. Hazardous Materials Brought On Site - Any hazardous materials brought into, used, stored or abandoned at the the Company Premises by the PEIS collocator are owned by the PEIS collocator. The PEIS collocator will indemnify the Company for claims, lawsuits or damages to persons or property caused by these materials. Without prior written the Company approval, no substantial new safety or environmental hazards can be created by the PEIS collocator or different hazardous materials used by the PEIS collocator at the Company Premises. The PEIS collocator must demonstrate adequate emergency response capabilities for its materials used or remaining at the Company Premises. (N)

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**E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)** (N)

**E20.2.11 Environmental and Safety Principles (Cont'd)** (N)

**A. (Cont'd)** (N)

- 6. Spills and Releases - When contamination is discovered at a Company Premises, the Party discovering the condition must notify the Company. All Spills or Releases of regulated materials will immediately be reported by the PEIS collocator to the Company. (N)
- 7. Coordinated Environmental Plans and Permits - The Company and the PEIS collocator 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 charges are associated with filing, the Company and the PEIS collocator will develop a cost sharing procedure. If the Company's permit or EPA identification number must be used, the PEIS collocator must comply with all of the Company's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see B. following) and/or selection of BST disposition vendors and disposal sites. (N)
- 8. Environmental and Safety Indemnification - The Company and the PEIS collocator 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 Premises. (N)

- B.** When performing functions that fall under the following Environmental categories on the Company's Premises, the PEIS collocator agrees to comply with the applicable sections of the current issue of the Company's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. The PEIS collocator further agrees to cooperate with the Company to ensure that the PEIS collocator's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of the Company's Environmental M&Ps which apply to the specific Environmental function being performed by the PEIS collocator, its employees, agents and/or subcontractors. The most current version of reference documentation must be requested from the Company (N)

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)	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 the Company 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 Other maintenance work	Compliance with all application local, state, & federal laws and regulations Protection of BST employees and equipment	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <li>• 29CFR 1910.147 (OSHA Standard)</li> <li>• 29CFR 1910 Subpart O (OSHA Standard)</li> </ul>

**E20. EXPANDED INTERCONNECTION SERVICE (EIS)**

**E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)**

**E20.2.11 Environmental and Safety Principles (Cont'd)**

**B. (Cont'd)**

<b>Environmental Categories</b>	<b>Environmental Issues</b>	<b>Addressed by the Following Documentation</b>
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	<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	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 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>

1. 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 Premises 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

2. 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



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Louisville, Kentucky

## **E20. EXPANDED INTERCONNECTION SERVICE (EIS)**

(N)

### **E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)**

(N)

#### **E20.2.12 Destruction of Collocation Space**

(N)

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 the PEIS collocator's permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate its 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 the PEIS collocator's permitted use, or is damaged and the option to terminate is not exercised by either Party, the Company covenants and agrees to proceed promptly without expense to the PEIS collocator, except for improvements not the property of the Company, to repair the damage. The Company 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 the Company, which causes shall not be construed as limiting factors, but as exemplary only. The PEIS collocator may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a Company Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a Company Certified Vendor. If the PEIS collocator's acceleration of the project increases the cost of the project, then those additional charges will be incurred by the PEIS collocator. Where allowed and where practical, the PEIS collocator may erect a temporary facility while the Company rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, the PEIS collocator shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for the PEIS collocator's permitted use, until such Collocation Space is fully repaired and restored and the PEIS collocator's equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where the PEIS collocator has placed an Adjacent Arrangement pursuant to E20.2.3.D, the PEIS collocator shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, the Company will restore the associated services to the Adjacent Arrangement.

(N)

#### **E20.2.13 Eminent Domain**

(N)

If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then the PEIS collocator's occupancy 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 the Company 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, The Company and the PEIS collocator shall each have the right to terminate occupancy 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) calendar days after such taking.

(N)

#### **E20.2.14 Notices**

(N)

- A. Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Tariff shall be given or made by the PEIS collocator in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the PEIS collocator's the Company Account Team. (N)
- B. The PEIS collocator shall provide to the PEIS collocator's the Company Account Team a contact name and address for notices or demands pursuant to this section. Any notices or demands that are required by law or under the terms of this tariff by the Company to the PEIS collocator shall be given or made by the Company in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the name and address which the PEIS collocator has provided to their Company Account Team or, if not available, the name and address on the most recent Bona Fide Application. (N)
- C. Such notices by either Party 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. (N)

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## **E20. EXPANDED INTERCONNECTION SERVICE (EIS)**

(N)

### **E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)**

(N)

#### **E20.2.15 Indemnification/Limitation of Liability**

(N)

- A.** The PEIS collocator shall be liable for any damage to property, equipment or facilities or injury to person caused by the activities of the PEIS collocator, its agents or employees pursuant to, or in furtherance of, rights granted under this Tariff. The PEIS collocator shall indemnify and hold the Company harmless from and against any judgments, charges, costs or other expenses resulting or claimed to result from such activities by the PEIS collocator, its agents or employees
- B.** The Company shall not be liable to the PEIS collocator for any interruption of the PEIS collocator's service or for interference with the operation of the PEIS collocator's communications facilities, or for any special, indirect, incidental or consequential damages arising in any manner, including the Company's negligence, out of the use of the Collocation Space(s) and the PEIS collocator shall indemnify, defend and hold the Company 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, except to the extent caused by the negligence, gross negligence or willful misconduct of the Company. PEIS collocator agrees not to assert any claim for interruption, interference, or for any special, indirect, incidental or consequential damages against the Company.

(N)

(N)

#### **E20.2.16 Publicity**

(N)

The PEIS collocator shall submit to the Company all advertising, sales promotion, press releases, and other publicity matters relating to this Tariff or mentioning or implying the tradenames, logos, trademarks or service marks (hereinafter "Marks") of the Company 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 the Company Corporation and/or any of its affiliated companies, and the PEIS collocator further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without the Company's prior written consent.

(N)

(N)

#### **E20.2.17 Force Majeure**

(N)

Neither party shall be in default by reason of any failure in performance of this Tariff, 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.

(N)

(N)

#### **E20.2.18 Year 2000 Compliance**

(N)

Each Party warrants that it has implemented a program the goal of which is to ensure that all collocated equipment, software, hardware and related materials (collectively called "Systems") delivered, connected with the Company or supplied in the furtherance of the terms and conditions specified in this Tariff: 1) will record, store, process and display calendar dates falling on or after January 1, 2000, in the same manner, and with the same functionality as such software records, stores, processes and calendar dates falling on or before December 31, 1999; and 2) shall include without limitation date data century recognition, calculations that accommodate same century and multicentury formulas and date values, and date data interface values that reflect the century.

(N)

(N)

#### **E20.2.19 Assignment**

(N)

The PEIS collocator acknowledges that this Tariff does not convey any right, title or interest in the Premises to the PEIS collocator. The PEIS collocator's rights or obligations are not assignable without the prior written consent of the Company, and any attempt to assign any of the rights, duties or obligations under this Tariff without such consent is void. Notwithstanding the foregoing, the PEIS collocator may assign any rights, duties or obligations under this Tariff to a parent, subsidiary or affiliate without the consent of the Company. The Company may assign its rights, duties or obligations under this Tariff without the prior consent of the PEIS collocator.

(N)

(N)

#### **E20.2.20 No Implied Waiver**

(N)

No consent or waiver by the Company to or of any breach of any covenant, term, condition, provision or duty of the PEIS collocator under this Tariff 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 Company.

(N)

(N)

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## E20. EXPANDED INTERCONNECTION SERVICE (EIS) (N)

### E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd) (N)

#### E20.2.21 Rate Regulations (N)

##### A. Description of Rate Elements (N)

1. Application Fee – The Company requires the submission of an Application Fee. In conjunction with the submission of a Collocation Application, the Application Fee reimburses the Company for costs to determine the modifications to the Premises required to accommodate the change requested by the PEIS collocator. The Application is for the initial request for Collocation Space in a specific Premises. (N)
2. Cable Installation Charges - The PEIS collocator shall remit payment of a Cable Installation Charge coincident with submission of a Bona Fide Firm Order. The Cable Installation Charges, assessed per entrance cable placed, shall be included in the Application Response. (N)
3. Subsequent Application Fee - The Company requires the submission of a Subsequent Application Fee for modifications to an existing arrangement pursuant to E20.2.7.A.2. (N)
4. Space Preparation Charge - Space preparation charges 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 and per cage for caged collocation. The PEIS collocator shall remit payment of the nonrecurring Firm Order Processing Charge coincident with submission of a Bona Fide Firm Order. The recurring charges for Space Preparation apply beginning on the date on which the Company releases the Collocation Space for occupancy or on the date the PEIS collocator first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which include survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. Additional engineering charges may apply as described in Section E20.2.7, preceding. In the event the PEIS collocator opts for cageless space, the Space Preparation Charges will be assessed based on the total floor space dedicated to the PEIS collocator as described in E20.2.21. (N)
5. Space Enclosure Charge - The Space Enclosure Charge is a monthly recurring charge, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure charge. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Should a PEIS collocator request the Company to construct a space enclosure in a Premises located in a municipality that requires fire-rated enclosures, the Company will construct a fire-rated space enclosure on a Special Construction basis as specified in Section E5 of the Tariff. The PEIS collocator may, at its option, arrange with a Company Certified Contractor to construct the space enclosure in accordance with the Company's guidelines and specifications. In this event, the Company Certified Contractor shall directly bill the PEIS collocator for the space enclosure, and this charge shall not be applicable. (N)
6. Floor Space Charge - 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 the Company. When the Collocation Space is enclosed, the PEIS collocator shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, the PEIS collocator 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. The Company will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event the PEIS collocator's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, the PEIS collocator shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due beginning with the date on which the Company releases the Collocation Space for occupancy or on the date the PEIS collocator first occupies the Collocation Space, whichever is sooner. (N)
7. Cable Support Structure – Charges for Cable Support Structure are based on per entrance cable. (N)

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## **E20. EXPANDED INTERCONNECTION SERVICE (EIS)**

(N)

### **E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)**

(N)

#### **E20.2.21 Rate Regulations (Cont'd)**

(N)

##### **A. Description of Rate Elements (Cont'd)**

(N)

8. Power - The Company shall make available -48 Volt (-48V) DC power for the PEIS collocator's Collocation Space at a Company Power Board or the Company Battery Distribution Fuse Bay ("BDFB") at the PEIS collocator's option within the Premises.

(N)

- a. Recurring charges for -48V DC power will be assessed per ampere per month based upon the Company Certified Supplier engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to the PEIS collocator's equipment or space enclosure. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by the PEIS collocator's Company Certified Supplier. When obtaining power from a Company power board, power cables (A&B) must be engineered (sized), and installed by the PEIS collocator's Company Certified power Supplier. The PEIS collocator is responsible for contracting with a Company Certified Supplier for power distribution feeder cable runs from a Company BDFB or power board to the PEIS collocator's equipment. Determination of the Company BDFB or Company power board as the power source will be made at the Company's sole, but reasonable, discretion. The Company Certified Supplier contracted by the PEIS collocator must provide the Company a copy of the engineering power specifications prior to the day on which the PEIS collocator's equipment becomes operational ("Commencement Date"). The Company will provide the common power feeder cable support structure between the Company BDFB or power board and the PEIS collocator's arrangement area. The PEIS collocator shall contract with a Company Certified Supplier who will be responsible for the following: dedicated power cable support structure within the PEIS collocator's arrangement; power cable feeds; terminations of cable. Any terminations at a Company power board must be performed by a Company Certified power Supplier. The PEIS collocator shall comply with all applicable National Electric Code (NEC), BellSouth TR-73503, Telcordia (BellCore) and ANSI Standards regarding power cabling.

(N)

- b. If the Company has not previously invested in power plant capacity for collocation at a specific site, the PEIS collocator has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a Company Certified Supplier who shall comply with the Company's guidelines and specifications. Where the addition of the PEIS collocator's dedicated power plant results in construction of a new power plant room, upon termination of the PEIS collocator's right to occupy collocation space at such site, the PEIS collocator shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.

(N)

If the PEIS collocator does elect to install its own DC Power Plant, the Company shall provide AC power to feed the PEIS collocator'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 Company service panel, protection devices and power cables must be engineered (sized), and installed by the PEIS collocator's Company Certified Supplier except that the Company shall engineer and install protection devices and power cables for Adjacent Collocation. The PEIS collocator's Company Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in this Tariff. AC power voltage and phase ratings shall be determined on a per location basis. At the PEIS collocator's option, the PEIS collocator may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

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**E20. EXPANDED INTERCONNECTION SERVICE (EIS)** (N)

**E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)** (N)

**E20.2.21 Rate Regulations (Cont'd)** (N)

**A. Description of Rate Elements (Cont'd)** (N)

- 9. Cross Connects - The charges for cross connects are on a per cross connect basis. (N)
- 10. Co-Carrier Cross-Connect - As stated in this Tariff, the PEIS collocator may connect to other PEIS collocators within the designated Premises in addition to, and not in lieu of, interconnection to the Company services and facilities. A monthly rate applies based on the linear foot of cable support structure used per cable. A co-carrier cross connect nonrecurring charge shall apply for all co-carrier cross connects not provisioned by BellSouth. (N)
- 11. Security Access Charges - Security Access Charges are charged as applicable. (N)
- 12. Space Availability Report - The PEIS collocator will be charged for a Space Availability Report per Premises requested. (N)
- 13. Additional Engineering Fee - The Company's additional engineering and other labor costs associated with handling the PEIS collocator's initial Application, requested modifications to requests in progress, or augmentations to existing arrangements shall be recovered as Additional Engineering charges under provisions in E13.1 and E13.2 preceding. Should Additional Engineering rates not be included, the PEIS collocator agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted. (N)
- 14. Security Escort - A security escort will be required whenever the PEIS collocator 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 E20.2.7.D.2 prior to completing the Company's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed according to the schedule in this Tariff. (N)
- 15. Other (N)
  - a. Rates for a specific service or function not contained in this Tariff will be negotiated by the Parties upon request by either Party. (N)
  - b. As noted throughout this Tariff, there are references to costs which the Company shall pass on to the PEIS collocator for various services provided by third Parties and/or the Company based upon the PEIS collocator's requests (e.g. E20.2.3.B.2., E20.2.6.B.3., E20.2.6.I., E20.2.7.K.). (N)

**B. Minimum Requirements** (N)

The PEIS collocator is required to pay a minimum of six (6) months of Space Preparation Charges and six (6) months of Floor Space Charges should the PEIS collocator terminate its rights of occupancy prior to six months of occupancy. (N)

**E20.2.22 Rates and Charges** (N)

**A. Physical Expanded Interconnection Service (PEIS)** (N)

1. Application Fee					(N)
		<b>Monthly</b>	<b>Nonrecurring</b>		
		<b>Rate</b>	<b>Charge</b>	<b>USOC</b>	
(a) Per Request		\$-	\$3,761.00	PE1BA	(N)
2. Subsequent Application Fee					(N)
(a) Per Request <sup>1</sup>		NA	3,135.01	PE1CA	(N)
3. Space Preparation <sup>1</sup>					(N)
(a) Firm Order Processing, per Firm Order		NA	1,202.00	PE1SJ	(N)
(b) Central Office Modifications, Per sq. ft.		2.38	-	PE1SK	(N)
(c) Common Systems Modifications-Cageless, Per sq. ft.		3.30	-	PE1SL	(N)
(d) Common Systems Modifications-Caged, Per cage		112.11	-	PE1SM	(N)
4. Space Enclosure <sup>1</sup>					(N)
(a) Welded Wire Cage, Per First 100 sq. ft.		189.85	NA	PE1BW	(N)
(b) Welded Wire Cage, Per Additional 50 sq. ft.		18.62	NA	PE1CW	(N)

**Note 1:** See E20.2.21.A. (N)

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**E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)** (N)

**E20.2.22 Rates and Charges (Cont'd)** (N)

**A. Physical Expanded Interconnection Service (PEIS)** (N)

5. Floor Space (N)

		<b>Monthly Rate</b>	<b>Nonrecurring Charge</b>	<b>USOC</b>	
	(a) Per sq. ft.	<b>\$8.20</b>	<b>NA</b>	<b>PE1PJ</b>	(N)
6.	Cable Installation				(N)
	(a) Per Cable	-	<b>1768.00</b>	<b>PE1BD</b>	(N)
7.	Cable Support Structure				(N)
	(a) Per Entrance Cable	<b>20.14</b>	<b>NA</b>	<b>PE1PM</b>	(N)
8.	Power				(N)
	(a) Power, Per fused amp	<b>8.77</b>	<b>NA</b>	<b>PE1PL</b>	(N)
	(b) 120V AC Single Phase Standby, Per breaker amp	<b>5.58</b>	-	<b>PE1FB</b>	(N)
	(c) 240V AC Single Phase Standby, Per breaker amp	<b>11.16</b>	-	<b>PE1FD</b>	(N)
	(d) 120V AC Three Phase Standby, Per breaker amp	<b>16.74</b>	-	<b>PE1FE</b>	(N)
	(e) 277V AC Three Phase Standby, Per breaker amp	<b>38.65</b>	-	<b>PE1FG</b>	(N)
9.	Cross- Connect				(N)

		<b>Monthly Rate</b>	<b>Nonrecurring Charge</b>		<b>USOC</b>	
			<b>First</b>	<b>Additional</b>		
	(a) 2-wire, Per cross connect	<b>\$0.037</b>	<b>\$33.67</b>	<b>\$31.78</b>	<b>PE1P2</b>	(N)
	(b) 4-wire, Per cross connect	<b>0.075</b>	<b>33.66</b>	<b>31.70</b>	<b>PE1P4</b>	(N)
	(c) DS1, Per cross connect	<b>1.51</b>	<b>52.97</b>	<b>39.90</b>	<b>PE1P1</b>	(N)
	(d) DS3, Per cross connect	<b>19.15</b>	<b>52.04</b>	<b>38.62</b>	<b>PE1P3</b>	(N)
	(e) 2-Fiber, Per cross connect	<b>3.80</b>	<b>52.04</b>	<b>38.63</b>	<b>PE1F2</b>	(N)
	(f) 4-Fiber, Per cross connect	<b>6.75</b>	<b>64.59</b>	<b>51.18</b>	<b>PE1F4</b>	(N)
10.	Co-Carrier Cross-Connect <sup>1</sup>					(N)

		<b>Monthly Rate</b>	<b>Nonrecurring Charge</b>	<b>USOC</b>	
	(a) Fiber Cable Support Structure, Per linear ft. per cable	<b>\$0.003</b>	<b>\$535.55</b>	<b>PE1ES</b>	(N)
	(b) Copper or Coaxial Cable Support Structure, Per linear ft. per cable	<b>0.005</b>	<b>535.55</b>	<b>PE1DS</b>	(N)
11.	Security Access System				(N)
	(a) Security System, Per central office premises	<b>78.11</b>	-	<b>PE1AX</b>	(N)
	(b) New Access Card, Per card	<b>0.059</b>	<b>55.59</b>	<b>PE1A1</b>	(N)
	(c) Access Card Administrative Change, Existing card, per card	-	<b>15.59</b>	<b>PE1AA</b>	(N)
	(d) Access Card, Replace lost or stolen card, per card	-	<b>45.58</b>	<b>PE1AR</b>	(N)
	(e) Keys, New Key	-	<b>26.20</b>	<b>PE1AK</b>	(N)
	(f) Keys, Replaced, Lost or Stolen, Per Key	-	<b>26.20</b>	<b>PE1AL</b>	(N)
12.	Space Availability Report				(N)
	(a) Per Premises requested	-	<b>2,151.00</b>	<b>PE1SR</b>	(N)

**Note 1:** See E20.2.21.A. (N)

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
KENTUCKY

ACCESS SERVICES TARIFF

Original Page 23

ISSUED: October 2, 2000  
BY: E.C. Roberts, Jr., President - KY  
Louisville, Kentucky

EFFECTIVE: October 9, 2000

**E20. EXPANDED INTERCONNECTION SERVICE (EIS)** (N)

**E20.2 Physical Expanded Interconnection Service (PEIS) (Cont'd)** (N)

**E20.2.22 Rates and Charges (Cont'd)** (N)

**A. Physical Expanded Interconnection Service (PEIS) (Cont'd)** (N)

13. Additional Engineering Fee<sup>1</sup> (N)

14. Security Escort (N)

First One- Half Hour Or Fraction Thereof	Add'l One- Half Hour Or Fraction Thereof	USOC
\$33.86	\$21.46	PE1BT (N)
44.10	27.72	PE1OT (N)
54.35	33.97	PE1PT (N)

**B. Physical Expanded Interconnection Service (PEIS) – Adjacent Collocation** (N)

1. Application Fee (N)

(a) Per Request

Monthly Rate	Nonrecurring Charge	USOC
\$-	\$3,155.00	PE1JA (N)

2. Space (N)

(a) Per sq. ft.

0.0018	-	PE1JB (N)
--------	---	-----------

3. Electrical Facility (N)

(a) Per linear ft.

6.01	-	PE1JC (N)
------	---	-----------

4. Cross-Connect (N)

- (a) 2-wire, Per cross connect
- (b) 4-wire, Per cross connect
- (c) DS1, Per cross connect
- (d) DS3, Per cross connect
- (e) 2-Fiber, Per cross connect
- (f) 4-Fiber, Per cross connect

Monthly Rate	Nonrecurring Charge		USOC
	First	Additional	
\$0.029	\$33.67	\$31.78	PE1P2 (N)
0.058	36.66	31.70	PE1P4 (N)
1.39	52.97	39.90	PE1P1 (N)
18.87	52.04	38.62	PE1P3 (N)
3.20	52.04	38.63	PE1F2 (N)
6.11	64.59	51.18	PE1F4 (N)

5. Power (N)

- (a) 120V AC Single Phase Standby, Per breaker amp
- (b) 240V AC Single Phase Standby, Per breaker amp
- (c) 120V AC Three Phase Standby, Per breaker amp
- (d) 277V AC Three Phase Standby, Per breaker amp

Monthly Rate	Nonrecurring Charge	USOC
\$5.58	\$-	PE1FB (N)
11.16	-	PE1FD (N)
16.74	-	PE1FE (N)
38.65	-	PE1FG (N)

6. Cable Installation (N)

(a) Per Cable

-	1,755.00	PE1BD (N)
---	----------	-----------

7. Cable Support Structure (N)

(a) Per Entrance Cable

20.14	NA	PE1PM (N)
-------	----	-----------

**Note 1:** See applicable rates in E13.1 of this Tariff. (N)





# **EXHIBIT AWG-2**

## **Virtual Expanded Interconnection Tariff**

BELLSOUTH TELECOMMUNICATIONS, INC.  
BY: Operations Manager - Pricing  
29G57, 675 W. Peachtree St., N.E.  
Atlanta, Georgia 30375  
ISSUED: NOVEMBER 1, 1996

TARIFF F.C.C. NO. 1  
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CANCELS 9TH REVISED PAGE 20-1  
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ACCESS SERVICE



20 - BellSouth Virtual Expanded Interconnection (Cont'd)

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BY: Operations Manager - Pricing  
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ACCESS SERVICE



20 - BellSouth Virtual Expanded Interconnection (Cont'd)

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## ACCESS SERVICE

20 - BellSouth Virtual Expanded Interconnection (Cont'd) (T)

### 20.17 Service Description

BellSouth Virtual Expanded Interconnection service provides for location (T)  
interconnection of collocator-provided/Telephone Company leased fiber optic (T)  
facilities to Telephone Company interstate BellSouth SWA and Special Access (T)  
(a.k.a. BellSouth SPA) services. BellSouth Virtual Expanded Interconnection (T)  
service for switched access is provided at designated central offices, (T)  
tandems, and remote nodes/switches (e.g., locations). BellSouth Special (T)  
Access Virtual Expanded Interconnection is available only at designated (T)  
central offices. Under BellSouth Virtual Expanded Interconnection, a (T)  
collocator provides fiber optic cable up to a Telephone Company-designated (T)  
interconnection point outside of the location, such as a manhole. The (T)  
collocator will provide the entrance fiber extending between the (T)  
interconnection point and the location. The Telephone Company will lease the (T)  
entrance fiber under the provisions of 20.18(A) following, and will install (T)  
the fiber into the location for connection to the BellSouth Virtual Expanded (T)  
Interconnection collocator-provided/Telephone Company leased transmission (T)  
equipment. In addition, if multiple entry points are available, and the (T)  
collocator so desires, multiple entry points will be provided to the (T)  
collocator. A BellSouth Virtual Expanded Interconnection arrangement may (T)  
interconnect with Telephone Company interstate BellSouth SWA and Special (T)  
Access (a.k.a. BellSouth SPA) DS1/DS3 level high capacity services within the (T)  
location. (T)

Microwave facilities, in lieu of fiber facilities, may be used for (T)  
interconnection where they may reasonably be provided. Upon receipt of a (T)  
request for microwave interconnection, BellSouth will negotiate the (T)  
arrangements and file the appropriate rates and regulations for the service. (T)

BellSouth Virtual Expanded Interconnection will be made available subject to (T)  
the availability of space and facilities in each Telephone Company location. (T)  
BellSouth's central office, tandem and remote node switch site designations (T)  
are listed in the National Exchange Carriers Association (NECA) Tariff F.C.C. (T)  
No. 4. (T)

General regulations, rates and charges applicable to all BellSouth Virtual (T)  
Expanded Interconnection arrangements are contained in this tariff. (T)

### 20.18 Regulations

- (A) In order to ensure the compatibility of the transmission capabilities of (T)  
the facilities and equipment used in the provision of BellSouth Virtual (T)  
Expanded Interconnection, such equipment and facilities, including the (T)  
entrance fiber, associated riser cable/fiber, terminal transmission (T)  
equipment, plug-ins, software, unique tools and test equipment will be (T)  
provided by the collocator. The collocator agrees to lease to BellSouth (T)  
all the equipment and support structure components required to provision (T)  
and maintain/repair BellSouth Virtual Expanded Interconnection on an (T)  
ongoing basis, for the nominal sum of one dollar. (T)

EFFECTIVE: DECEMBER 16, 1996

ACCESS SERVICE



20 - BellSouth Virtual Expanded Interconnection (Cont'd) (T)

20.18 Regulations (Cont'd)

(D) The Telephone Company will designate the point of interconnection in proximity to the location building, which is normally an entrance manhole. The Telephone Company reserves the right to prohibit all equipment and facilities, other than cable, within its entrance manholes. No splicing will be permitted in the entrance manhole. The collocator must provide a length of underground fiber optic cable in the entrance manhole specified by the Telephone Company which is of sufficient length to be pulled through the conduit and into the cable vault splice locations. The collocator is responsible for placement of the fiber optic facility within the manhole and for the maintenance of the fiber optic cable(s). Before placing the fiber optic facility in the manhole, the collocator will contact the Telephone Company for instructions. The collocator agrees to comply with the Telephone Company's safety and security rules. Access to the manhole is covered by the terms and conditions specified by the Telephone Company. (T)

The Telephone Company will pull the collocator-provided/Telephone Company leased fiber cable from the interconnection point to the cable vault where the cable will be spliced to collocator-provided/Telephone Company leased fire retardant riser cable which the Telephone Company will install.

(E) The BellSouth Virtual Expanded Interconnection collocator must provide the terminating transmission equipment that the Telephone Company will lease and use pursuant to Section 20.18(A) preceding to provision the BellSouth Virtual Expanded Interconnection arrangement. The equipment must comply with the Bellcore Network Equipment Building System (NEBS) General Equipment Requirements (TR-NWT-000063); National Electrical Code standards, and meet the minimum Operational System Modification for Intelligent Network Elements (OSMINE) requirements of coding for the TIRKSR System. This minimum includes Human Equipment Catalog Item Group (HECIG), Equipment Catalog Item Group (ECIG) processing code, (T)



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20 - BellSouth Virtual Expanded Interconnection (Cont'd)

(T)

20.18 Regulations (Cont'd)

(E) (Cont'd)

Human Equipment Catalog Item (HECI), Equipment Catalog Item (ECI) number, and Function Codes as required for provisioning. OSMINE requirements of coding are covered in BellCore Publication GR-485-CORE. Additionally, this equipment must comply with any local, state or federal statutory and/or regulatory requirements in effect at the time or subsequent to equipment installation.

(F) The collocator is responsible for providing the terminating transmission equipment, e.g., fiber optic terminals, DS3/DS1 channelization equipment, fiber terminating device. The BellSouth Virtual Expanded Interconnection collocator must also specify all software options for the transmission equipment and associated plug-ins. In addition, the collocator shall provide the following:

(T)  
(T)

- all necessary plug-ins/circuit packs (both working and spare) including any required options that must be physically set on the plug-ins.
- all unique tools and test equipment.
- initial and subsequently added equipment should be sized and equipped to handle a minimum of 12 months forecasted growth.
- rack mounted storage unit to house spare plug-ins, tools, and test equipment.
- any desired equipment for remote monitoring and control.
- fuse panel(s) with sufficient capacity for all BellSouth Virtual Expanded Interconnection transmission equipment.
- network facility rack(s), i.e., relay racks, to mount all of the above referenced equipment and Telephone Company-provided interconnection panel(s).

(T)  
(T)

(G) Any equipment provided under 20.18(F) preceding shall be leased to the Telephone Company in accordance with Section 20.18(A) preceding.



ACCESS SERVICE

20 - BellSouth Virtual Expanded Interconnection (Cont'd) (T)

20.18 Regulations (Cont'd)

(H) Performance monitoring, alarm monitoring and software cross-connect control of all facilities and equipment used in provisioning a arrangement will be the responsibility of the BellSouth Virtual Expanded Interconnection collocator. The BellSouth Virtual Expanded Interconnection collocator will be responsible for initiating maintenance/repair requests for said facilities and equipment, pursuant to (K) following. (T)  
(T)  
(T)

If the collocator desires the Telephone Company to provide the transport for monitoring and control functions, such transport will be ordered and billed pursuant to the applicable service tariff provisions.

(I) The Telephone Company will have responsibility for installation and maintenance/repair of the facilities and equipment used to provide BellSouth Virtual Expanded Interconnection from the point of interconnection up to and including the BellSouth Virtual Expanded Interconnection terminating transmission equipment. (T)  
(T)  
(T)

(J) The Telephone Company will designate a meet-point location within the BellSouth Virtual Expanded Interconnection site where the Telephone Company's BellSouth Virtual Expanded Interconnection and Special Access (a.k.a. BellSouth SPA) DS1/DS3 services will be terminated for interconnection with the BellSouth Virtual Expanded Interconnection equipment. The BellSouth Virtual Expanded Interconnection DS1 and DS3 network interfaces (NIs) are contained in TR 73572 "BellSouth Virtual Expanded Interconnection Service DS1 and DS3 Level Network Interface Specifications." (T)  
(T)  
(T)  
(T)  
(T)

(K) The Telephone Company will work cooperatively with the BellSouth Virtual Expanded Interconnection collocator to facilitate joint testing and maintenance/repair related activities. (T)  
(T)

(1) The collocator will be responsible for notifying the Telephone Company of significant outages of any portion of its network, which could impact or degrade Telephone Company switches and services. The collocator will also provide, if possible, an estimated time for restoral.

(2) Troubles reported to or observed by the collocator should be tested and isolated by the collocator prior to reporting the trouble to the Telephone Company.



ACCESS SERVICE

20 - BellSouth Virtual Expanded Interconnection (Cont'd) (T)

20.18 Regulations (Cont'd)

- (L) All installation work performed on behalf of the collocator must be performed by the Telephone Company or a Telephone Company-authorized vendor. Authorization procedures may be obtained from the Telephone Company upon request.

20.19 Limitations

The following provisions address BellSouth Virtual Expanded Interconnection Service interconnections to the Telephone Company network and service prohibitions for BellSouth Virtual Expanded Interconnection arrangements: (T)  
(T)  
(T)

- (A) Collocators who subscribe to BellSouth Virtual Expanded Interconnection will not have access to the Telephone Company building, except as provided in 20.23 following. (T)
- (B) A Telephone Company security escort will accompany the BellSouth Virtual Expanded Interconnection collocator at the interconnection point outside of the BellSouth Virtual Expanded Interconnection location. The security escort will be provided at the collocator's expense in accordance with charges described in 20.31(G) following. (T)  
(T)  
(T)

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20 - BellSouth Virtual Expanded Interconnection (Cont'd)

20.19 Limitations (Cont'd)

- (C) The Telephone Company will not interconnect facilities between two or more different collocators within the same BellSouth Virtual Expanded Interconnection location.
- (D) BellSouth Virtual Expanded Interconnection arrangements will be DS1 or DS3 electrical interconnections.
- (E) The BellSouth Virtual Expanded Interconnection collocator may interconnect at the DS3 level with the following Telephone Company interstate services:

- LightGate service (a.k.a. BellSouth SPA Point to Point Network) local channel or interoffice channel via a LightGate service (a.k.a. BellSouth SPA Point to Point Network) DS3 Central Office Channel Interface
- SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) via a SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) Central Office Node DS3 Channel Interface
- 28 DS1 Channelization System
- BellSouth SWA service
- SMARTPath DS3 Transport service (a.k.a. BellSouth SPA DS3 Shared Ring)
- SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network)
- FlexServ Port in a Digital Cross Connect System

(N)

- (F) The BellSouth Virtual Expanded Interconnection collocator may interconnect at the DS1 level with the following Telephone Company interstate services:

- DS1 local channel or interoffice channel
- DS1 Basic Channelization System
- FlexServ (a.k.a. BellSouth SPA Customer Reconfiguration) Port in a Digital Cross-Connect System
- DS1 Central Office Channel Interface associated with LightGate (a.k.a. BellSouth SPA Point to Point Network) or SMARTRing services (a.k.a. BellSouth SPA Dedicated Ring)
- BellSouth SWA Service
- SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring)
- SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network)

20.20 Service Application

- (A) A collocator shall complete and provide to the Telephone Company a written application requesting a BellSouth Virtual Expanded Interconnection service arrangement and an application fee per request, per location. Details on the specific requirements of the requested BellSouth Virtual Expanded Interconnection arrangement, including interconnect drawings technical specifications, monitor and control design and other equipment related documentation, must be provided with the written application.

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20 - BellSouth Virtual Expanded Interconnection (Cont'd) (T)

20.20 Service Application (Cont'd)

- (B) The Telephone Company will process applications for BellSouth Virtual Expanded Interconnection arrangement on a first-come, first-serve basis by location as determined through the receipt of the application fee. (T)  
(T)
- (C) The Telephone Company will accept letters of agency in conjunction with an application for BellSouth Virtual Expanded Interconnection. (T)
- (D) Upon receipt of the application fee, the Telephone Company will conduct the following design and planning activities:
  - (1) engineering record search and review to determine availability of conduit, rack, floor space and multiple entry points.
  - (2) determination of requirements of the requested BellSouth Virtual Expanded Interconnection design. (T)  
(T)
  - (3) administrative activities required to process the application.
- (E) Once the Telephone Company has completed the design and planning activities, the collocator will be informed of the floor space and power requirements. At this time the Telephone Company will provide to the collocator a list of vendors certified to perform equipment installations.
- (F) A collocator shall have thirty (30) days from receipt of the information to place a firm order.



ACCESS SERVICE

20 - BellSouth Virtual Expanded Interconnection (Cont'd) (T)

20.20 Service Application (Cont'd)

- (G) The Telephone Company's engineering and other labor time associated with establishing and maintaining a BellSouth Virtual Expanded Interconnection Service arrangement will be billed under the provisions of 13.1 and 13.2 preceding. (T)
- (H) The collocator will contract directly with its chosen certified vendor for installation. The Telephone Company will retain project management responsibility and authority related to the installation work done in the central office (i.e., decisions as to specific location of the equipment bay, termination panel appearance, assignments, etc.). Equipment installation includes, but is not limited to, assembly, floor mounting, connecting power, connecting optical and metallic interfaces, connecting monitoring equipment, turn-up, acceptance testing, stenciling, updating central office records and any other task that may be required for compliance with the BellSouth installation standards as contained in TR-73503. The Telephone Company, in cooperation with the chosen certified vendor, will determine the installation interval. The collocator and its chosen vendor will work in close cooperation with Telephone Company representatives having project management responsibility and will comply with the installation standards specified in TR-73503.
- (I) A collocator agrees to meet with the Telephone Company on an as needed basis to review the design and work plans and schedules for the installation of the collocator-provided/Telephone Company leased terminating transmission equipment and facilities.

20.21 Service Activation

- (A) The Telephone Company will notify the collocator in writing upon completion of the installation work and prior to activating the BellSouth Virtual Expanded Interconnection arrangement. (T)
- (B) The Telephone Company will provide the BellSouth Virtual Expanded Interconnection collocator with the circuit identifications associated with the collocator-provided/Telephone Company leased terminating transmission equipment as well as specific location of the equipment, e.g., BellSouth Virtual Expanded Interconnection location, bay location, shelf, etc., at the time of installation. (T)
- (C) The Telephone Company will utilize existing test equipment, or the collocator-provided/Telephone Company leased unique test equipment, for acceptance and repair in cooperation with the BellSouth Virtual Expanded Interconnection collocator. (T)

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## ACCESS SERVICE

20 - BellSouth Virtual Expanded Interconnection (Cont'd) (T)

### 20.22 Training

If a collocator selects terminating transmission equipment hardware and/or software which is not currently in use in the Telephone Company location where BellSouth Virtual Expanded Interconnection will be provided, the collocator will be responsible for payment of the charges as set forth in 20.31(F) following, for any necessary training for Telephone Company personnel needed to install and repair said equipment. Additionally, the collocator will be responsible for payment of any applicable tuition fees associated with said training. (T)

In the event that the collocator does not provide the necessary training to enable Telephone Company personnel to repair said equipment, the Telephone Company may call a certified vendor to make repairs of said equipment. The collocator will reimburse the Telephone Company for any charges submitted by the certified vendor for repair of said equipment. In addition, charges for security escort will apply as set forth in 20.31(H) following.

### 20.23 Inspections

A BellSouth Virtual Expanded Interconnection collocator shall call to schedule a time to enter the BellSouth Virtual Expanded Interconnection location(s) for the purpose of inspecting the terminating transmission equipment dedicated for its use. A Telephone Company security escort will accompany the BellSouth Virtual Expanded Interconnection collocator during said inspections at the expense of the collocator. Security escort rates are as set forth in 20.31(G) following. (T)  
(T)  
(T)  
(T)

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20 - BellSouth Virtual Expanded Interconnection (Cont'd)

(T)

20.24 Insurance

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20 - BellSouth Virtual Expanded Interconnection (Cont'd) (T)

20.25 Maintenance

Except in emergency situations, the collocator-provided/Telephone Company leased fiber optic cable facilities and terminating transmission equipment will be maintained/repared only upon request of the BellSouth Virtual Expanded Interconnection collocator. In an emergency, the Telephone Company will use reasonable efforts to notify the BellSouth Virtual Expanded Interconnection collocator, but nevertheless may perform such maintenance/repair as deemed necessary without prior notification or request. When initiating maintenance/repair requests on equipment, the collocator must provide the Telephone Company with the associated circuit identifications and specific location of the BellSouth Virtual Expanded Interconnection equipment, as well as a detailed description of the trouble. Charges for maintenance/repair performed upon request from, or on behalf of, the BellSouth Virtual Expanded Interconnection collocator will be billed to the collocator on a time sensitive basis as described in Section 13.3.1 preceding. No charges will be assessed to the BellSouth Virtual Expanded Interconnection collocator for maintenance if said maintenance is required as a result of negligence or willful misconduct on the part of the Telephone Company, or from incidental damage resulting from Telephone Company activities. The collocator is responsible for providing equipment required for maintenance/repair spares under the terms of paragraph 20.18(A). (T)

All maintenance/repair on BellSouth Virtual Expanded Interconnection terminating transmission equipment will be performed by the Telephone Company. (T)

20.26 Liability and Damages

- (A) The Telephone Company reserves to itself, its successors and assigns, the right to utilize the space within its location(s) in such a manner as will best enable it to fulfill its own service requirements. The Telephone Company shall not be liable to the collocator for physical damage to the collocator-provided/Telephone Company leased facilities or equipment occupying a Telephone Company location unless caused by the negligence or willful misconduct of the Telephone Company. In such event, the liability of the Telephone Company shall be limited to the reasonable cost of repair/replacement of damaged facilities or equipment. The Telephone Company shall have no liability whatsoever to a collocator or customer of the collocator for lost revenues or profits occasioned by any interruption of the collocator's service or interference with the operation of the collocator-provided/Telephone Company leased facilities in a Telephone Company location(s).
- (B) The collocator shall indemnify, defend, and save harmless the Telephone Company from and against any and all losses, claims, demands, causes of action, and costs, including attorneys' fees, whether suffered, made, instituted, or asserted by the collocator or by any other party or person for damages to property and injury or death to persons, including payments made under any Workers' Compensation Law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the installation, repair, use, or removal of BellSouth Virtual Expanded Interconnection collocator-provided/Telephone Company leased equipment or facilities, or by their proximity (T)



ACCESS SERVICE

20 - BellSouth Virtual Expanded Interconnection (Cont'd) (T)

20.26 Liability and Damages (Cont'd)

(B) (Cont'd)

to the equipment or facilities of another BellSouth Virtual Expanded Interconnection occupying space in a Telephone Company location(s), or by any act or omission of the Telephone Company, its employees, agents, former or striking employees, or contractors, in connection therewith. (T)

The collocator shall indemnify, defend, and save harmless the Telephone Company from and against any and all losses, claims, demands, causes of action, damages and costs, including but not limited to attorney's fees which may arise out of or be caused by the collocator's presence in the BellSouth Virtual Expanded Interconnection location and/or by acts of the collocator, its employees, agents, or contractors. The collocator shall indemnify, defend, and save harmless the Telephone Company from and against any and all damages, costs and expense of relocating conduit systems, when such relocation is necessitated by the BellSouth Virtual Expanded Interconnection arrangement and/or by acts of the collocator, its employees, agents or contractors. (T)

(D) In no event shall the Telephone Company or any of its directors, officers or employees or agents be liable for any loss of profit or revenue by the collocator or for any loss of AC or DC power, HVAC interruptions, consequential, incidental, special, punitive or exemplary damages incurred or suffered by the collocator, even if the Telephone Company has been advised of the possibility of such loss or damage. The collocator shall indemnify, defend, and hold harmless the Telephone Company, its directors, officers and employees, servants, agents, affiliates and parents, from and against any and all claims, cost, expenses or liability arising out of the installation and operation of the collocator-provided/Telephone Company leased facilities and equipment within the location.

(E) The collocator represents, warrants and covenants that it shall not cause or permit any other party to cause any environmental conditions in, at or affecting the BellSouth Virtual Expanded Interconnection location which violate any federal, state or local law, ordinance, rule or regulation. The collocator shall indemnify, defend, and hold harmless the Telephone Company from any and all liability, damage claim or cost of any kind, including reasonable attorney's fees, resulting from or arising out of any breach of the foregoing sentence. (T)



ACCESS SERVICE

20 - BellSouth Virtual Expanded Interconnection (Cont'd) (T)

20.26 Liability and Damages (Cont'd)

(F) The collocator shall be responsible for the actions of all persons under its control when working in a Telephone Company manhole, or other point of interconnection outside of the BellSouth Virtual Expanded Interconnection location. (T)

(G)(1) If the interconnection floor space or any part thereof shall be damaged by fire or other casualty, the Telephone Company shall give immediate notice thereof to the collocator and the provisions of this tariff shall continue in full force and effect except as hereinafter set forth.

(2) If the interconnection floor space is partially damaged or rendered partially unusable by fire or other casualty not caused by the collocator, the damages thereto shall be repaired by and at the expense of the Telephone Company. The interconnection floor space fee, until such repair shall be substantially completed, shall be reduced from the day following the casualty according to the portion of the interconnection space and/or associated cable and conduit spaces which are rendered unusable.

(3) If the interconnection floor space, cable space, or conduit space is totally damaged or rendered wholly unusable by fire or other casualty not caused by the collocator, then the occupancy fees shall be paid up to the time of the casualty and thenceforth shall cease until the date when the space shall have been repaired and restored by the Telephone Company, subject to the Telephone Company's right to elect not to restore the same as hereinafter provided.

(4) If the interconnection floor space, cable space, or conduit space is rendered wholly unusable or if the building shall be so damaged that the Telephone Company shall decide to demolish it or not to rebuild it, then, in any of such events, the Telephone Company may elect to terminate service under this tariff by written notice to the collocator given within ninety (90) days after such fire or casualty specifying a date for the cessation of service, which date shall not be more than sixty (60) days after the giving of such notice, and upon the date specified in such notice service under this tariff shall cease and the BellSouth Virtual Expanded Interconnection arrangement with the collocator shall forthwith be terminated and the collocator-provided/Telephone Company leased remaining equipment removed and returned to the collocator without prejudice however to the Telephone Company's rights and remedies (T)



ACCESS SERVICE

20- BellSouth Virtual Expanded Interconnection (Cont'd) (T)

20.26 Liability and Damages (Cont'd)

(G) (Cont'd)

(4) (Cont'd)

against the collocator under the tariff provisions in effect prior to such termination, and any facility/equipment fees owing shall be paid up to such date and any payments of fees made by the collocator which were on account of any period subsequent to such date shall be returned to the collocator. Unless the Telephone Company shall serve a termination notice as provided for herein, the Telephone Company shall make the repairs and restorations under the conditions of (2) and (3) above, with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond the Telephone Company's reasonable control. After any such casualty, the collocator shall cooperate with the Telephone Company's restoration by agreeing to the Telephone Company removing from the interconnection floor space all of the salvageable inventory and movable equipment. The collocator's liability for BellSouth Virtual Expanded Interconnection fees shall resume upon reactivation of service after the Telephone Company has notified the collocator that the BellSouth Virtual Expanded Interconnection arrangement has been restored to a condition comparable to that existing prior to such casualty. (T)  
(T)  
(T)

20.27 Confidential Information

The Telephone Company agrees to hold in confidence information provided to it by a collocator pursuant to this tariff; and information known to the Telephone Company as a result of the interconnection of collocator-provided/ Telephone Company leased equipment to Telephone Company facilities and services if such information is of a competitive nature. Similarly, the collocator agrees to hold in confidence information provided to it by the Telephone Company pursuant to this tariff if such information is of a competitive nature. Neither party is obligated to hold in confidence information that:

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20 - BellSouth Virtual Expanded Interconnection (Cont'd) (T)

### 20.27 Confidential Information (Cont'd)

- was already known to the Party free of any obligation to keep said information confidential;
- was or becomes publicly available by other than unauthorized disclosure; or
- was rightfully obtained from a third party not obligated to hold such information in confidence

### 20.28 Title

This tariff does not convey to a collocator any right, title or interest in the Telephone Company facility; interconnection space; cable space; cable racking; vault or conduit space used in the provisioning of a BellSouth Virtual Expanded Interconnection arrangement.

(T)  
(T)

### 20.29 Force Majeure

The Telephone Company shall not be liable for any delay or failure in performance of any part of this tariff to the extent that such failure or delay is caused by acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers or other causes beyond the control of the Telephone Company.

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20 - BellSouth Virtual Expanded Interconnection (Cont'd)

20.30 Rate Regulations

20.30.1 BellSouth Virtual Expanded Interconnection Elements

Regulations governing the application of BellSouth Virtual Expanded Interconnection rates and charges are described below. Rates and charges for each element are specified in 20.31 following. (T)

(A) Application Fee

An Application Fee in the amount specified in 20.31 following must be submitted with the collocator's application for BellSouth Virtual Expanded Interconnection service. The first-come, first-served policy of processing applications for BellSouth Virtual Expanded Interconnection arrangements will be determined based upon the order of receipt of applications for BellSouth Virtual Expanded Interconnection along with the Application Fee. The Application Fee will be used for design and planning activities which include an engineering record search for conduit, rack, and floor space availability and a determination of requirements for the requested BellSouth Virtual Expanded Interconnection design. (T)1 (T) (T) (T)



ACCESS SERVICE

- 20 - BellSouth Virtual Expanded Interconnection (Cont'd) (T)
- 20.30 Rate Regulations (Cont'd)
- 20.30.1 BellSouth Virtual Expanded Interconnection Elements (Cont'd) (T)
  - (A) Application Fee (Cont'd)
    - An Application Fee is required with each BellSouth Virtual Expanded Interconnection arrangement application submitted per location. If more than one BellSouth Virtual Expanded Interconnection arrangement is ordered at the same location on the initial BellSouth Virtual Expanded Interconnection arrangement application, then only one Application Fee will apply. A subsequent application for an additional arrangement within the same location must be submitted with another Application Fee. (T)
  - (B) Cable Installation Charges
    - The Cable Installation Charge applies for each BellSouth Virtual Expanded Interconnection cable ordered within a location. Cable installation involves activities associated with pulling the collocator-provided/Telephone Company leased fiber cable from the interconnection point to the BellSouth Virtual Expanded Interconnection terminating equipment or the vault, installing collocator-provided/Telephone Company leased fire retardant riser cable, and splicing the entrance fiber cable to the riser cable. (T)
    - Payment of the Cable Installation Charge must be made prior to the Telephone Company commencing work on the BellSouth Virtual Expanded Interconnection arrangement work order. The Cable Installation Charge will not apply on subsequent BellSouth Virtual Expanded Interconnection arrangement orders within the same location for the same BellSouth Virtual Expanded Interconnection collocator if the collocator and Telephone Company jointly determine that efficient cable facilities exist to accommodate the subsequent BellSouth Virtual Expanded Interconnection arrangement(s). (T)

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- 20 - BellSouth Virtual Expanded Interconnection (Cont'd) (T)
- 20.30 Rate Regulations (Cont'd)
- 20.30.1 BellSouth Virtual Expanded Interconnection Elements (Cont'd) (T)

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20 - BellSouth Virtual Expanded Interconnection (Cont'd)



20.30 Rate Regulations (Cont'd)

20.30.1 BellSouth Virtual Expanded Interconnection Elements (Cont'd)

(D) Cable Support Structure

The Cable Support Structure monthly recurring charge applies for the use of conduit from the point of interconnection to the cable vault or other central office entrance, and for entrance and riser cable rack space.

(E) Cross-Connect

A monthly recurring charge applies for the DS1/DS3 Cross-Connect element which consists of the cross-connect panel, cable racks, bay framework, jumpers and other supporting hardware.

The DS1/DS3 Cross-Connect element is designated as BellSouth SWA or Special Access (a.k.a. BellSouth SPA) depending on the type of service to which it cross connects. The Switched DS1/DS3 Cross-Connect is subject to the jurisdictional report requirements as set forth in 2.3.10 preceding. (T)1

Nonrecurring charges for the DS1/DS3 Cross-Connect are assessed on a "First" and "Additional" basis.

(F) Floor Space

Floor Space consists of two monthly recurring rate elements that apply as follows:

Per Square Foot - The Per Square Foot element applies for the floor space required to provision the BellSouth Virtual Expanded Interconnection arrangement and includes heat, ventilation, and air conditioning (HVAC), lighting, and AC power. (T)  
(T)

Per Ampere - The Per Ampere element consists of two separate -48 volts direct current feeds (A&B) with battery back-up and applies per ampere for the equipment maximum power requirement.

(G) Security Escort

A security escort is provided to a collocator whenever the collocator, or approved agent, desires access to the entrance manhole or to inspect the collocator-provided/Telephone Company leased terminal transmission equipment.

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20 - BellSouth Virtual Expanded Interconnection (Cont'd) (T)

20.30 Rate Regulations (Cont'd)

20.30.1 BellSouth Virtual Expanded Interconnection Elements (Cont'd) (T)

Charges for a security escort are assessed in half-hour increments as either Basic, Overtime, or Premium Time charges. A request resulting in the dispatch of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of three hours.

(H) Training

When collocator-provided/Telephone Company leased equipment (hardware and/or software) is identical to that already in use in the Telephone Company location:

No Training Charges Are Applicable

When collocator-provided/Telephone Company leased equipment (hardware and/or software) is not identical to that already in use in the Telephone Company location:

Charges as set forth in 20.31(F) as applicable. (T)

20.30.2 Access Service Elements

(A) The access service elements, as set forth in Section 3, Carrier Common Line Access Service; Section 6, BellSouth SWA service; Section 9, BellSouth Directory Assistance; Section 16, Telecommunications Relay Service Transport; Section 18, Operator Service; and Section 19, BellSouth Line Information Data Base service, ordered and/or working in association with DS1/DS3 Switched Cross-Connect Service will be billed to and paid by the customer of record for the service involved, unless the BellSouth Virtual Expanded Interconnection customer request and/or agrees to be responsible for all charges. (T)

(B) For BellSouth SWA service line or trunk activation charges, see Section 6.8.1(E) preceding. (T)

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20 - BellSouth Virtual Expanded Interconnection Service (Cont'd) (T)

20.31 Rates and Charges

		<u>ALL STATES</u>			
		<u>USOC</u>	<u>Monthly Rates</u>	<u>Nonrecurring Charges</u>	
(A)	Application Fee (Per Location)	EAF	None	\$ 2,848.30*	
(B)	Cable Installation Charge (Per Cable)	ESPCX	None	\$ 2,750.00	
(C)	Cable Support Structure (Per Cable)	ESPSX	\$13.35*	None	
		<u>USOC</u>	<u>Monthly Rates</u>	<u>Nonrecurring Charges</u>	
				<u>First</u>	<u>Additional</u>
(D)	Cross-Connect Per DS1- Special (a.k.a. BellSouth SPA)	CNC1X	\$ 7.50	\$155.00	\$14.00
	BellSouth SWA	CNDS1			
	Per DS3 Special (a.k.a. BellSouth SPA)	CND3X	\$56.25*	\$151.90*	\$11.83*
	BellSouth SWA	CNDS3			
		<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charges</u>	
(E)	Floor Space				
	-Per Square Foot	ESPVX	\$ 3.20*	None	
	-Per Ampere	ESPAX	\$ 3.48*	None	
(F)	Training, Per Trainee				
	-Living Expenses, Per Day	CTRLD		\$136.67	
	-Labor rate, First 1/2 hour and each additional 1/2 or fraction thereof	CTRLX			
	Basic Time			30.64	
	Overtime			35.77	
	Premium Time			40.90	
	-Air Fare/Travel Expense, Per Trip	CTRTA		555.00	

\* These rates were effective May 15, 1995.

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20 - BellSouth Virtual Expanded Interconnection (Cont'd)

(T)

20.31 Rates and Charges

	<u>USOC</u>	<u>First Half Hour or Fraction Thereof</u>	<u>Each Additional Half Hour or Fraction Thereof</u>
(G) Security Escort			
-Basic Time, normally scheduled work hours	SPTBX	\$41.00	\$25.00
-Overtime, outside of normally scheduled working hours on a scheduled work day	SPTOX	\$48.00	\$30.00
-Premium Time, outside of scheduled work day	SPTPX	\$55.00	\$35.00

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# **EXHIBIT AWG-3**

**Letter Dated April 4, 2001  
State Standards for Physical Collocation  
Provisioning Intervals**



Paul E. Patton, Governor  
Ronald B. McCloud, Secretary  
Public Protection and  
Regulation Cabinet  
Thomas M. Dorman  
Executive Director  
Public Service Commission

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Martin J. Huelsmann  
Chairman  
Edward J. Holmes  
Vice Chairman  
Gary W. Gillis  
Commissioner

April 4, 2001

Creighton E. Mershon, Sr.  
BellSouth Telecommunications, Inc.  
601 W. Chestnut Street  
Room 407  
Louisville, Kentucky 40203

RE: State Standards for Physical Collocation Provisioning Intervals

Dear Mr. Mershon:

In your letter of March 2, 2001, you requested clarification of whether the existing BellSouth tariff on collocation intervals constitutes a Kentucky standard. If not, you acknowledge that BellSouth should revise its tariff to be consistent with the FCC's recent waiver to BellSouth.

As you know, the FCC has set standard collocation intervals but allows those standards to be modified by established state standards.<sup>1</sup> For reasons stated in the Staff's January 12, 2001 letter to Ms. Nancy Pendleton of SBC Telecom, Inc., with which you are familiar, the Staff believes that BellSouth's tariff does not constitute an affirmative determination of collocation intervals as required by the Collocation Reconsideration Order and FCC Order granting BellSouth a waiver.<sup>2</sup>

<sup>1</sup> Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147, Order on Reconsideration and Second Further Notice of Proposed Rulemaking, 2000 WL 1128623 (rel. Aug. 10, 2000) ("Collocation Reconsideration Order")

<sup>2</sup> CC Docket No. 98-147, Deployment of Wireline Services Offering Advanced Telecommunications Capability, Memorandum Opinion and Order (rel. February 21, 2001), paragraph 4, which states in relevant part, "[A] state commission does not set such standards when it permits application processing and provisioning intervals to take effect without an affirmative determination that they comply with section 251(c)(6) of the Communications Act of 1934, as amended.



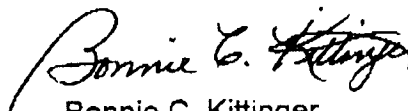
AN EQUAL OPPORTUNITY EMPLOYER M/F/D

LETTER – Creighton E. Mershon, Sr.  
April 4, 2001  
Page 2

BellSouth did not specifically request that the Commission approve its tariff as a state standard and did not provide any supporting documentation to justify such establishment of a specific state standard. Thus, Staff believes that the most prudent course of action is for BellSouth to file a revised collocation tariff reflecting the intervals granted by the FCC in its February 21, 2001 order.

This letter represents the legal opinion of the Commission Staff. This opinion is advisory in nature and not binding upon the Commission should this issue arise in a formal proceeding. If you have further questions please don't hesitate to contact me at 502-564-3940, Ext. 236.

Sincerely,



Bonnie C. Kittinger  
Staff Attorney







## **EXHIBIT AWG-4**

**FCC Memorandum Opinion and Order in CC Docket 98-147, Released February 21, 2001**

**Before the  
Federal Communications Commission  
Washington, D.C. 20554**

In the Matter of )  
 )  
 Deployment of Wireline Services Offering ) CC Docket No. 98-147  
 Advanced Telecommunications Capability )

**MEMORANDUM OPINION AND ORDER**

**Adopted:** February 20, 2001

**Released:** February 21, 2001

By the Acting Deputy Chief, Common Carrier Bureau:

**I. INTRODUCTION**

1. In this Order, we address a request that the Commission waive certain aspects of its *Collocation Reconsideration Order*.<sup>1</sup> For the reasons set forth below, we grant BellSouth Corporation and BellSouth Telecommunications, Inc. (collectively, "BellSouth") a conditional waiver of certain aspects of the *Collocation Reconsideration Order* pending Commission action on petitions for reconsideration of the 90-day provisioning interval.

**II. BACKGROUND**

2. On August 10, 2000, the Commission released the *Collocation Reconsideration Order*, which established national standards for processing physical collocation applications and provisioning physical collocation arrangements. Specifically, the Commission required that an incumbent local exchange carrier ("incumbent LEC") must tell a requesting telecommunications carrier whether a collocation application has been accepted or denied within ten calendar days after receiving the application, in instances where neither the state nor the parties to an interconnection agreement set a different deadline.<sup>2</sup> The Commission also required that an incumbent LEC must complete physical collocation provisioning within 90 calendar days after receiving an acceptable collocation application, except to the extent a state sets its own

<sup>1</sup> *Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, Order on Reconsideration and Second Further Notice of Proposed Rulemaking, 2000 WL 1128623 (rel. Aug. 10, 2000) ("*Collocation Reconsideration Order*"). A summary of the *Collocation Reconsideration Order* was published at 65 Fed. Reg. 54433 (Sept. 8, 2000) ("*Collocation Summary*").

<sup>2</sup> *Collocation Reconsideration Order*, *supra* note 1, at ¶ 24.

collocation provisioning standard or an interconnection agreement between an incumbent LEC and a requesting carrier sets an alternative standard.<sup>3</sup>

3. In the *Collocation Reconsideration Order*, the Commission recognized that an incumbent LEC may have filed with the state commission a statement of generally available terms ("SGAT") or a tariff that sets forth the rates, terms, and conditions under which the incumbent LEC provides physical collocation. The Commission required that an incumbent LEC must file with the state commission any amendments necessary to bring its SGAT or physical collocation tariff into compliance with the national standards. The Commission specified that these amendments would be due 30 days after the *Collocation Reconsideration Order's* effective date (*i.e.*, by November 9, 2000).<sup>4</sup> The Commission also specified that the national standards would take effect within 60 days after the amendments filing for SGATs (*i.e.*, by January 8, 2001), and at the earliest point permissible under state law for tariffs, except to the extent the state commission specifies other application processing or provisioning intervals for a particular type of collocation arrangement.<sup>5</sup>

4. On November 7, 2000, the Common Carrier Bureau granted Verizon, SBC and Qwest conditional waivers of certain aspects of the *Collocation Reconsideration Order* pending Commission action on these carriers' petitions for reconsideration of the 90-day provisioning interval.<sup>6</sup> The Bureau also clarified that the November 9, 2000 deadline for amending SGATs and collocation tariffs applies only to the extent a state has not affirmatively set its own application processing and provisioning standards for physical collocation. Finally, the Bureau Order clarified that a state commission does not set such standards when it permits application processing and provisioning intervals to take effect without an affirmative determination that they comply with section 251(c)(6) of the Communications Act of 1934, as amended ("Communications Act" or "Act").<sup>7</sup>

5. On December 1, 2000, BellSouth filed a petition for conditional waiver of the 90-day collocation interval established in the *Collocation Reconsideration Order*. Specifically, BellSouth requests the same conditional waiver from the 90-day collocation interval that we granted Verizon and SBC in the *Collocation Waiver Order*. On December 18, 2000, BellSouth filed an *ex parte* letter indicating there are three states in which the state commission has not yet

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<sup>3</sup> *Id.* at ¶ 29.

<sup>4</sup> See *id.* at ¶ 36; see also *Collocation Summary*, 65 Fed. Reg. at 54433 (establishing an October 10, 2000 effective date for certain rules adopted in the *Collocation Reconsideration Order*); *Deployment of Wireline Services Offering Advanced Telecommunications Capability*, 65 FR 57291 (Sept. 22, 2000) (establishing the same effective date for the remaining rules adopted in that *Order*).

<sup>5</sup> *Collocation Reconsideration Order*, *supra* note 1, at ¶ 36.

<sup>6</sup> *Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, Memorandum Opinion and Order, DA 00-2528 (Com. Car. Bur. rel. Nov. 7, 2000) ("*Collocation Waiver Order*").

<sup>7</sup> 47 U.S.C. § 251(c)(6).

set its own interval standard. Those states are Alabama, North Carolina, and Tennessee.<sup>8</sup> ITC^DeltaCom, Inc. d/b/a ITC^DeltaCom Communications, Inc. ("ITC^DeltaCom") and WorldCom, Inc. ("WorldCom") oppose BellSouth's waiver request.

### III. DISCUSSION

#### A. Waiver Request

6. We grant, in part, the petition of BellSouth for a conditional waiver of certain aspects of the *Collocation Reconsideration Order* pending Commission action on petitions for reconsideration of that *Order*. Specifically, BellSouth requests waiver of the 90-day provisioning interval set by the Commission in the *Collocation Reconsideration Order* pending Commission reconsideration of that interval. BellSouth proposes that its waiver be conditioned on compliance with alternative application processing and provisioning standards for physical collocation identical to the standards set for SBC and Verizon in the *Collocation Waiver Order*. We conclude that the equities favor the grant of the waiver only because we find that the alternative intervals upon which we condition the waiver will not create substantial additional delay in the provisioning of physical collocation space to competitors. Thus, by granting the waiver, we in no way retreat from the Commission's determination that a national standard for such intervals is essential in the absence of state commission action on such intervals. Accordingly, we condition the waiver on petitioner's implementation of those standards to the extent states within petitioner's region have not set their own application processing or provisioning standards for BellSouth's physical collocation operations.

7. As stated in our *Collocation Waiver Order*, the Commission may waive any provision of its rules for good cause shown.<sup>9</sup> In their petitions for reconsideration of the *Collocation Reconsideration Order*, Verizon, SBC, and Qwest raised issues as to whether the 90-day interval is appropriate, either generally or for particular types of arrangements. We also noted in the *Collocation Waiver Order* that these petitions for reconsideration and the comments on them greatly expand the record on reasonable physical collocation intervals beyond what was available to the Commission when it adopted the *Collocation Reconsideration Order*. While we express no opinion on the merits of these petitions for reconsideration or on what action the Commission might take in response to them, this greatly expanded record countenances pause

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<sup>8</sup> The Alabama Public Service Commission ("Alabama Commission") filed comments in response to BellSouth's waiver request.

<sup>9</sup> 47 C.F.R. § 1.3. A rule may be waived where the particular facts make strict compliance inconsistent with the public interest. *Northeast Cellular Telephone Co. v. FCC*, 897 F.2d 1164, 1166 (D.C. Cir. 1990) (*Northeast Cellular*). In addition, we may take into account considerations of hardship, equity, or more effective implementation of overall policy on an individual basis. *WAIT Radio v. FCC*, 418 F.2d 1153, 1157 (D.C. Cir. 1969), cert. denied, 409 U.S. 1027 (1972) (*WAIT Radio*).

before we insist on absolute compliance with that *Order*. Consequently, we reject WorldCom's argument that the requisite "good cause" has not been provided.<sup>10</sup>

8. An additional consideration is that, in adopting the application processing and provisioning standards, the Commission specified that an incumbent LEC need not comply with them to the extent a state sets its own standards for physical collocation.<sup>11</sup> Granting the interim waiver requested by BellSouth will give state commissions additional time to evaluate whether different intervals are more appropriate in their states, as contemplated in the *Collocation Reconsideration Order*. At the same time, we continue to believe that it would be unfair to competitive local exchange carriers ("competitive LECs") to allow any incumbent LEC to continue the collocation provisioning performance that led us to adopt the national application processing and collocation provisioning standards. That performance, as the Commission determined in the *Collocation Reconsideration Order*, has substantially delayed many competitive LECs' efforts to obtain physical collocation and has impeded competitive LECs' ability to provide facilities-based service in much of the country.<sup>12</sup>

9. We therefore conclude that the public interest would be best served by conditioning waiver on BellSouth's commitment to meet reasonable alternative provisioning intervals. Accordingly, we condition our grant on petitioner's adoption of interim application processing and provisioning intervals in accordance with the procedures specified for SBC and Verizon in the *Collocation Waiver Order*. These intervals will remain in effect pending Commission action on the petitions for reconsideration of the *Collocation Reconsideration Order*, except to the extent a state sets its own intervals. These intervals will provide meaningful relief to many competitive LECs, without forcing BellSouth to implement the national standards prior to any federal or state consideration of their arguments that the current standards are unreasonably short. Moreover, we find that this waiver test is consistent with the Commission's goal in the *Collocation Reconsideration Order* of substantially reducing the delays competitive LECs encounter in seeking to use physical collocation to compete against incumbent LECs.<sup>13</sup>

10. BellSouth's request for the same conditional waiver of the 90-day interval that was granted to Verizon and SBC in the *Collocation Waiver Order* is a reasonable one. Pursuant to those waivers, Verizon and SBC are required to adhere to collocation intervals adopted by the New York Public Service Commission ("New York Commission"). Specifically, those waivers were, and this waiver is, conditioned upon compliance with New York Commission requirements that the incumbent LEC notify a requesting carrier whether its request can be accommodated within eight business days (roughly, 11 calendar days) of the incumbent LEC's receipt of a physical collocation application. Competitive LECs that have properly forecast their collocation demands are entitled to obtain physical collocation space within 76 business days

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<sup>10</sup> WorldCom Comments at 2-3.

<sup>11</sup> *Collocation Reconsideration Order*, *supra* note 1, at ¶¶ 24 & 29.

<sup>12</sup> *Id.* at ¶¶ 20-21.

<sup>13</sup> *See id.* at ¶ 20-23.

(roughly, 105 calendar days) when conditioned space is available. In addition, the New York Commission requires Verizon to provision arrangements involving major construction or special applicant requirements within 91 business days (roughly, 126 calendar days).<sup>14</sup> These provisioning intervals can be extended for 20 business days (roughly, 28 calendar days) if collocation space is not readily available and up to three months if the competitive LEC has not properly forecast its collocation demands.<sup>15</sup> The New York Commission also requires that Verizon provision augments to existing collocation arrangements within 45 business days (roughly, 63 calendar days) of receiving a competitive LEC's application.<sup>16</sup> As we stated in the *Collocation Waiver Order*, the New York Commission's standards are generally consistent with the Commission's goals, as set forth in the *Collocation Reconsideration Order* and we accordingly condition this waiver on compliance with these standards.<sup>17</sup>

11. We remain concerned, however, that the New York Commission's standards may result in excessively long intervals in instances where a competitive LEC has not properly forecast its collocation demands. For instance, under the New York standards, a failure to submit a timely and accurate forecast could subject a competitive LEC to intervals as long as 195 days for arrangements that do not involve major construction or special applicant requirements. In the context of this interim waiver order, we continue to find that this aspect of the New York standard would unfairly disadvantage competitors.<sup>18</sup> We therefore will allow BellSouth to increase the provisioning interval for a proposed physical collocation arrangement by no more than 60 calendar days in the event a competitive LEC fails to provide a timely and accurate forecast. WorldCom argues that BellSouth has gone beyond seeking to extend the terms of the *Collocation Waiver Order* to itself by also requesting that the Commission order competitive LECs to provide two-year forecasts.<sup>19</sup> We do not believe that it is a fair reading of BellSouth's request. In any event, the waiver we grant herein does not allow BellSouth to increase provisioning intervals due to failure of a competitive LEC to submit a timely and accurate forecast unless the competitive LEC has not properly forecast its collocation requirements three months in advance.<sup>20</sup> We expect BellSouth to use its best efforts to minimize any such increases, particularly during the initial implementation period when many competitive LECs may still be in the process of preparing their forecasts. In addition, absent a competitive LEC's express

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<sup>14</sup> Verizon Petition for Waiver at Attachment C.

<sup>15</sup> Verizon Petition for Waiver at Attachment C. We note that the New York Commission standards provide for no penalty for inaccurate competitive LEC forecasts, other than an increase in provisioning intervals.

<sup>16</sup> *Proceeding on Motion of the Commission to Examine Issues Concerning the Provision of Digital Subscriber Line Services*, Opinion and Order Concerning Verizon's Provision of DSL Capabilities, Opinion No. 00-12, 8-10 (New York PSC, Oct. 31, 2000) ("*New York PSC Opinion No. 00-12*").

<sup>17</sup> See *Collocation Waiver Order* at ¶ 14.

<sup>18</sup> *Id.* at ¶ 15.

<sup>19</sup> WorldCom Comments at 3.

<sup>20</sup> See Verizon Petition for Waiver at Attachment C.

approval, BellSouth must use collocation forecasts obtained from the competitive LEC only for purposes of providing that carrier with reasonable and nondiscriminatory collocation arrangements.<sup>21</sup>

12. Subject to these modifications, we find that the New York Commission standards, including the 45 business day interval for augments, meet our criterion for an interim waiver of the national standards. To the extent any state has affirmatively specified different application processing or provisioning intervals for BellSouth's operations within that state, BellSouth, of course, must implement the alternative intervals in that state. For example, the Alabama Public Service Commission ("Alabama Commission") filed comments regarding BellSouth's waiver request to inform the Commission that the Alabama Commission has issued a decision on cageless collocation provisioning intervals and anticipates issuing a decision on additional collocation processing and provisioning intervals in the near future.<sup>22</sup> To the extent a state has set application processing or provisioning intervals for particular types of BellSouth collocation arrangements, BellSouth must implement those intervals in that state.<sup>23</sup> To the extent a state does not set such intervals, BellSouth must comply with the conditional waiver granted in this Order. BellSouth would be required to comply with any new state provisioning intervals when the state sets those intervals.

#### B. Implementing Procedures

13. In order to implement the conditions discussed above and thereby to effectuate the requested waivers, BellSouth must offer to provide all forms of physical collocation in accordance with those intervals, except to the extent a state has affirmatively specified its own application processing and collocation interval deadlines. These offers must be consistent with the procedures set forth in the *Collocation Reconsideration Order*.<sup>24</sup> BellSouth also must file with the state commissions any amendments necessary to bring its SGATs or collocation tariffs into compliance with the interim standards.<sup>25</sup> BellSouth will have fifteen days from the release of this Order to file these amendments. The interim standards shall take effect within 60 days after the amendments filing for SGATs, and at the earliest point permissible under state law for

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<sup>21</sup> 47 U.S.C. § 222.

<sup>22</sup> See Alabama Commission Comments at 2. See also ITC^DeltaCom Comments at 2 (noting that the Alabama Commission, the Georgia Public Service Commission, and the Tennessee Regulatory Authority have issued orders regarding cageless collocation applications).

<sup>23</sup> See *Collocation Reconsideration Order* at ¶ 37.

<sup>24</sup> See *Collocation Reconsideration Order*, *supra* note 1, at ¶¶ 33-34.

<sup>25</sup> *Id.* at ¶ 36.



tariffs, except to the extent the state commission affirmatively specifies other application processing or provisioning intervals for a particular type of collocation arrangement.<sup>26</sup>

## II. ORDERING CLAUSES

14. Accordingly, IT IS ORDERED, pursuant to sections 1-4, 201, 202, 251-254, 256, 271, and 303(r) of the Communications Act of 1934, as amended, 47 U.S.C. §§ 151-154, 201, 202, 251-254, 256, 271, 303(r), and authority delegated under sections 0.91 and 0.291 of the Commission's rules, 47 C.F.R. §§ 0.91 and 0.291, that the Petition for Conditional Waiver filed December 1, 2000 by BellSouth Corporation and BellSouth Telecommunications, Inc. IS GRANTED TO THE EXTENT STATED HEREIN AND OTHERWISE DENIED, subject to the conditions stated in part III.A of this *Memorandum Opinion and Order*. BellSouth must implement the application processing and provisioning intervals for physical collocation described in Attachment C to Verizon's Petition for Conditional Waiver, as modified by the New York Commission in Opinion No. 00-12, subject to the modifications set forth in this Order.

15. IT IS FURTHER ORDERED that the conditional waiver granted in this *Memorandum Opinion and Order* IS EFFECTIVE IMMEDIATELY UPON RELEASE, in accordance with Section 1.103 of the Commission's rules, 47 C.F.R. § 1.103.

FEDERAL COMMUNICATIONS COMMISSION



Glenn T. Reynolds  
Acting Deputy Chief  
Common Carrier Bureau

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<sup>26</sup> *Id.* The conditional waiver we grant BellSouth in this *Order* will take effect immediately upon this *Order*'s release.



# **EXHIBIT AWG-5**

## **Physical Collocation**

**Attachment 4**  
**Physical Collocation**

## **BELLSOUTH PHYSICAL COLLOCATION**

### **1. Scope of Attachment**

- 1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when Broadslate is occupying the Collocation Space as a sole occupant or as a Host within a Premises location pursuant to Section 4. This Attachment 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 Attachment.

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

- 1.2 Right to Occupy. BellSouth shall offer to Broadslate 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 Section 4 of this Attachment, BellSouth allows Broadslate 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 Broadslate and agreed to by BellSouth (hereinafter “Collocation Space”). BellSouth Premises include BellSouth Central Offices and Serving Wire Centers. The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s). Neither BellSouth nor any of BellSouth’s affiliates may reserve space for future use on more preferential terms than those set forth above.
- 1.2.1 In all states other than Florida, the size specified by Broadslate may contemplate a request for space sufficient to accommodate Broadslate’s growth within a two-year period.
- 1.2.2 In the state of Florida, the size specified by Broadslate may contemplate a request for space sufficient to accommodate Broadslate’s growth within an eighteen (18) month 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. Broadslate 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. Broadslate shall use the Collocation Space for the purposes of installing, maintaining and operating Broadslate’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. Pursuant to Section 5 following, Broadslate may, at its option, place Broadslate-owned fiber entrance facilities to the Collocation Space. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

- 1.5 Rates and Charges. Broadslate agrees to pay the rates and charges identified in Exhibit A attached hereto.
- 1.6 Due Dates. In all states other than Georgia, if any due date contained in this Attachment 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 Notification**

- 2.1 Availability of Space. Upon submission of an Application pursuant to Section 6, BellSouth will permit Broadslate to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or that physical collocation is not practical for technical reasons.
- 2.1.1 Availability Notification. 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. This interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify Broadslate of the amount of space that is available.
- 2.1.2 BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. If the amount of space requested is not available, BellSouth will notify Broadslate of the amount of space that is available.
- 2.1.3 BellSouth will respond to a Louisiana Application within ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications, it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify Broadslate of the amount of space that is available.
- 2.1.4 BellSouth will respond to a Mississippi Application within ten (10) business days as to whether space is available or not available within a BellSouth Premises. If the amount

of space requested is not available, BellSouth will notify Broadslate of the amount of space that is available.

- 2.2 Reporting. Upon request from Broadslate, 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.
- 2.2.1 The request from Broadslate for a Space Availability Report must be written and must include the Premises and Common Language Location Identification (“CLLI”) code of the Premises. Such information regarding Premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.
- 2.2.2 BellSouth will respond to a request for a 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 Broadslate and inform Broadslate of the time frame under which it can respond.
- 2.2.2.1 In Mississippi, BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) business days of receipt of such request. BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes 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 business day response time, BellSouth shall notify Broadslate and inform Broadslate of the time frame under which it can respond.
- 2.3 Denial of Application. After notifying Broadslate that BellSouth has no available space in the requested Premises (“Denial of Application”), BellSouth will allow Broadslate, 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.
- 2.3.1 Denial of Application. In Mississippi, after notifying Broadslate that BellSouth has no available space in the requested Premises (“Denial of Application”), BellSouth will allow Broadslate, upon request, to tour the entire Premises within ten (10) business days of such Denial of Application. In order to schedule said tour within ten (10) business days, the request for a tour of the Premises must be received by BellSouth within five (5) business days of the Denial of Application.

- 2.4 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). 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 Broadslate to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 2.5 Waiting List. Unless otherwise specified, 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 when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. Broadslate must submit an updated, complete, and correct Application to BellSouth within 30 calendar days (in Mississippi, 30 business days) of such notification or notify BellSouth in writing within that time that Broadslate wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If Broadslate 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 Broadslate from the waiting list. Upon request, BellSouth will advise Broadslate as to its position on the list.
- 2.5.1 In Florida, 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. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available.
- 2.6 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 (in Mississippi, 10 business 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. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.



2.7 Regulatory Agency Procedures. Notwithstanding the foregoing, should any state or federal regulatory agency impose procedures or intervals applicable to Broadslate that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.

### 3. Collocation Options

3.1 Cageless. BellSouth shall allow Broadslate to collocate Broadslate's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Broadslate to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. Except where Broadslate's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Broadslate must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6 following.

3.2 Cages. BellSouth shall construct enclosures in compliance with Broadslate's collocation request. At Broadslate's request, BellSouth shall permit Broadslate to subcontract the construction of physical collocation arrangements with a contractor certified by BellSouth ("BellSouth Certified Contractor"), provided however, that BellSouth shall not unreasonably withhold approval of contractors.

3.3 When Broadslate subcontracts the construction, Broadslate must arrange with a BellSouth Certified Contractor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation and at Broadslate's sole expense. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, Broadslate and Broadslate's BellSouth Certified Contractor must comply with the more stringent local building code requirements. Broadslate's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with Broadslate and provide, at Broadslate's expense, the documentation, including architectural drawings, necessary for Broadslate to obtain the zoning, permits and/or other licenses. BellSouth shall pass on to Broadslate the costs of providing the documentation. The BellSouth Certified Contractor shall bill Broadslate directly for all work performed for Broadslate pursuant to this Attachment and BellSouth shall have no liability for nor

- responsibility to pay such charges imposed by the BellSouth Certified Contractor. Broadslate 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 Broadslate's locked enclosure prior to notifying Broadslate.
- 3.3.1 BellSouth may elect to review Broadslate'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. Broadslate 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 Broadslate'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 Broadslate's plans and specifications prior to construction, Broadslate will be entitled to request BellSouth to review; and in the event Broadslate 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 Broadslate to remove or correct within seven (7) calendar days at Broadslate's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.
- 3.4 Shared (Subleased) Caged Collocation. Broadslate may allow other telecommunications carriers to share Broadslate's caged collocation arrangement pursuant to terms and conditions agreed to by Broadslate ("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. Broadslate shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days (in Mississippi, ten (10) business 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 Broadslate that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and Broadslate.
- 3.4.1 Broadslate, as the host CLEC shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall prorate the costs of the collocation space based on the number of collocators and the space used by each. In all states other than Florida, and in addition to the foregoing, Broadslate 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 Exhibit A, 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.
- 3.4.2 Broadslate 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 Broadslate's Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.5 Adjacent Collocation. BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property where physical collocation space within the Premises is legitimately exhausted, subject to technical feasibility, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be constructed or procured by Broadslate and in conformance with BellSouth's design and construction specifications. Further, Broadslate shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for the Adjacent Arrangement.
- 3.5.1 Should Broadslate elect such option, Broadslate must arrange with a BellSouth Certified Contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, Broadslate and Broadslate's BellSouth Certified Contractor must comply with the more stringent local building code requirements. Broadslate's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Broadslate's BellSouth Certified Contractor shall bill Broadslate directly for all work performed for Broadslate pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. Broadslate 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 Broadslate's locked enclosure prior to notifying Broadslate.
- 3.5.2 Broadslate must submit its plans and specifications to BellSouth with its Firm Order. BellSouth may elect to review Broadslate'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 Broadslate'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 Broadslate's plans and specifications prior to construction, Broadslate will be entitled to request BellSouth to review; and in

- the event Broadslate 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 Broadslate to remove or correct within seven (7) calendar days at Broadslate's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications
- 3.5.3 Broadslate 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 Broadslate'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. Broadslate's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.
- 3.5.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.4 preceding.
- 4. Occupancy**
- 4.1 Commencement Date. The "Commencement Date" shall be the day Broadslate's equipment becomes operational as described in Article 4.2, following.
- 4.2 Occupancy. BellSouth will notify Broadslate in writing that the Collocation Space is ready for occupancy. Broadslate must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. For purposes of this paragraph, Broadslate's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.
- 4.3 Termination of Occupancy. In addition to any other provisions addressing Termination of Occupancy in this Attachment, Termination of Occupancy may occur in the following circumstances:
- 4.3.1 Broadslate may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy.
- 4.3.2 Upon termination of such occupancy, Broadslate at its expense shall remove its equipment and other property from the Collocation Space. Broadslate shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of Broadslate's Guests, unless CLEC's guest has assumed responsibility for the collocation space housing the guest equipment and executed the documentation required by BellSouth prior to such

removal date. Broadslate shall continue payment of monthly fees to BellSouth until such date as Broadslate has fully vacated the Collocation Space. Should Broadslate or Broadslate'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 Broadslate or Broadslate's Guest at Broadslate's expense and with no liability for damage or injury to Broadslate or Broadslate's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of Broadslate's right to occupy Collocation Space, Broadslate shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by Broadslate except for ordinary wear and tear, unless otherwise agreed to by the Parties. Broadslate shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), 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 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 Broadslate's failure to comply with this section.
- 5.1.2 Broadslate 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 Broadslate submits an application for terminations that exceed the total capacity of the collocated equipment, Broadslate will be informed of the discrepancy and will be required to submit a revision to the application.

- 5.1.3 Broadslate shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.
- 5.1.4 Broadslate shall place a plaque or other identification affixed to Broadslate's equipment necessary to identify Broadslate's equipment, including a list of emergency contacts with telephone numbers.
- 5.2 Entrance Facilities. Broadslate may elect to place Broadslate-owned or Broadslate-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. Broadslate will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. Broadslate will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to Broadslate's equipment in the Collocation Space. In the event Broadslate utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Broadslate must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Broadslate is responsible for maintenance of the entrance facilities. At Broadslate'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 termination point.
- 5.2.1 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 Attachment, BellSouth shall provide Broadslate 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 Broadslate's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.
- 5.2.2 Shared Use. Broadslate may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to another Broadslate collocation arrangement within the same BellSouth Premises. Broadslate must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to Broadslate-provided riser cable.
- 5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between Broadslate'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. Broadslate shall be responsible for providing, and a supplier certified by BellSouth ("Broadslate's BellSouth Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.5. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. Broadslate or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.4, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At Broadslate'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. Broadslate must make arrangements with a BellSouth Certified Supplier for such placement.
- 5.4 Broadslate's Equipment and Facilities. Broadslate, or if required by this Attachment, Broadslate's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Broadslate 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. Broadslate and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.5 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 Broadslate at least 48 hours before access to the Collocation Space is required. Broadslate may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Broadslate will not bear any of the expense associated with this work.
- 5.6 Access. Pursuant to Section 11, Broadslate shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Broadslate 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 Broadslate or Broadslate'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 Broadslate and returned to BellSouth Access Management within 15 calendar days of Broadslate'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. Broadslate agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Broadslate employees, contractors,

Guests, or agents after termination of the employment relationship, contractual obligation with Broadslate or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

- 5.6.1 Lost or Stolen Access Keys. Broadslate 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), Broadslate shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.7 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Broadslate 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 Broadslate violates the provisions of this paragraph, BellSouth shall give written notice to Broadslate, which notice shall direct Broadslate to cure the violation within forty-eight (48) hours of Broadslate'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.
- 5.7.1 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 Broadslate 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 Broadslate's equipment. BellSouth will endeavor, but is not required, to provide notice to Broadslate prior to taking such action and shall have no liability to Broadslate for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.7.2 For purposes of this Section 5.7, 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 Broadslate 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 Broadslate 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, Broadslate 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.
- 5.8 Personalty and its Removal. Facilities and equipment placed by Broadslate 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 Broadslate at any time. Any damage caused to the Collocation Space by Broadslate's employees, agents or representatives during the removal of such property shall be promptly repaired by Broadslate at its expense.
- 5.9 Alterations. In no case shall Broadslate or any person acting on behalf of Broadslate make any rearrangement, modification, improvement, addition, repair, 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 Broadslate. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require a Subsequent Application and Subsequent Application Fee, pursuant to sub-section 6.2.2.
- 5.10 Janitorial Service. Broadslate shall be responsible for the general upkeep of the Collocation Space. Broadslate 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 Should any state or federal regulatory agency impose procedures or intervals applicable to Broadslate that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.

- 6.2 Application for Space. Broadslate shall submit an application document when Broadslate or Broadslate's Guest(s), as defined in Section 3.4, desires to request or modify the use of the Collocation Space.
- 6.2.1 Initial Application. For Broadslate or Broadslate's Guest(s) initial equipment placement, Broadslate 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. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in Broadslate's Collocation Space(s) and an estimate of the amount of square footage required.
- 6.2.2 Subsequent Application. In the event Broadslate or Broadslate's Guest(s) desires to modify the use of the Collocation Space ("Augmentation"), Broadslate shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). The minimum Subsequent Application Fee shall be considered a partial payment of the applicable Subsequent Application Fee which shall be calculated as set forth below. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by Broadslate 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. The fee paid by Broadslate 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 and the pre-paid fee shall be refunded to Broadslate. The fee for an Application where the modification requested has limited effect (e.g., does not require assessment related to capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. If the modification requires capital expenditure assessment, a full Application Fee shall apply. In the event such modifications require the assessment of a full Application Fee as set forth in Exhibit A, the outstanding balance shall be due by Broadslate within 30 calendar days following Broadslate's receipt of a bill or invoice from BellSouth. 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.
- 6.3 Application Response. In Alabama, North Carolina, and Tennessee, in addition to the notice of space availability pursuant to Section 2.1, BellSouth will 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. Sufficient detail will be provided to permit Broadslate a reasonable opportunity to correct each deficiency. Broadslate must correct any deficiencies in its Application and resubmit a Bona Fide Application within ten (10) calendar days of being notified of the deficiencies in the original Application. If Broadslate fails to resubmit its Application as Bona Fide within this ten

- (10) day period, Broadslate will lose its place in the collocation queue. When space has been determined to be available, BellSouth will provide a written response (“Application Response”), 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 7.
- 6.3.1 Application Response. Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, the following will apply. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will 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. When space has been determined to be available, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response 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 7. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.3.2 Application Response (Florida). Within fifteen (15) calendar days of receipt of a Bona Fide Application, BellSouth will respond as to whether space is available or not available within a particular Premises. Additionally, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response (“Application Response”) including sufficient information to enable Broadslate to place a Firm Order. The Application Response 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 7. When Broadslate submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.
- 6.3.3 Application Response (Georgia) In addition to the notice of space availability pursuant to Section 2.1, BellSouth will 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. When space has been determined to be available for caged or cageless arrangements, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response 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 7.

- 6.3.4 Application Response (Kentucky) In addition to the notice of space availability pursuant to Section 2.1, BellSouth will 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. When space has been determined to be available, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response 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 7. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.3.5 Application Response (Louisiana). In addition to the notice of space availability pursuant to Section 2.1, BellSouth will 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. BellSouth will respond as to whether space is available or not available within a particular Premises in accordance with Section 2. The Application Response 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 7. BellSouth will respond with a full Application Response within 30 calendar days for one to ten Applications; 35 calendar days for eleven to twenty Applications; and for requests of more than twenty Application it is increased by five calendar days for every five Applications received within five business days.
- 6.3.6 Application Response (Mississippi). In addition to the notice of space availability pursuant to Section 2. BellSouth will 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. When space has been determined to be available, BellSouth will provide a written response (“Application Response”) within thirty (30) business days of receipt of a Bona Fide Application. The Application Response 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 7. When multiple applications are submitted in a state within a fifteen (15) business day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) business days for Bona Fide Applications 1-5; within thirty-six (36) business days for Bona Fide Applications 6-10; within forty-two (42) business days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15

must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

- 6.4 Application Modifications. In Alabama, North Carolina, and Tennessee, if a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Broadslate 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 shall charge Broadslate a Subsequent Application Fee. Major changes such as requesting additional space or adding equipment may require Broadslate to submit the Application with an Application Fee.
- 6.4.1 Application Modifications. For all States that have ordered provisioning intervals but not application response intervals, and except as otherwise specified, the following will apply: If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Broadslate or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate Broadslate's Bona Fide Application as a result of changes requested by Broadslate to Broadslate's original application, then BellSouth will charge Broadslate a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require Broadslate to resubmit the Application with an Application Fee.
- 6.4.2 Application Modifications (Florida). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Broadslate or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within fifteen (15) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate Broadslate's Bona Fide Application as a result of changes requested by Broadslate to Broadslate's original Application, then BellSouth will charge Broadslate a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require Broadslate to resubmit the Application with an Application Fee.
- 6.4.3 Application Modifications (Kentucky & Georgia). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either

- at the request of Broadslate or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate Broadslate's Bona Fide Application as a result of changes requested by Broadslate to CLEC's original Application, then BellSouth will charge Broadslate a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require Broadslate to resubmit the Application with an Application Fee.
- 6.4.4 Application Modifications (Mississippi). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Broadslate or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) business days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate Broadslate's Bona Fide Application as a result of changes requested by Broadslate to CLEC's original Application, then BellSouth will charge Broadslate a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require Broadslate to resubmit the Application with an Application Fee.
- 6.4.5 Application Modifications (Louisiana). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Broadslate or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised application or at such other date as the Parties agree. BellSouth will respond to such modifications or revisions within 30 calendar days for one to ten revised Applications; 35 calendar days for eleven to twenty revised Applications; and for requests of more than twenty revised Applications it is increased by five calendar days for every five revised Applications received within five business days. If, at any time, BellSouth needs to reevaluate Broadslate's Bona Fide Application as a result of changes requested by Broadslate to CLEC's original application, then BellSouth will charge Broadslate a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require Broadslate to resubmit the application with an Application Fee.
- 6.5 Bona Fide Firm Order. In Alabama, North Carolina, and Tennessee, Broadslate shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when Broadslate 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 BellSouth. The Bona Fide Firm Order must be received by

- BellSouth no later than seven (7) calendar days after BellSouth's Application Response to Broadslate's Bona Fide Application, unless BellSouth provides an Application Response on or before the ten-day response interval set forth in section 2.1, in which case Broadslate must submit its Bona Fide Firm Order to BellSouth within seventeen (17) calendar days of BellSouth's receipt of the Bona Fide Application. If Broadslate fails to submit its Bona Fide Firm Order to BellSouth within the time frames set forth above, the provisioning intervals set forth in section 6.6 shall apply from the date of receipt of the Bona Fide Firm Order and not from the date of the Bona Fide Application. If Broadslate fails to submit a Bona Fide Firm Order within fifteen (15) days of receipt of An Application Response, the Application will expire.
- 6.5.1 Bona Fide Firm Order. Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. Broadslate shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when Broadslate 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 BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Broadslate's Bona Fide Application or the Application will expire.
- 6.5.2 Bona Fide Firm Order (Kentucky & Mississippi). Broadslate shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when Broadslate 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 BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days (in Mississippi 30 business days) after BellSouth's Application Response to Broadslate's Bona Fide Application or the Application will expire.
- 6.5.3 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 Broadslate'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.
- 6.5.4 BellSouth will permit one accompanied site visit to Broadslate's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to Broadslate.

6.5.5 Broadslate 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 Broadslate desires access to the Collocation Space. Broadslate may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event Broadslate desires access to the Collocation Space after submitting such a request but prior to access being approved, BellSouth shall permit Broadslate to access the Collocation Space, accompanied by a security escort at Broadslate's expense. Broadslate must request escorted access at least three (3) business days prior to the date such access is desired.

6.6

6.6.1 Construction and Provisioning Interval. In Alabama, North Carolina, and Tennessee, BellSouth will complete construction for collocation arrangements within a maximum of 90 calendar days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with Broadslate or seek a waiver from this interval from the Commission. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.

6.6.2 Construction and Provisioning Interval (Florida). BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 45 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and Broadslate cannot agree upon a completion date, within 45 calendar days of receipt of the Bona Fide Firm Order for an initial request, and within 30 calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.

6.6.3 Construction and Provisioning Interval (Georgia). BellSouth will use best efforts to complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will use best efforts to complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of 60 calendar days from receipt of a Bona Fide Firm Order and 90 calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor



- changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with Broadslate or seek a waiver from this interval from the Commission.
- 6.6.4 Construction and Provisioning Interval (Louisiana). BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order for an initial request, and within 60 calendar days for an Augmentation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with Broadslate or seek a waiver from this interval from the Commission.
- 6.6.5 Construction and Provisioning Interval (Mississippi). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with Broadslate or seek a waiver from this interval from the Commission.
- 6.6.6 Construction and Provisioning Interval (Kentucky). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary

- conditions as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other Collocation Space ("extraordinary conditions") within 130 calendar days of the receipt of a Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with Broadslate or seek a waiver from this interval from the Commission.
- 6.6.7 Construction and Provisioning Interval (South Carolina). BellSouth will complete the construction and provisioning activities for cageless and caged collocation arrangements as soon as possible, but no later than 90 calendar days from receipt of a bona fide firm order. BellSouth may elect to renegotiate an alternative provisioning interval with Broadslate or seek a waiver from this interval from the Commission.
- 6.7 Joint Planning. Joint planning between BellSouth and Broadslate 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 Broadslate during joint planning.
- 6.8 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.
- 6.9 Acceptance Walk Through. Broadslate will contact BellSouth within seven (7) days of collocation space being ready to schedule an acceptance walk through of each Collocation Space requested from BellSouth by Broadslate. BellSouth will correct any deviations to Broadslate'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.
- 6.10 Use of BellSouth Certified Supplier. Broadslate shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. Broadslate and Broadslate'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, Broadslate must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide Broadslate with a list of BellSouth Certified

- Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Broadslate'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 Broadslate upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill Broadslate directly for all work performed for Broadslate pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying Broadslate or any supplier proposed by Broadslate. All work performed by or for Broadslate shall conform to generally accepted industry guidelines and standards.
- 6.11 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. Broadslate shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Broadslate's Collocation Space. Upon request, BellSouth will provide Broadslate with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Broadslate. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party.
- 6.12 Basic Telephone Service. Upon request of Broadslate, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.
- 6.13 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 that physical Collocation Space has subsequently become available, Broadslate may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, 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 Broadslate, such information will be provided to Broadslate in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to Broadslate within 180 calendar days of BellSouth's written denial of Broadslate's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Broadslate was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then Broadslate may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. Broadslate 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.
- 6.14 Cancellation. If, at anytime prior to space acceptance, Broadslate cancels its order for the Collocation Space(s), Broadslate will reimburse BellSouth for the charges incurred

up to the date that written notice of cancellation is received by BellSouth, in the following manner: BellSouth will ascertain how far preparation work has progressed. Broadslate will be billed the applicable non recurring rate for any and all work processes for which work has begun.

- 6.15 Licenses. Broadslate, 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.
- 6.16 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

## **7. Rates and Charges**

- 7.1 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 Broadslate's current billing cycle and is non-refundable.
- 7.2 Space Preparation. 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 and per cage for caged collocation. Broadslate shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The recurring charges for space preparation apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date Broadslate first occupies the Collocation Space, whichever is sooner. 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 Broadslate opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Broadslate as prescribed in Section 7.7.
- 7.3 Space Preparation Fee in Florida. Space preparation fees include 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 and per cage for caged collocation. Broadslate shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The recurring charges for space preparation apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date Broadslate first occupies the Collocation Space, whichever is sooner. 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 Broadslate opts for cageless space, space preparation fees will be assessed based on the total floor space dedicated to Broadslate as prescribed in Section 7.7

- 7.4 Space Preparation Fee in Georgia. In Georgia, the Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, power, building and support systems. This is a set fee of \$100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. In the event Broadslate opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Broadslate as prescribed in Section 7.7.
- 7.5 Space Preparation Fee in North Carolina. In North Carolina, space preparation fees consist of monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot; Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and Power, assessed per the nominal –48V DC ampere requirements specified by Broadslate on the Bona Fide Application. The space preparation charges apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date Broadslate first occupies the Collocation Space, whichever is sooner. 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 Broadslate opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Broadslate as described in Section 7.7.
- 7.6 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.
- 7.7 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, Broadslate shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Broadslate 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 Broadslate's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Broadslate shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due beginning with the date on which BellSouth releases the Collocation

Space for occupancy or on the date Broadslate first occupies the Collocation Space, whichever is sooner.

- 7.8 Power. BellSouth shall make available -48 Volt (-48V) DC power for Broadslate's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay ("BDFB") at Broadslate's option within the Premises.
- 7.8.1 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 Broadslate's equipment or space enclosure. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by Broadslate's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by Broadslate's BellSouth Certified power Supplier. Broadslate is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to Broadslate'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 Broadslate must provide BellSouth a copy of the engineering power specification prior to the day on which Broadslate's equipment becomes operational ("Commencement Date"). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and Broadslate's arrangement area. Broadslate shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within Broadslate's arrangement; power cable feeds; terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. Broadslate shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia (BellCore) and ANSI Standards regarding power cabling.
- 7.8.2 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, Broadslate 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 Broadslate's dedicated power plant results in construction of a new power plant room, upon termination of Broadslate's right to occupy collocation space at such site, Broadslate shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.
- 7.8.3 If Broadslate elects to install its own DC Power Plant, BellSouth shall provide AC power to feed Broadslate'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 Broadslate's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices

- and power cables for Adjacent Collocation. Broadslate's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit A. AC power voltage and phase ratings shall be determined on a per location basis. At Broadslate's option, Broadslate may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 7.9 Security Escort. A security escort will be required whenever Broadslate 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 and/or prior to Space Acceptance. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit 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 Broadslate shall pay for such half-hour charges in the event Broadslate fails to show up.
- 7.10 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.
- 7.11 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, Broadslate shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to Broadslate. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.
- 7.12 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due as dictated by Broadslate's current billing cycle. Broadslate will pay a late payment charge as specified in the current State Tariff.

## **8. Insurance**

- 8.1 Broadslate 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 Attachment and having a Best's Insurance Rating of A-.
- 8.2 Broadslate shall maintain the following specific coverage:
- 8.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 8.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Broadslate's real and personal property situated on or within BellSouth's Central Office location(s).
- 8.2.4 Broadslate may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 8.3 The limits set forth in Section 8.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to Broadslate to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 8.4 All policies purchased by Broadslate 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 Attachment or until all Broadslate's property has been removed from BellSouth's Premises, whichever period is longer. If Broadslate fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Broadslate.
- 8.5 Broadslate 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. Broadslate shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Broadslate's insurance company. Broadslate 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

- 8.6 Broadslate must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 8.7 Self-Insurance. If Broadslate's net worth exceeds five hundred million dollars (\$500,000,000), Broadslate 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. Broadslate 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 Broadslate in the event that self-insurance status is not granted to Broadslate. If BellSouth approves Broadslate for self-insurance, Broadslate shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Broadslate's corporate officers. The ability to self-insure shall continue so long as the Broadslate meets all of the requirements of this Section. If the Broadslate subsequently no longer satisfies this Section, Broadslate is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.2.
- 8.8 The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to Broadslate to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 8.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

## **9. Mechanics Liens**

- 9.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or Broadslate), 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.

## **10. Inspections**

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

## **11. Security and Safety Requirements**

- 11.1 The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own premises either for their own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Contractors and authorized employees, authorized Guests, pursuant to Section 3.4, preceding, or authorized agents of Broadslate will be permitted in the BellSouth Premises. Broadslate 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 Broadslate name. BellSouth reserves the right to remove from its premises any employee of Broadslate not possessing identification issued by Broadslate or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Broadslate shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. Broadslate shall be solely responsible for ensuring that any Guest of Broadslate is in compliance with all subsections of this Section 11.
- 11.1.1 Broadslate will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Broadslate employee being considered for work on the BellSouth Premises, for the states/counties where the Broadslate 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. Broadslate shall not be required to perform this investigation if an affiliated company of Broadslate has performed an investigation of the Broadslate employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Broadslate has performed a pre-employment statewide investigation of criminal history records, or where state law does not permit an investigation of the applicable counties for the Broadslate employee seeking access, for the states/counties where the Broadslate employee has worked and lived for the past five years.

- 11.1.2 Broadslate 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.
- 11.1.3 Broadslate shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Broadslate 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 Broadslate personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Broadslate chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Broadslate 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).
- 11.1.4 Broadslate 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.
- 11.1.5 Broadslate 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.
- 11.1.6 For each Broadslate employee requiring access to a BellSouth Premises pursuant to this Attachment, Broadslate 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, Broadslate will disclose the nature of the convictions to BellSouth at that time. In the alternative, Broadslate 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.
- 11.1.7 At BellSouth's request, Broadslate shall promptly remove from BellSouth's Premises any employee of Broadslate 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 in the event that an employee of Broadslate is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 11.2 Notification to BellSouth. BellSouth reserves the right to interview Broadslate'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 Broadslate's Security contact of such interview. Broadslate and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Broadslate's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Broadslate for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Broadslate's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Broadslate for BellSouth property which is stolen or damaged where an investigation determines the culpability of Broadslate's employees, agents, or contractors and where Broadslate agrees, in good faith, with the results of such investigation. Broadslate 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. Broadslate shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

- 11.3 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.
- 11.4 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.
- 11.5 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.

## **12. Destruction of Collocation Space**

- 12.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Broadslate'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 Broadslate'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 Broadslate, 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. Broadslate 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 Broadslate's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Broadslate. Where allowed and where practical, Broadslate may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Broadslate shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Broadslate's permitted use, until such Collocation Space is fully repaired and restored and Broadslate's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where Broadslate has placed an Adjacent Arrangement pursuant to Section 3.5, Broadslate shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

### **13. Eminent Domain**

- 13.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate 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 Broadslate shall each have the right to terminate this Attachment 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.

### **14. Nonexclusivity**

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

**EXHIBIT A: BELLSOUTH/Broadslate RATES – ALABAMA  
PHYSICAL COLLOCATION**

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,760.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,134.00 Minimum
PE1SJ	Space Preparation Fees Firm Order Processing*			\$1,211.00
PE1SK	Central Office Modifications*	Per sq. ft.	\$2.24	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	\$3.01	
PE1SM	Common Systems Modifications – Caged*	Per cage	\$102.16	
PE1BW	Space Enclosure (100 sq. ft. minimum) Welded Wire-mesh	Per first 100 sq. ft.	\$178.65	NA
PE1C W	Welded Wire-mesh	Per add'l 50 sq. ft.	\$17.52	NA
PE1PJ	Floor Space	Per sq. ft.	\$3.68	NA
PE1BD	Cable Installation	Per cable	NA	\$1,751.00
PE1PM	Cable Support Structure	Per entrance cable	\$19.67	NA
PE1PL	Power -48V DC Power*	Per amp	\$9.00	NA
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.63	-
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.26	-
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.89	-
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.99	-
PE1P2	Cross Connects 2-wire	Per cross connect	\$0.031	First/Add'l \$33.68/\$31.79
PE1P4	4-wire		\$0.062	\$33.63/\$31.67
PE1P1	DS-1		\$1.28	\$52.93/\$39.87
PE1P3	DS-3		\$16.27	\$51.99/\$38.59
PE1F2	2-fiber		\$3.23	\$52.00/\$38.60
PE1F4	4-fiber		\$5.73	\$64.54/\$51.14

ALABAMA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Access System Security System*	Per central office	\$52.27	
PE1A1	New Access Card Activation*	Per card	\$.059	\$55.57
PE1AA	Administrative change, existing card*	Per card		\$15.58
PE1AR	Replace lost or stolen card*	Per card		\$45.56
PE1AK	Initial Key	Per key	NA	\$26.19
PE1AL	Replace lost or stolen key	Per key	NA	\$26.19
PE1SR	Space Availability Report*	Per premises requested		\$2,150.00
	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross connect		
PE1PE	2-Wire Cross-Connect		\$0.08	NA
PE1PF	4-Wire Cross-Connect		\$0.17	NA
PE1PG	DS1 Cross-Connect		\$0.69	NA
PE1PH	DS3 Cross-Connect		\$4.74	NA
PE1B2	2-Fiber Cross-Connect		\$32.02	NA
PE1B4	4-Fiber Cross-Connect		\$40.48	NA
	Cable Records <sup>1</sup>			<b>Note 2</b>
				Initial/Subsequent
PE1CR	Cable Records	Per request	NA	\$1708/\$1166
PE1CD	VG/DS0 Cable	Per cable record	NA	\$923.51/\$923.51
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.02/\$18.02
PE1C1	DS1	Per T1TIE	NA	\$8.44/\$8.44
PE1C3	DS3	Per T3TIE	NA	\$29.53/\$29.53
PE1CB	Fiber Cable	Per cable record	NA	\$278.95/\$278.95

ALABAMA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Security Escort	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	\$33.85/\$21.45
PE1OT	Overtime		NA	\$44.09/\$27.71
PE1PT	Premium Time		NA	\$54.33/\$33.96

**Note(s):**

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

Note1: Cable records 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.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.



**EXHIBIT A: BELLSOUTH/Broadslate RATES – FLORIDA  
PHYSICAL COLLOCATION**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request		\$3,791.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,160.00
PE1SJ	Space Preparation Fees			\$1,211.00
PE1SK	Firm Order Processing	Per sq. ft.	\$2.58	
PE1SL	Central Office Modifications	Per sq. ft.	\$2.96	
PE1SM	Common Systems Modifications – Cageless	Per cage	\$100.66	
	Common Systems Modifications – Caged			
PE1BW	Space Enclosure (100 sq. ft. minimum)	Per first 100 sq. ft.	\$205.93	NA
PE1C	Wire Cage	Per add'l 50 sq. ft.	\$20.20	NA
W	Wire Cage			
PE1PJ	Floor Space	Per sq. ft.	\$6.57	NA
PE1BD	Cable Installation	Per cable		\$1,826.00
PE1PM	Cable Support Structure		\$21.66	NA
PE1PL	Power			
PE1FB	-48V DC Power	Per amp	\$8.86	NA
PE1FD	120V AC Power single phase	Per breaker amp	\$5.62	-
PE1FE	240V AC Power single phase	Per breaker amp	\$11.26	-
PE1FG	120V AC Power three phase	Per breaker amp	\$16.88	-
	277 AC Power three phase	Per breaker amp	\$38.98	-
	Cross Connects			First/Add'l
	2-wire	Per cross connect	\$0.74	\$34.53/\$32.51
	4-wire	Per cross connect	\$1.148	\$34.54/\$32.53
	DS1	Per cross connect	\$1.29	\$54.15/\$40.94
	DS3	Per cross connect	\$17.48	\$53.28/\$39.65
	2-fiber	Per cross connect	\$2.96	\$53.28/\$39.66
	4-fiber	Per cross connect	\$5.66	\$66.08/\$52.47

FLORIDA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Access System Security System	Per premises	\$89.48	
PE1A1	New Access Card Activation	Per card	\$ .06	\$56.03
PE1AA	Administrative change, existing card	Per card		\$15.71
PE1AR	Replace lost or stolen card	Per card		\$45.93
PE1AK	Initial Key	Per key	NA	\$26.41
PE1AL	Replace lost or stolen key	Per key	NA	\$26.41
PE1SR	Space Availability Report	Per premises requested		\$2,168.00
	POT Bay ( <b>Note 1</b> )		NA	NA
	Cable Records <sup>2</sup>			<b>Note 3</b> initial/subsequent
PE1CR	Cable Records	Per request	NA	\$1709/\$1166
PE1CD	VG/DS0 Cable	Per cable record	NA	\$923.86/\$923.86
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.03/\$18.03
PE1C1	DS1	Per T1TIE	NA	\$8.44/\$8.44
PE1C3	DS3	Per T3TIE	NA	\$29.54/\$29.54
PE1CB	Fiber Cable	Per cable record	NA	\$279.05/\$279.05
PE1BQ	Security Escort Basic Time	Per ¼ hour	NA	\$10.89
PE1OQ	Overtime		NA	\$13.64
PE1PQ	Premium Time		NA	\$16.40

**Note(s):**

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

- (1) **POT Bays:** BellSouth's Florida specific rates were established in the Florida Public Service Commission Docket No. 960833. The Commission did not set permanent rates for POT Bays, given the assumption by the Parties to the Proceeding that they will always provide their own POT Bays. It will be necessary for Broadslate to provide its own POT Bays per BellSouth specifications and provide the necessary information from which BellSouth can inventory.
- (2) Cable records 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.
- (3) The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

**EXHIBIT A: BELLSOUTH/Broadslate RATES – GEORGIA  
PHYSICAL COLLOCATION**

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,755.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,130.00 Minimum
PE1BB	Space Preparation Fee ( <b>Note 2</b> )	Per sq. ft.	NA	\$100.00
PE1BW	Space Enclosure (100 sq. ft. minimum) Welded Wire-mesh	Per first 100 sq. ft.	\$187.36	NA
PE1C W	Welded Wire-mesh	Per add'l 50 sq. ft.	\$18.38	NA
PE1PJ	Floor Space Zone A	Per sq. ft.	\$4.47	NA
PE1PK	Zone B	Per sq. ft.	\$4.47	NA
PE1BD	Cable Installation	Per cable	NA	\$1,693.00
PE1PM	Cable Support Structure	Per entrance cable	\$19.26	NA
PE1PL	Power -48V DC Power	Per amp	\$5.00	NA
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.52	-
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.05	-
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.58	-
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.27	-
PE1P2	Cross Connects 2-wire	Per cross connect	\$0.030	First/Add'l \$33.76/\$31.86
PE1P4	4-wire		\$0.061	\$33.77/\$31.80
PE1P1	DS-1		\$1.13	\$53.05/\$39.99
PE1P3	DS-3		\$14.43	\$52.14/\$38.71
PE1F2	2-fiber		\$2.86	\$52.14/\$38.72
PE1F4	4-fiber		\$5.08	\$64.74/\$51.31

GEORGIA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Access System Security System*	Per premises	\$40.00	
PE1A1	New Access Card Activation*	Per card	\$ .058	\$55.51
PE1AA	Administrative change, existing card*	Per card		\$15.56
PE1AR	Replace lost or stolen card*	Per card		\$45.50
PE1AK	Initial Key	Per key	NA	\$26.16
PE1AL	Replace lost or stolen key	Per key	NA	\$26.16
PE1SR	Space Availability Report*	Per premises requested		\$2,148.00
	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross-connect		
PE1PE	2-Wire Cross-Connect		\$0.40	NA
PE1PF	4-Wire Cross-Connect		\$1.20	NA
PE1PG	DS1 Cross-Connect		\$1.20	NA
PE1PH	DS3 Cross-Connect		\$8.00	NA
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA
	Cable Records <sup>1</sup>			<b>Note 2</b>
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	\$1706/\$1164
PE1CD	VG/DS0 Cable	Per cable record	NA	\$922.38/\$922.38
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.00/\$18.00
PE1C1	DS1	Per T1TIE	NA	\$8.43/\$8.43
PE1C3	DS3	Per T3TIE	NA	\$29.49/\$29.49
PE1CB	Fiber Cable	Per cable record	NA	\$278.61/\$278.61
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$33.81/\$21.42
PE1OT	Overtime		NA	\$44.03/\$27.67
PE1PT	Premium Time		NA	\$54.26/\$33.92

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

Note (1) Cable records 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.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

**EXHIBIT A: BELLSOUTH/Broadslate RATES – KENTUCKY  
PHYSICAL COLLOCATION**

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,761.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,135.00 Minimum
PE1SJ	Space Preparation Fees			\$1,202.00
PE1SK	Firm Order Processing*	Per sq. ft.	\$2.38	
PE1SL	Central Office Modifications*	Per sq. ft.	\$3.30	
PE1SM	Common Systems Modifications – Cageless*	Per cage	\$112.11	
	Common Systems Modifications – Caged*			
PE1BW	Space Enclosure (100 sq. ft. minimum)	Per first 100 sq. ft.	\$189.85	NA
PE1C	Welded Wire-mesh	Per add'l 50 sq. ft.	\$18.62	NA
W				
PE1PJ	Floor Space	Per sq. ft.	\$8.20	NA
PE1BD	Cable Installation	Per cable	NA	\$1,755.00
PE1PM	Cable Support Structure	Per entrance cable	\$20.14	NA
PE1PL	Power			
PE1FB	-48V DC Power*	Per amp	\$8.77	NA
PE1FD	120V AC Power single phase*	Per breaker amp	\$5.58	-
PE1FE	240V AC Power single phase*	Per breaker amp	\$11.16	-
PE1FG	120V AC Power three phase*	Per breaker amp	\$16.74	-
	277 AC Power three phase*	Per breaker amp	\$38.65	-
PE1P2	Cross Connects	Per cross connect		First/Add'l
PE1P4	2-wire		\$0.037	\$33.67/\$31.78
PE1P1	4-wire		\$0.075	\$33.66/\$31.70
PE1P3	DS-1		\$1.51	\$52.97/\$39.90
PE1F2	DS-3		\$19.15	\$52.04/\$38.62
PE1F4	2-fiber		\$3.80	\$52.04/\$38.63
	4-fiber		\$6.75	\$64.59/\$51.18

KENTUCKY (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Access System Security System*	Per premises	\$78.11	
PE1A1	New Access Card Activation	Per card	\$ .059	\$55.59
PE1AA	Administrative change, existing card	Per card		\$15.59
PE1AR	Replace lost or stolen card	Per card		\$45.58
PE1AK	Initial Key	Per key	NA	\$26.20
PE1AL	Replace lost or stolen key	Per key	NA	\$26.20
PE1SR	Space Availability Report	Per premises requested		\$2,151
	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross-connect		
PE1PE	2-Wire Cross-Connect		\$0.06	NA
PE1PF	4-Wire Cross-Connect		\$0.15	NA
PE1PG	DS1 Cross-Connect		\$0.58	NA
PE1PH	DS3 Cross-Connect		\$4.51	NA
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$33.86/\$21.46
PE1OT	Overtime		NA	\$44.10/\$27.72
PE1PT	Premium Time		NA	\$54.35/\$33.97
	Cable Records <sup>1</sup>			<b>Note 2</b>
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	\$1709/1166
PE1CD	VG/DS0 Cable	Per cable record	NA	\$923.83/\$923.83
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.03/\$18.03
PE1C1	DS1	Per T1TIE	NA	\$8.44/\$8.44
PE1C3	DS3	Per T3TIE	NA	\$29.54/\$29.54
PE1CB	Fiber Cable	Per cable record	NA	\$279.05/\$279.05

**Note(s):**

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

Note1: Cable records 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.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

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

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3756.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3131.00 Minimum
PE1SJ	Space Preparation Fees			\$1,200.00
PE1SK	Firm Order Processing*	Per sq. ft.	\$2.60	
PE1SL	Central Office Modifications*	Per sq. ft.	\$3.15	
PE1SM	Common Systems Modifications – Cageless*	Per cage	\$105.87	
	Common Systems Modifications – Caged*			
PE1BW	Space Enclosure (100 sq. ft. minimum)	Per first 100 sq. ft.	\$207.06	NA
PE1C	Welded Wire-mesh	Per add'l 50 sq. ft.	\$20.31	NA
W				
PE1PJ	Floor Space	Per sq. ft.	\$5.94	NA
PE1BD	Cable Installation	Per cable	NA	\$1,753.00
PE1PM	Cable Support Structure	Per entrance cable	\$21.16	NA
PE1PL	Power			
PE1FB	-48V DC Power*	Per amp	\$9.20	NA
PE1FD	120V AC Power single phase*	Per breaker amp	\$5.66	-
PE1FE	240V AC Power single phase*	Per breaker amp	\$11.34	-
PE1FG	120V AC Power three phase*	Per breaker amp	\$17.00	-
	277 AC Power three phase*	Per breaker amp	\$39.26	-
PE1P2	Cross Connects	Per cross connect		First/Add'l
PE1P4	2-wire		\$0.036	\$33.61/\$31.76
PE1P1	4-wire		\$0.073	\$33.53/\$31.58
PE1P3	DS-1		\$1.20	\$52.80/\$39.76
	DS-3		\$15.26	\$51.86/\$38.49

LOUISIANA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1F2	Cross Connects (continued) 2-fiber	Per cross connect	\$3.03	First/Add'l \$51.86/\$38.49
PE1F4	4-fiber		\$5.38	\$64.36/\$50.99
PE1AX	Security Access System Security System*	Per premises	\$60.60	
PE1A1	New Access Card Activation*	Per card	\$0.60	\$55.51
PE1AA	Administrative change, existing card*	Per card		\$15.57
PE1AR	Replace lost or stolen card	Per card		\$45.51
PE1AK	Initial Key	Per key	NA	\$26.16
PE1AL	Replace lost or stolen key	Per key	NA	\$26.16
PE1SR	Space Availability Report*	Per premises requested		\$2,148
PE1PE	POT Bay Arrangements <i>Prior to 6/1/99</i> 2-Wire Cross-Connect	Per cross-connect	\$0.0776	NA
PE1PF	4-Wire Cross-Connect		\$0.1552	NA
PE1PG	DS1 Cross-Connect		\$0.6406	NA
PE1PH	DS3 Cross-Connect		\$4.75	NA
PE1B2	2 Fiber Cross-Connect		\$47.44	NA
PE1B4	4 Fiber Cross-Connect		\$63.97	NA
PE1CR	Cable Records <sup>1</sup>			<b>Note 2</b> Initial/subsequent
PE1CR	Cable Records	Per request	NA	\$1706/\$1165
PE1CD	VG/DS0 Cable	Per cable record	NA	\$922.51/\$922.51
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.00/\$18.00
PE1C1	DS1	Per T1TIE	NA	\$8.43/\$8.43
PE1C3	DS3	Per T3TIE	NA	\$29.49/\$29.49
PE1CB	Fiber Cable	Per cable record	NA	\$278.65/\$278.65



LOUISIANA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$33.97/\$21.53
PE1OT	Overtime		NA	\$44.25/\$27.81
PE1PT	Premium Time		NA	\$54.53/\$34.09

**Note(s):**

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

Note1: Cable records 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.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

**EXHIBIT A: BELLSOUTH/Broadslate RATES – MISSISSIPPI  
PHYSICAL COLLOCATION**

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,755.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,130.00 Minimum
PE1SJ	Space Preparation Fees			\$1,200.00
PE1SK	Firm Order Processing*	Per sq. ft.	\$2.61	
PE1SL	Central Office Modifications*	Per sq. ft.	\$2.88	
PE1SM	Common Systems Modifications – Cageless*	Per cage	\$97.85	
	Common Systems Modifications – Caged*			
PE1BW	Space Enclosure(100 sq. ft. minimum)	Per first 100 sq. ft.	\$208.30	NA
PE1C	Welded Wire-mesh	Per add'l 50 sq. ft.	\$20.43	NA
W				
PE1PJ	Floor Space	Per sq. ft.	\$6.53	
PE1BD	Cable Installation	Per cable	NA	\$1,871.00
PE1PM	Cable Support Structure	Per entrance cable	\$19.90	NA
PE1PL	Power			
PE1FB	-48V DC Power*	Per amp	\$8.96	NA
PE1FD	120V AC Power single phase*	Per breaker amp	\$5.61	-
PE1FE	240V AC Power single phase*	Per breaker amp	\$11.23	-
PE1FG	120V AC Power three phase*	Per breaker amp	\$16.84	-
	277 AC Power three phase*	Per breaker amp	\$38.89	-
PE1P2	Cross Connects	Per cross connect		First/Add'l
PE1P4	2-wire		\$0.038	\$33.65/\$31.77
	4-wire		\$0.076	\$33.46/\$31.52

MISSISSIPPI (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1P1	Cross Connects (continued) DS-1	Per cross connect	\$1.30	First/Add'l \$52.73/\$39.70
PE1P3	DS-3		\$16.55	\$51.78/\$38.43
PE1F2	2-fiber		\$3.28	\$51.78/\$38.43
PE1F4	4-fiber		\$5.83	\$64.27/\$50.91
PE1AX	Security Access System Security System*	Per premises	\$85.54	
PE1A1	New Access Card Activation*	Per card	\$0.061	\$55.50
PE1AA	Administrative change, existing card*	Per card		\$15.56
PE1AR	Replace lost or stolen card	Per card		\$45.50
PE1AK	Initial Key	Per key	NA	\$26.16
PE1AL	Replace lost or stolen key	Per key	NA	\$26.16
PE1SR	Space Availability Report*	Per premises requested		\$2,147.00
PE1PE	POT Bay Arrangements <i>Prior to 6/1/99</i> 2-Wire Cross-Connect	Per cross-connect	\$0.1195	NA
PE1PF	4-Wire Cross-Connect		\$0.2389	NA
PE1PG	DS1 Cross-Connect		\$0.9862	NA
PE1PH	DS3 Cross-Connect		\$5.81	NA
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA
PE1CR	Cable Records <sup>1</sup>			<b>Note 2</b> Initial/subsequent
PE1CR	Cable Records	Per request	NA	\$1706/1164
PE1CD	VG/DS0 Cable	Per cable record	NA	\$922.28/\$922.28
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.00/\$18.00
PE1C1	DS1	Per T1TIE	NA	\$8.42/\$8.42
PE1C3	DS3	Per T3TIE	NA	\$29.49/\$29.49
PE1CB	Fiber Cable	Per cable record	NA	\$278.58/\$278.58

MISSISSIPPI (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$33.80/\$21.42
PE1OT	Overtime		NA	\$44.03/\$27.67
PE1PT	Premium Time		NA	\$54.26/\$33.92

**Note(s):**

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

Note1: Cable records 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.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

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

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee*	Per request	NA	\$3,850.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,119.00 Minimum
	Space Preparation Fees			
	Central Office Modification*	Per sq. ft.	\$1.57	
	Common Systems Modification – Cageless*	Per sq. ft.	\$3.26	
	Common Systems Modification – Caged*	Per cage	\$110.79	
	Power*	Per nominal –48v DC Amp	\$5.76	
PE1BW	Space Enclosure (100 sq. ft. minimum)			
PE1C	Welded Wire-mesh*	Per first 100 sq. ft.	\$102.76	NA
W	Welded Wire-mesh*	Per add'l 50 sq. ft.	\$10.44	NA
PE1PJ	Floor Space*	Per sq. ft.	\$3.45	NA
PE1BD	Cable Installation*	Per cable	NA	\$2,305.00
PE1PM	Cable Support Structure*	Per entrance cable	\$21.33	NA
PE1PL	Power			
PE1FB	-48V DC Power*	Per amp	\$6.65	NA
PE1FD	120V AC Power single phase*	Per breaker amp	\$5.50	-
PE1FE	240V AC Power single phase*	Per breaker amp	\$11.01	-
PE1FG	120V AC Power three phase*	Per breaker amp	\$16.51	-
	277 AC Power three phase*	Per breaker amp	\$38.12	-
PE1P2	Cross Connects ( <b>Note 1</b> )	Per cross connect		First/Add'l
PE1P4	2-wire*		\$0.32	\$41.78/\$39.23
PE1P1	4-wire*		\$0.64	\$41.91/\$39.25
PE1P3	DS-1*		\$2.34	\$71.02/\$51.08
PE1F2	DS-3*		\$42.84	\$69.84/\$49.43
PE1F4	2-fiber		\$2.94	\$51.97/\$38.59
	4-fiber		\$5.62	\$64.53/\$51.15

NORTH CAROLINA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Access System Security System*	Per premises	\$41.03	
PE1A1	New Access Card Activation*	Per card	\$0.062	\$55.30
PE1AA	Administrative change, existing card*	Per card		\$15.51
PE1AR	Replace lost or stolen card	Per card		\$45.34
PE1AK	Initial Key	Per key	NA	\$26.18
PE1AL	Replace lost or stolen key	Per key	NA	\$26.18
PE1SR	Space Availability Report*	Per premises requested		\$2,140.00
	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross-connect		
PE1PE	2-Wire Cross-Connect		\$0.10	NA
PE1PF	4-Wire Cross-Connect		\$0.19	NA
PE1PG	DS1 Cross-Connect		\$0.79	NA
PE1PH	DS3 Cross-Connect		\$4.85	NA
PE1B2	2 Fiber Cross-Connect		\$45.30	NA
PE1B4	4 Fiber Cross-Connect		\$61.09	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$42.92/\$25.56
PE1OT	Overtime		NA	\$54.51/\$32.44
PE1PT	Premium Time		NA	\$66.10/\$39.32
	Cable Records <sup>1</sup>			<b>Note 2</b>
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	\$1707/\$1165
PE1CD	VG/DS0 Cable	Per cable record	NA	\$923.08/\$923.08
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.02/\$18.02
PE1C1	DS1	Per T1TIE	NA	\$8.43/\$8.43
PE1C3	DS3	Per T3TIE	NA	\$29.51/\$29.51
PE1CB	Fiber Cable	Per cable record	NA	\$278.82/\$278.82

**EXHIBIT A: BELLSOUTH/Broadslate RATES – NORTH CAROLINA**  
**PHYSICAL COLLOCATION (continued)**

**Note(s):**

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

Note1: Cable records 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.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

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

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3768.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,141.00 Minimum
PE1SJ	Space Preparation Fees Firm Order Processing*			\$1,204.00
PE1SK	Central Office Modifications*	Per sq. ft.	\$2.75	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	\$3.24	
PE1SM	Common Systems Modifications – Caged*	Per cage	\$110.17	
PE1BW	Space Enclosure (100 sq. ft. minimum) Welded Wire-mesh	Per first 100 sq. ft.	\$219.19	NA
PE1C W	Welded Wire-mesh	Per add'l 50 sq. ft.	\$21.50	NA
PE1PJ	Floor Space	Per sq. ft.	\$3.95	NA
PE1BD	Cable Installation	Per cable	NA	\$1,621.00
PE1PM	Cable Support Structure	Per entrance cable	\$21.33	NA
PE1PL	Power -48V DC Power*	Per amp	\$9.19	NA
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.67	-
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.36	-
PE1FE	120V AC Power three phase*	Per breaker amp	\$17.03	-
PE1FG	277 AC Power three phase*	Per breaker amp	\$39.33	-
PE1P2	Cross Connects 2-wire	Per cross connect	\$0.034	First/Add'l \$33.75/\$31.86
PE1P4	4-wire		\$0.068	\$33.71/\$31.75
PE1P1	DS-1		\$1.12	\$53.05/\$39.96
PE1P3	DS-3		\$14.21	\$52.11/\$38.68
PE1F2	2-fiber		\$2.82	\$52.11/\$38.69
PE1F4	4-fiber		\$5.01	\$64.69/\$51.26



SOUTH CAROLINA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Access System Security System*	Per premises	\$74.12	
PE1A1	New Access Card Activation*	Per card	\$0.060	\$55.70
PE1AA	Administrative change, existing card*	Per card		\$15.62
PE1AR	Replace lost or stolen card	Per card		\$45.66
PE1AK	Initial Key	Per key	NA	\$26.25
PE1AL	Replace lost or stolen key	Per key	NA	\$26.25
PE1SR	Space Availability Report*	Per premises requested		\$2,155.00
	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross-connect		
PE1PE	2-Wire Cross-Connect		\$0.1091	NA
PE1PF	4-Wire Cross-Connect		\$0.2181	NA
PE1PG	DS1 Cross-Connect		\$0.9004	NA
PE1PH	DS3 Cross-Connect		\$5.64	NA
PE1B2	2 Fiber Cross-Connect		\$37.36	NA
PE1B4	4 Fiber Cross-Connect		\$50.38	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$33.92/\$21.50
PE1OT	Overtime		NA	\$44.19/\$27.77
PE1PT	Premium Time		NA	\$54.45/\$34.04
	Cable Records <sup>1</sup>			<b>Note 2</b>
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	\$1712/\$1168
PE1CD	VG/DS0 Cable	Per cable record	NA	\$925.57/\$925.57
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.06/\$18.06
PE1C1	DS1	Per T1TIE	NA	\$8.45/\$8.45
PE1C3	DS3	Per T3TIE	NA	\$29.59/\$29.59
PE1CB	Fiber Cable	Per cable record	NA	\$279.57/\$279.57

**EXHIBIT A: BELLSOUTH/Broadslate RATES – SOUTH CAROLINA**  
**PHYSICAL COLLOCATION (continued)**

**Note(s):**

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

Note1: Cable records 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.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

**EXHIBIT A: BELLSOUTH/Broadslate RATES – TENNESSEE  
PHYSICAL COLLOCATION**

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,767.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,140.00 Minimum
PE1SJ	Space Preparation Fees			\$1,204.00
PE1SK	Firm Order Processing*	Per sq. ft.	\$2.74	
PE1SL	Central Office Modifications*	Per sq. ft.	\$2.95	
PE1SM	Common Systems Modifications – Cageless*	Per cage	\$100.14	
	Common Systems Modifications – Caged*			
PE1BW	Space Enclosure (100 sq. ft. minimum)	Per first 100 sq. ft.	\$218.53	NA
PE1C	Welded Wire-mesh	Per add'l 50 sq. ft.	\$21.44	NA
W				
PE1PJ	Floor Space	Per sq. ft.	\$6.75	NA
PE1BD	Cable Installation	Per cable	NA	\$1,757.00
PE1PM	Cable Support Structure	Per entrance cable	\$19.80	NA
PE1PL	Power	Per amp	\$8.87	NA
PE1FB	-48V DC Power*	Per breaker amp	\$5.60	-
PE1FD	120V AC Power single phase*	Per breaker amp	\$11.22	-
PE1FE	240V AC Power single phase*	Per breaker amp	\$16.82	-
PE1FG	120V AC Power three phase*	Per breaker amp	\$38.84	-
	277 AC Power three phase*			
PE1P2	Cross Connects	Per cross connect	\$0.033	First/Add'l \$33.82/\$31.92
PE1P4	2-wire		\$0.066	\$33.94/\$31.95
PE1P1	4-wire		\$1.51	\$53.27/\$40.16
PE1P3	DS-1		\$19.26	\$52.37/\$38.89
PE1F2	DS-3		\$3.82	\$52.37/\$38.89
PE1F4	2-fiber		\$6.79	\$65.03/\$51.55
	4-fiber			

TENNESSEE (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Access System	Per premises	\$55.99	
	Security System			
PE1A1	New Access Card Activation	Per card	\$ .059	\$55.67
PE1AA	Administrative change, existing card	Per card		\$15.61
PE1AR	Replace lost or stolen card	Per card		\$45.64
PE1AK	Initial Key	Per key	NA	\$26.24
PE1AL	Replace lost or stolen key	Per key	NA	\$26.24
PE1SR	Space Availability Report*	Per premises requested		\$2,154.00
	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross-connect		
PE1PE	2-Wire Cross-Connect		\$0.40	NA
PE1PF	4-Wire Cross-Connect		\$1.20	NA
PE1PG	DS1 Cross-Connect		\$1.20	NA
PE1PH	DS3 Cross-Connect		\$8.00	NA
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$33.91/\$21.49
PE1OT	Overtime		NA	\$44.17/\$27.76
PE1PT	Premium Time		NA	\$54.42/\$34.02
	Cable Records <sup>1</sup>			<b>Note 2</b>
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	\$1711/\$1168
PE1CD	VG/DS0 Cable	Per cable record	NA	\$925.06/\$925.06
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.05/\$18.05
PE1C1	DS1	Per T1TIE	NA	\$8.45/\$8.45
PE1C3	DS3	Per T3TIE	NA	\$29.57/\$29.57
PE1CB	Fiber Cable	Per cable record	NA	\$279.42/\$279.42

**Note(s):**

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

Note1: Cable records 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.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

**EXHIBIT B****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 Broadslate 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 Attachment.
- 1.2 **Notice.** BellSouth and Broadslate 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. Broadslate should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 **Practices/Procedures.** BellSouth may make available additional environmental control procedures for Broadslate 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. Broadslate 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 Broadslate space with proper notification. BellSouth reserves the right to stop any Broadslate 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 Broadslate are owned by Broadslate. Broadslate 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

Broadslate or different hazardous materials used by Broadslate at BellSouth Facility. Broadslate 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 Broadslate to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Broadslate 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 Broadslate will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Broadslate 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 Broadslate 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, Broadslate 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. Broadslate further agrees to cooperate with BellSouth to ensure that Broadslate'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 Broadslate, 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	Compliance with all applicable	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> </ul>

or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	<p>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>• 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)	<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>	<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	<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 Series 17000</li> <li>• Std T&amp;C 660-3</li> <li>• Approved Environmental Vendor List (Contact E/S Management)</li> </ul>
<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>	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <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</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> </ul>

	equipment	<ul style="list-style-type: none"> <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 & Conditions



# **EXHIBIT AWG-6**

**Letter from Robert Blau Dated April 14, 2001,  
to Lawrence Strickling**



BellSouth  
Suite 900  
1133-21st Street, N.W.  
Washington, D.C. 20036-3351

Robert T. Blau, Ph.D., CFA  
Vice President-Executive and  
Federal Regulatory Affairs

robert.blau@bellsouth.com

202 463-4108  
Fax 202 463-4631

April 14, 2000

Mr. Lawrence E. Strickling  
Chief, Common Carrier Bureau  
Federal Communications Commission  
445 Twelfth Street, SW  
Washington, DC 20554

Re: BellSouth's Collocation Arrangements

Dear Larry:

In response to your request, this will confirm BellSouth's position regarding the continuance of existing collocation arrangements and the provisioning of new collocation arrangements within its central offices in the light of the recent Court of Appeals decision regarding collocation. *GTE Services Corporation, et al., v. FCC*, No. 99-1176 (D.C. Cir. March 17, 2000)

BellSouth developed the terms and conditions for its collocation contracts based upon the collocation orders issued by the Commission. BellSouth continues to work hard to make each existing collocation contract conform to both the spirit and letter of these orders. This includes the collocation requirements set forth in the Commission's *First Report and Order* released on March 31, 1999. Moreover, BellSouth implements all collocation arrangements with CLECs pursuant to the collocation contracts in place with those CLECs until such time as those contracts are amended or renegotiated. Consequently, the implementation of each collocation arrangement conforms to the requirements established in the Commission's orders.

BellSouth will continue to honor all existing collocation contracts with CLECs. This includes continuing to process all requests for collocation consistent with the terms of the contract and allowing equipment that is currently in place to remain in its collocation space. Accordingly, regardless of the recent Court of Appeals' decision, BellSouth will not change existing collocation arrangements or procedures for processing requests under any existing collocation contract during the life of such contracts or until the Commission issues new rules regarding collocation. Upon issuance of new rules, BellSouth will seek to amend existing contracts, in accordance with the terms of the contracts, to comply with the new rules.

Mr. Larry E. Strickling

April 14, 2000

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Once a CLEC's contract expires, BellSouth may propose new language consistent with the Court of Appeals' decision that vacated portions of the Commission's rules established in the *First Report and Order*. Regarding existing collocation arrangements that do not conform to the Court of Appeals' decision, however, BellSouth will allow the equipment already installed in such arrangements to remain in place and will grandfather the already installed equipment in those arrangements under any new contract negotiated with the CLEC. BellSouth's willingness to grandfather such arrangements that do not conform to the Court of Appeal's decision is conditioned upon the Commission not treating such a grandfather clause as discriminatory. Should the Commission or a state commission assert that the grandfather clause is discriminatory or that other CLECs can opt into the grandfather clause under Section 51.809(e) of the Commission's rules, BellSouth reserves the right to terminate the grandfather clause and require the removal of non-conforming collocation arrangements.

Please contact me if you have any questions regarding BellSouth's positions discussed above.

Sincerely

A handwritten signature in black ink, appearing to read "Robert T. Blau". The signature is written in a cursive style with a large initial "R".

Robert T. Blau



# **EXHIBIT AWG-7**

**Remote Site Physical Location**

**Remote Site Physical Collocation**



## BELLSOUTH

### REMOTE SITE PHYSICAL COLLOCATION

#### 1. Scope of Attachment

- 1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when Broadslate is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location pursuant to Section 4.

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

- 1.2 Right to occupy. BellSouth shall offer to Broadslate 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 rates, terms, and conditions of this Attachment, BellSouth hereby grants to Broadslate a right to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, of a size which is specified by Broadslate 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 Attachment does not include all the necessary rates, terms and conditions for other BellSouth remote locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions at the request for Remote Site collocation at BellSouth remote locations other than those specified above.
- 1.2.1 In all states other than Florida, the size specified by Broadslate may contemplate a request for space sufficient to accommodate Broadslate's growth within a two year period. Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.
- 1.2.2 In the state of Florida, the size specified by Broadslate may contemplate a request for space sufficient to accommodate Broadslate's growth within an eighteen (18) month period.

- 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 Broadslate that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon Broadslate's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Broadslate. Broadslate agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for Broadslate. 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 Broadslate as above, Broadslate shall be responsible for obtaining such permission to access and use such property . BellSouth shall cooperate with Broadslate 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. Broadslate 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. Broadslate shall use the Remote Collocation Space for the purposes of installing, maintaining and operating Broadslate'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. Broadslate agrees to pay the rates and charges identified in Exhibit A attached hereto.
- 1.7 Due Dates. In all states except Georgia, if any due date contained in this Attachment falls on a weekend or holiday, then the due date will be the next business day thereafter.
- 2. Space Notification**
- 2.1 Availability of Space. Upon submission of an Application pursuant to Section 6, BellSouth will permit Broadslate to physically collocate, pursuant to the terms of this Attachment, 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 6.5 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 Broadslate of the amount that is available.
- 2.2 Availability Notification. 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 Remote Site Location. This interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify Broadslate of the amount of space that is available.
- 2.2.1 BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. If the amount of space requested is not available, BellSouth will notify Broadslate of the amount that is available.
- 2.2.2 BellSouth will respond to a Louisiana Application within ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications, it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify Broadslate of the amount of space that is available.
- 2.2.3 BellSouth will respond to a Mississippi Application within ten (10) business days as to whether space is available or not available within a BellSouth Premises. If the amount of space requested is not available, BellSouth will notify Broadslate of the amount of space that is available.
- 2.3 Reporting. Upon request from Broadslate, 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.
- 2.3.1 The request from Broadslate 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 Broadslate is unable to obtain the CLLI code, from for example a site visit to the remote site, Broadslate may request the CLLI code from BellSouth. To obtain a CLLI code for a remote site directly from BellSouth, Broadslate should submit to BellSouth a Remote Site Interconnection Request for Remote Site CLLI Code prior to submitting its request for a Space Availability Report. Broadslate should complete all the requested information and submit the Request with the applicable fee to BellSouth.
- 2.3.2 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 Broadslate and inform Broadslate of the time frame under which it can respond.
- 2.3.3 In Mississippi, BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) business days of receipt of such request. BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes 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 business day response time, BellSouth shall notify Broadslate and inform Broadslate of the time frame under which it can respond.
- 2.4 Denial of Application. After notifying Broadslate that BellSouth has no available space in the requested Remote Site Location ("Denial of Application"), BellSouth will allow Broadslate, 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.
- 2.4.1 Denial of Application. In Mississippi, after notifying Broadslate that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow Broadslate, upon request, to tour the Remote Site Location within ten (10) business days of such Denial of Application. In order to schedule said tour within ten (10) business days, the request for a tour of

- the Remote Site Location must be received by BellSouth within five (5) business days of the Denial of Application.
- 2.5 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 Broadslate to inspect any plans or diagrams that BellSouth provides to the Commission.
- 2.6 Waiting List. Unless otherwise specified, 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 Remote Site Location is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. Broadslate must submit an updated, complete, and correct Application to BellSouth within 30 calendar days (in Mississippi, 30 business days) or notify BellSouth in writing that Broadslate wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If Broadslate 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 Broadslate from the waiting list. Upon request, BellSouth will advise Broadslate as to its position on the list.
- 2.6.1 In Florida, 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 Remote Site Location is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available.
- 2.7 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 (in Mississippi, 10 business 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. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.6.
- 2.8 Regulatory Agency Procedures. Notwithstanding the foregoing, should any state or federal regulatory agency impose procedures or intervals different than procedures or intervals set forth in this section applicable to Broadslate, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for all Applications submitted for the first time after the effective date thereof for that jurisdiction.
- 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 Broadslate to collocate Broadslate's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Broadslate to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments pursuant to Section 6. For equipment requiring special technical considerations, Broadslate must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6.8 following. Subject to space availability and technical feasibility, at Broadslate's option, Broadslate may enclose its equipment.
- 3.3 Shared (Subleased) Collocation. Broadslate may allow other telecommunications carriers to share Broadslate's Remote Site collocation arrangement pursuant to terms and conditions agreed to by Broadslate ("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. Broadslate shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days (in Mississippi, 10

business 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 Broadslate that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and Broadslate.

- 3.3.1 Broadslate shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. In all states other than Florida, and in addition to the foregoing, Broadslate 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 Exhibit A. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.
- 3.3.2 Broadslate 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 Broadslate'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. BellSouth will provide approval for adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") where space within the Remote Site Location is legitimately exhausted, subject to technical feasibility, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property and where permitted by zoning and other applicable state and local regulations. The Remote Site Adjacent Arrangement shall be constructed or procured by Broadslate and in conformance with BellSouth's design and construction specifications. Further, Broadslate shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for the Remote Site Adjacent Arrangement.
- 3.4.2 Should Broadslate elect such an option, Broadslate 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, Broadslate and Broadslate's BellSouth Certified Contractor must comply with local building code requirements. Broadslate's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Broadslate's BellSouth Certified Contractor shall bill Broadslate directly for all work performed for Broadslate pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. Broadslate 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 Broadslate's locked enclosure prior to notifying Broadslate.
- 3.4.3 BellSouth maintains the right to review Broadslate'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 Commencement Date, as defined in Section 4.1 following, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require Broadslate, at Broadslate'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.
- 3.4.4 Broadslate 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 Broadslate'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. Broadslate's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.
- 3.4.5 BellSouth shall allow Shared (Subleased) Caged Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3 preceding.
- 4. Occupancy**
- 4.1 Commencement Date. The "Commencement Date" shall be the day Broadslate's equipment becomes operational as described in Article 4.2, following.



- 4.2 Occupancy. BellSouth will notify Broadslate in writing that the Remote Collocation Space is ready for occupancy. Broadslate must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. For purposes of this paragraph, Broadslate's telecommunications equipment will be deemed operational when connected to BellSouth's network for the purpose of service provision.
- 4.3 Termination. Except where otherwise agreed to by the Parties, Broadslate may terminate occupancy in a particular Remote Collocation Space upon thirty (30) calendar days prior written notice to BellSouth. Upon termination of such occupancy, Broadslate at its expense shall remove its equipment and other property from the Remote Collocation Space. Broadslate shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of Broadslate's Guests; provided, however, that Broadslate shall continue payment of monthly fees to BellSouth until such date as Broadslate has fully vacated the Remote Collocation Space. Should Broadslate or Broadslate'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 Broadslate or Broadslate's Guest at Broadslate's expense and with no liability for damage or injury to Broadslate or Broadslate'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, Broadslate shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the Broadslate except for ordinary wear and tear unless otherwise agreed to by the Parties. Broadslate 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 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 Broadslate's failure to comply with this section.
- 5.1.2 Broadslate 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 Broadslate shall place a plaque or other identification affixed to Broadslate's equipment necessary to identify Broadslate's equipment, including a list of emergency contacts with telephone numbers.
- 5.1.4 All Broadslate 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 collocation site. 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. Broadslate may elect to place Broadslate-owned or Broadslate-leased entrance facilities into the Remote Collocation Space from Broadslate'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. Broadslate 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. Broadslate must contact BellSouth for instructions prior to placing the entrance facility cable . Broadslate is responsible for maintenance of the entrance facilities.
- 5.2.1 Shared Use. Broadslate may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to another Broadslate collocation arrangement within the same BellSouth Remote Site Location.
- 5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between Broadslate'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. Broadslate or its agent must perform all required maintenance to Broadslate

- equipment/facilities on its side of the demarcation point, pursuant to Section 5.8, following
- 5.4 Broadslate's Equipment and Facilities. Broadslate, or if required by this Attachment, Broadslate's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Broadslate.
- 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 11, Broadslate shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. Broadslate 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 Broadslate or Broadslate'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 Broadslate and returned to BellSouth Access Management within 15 calendar days of Broadslate'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. Broadslate agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Broadslate employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Broadslate or upon the termination of this Attachment or the termination of occupancy of an individual Remote Site collocation arrangement.
- 5.7 Lost or Stolen Access Keys. Broadslate 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), Broadslate shall pay for all reasonable costs associated with the re-keying.
- 5.8 Interference or Impairment. Notwithstanding any other provisions of this Attachment, 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 Broadslate violates the provisions of this paragraph, BellSouth shall give written notice to Broadslate, which notice shall direct Broadslate to cure the violation within forty-eight (48) hours of Broadslate'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. 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 Broadslate 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 Broadslate's equipment. BellSouth will endeavor, but is not required, to provide notice to Broadslate prior to taking such action and shall have no liability to Broadslate for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct. 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 Broadslate 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 Broadslate 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, Broadslate 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 Broadslate 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 Broadslate at any time. Any damage caused to the Remote

Collocation Space by Broadslate's employees, agents or representatives shall be promptly repaired by Broadslate at its expense.

- 5.10 Alterations. In no case shall Broadslate or any person acting on behalf of Broadslate make any rearrangement, modification, improvement, addition, repair, 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 such specialized alterations shall be paid by Broadslate. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require an Application Fee, pursuant to sub-section 6.2.
- 5.11 Upkeep of Remote Collocation Space. Broadslate shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. Broadslate shall be responsible for removing any Broadslate debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.
- 6. Ordering and Preparation of Remote Collocation Space**
- 6.1 State or Federal Regulatory agency impose procedures or intervals. Should any state or federal regulatory agency impose procedures or intervals different than procedures or intervals set forth in this section applicable to Broadslate, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for all applications submitted for the first time after the effective date thereof for that jurisdiction.
- 6.2 Application for Space. Broadslate shall submit a Remote Site Collocation Application when Broadslate or Broadslate'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 Broadslate or Broadslate's Guest(s) equipment placement, Broadslate 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. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in Broadslate's Remote Collocation Space(s) in addition to the CLLI code applicable to that location. Prior to submitting the application, CLLI information can be obtained in the manner set forth in Section 2.3.1.
- 6.4 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

pursuant to Section 2. Payment of the Application Fee will be due as dictated by Broadslate's current billing cycle and is non-refundable.

- 6.5 Application Response. In Alabama, North Carolina, and Tennessee, In addition to the notice of space availability pursuant to Section 2, BellSouth will respond within ten (10) calendar days of receipt of an Application stating whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. Sufficient detail will be provided to permit Broadslate a reasonable opportunity to correct each deficiency. Broadslate must correct any deficiencies in its Application and resubmit a Bona Fide Application within ten (10) calendar days of being notified of the deficiencies in the original Application. If Broadslate fails to resubmit its Application as Bona Fide within this ten (10) day period, Broadslate will lose its place in the collocation queue. This interval excludes national holidays. When space has been determined to be available, BellSouth will provide a written response ("Application Response"), which will include the configuration of the space and an estimate of the interval to provide the Remote Collocation Space.
- 6.5.1 Application Response. Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, the following will apply. In addition to the notice of space availability pursuant to Section 2, BellSouth will 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. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.5.2 Application Response (Florida). Within fifteen (15) calendar days of receipt of a Bona Fide Application, BellSouth will respond as to whether space is available or not available within a particular Remote Site Location. Additionally, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including sufficient information to enable Broadslate to place a Firm Order. When Broadslate submits ten (10) or more Applications within

- ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.
- 6.5.3 Application Response (Georgia) In addition to the notice of space availability pursuant to Section 2.1, BellSouth will 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. When space has been determined to be available for caged or cageless arrangements, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response 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 7.
- 6.5.4 Application Response (Louisiana). In addition to the notice of space availability pursuant to Section 2, BellSouth will 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. BellSouth will respond as to whether space is available or not available within a particular Remote Site Location in accordance with Section 2. BellSouth will respond with a full Application Response within 30 calendar days for one to ten Applications; 35 calendar days for eleven to twenty Applications; and for requests of more than twenty Application it is increased by five calendar days for every five Applications received within five business days.
- 6.5.5 Application Response (Mississippi) In addition to the notice of space availability pursuant to Section 2, BellSouth will 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. When space has been determined to be available, BellSouth will provide a written response (“Application Response”) within thirty (30) business days of receipt of a Bona Fide Application. When multiple applications are submitted in a state within a fifteen (15) business day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) business days for Bona Fide Applications 1-5; within thirty-six (36) business days for Bona Fide Applications 6-10; within forty-two (42) business days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.5.6 Application Response (Kentucky) In addition to the notice of space availability pursuant to Section 2, BellSouth will 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. When space has been determined to be available, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days of receipt of a Bona Fide Application. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.6 Application Modifications. In Alabama, North Carolina, and Tennessee, if a modification or revision is made to any information in the Bona Fide Application for Remote Site Collocation or the Bona Fide Application for Adjacent Remote Site Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Broadslate 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 shall charge Broadslate a Subsequent Application Fee. Major changes, such as requesting additional space or adding equipment may require Broadslate to submit the Application with an Application Fee.
- 6.6.1 Application Modifications. For all States that have ordered provisioning intervals but not application response intervals, and except as otherwise specified, the following will apply. If a modification or revision is made to any information in the Bona Fide Application for Remote Site Collocation or the Bona Fide Application for Adjacent Remote Site Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Broadslate or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate Broadslate’s Bona Fide Application as a result of changes requested by Broadslate to Broadslate’s original application, then BellSouth will charge Broadslate a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require Broadslate to resubmit the Application with an Application Fee.
- 6.6.2 Application Modifications (Florida). If a modification or revision is made to any information in the Bona Fide Application for Remote Site Collocation or



the Bona Fide Application for Adjacent Remote Site Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Broadslate or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within fifteen (15) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate Broadslate's Bona Fide Application as a result of changes requested by Broadslate to CLEC's original , then BellSouth will charge Broadslate a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require Broadslate to resubmit the Application with an Application Fee.

6.6.3 Application Modifications (Mississippi). If a modification or revision is made to any information in the Bona Fide Application for Remote Site Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Broadslate or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) business days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate Broadslate's Bona Fide Application as a result of changes requested by Broadslate to CLEC's original Application, then BellSouth will charge Broadslate a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require Broadslate to resubmit the Application with an Application Fee.

6.6.4 Application Modifications (Louisiana). If a modification or revision is made to any information in the Bona Fide Application for Remote Site Collocation or the Bona Fide Application for Adjacent Remote Site Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Broadslate or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. BellSouth will respond to such modifications or revisions within 30 calendar days for one to ten revised Applications; 35 calendar days for eleven to twenty revised Applications; and for requests of more than twenty revised Applications it is increased by five calendar days for every five revised Applications received within five business days. If, at any time, BellSouth needs to reevaluate Broadslate's Bona Fide Application as a result of changes requested by Broadslate to CLEC's original Application, then BellSouth will charge Broadslate a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require Broadslate to resubmit the Application with an Application Fee.

- 6.6.5 Application Modifications (Kentucky & Georgia). If a modification or revision is made to any information in the Bona Fide Application for Remote Site Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Broadslate or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate Broadslate's Bona Fide Application as a result of changes requested by Broadslate to Broadslate's original Application, then BellSouth will charge Broadslate a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require Broadslate to resubmit the Application with an Application Fee.
- 6.7 Bona Fide Firm Order. In Alabama, North Carolina, and Tennessee, Broadslate shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Bona Fide Firm Order to BellSouth. A Firm Order shall be considered Bona Fide when Broadslate has completed the Application/Inquiry process described in Section 6.3, preceding, 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 seven (7) calendar days after BellSouth's Application Response to Broadslate's Bona Fide Application, unless BellSouth provides an Application Response on or before the ten-day response interval set forth in section 2, in which case Broadslate must submit its Bona Fide Firm Order to BellSouth within seventeen (17) calendar days of BellSouth's receipt of the Bona Fide Application. If Broadslate fails to submit its Bona Fide Firm Order to BellSouth within the time frames set forth above, the provisioning intervals set forth in section 6.6 shall apply from the date of receipt of the Bona Fide Firm Order and not from the date of the Bona Fide Application. If Broadslate fails to submit a Bona Fide Firm Order within fifteen (15) days of receipt of an Application Response, the Application will expire.
- 6.7.1 Bona Fide Firm Order. Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. Broadslate shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when Broadslate has completed the Application/Inquiry process described in Section 6.3, preceding 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 thirty (30) calendar days

(in Mississippi 30 business days) after BellSouth's Application Response to Broadslate's Bona Fide Application or the Application will expire.

- 6.7.2 Bona Fide Firm Order (Kentucky & Mississippi). Broadslate shall indicate its intent to proceed with equipment installation in a BellSouth Remote Terminal Location by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when Broadslate has completed the Application/Inquiry process described in Section 6.3, preceding 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 thirty (30) calendar days (in Mississippi 30 business days) after BellSouth's Application Response to Broadslate's Bona Fide Application or the Application will expire.
- 6.7.3 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 Broadslate'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.
- 6.8 BellSouth will permit one accompanied site visit to Broadslate's designated Remote Collocation Space after receipt of the Bona Fide Firm Order without charge to Broadslate.
- 6.9 Broadslate must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Remote Site Location a minimum of 30 calendar days prior to the date Broadslate desires access to the Remote Collocation Space. Broadslate may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event Broadslate desires access to the Collocation Space after submitting such a request but prior to Access being approved, BellSouth shall permit Broadslate to access the Collocation Space, accompanied by a security escort at Broadslate's expense. Broadslate must request escorted access at least three (3) business days prior to the date such access is desired.
- 6.10 Construction and Provisioning Interval. In Alabama, North Carolina, and Tennessee, BellSouth will complete construction for Remote Site collocation arrangements within a maximum of 90 calendar days from receipt of an Application, or as agreed to by both parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with Broadslate or seek a waiver from this interval from the Commission.

Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.

- 6.10.1 Construction and Provisioning Interval (Florida). BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 45 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and Broadslate cannot agree upon a completion date, within 45 calendar days of receipt of the Bona Fide Firm Order for an initial request, and within 30 calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.
- 6.10.2 Construction and Provisioning Interval (Georgia). BellSouth will use best efforts to complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will use best efforts to complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of 60 calendar days from receipt of a Bona Fide Firm Order and 90 calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with Broadslate or seek a waiver from this interval from the Commission.
- 6.10.3 Construction and Provisioning Interval (Louisiana). BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order for an initial request, and within 60 calendar days for

- an Augmentation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with Broadslate or seek a waiver from this interval from the Commission.
- 6.10.4 Construction and Provisioning Interval (Mississippi). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with Broadslate or seek a waiver from this interval from the Commission.
- 6.10.5 Construction and Provisioning Interval (Kentucky). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other Collocation Space ("extraordinary conditions") within 130 calendar days of

- the receipt of a Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with Broadslate or seek a waiver from this interval from the Commission.
- 6.10.6 Construction and Provisioning Interval (South Carolina). BellSouth will complete the construction and provisioning activities for cageless and caged collocation arrangements as soon as possible, but no later than 90 calendar days from receipt of a bona fide firm order. BellSouth may elect to renegotiate an alternative provisioning interval with Broadslate or seek a waiver from this interval from the Commission.
- 6.11 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, excluding the time interval required to secure the appropriate government licenses and permits or additional public or private rights of way, BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide Broadslate with the estimated completion date in its Response.
- 6.12 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.
- 6.13 Acceptance Walk Through. Upon request, Broadslate will contact BellSouth within seven (7) days of collocation space being ready to schedule an acceptance walk through of each Remote Collocation Space requested from BellSouth by Broadslate. BellSouth will correct any deviations to Broadslate'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.
- 6.14 Use of BellSouth Certified Supplier. Broadslate shall select a supplier that has been approved as a BellSouth Certified Supplier to perform all engineering and installation work required in the Remote Collocation Space per TR 73503 specifications. BellSouth shall provide Broadslate with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Broadslate'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 Broadslate upon successful completion of installation. The BellSouth Certified Supplier shall bill Broadslate directly for all work performed for Broadslate pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying Broadslate or any supplier proposed by Broadslate. All work performed by or for Broadslate shall conform to generally accepted industry guidelines and standards.
- 6.15 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. Broadslate shall be responsible for placement, monitoring and removal of alarms used to service Broadslate'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.
- 6.16 Basic Telephone Service. Upon request of Broadslate, BellSouth will provide basic telephone service to the Remote Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.
- 6.17 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 Exhibit A of this agreement. For the interconnection to BellSouth's network and access to BellSouth unbundled network elements, Broadslate may purchase 2-wire and 4-wire cross-connects as set forth the service inquiry procedures established for sub loop unbundling as set forth in Attachment 2 of the Interconnection Agreement, and Broadslate 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, Broadslate 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 Broadslate, such information will be provided to Broadslate in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to Broadslate within 180 calendar days of

- BellSouth's written denial of Broadslate's request for physical collocation, and (ii) Broadslate was not informed in the written denial that physical Remote Collocation Space would become available within such 180 calendar days, then Broadslate 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. Broadslate 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.
- 6.18 Cancellation. If, at anytime prior to space acceptance, Broadslate cancels its order for the Remote Collocation Space(s), Broadslate will reimburse BellSouth for charges incurred up to the date that written notice of the cancellation is received by BellSouth, in the following manner: BellSouth will ascertain how far preparation work has progressed. Broadslate will be billed the applicable non recurring rate for any and all work processes for which work has begun.
- 6.19 Licenses. Broadslate, 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.
- 6.20 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.
- 7. Rates and Charges**
- 7.1 Recurring Fees. Recurring fees for space occupancy shall be billed upon space completion or space acceptance, whichever occurs first. Other charges shall be billed upon request for the services. All charges shall be due as dictated by Broadslate's current billing cycle.
- 7.2 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 Broadslate's equipment. Broadslate 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
- 7.3 Power. BellSouth shall make available -48 Volt (-48V) DC power for Broadslate's Remote Collocation Space at a BellSouth Power Board (Fuse



- and Alarm Panel) or BellSouth Battery Distribution Fuse Bay (“BDFB”) at Broadslate’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 Broadslate’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.
- 7.3.1 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 Broadslate’s BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Broadslate’s BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At Broadslate’s option, Broadslate may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 7.4 Security Escort. A security escort will be required whenever Broadslate 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 and/or prior to Space Acceptance. The parties agree that a security escort will not be required for remote site collocation. However, if one is needed, the parties will negotiate appropriate security escort rates which will be assessed on a one half (1/2) hour increment basis.
- 7.5 Rate “True-Up”. The Parties agree that the prices reflected as interim herein shall be “trued-up” (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter “Commission”). Under the “true-up” process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service (“Total Interim Price”). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due (“Total Final Price”). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, Broadslate shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to Broadslate. Each Party shall keep its own records upon which a “true-up” can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such “true-up,”

the Parties agree that the Commission shall be called upon to resolve such differences.

7.6 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due as dictated by Broadslate's current billing cycle. Broadslate will pay a late payment charge as specified in the current State Tariff.

## 8. Insurance

8.1 Maintain Insurance. Broadslate 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 Attachment and having a Best's Insurance Rating of A-.

8.2 Coverage. Broadslate shall maintain the following specific coverage:

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

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

8.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Broadslate's real and personal property situated on or within BellSouth's Remote Site Location.

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

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

8.4 All policies purchased by Broadslate shall be deemed to be primary. All policies purchased by Broadslate 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 Attachment or until all Broadslate's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If Broadslate fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Broadslate.

- 8.5 Submit certificates of insurance. Broadslate 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. Broadslate shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Broadslate's insurance company. Broadslate 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

- 8.6 Conformance to recommendations made by BellSouth's fire insurance company. Broadslate must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 8.7 Self-Insurance. If Broadslate's net worth exceeds five hundred million dollars (\$500,000,000), Broadslate may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 8.2.1 and 8.2.3. Broadslate 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 Broadslate in the event that self-insurance status is not granted to Broadslate. If BellSouth approves Broadslate for self-insurance, Broadslate shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Broadslate's corporate officers. The ability to self-insure shall continue so long as Broadslate meets all of the requirements of this Section. If Broadslate subsequently no longer satisfies this Section, Broadslate is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.3.

- 8.8 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 Attachment upon thirty (30) days' notice to Broadslate to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 8.9 Failure to comply. Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

## 9. **Mechanics Liens**

- 9.1 Mechanics Lien or other Liens. If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or Broadslate), 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.

## 10. **Inspections**

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

## 11. **Security and Safety Requirements**

- 11.1 The security and safety requirements. The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own Remote Site Location either for their own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Contractors and authorized employees, authorized

- Guests, pursuant to Section 3.3, proceeding, or authorized agents of Broadslate will be permitted in the BellSouth Remote Site Location. Broadslate shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Remote Collocation Space or other areas in or around the Remote Site Location. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the Broadslate name. BellSouth reserves the right to remove from its Remote Site Location any employee of Broadslate not possessing identification issued by Broadslate or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Broadslate shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location. Broadslate shall be solely responsible for ensuring that any Guest of Broadslate is in compliance with all subsections of this Section 11.
- 11.1.1 Broadslate will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Broadslate employee being considered for work on the BellSouth Remote Site Location, for the states/counties where the Broadslate employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.
- 11.1.2 Broadslate will be required to administer to their personnel assigned to the BellSouth Remote Site Location security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 11.1.3 Broadslate shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions. Broadslate shall not assign to the BellSouth Remote Site Location 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 Broadslate personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the even that Broadslate chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Broadslate may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 11.1.4 For each Broadslate employee requiring access to a BellSouth Remote Site Location pursuant to this Attachment, Broadslate 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, Broadslate will disclose the nature of the convictions to BellSouth at that time. In the alternative, Broadslate may certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 11.1.5 At BellSouth's request, Broadslate shall promptly remove from the BellSouth's Remote Site Location any employee of Broadslate BellSouth does not wish to grant access to its Remote Site Location 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation in the event that an employee of Broadslate is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 11.2 Notification to BellSouth. BST reserves the right to interview Broadslate'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 Broadslate's Security contact of such interview. Broadslate and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Broadslate's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Broadslate for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Broadslate's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Broadslate for BellSouth property which is stolen or damaged where an investigation determines the culpability of Broadslate's employees, agents, or contractors and where Broadslate agrees, in good faith, with the results of such investigation. Broadslate shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth Remote Site Location 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 the BellSouth Remote Site Location, any employee found to have violated the security and safety requirements of this section. Broadslate shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location.
- 11.3 Use of Supplies. Unauthorized use of telecommunications equipment or supplies 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.

11.4 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 Remote Site Location. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

11.5 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.

## 12. **Destruction of Remote Collocation Space**

12.1 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 Broadslate's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate this Attachment 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 Broadslate'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 Broadslate, 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. Broadslate 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 Broadslate's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Broadslate. Where allowed and where practical, Broadslate may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, Broadslate shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for Broadslate's permitted use, until such Remote Collocation Space is fully repaired and restored and Broadslate'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 Broadslate has placed a Remote Site Adjacent Arrangement pursuant to section 3.4, Broadslate 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.

### **13. Eminent Domain**

13.1 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 Attachment 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 Broadslate shall each have the right to terminate this Attachment 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.

### **14. Nonexclusivity**

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



**EXHIBIT A: BELLSOUTH/Broadslate RATES – ALABAMA  
REMOTE SITE COLLOCATION**

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

<b>USOC</b>	<b>Rate Element Description</b>	<b>Unit</b>	<b>Recurring Rate (RC)</b>	<b>Non-Recurring Rate (NRC)</b>
PE1RA	Application Fee*	Per request	N/A	\$869.18
PE1RB	Cabinet Space *	Per Rack/Bay	\$230.19	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.19
PE1SR	Space Availability Report*	Per premises requested	N/A	\$231.74
PE1RE	Request for CLLI*	Per Premises Requested	N/A	\$75.11
AEH	Additional Engineering Fee <b>(Note 1)</b>	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort <b>(Note 1)</b> Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element  
ICB/TBD rates will be on an Individual Case Basis .

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

**EXHIBIT A: BELLSOUTH/Broadslate RATES – FLORIDA  
REMOTE SITE COLLOCATION**

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

<b>USOC</b>	<b>Rate Element Description</b>	<b>Unit</b>	<b>Recurring Rate (RC)</b>	<b>Non-Recurring Rate (NRC)</b>
PE1RA	Application Fee*	Per request	N/A	\$874.14
PE1RB	Cabinet Space *	Per Rack/Bay	\$232.50	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.20
PE1SR	Space Availability Report*	Per premises requested	N/A	\$231.45
PE1RE	Request for CLLI*	Per Premises Requested	N/A	\$75.13
AEH	Additional Engineering Fee <b>(Note 1)</b>	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort <b>(Note 1)</b> Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element  
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

**EXHIBIT A: BELLSOUTH/Broadslate RATES – GEORGIA  
REMOTE SITE COLLOCATION**

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	\$931.61
PE1RB	Cabinet Space *	Per Rack/Bay	\$224.82	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$25.88
PE1SR	Space Availability Report*	Per premises requested	N/A	\$229.02
PE1RE	Request for CLLI*	Per Premises Requested	N/A	\$74.22
AEH	Additional Engineering Fee <b>(Note 1)</b>	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort <b>(Note 1)</b> Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element  
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

**EXHIBIT A: BELLSOUTH/Broadslate RATES – KENTUCKY  
REMOTE SITE COLLOCATION**

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

<b>USOC</b>	<b>Rate Element Description</b>	<b>Unit</b>	<b>Recurring Rate (RC)</b>	<b>Non-Recurring Rate (NRC)</b>
PE1RA	Application Fee*	Per request	N/A	\$868.91
PE1RB	Cabinet Space *	Per Rack/Bay	\$224.41	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.60
PE1SR	Space Availability Report*	Per premises requested	N/A	\$231.82
PE1RE	Request for CLLI*	Per Premises Requested	N/A	\$75.13
AEH	Additional Engineering Fee <b>(Note 1)</b>	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort <b>(Note 1)</b> Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element  
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

**EXHIBIT A: BELLSOUTH/Broadslate RATES – LOUISIANA  
REMOTE SITE COLLOCATION**

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

<b>USOC</b>	<b>Rate Element Description</b>	<b>Unit</b>	<b>Recurring Rate (RC)</b>	<b>Non-Recurring Rate (NRC)</b>
PE1RA	Application Fee*	Per request	N/A	\$868.25
PE1RB	Cabinet Space *	Per Rack/Bay	\$257.01	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.16
PE1SR	Space Availability Report*	Per premises requested	N/A	\$231.49
PE1RE	Request for CLLI*	Per Premises Requested	N/A	\$75.02
AEH	Additional Engineering Fee <b>(Note 1)</b>	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort <b>(Note 1)</b> Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element  
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

**EXHIBIT A: BELLSOUTH/Broadslate RATES – MISSISSIPPI  
REMOTE SITE COLLOCATION**

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

<b>USOC</b>	<b>Rate Element Description</b>	<b>Unit</b>	<b>Recurring Rate (RC)</b>	<b>Non-Recurring Rate (NRC)</b>
PE1RA	Application Fee*	Per request	N/A	\$868.60
PE1RB	Cabinet Space *	Per Rack/Bay	\$241.11	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.16
PE1SR	Space Availability Report*	Per premises requested	N/A	\$231.43
PE1RE	Request for CLLI*	Per Premises Requested	N/A	\$75.01
AEH	Additional Engineering Fee <b>(Note 1)</b>	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort <b>(Note 1)</b> Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element  
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

**EXHIBIT A: BELLSOUTH/Broadslate RATES – NORTH CAROLINA**  
**REMOTE SITE COLLOCATION**

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

<b>USOC</b>	<b>Rate Element Description</b>	<b>Unit</b>	<b>Recurring Rate (RC)</b>	<b>Non-Recurring Rate (NRC)</b>
PE1RA	Application Fee*	Per request	N/A	\$865.34
PE1RB	Cabinet Space *	Per Rack/Bay	\$254.02	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.06
PE1SR	Space Availability Report*	Per premises requested	N/A	\$230.60
PE1RE	Request for CLLI*	Per Premises Requested	N/A	\$74.74
AEH	Additional Engineering Fee <b>(Note 1)</b>	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort <b>(Note 1)</b> Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element  
 ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

**EXHIBIT A: BELLSOUTH/Broadslate RATES – SOUTH CAROLINA**  
**REMOTE SITE COLLOCATION**

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	\$871.12
PE1RB	Cabinet Space *	Per Rack/Bay	\$246.44	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.25
PE1SR	Space Availability Report*	Per premises requested	N/A	\$232.25
PE1RE	Request for CLLI*	Per Premises Requested	N/A	\$75.27
AEH	Additional Engineering Fee <b>(Note 1)</b>	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort <b>(Note 1)</b> Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element  
 ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.



**EXHIBIT A: BELLSOUTH/Broadslate RATES – TENNESSEE  
REMOTE SITE COLLOCATION**

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

<b>USOC</b>	<b>Rate Element Description</b>	<b>Unit</b>	<b>Recurring Rate (RC)</b>	<b>Non-Recurring Rate (NRC)</b>
PE1RA	Application Fee*	Per request	N/A	\$872.95
PE1RB	Cabinet Space *	Per Rack/Bay	\$219.37	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.23
PE1SR	Space Availability Report*	Per premises requested	N/A	\$232.12
PE1RE	Request for CLLI*	Per Premises Requested	N/A	\$75.23
AEH	Additional Engineering Fee <b>(Note 1)</b>	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort <b>(Note 1)</b> Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element  
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

## **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 Broadslate 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 Attachment.
- 1.2 **Notice.** BellSouth and Broadslate 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. Broadslate should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 **Practices/Procedures.** BellSouth may make available additional environmental control procedures for Broadslate 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. Broadslate 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 Broadslate space with proper notification. BellSouth reserves the right to stop any Broadslate 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 Broadslate are owned by Broadslate. Broadslate 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 Broadslate or different hazardous materials used by Broadslate at BellSouth Facility. Broadslate 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 Broadslate to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Broadslate 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 Broadslate will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Broadslate 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 Broadslate 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, Broadslate 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. Broadslate further agrees to cooperate with BellSouth to ensure that Broadslate'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 Broadslate, 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 & Conditions



# **ATTACHMENT B**

**Affidavit of Linda M. Kinsey**



**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 LINDA M. KINSEY  
ON BEHALF OF BELLSOUTH TELECOMMUNICATIONS, INC.

STATE OF GEORGIA  
COUNTY OF FULTON

I, LINDA M. KINSEY, being first duly sworn upon oath, do hereby depose and state:

I. **Professional Experience**

1. My name is Linda M. Kinsey. I am employed by BellSouth Telecommunications, Inc. ("BellSouth"). My business address is 675 West Peachtree Street, Atlanta, Georgia 30375. I am the Director of Outside Plant Engineering Support. In this position, I am responsible for, among other things, the development and implementation of processes and procedures that ensure nondiscriminatory access to poles, ducts, conduits, and rights-of-way. I have held various positions within the BellSouth Network organization, both line and staff.

II. **Purpose of Affidavit**

2. The purpose of my affidavit is to demonstrate that BellSouth offers nondiscriminatory access to poles, ducts, conduits and rights-of-way to competing providers

of telecommunications services in compliance with sections 251(b)(4) and section 224 of the Communications Act (the “Act”), and item (iii) of the Competitive Checklist (Checklist) as contained in section 271(c)(2)(B) of the Act.

3. This affidavit describes the process used by BellSouth to provide CLECs access to poles, ducts, conduits, (hereinafter “structures”) and rights-of-way, and compares it to the process that BellSouth uses to provision the same facilities and services to itself or any affiliate. Although the processes are not always identical, as explained below, the procedure available to CLECs is nondiscriminatory and offers competitors a meaningful opportunity to compete. The Federal Communications Commission (“FCC”) deemed these procedures nondiscriminatory when reviewing BellSouth’s application for in-region, interLATA authority in Louisiana. See Application of BellSouth Corporation, BellSouth Telcoms, Inc., and BellSouth Long Distance, Inc., for Provision of In-Region, InterLATA Services in Louisiana, 13 FCC Rcd 20599, 20706-12 (1998). Additionally, following is a list of BellSouth region state proceedings that have found that BellSouth provides non-discriminatory access to Poles, Ducts, Conduits and Rights-of-Way in compliance with Checklist Item 3: (1) Kentucky Public Service Commission (KPSC) in Case No. 96-608, Advisory Opinion dated July 8, 1999, p. 5; (2) Florida Public Service Commission (FPSC) in Order No. PSC-97-1459-FOF-TL, Docket No. 960786-TL, issued November 19, 1997, pp. 99-100; (3) Louisiana Public Service Commission (LPSC) in Docket No. U-22252-A, Order dated September 5, 1997, p. 8; (4) Mississippi Public Service Commission (MPSC) in Docket No. 97-AD-0321, Order dated November 9, 1998, p. 32; (5) North Carolina Utilities Commission (NCUC) in its Order Regarding Section 271 Requirements, Docket No. P-55, Sub 1022, January 14, 1998, p. 58; and (6) South Carolina Public Service Commission

(SCPSC) in Docket No. 97-101-C, Order No. 97-640, dated July 31, 1997, p. 41. The provision of access remains to this day consistent with the affirmative conclusions reached by the FCC, KPSC, FPSC, LPSC, MPSC, NCUC and SCPSC.

### III. **Process Explanation**

4. BellSouth established a Competitive Structures Provisioning Center (CSPC) in Birmingham, Alabama for processing all CLEC requests for access to BellSouth's poles, ducts, conduits and rights-of-way. BellSouth established the center to ensure that competitors requesting such access receive prompt, consistent, and nondiscriminatory treatment.

5. To gain access to poles, ducts, conduits, and rights-of-way, a CLEC must execute a license agreement with BellSouth. The purpose of the License Agreement is to set out the terms and conditions applicable to all specific licenses granted to the CLEC upon BellSouth approval of a CLEC application. BellSouth offers a standard license agreement (together with operational guidelines and application forms) to CLECs seeking access to poles, ducts, conduit, and rights-of-way. See, e.g., Hyperion Communications of Kentucky, Inc. License Agreement for Rights of Way (ROW), Conduits, and Pole Attachments – Exhibit LMK-1. A CLEC either can adopt the standard license agreement or negotiate a non-standard agreement with BellSouth. In either case, the license agreement sets out the terms and conditions applicable to all licenses granted the CLEC by BellSouth. CLECs may execute agreements on a state-wide or region-wide basis.

6. At the time BellSouth provides the CLEC with the final agreement for its signature, BellSouth also provides operational guidelines to assist the CLEC in completing

the necessary application forms related to specific poles, ducts, and conduits. Upon request, BellSouth personnel also are available to help CLECs with the application forms.

7. After execution of a license agreement, a CLEC may submit an application to attach to or occupy specific structures or rights-of-way owned or controlled by BellSouth. The application process permits the CLEC to convey its structure requirements to BellSouth. This allows BellSouth, in turn, to respond with timely and accurate information to enable the CLEC to evaluate and schedule its plans of operation. BellSouth evaluates all CLEC requests according to widely-accepted standards regarding capacity, safety, reliability, and general engineering.

8. CLECs must specify in writing the geographic location, type and quantity of structures, and the in-service date required (Exhibit LMK-1, page 18). This process involves completing and submitting the appropriate application forms through the CSPC single point of contact. BellSouth processes all applications on a first-come, first-served basis without regard to applicant, and, as described below, on a nondiscriminatory basis as compared to BellSouth itself.

9. When an application is approved, BellSouth grants a license to the CLEC to attach to or occupy BellSouth's requested poles, ducts, conduits or rights-of-way. Multiple licenses may be granted under a single CLEC license agreement; however, separate license applications must be submitted for each set of poles, ducts, conduits or rights-of-way to which access is desired.

10. BellSouth may deny applications within forty-five (45) days of receipt if there is insufficient capacity, or for reasons of safety, reliability or other generally applicable engineering concerns (Exhibit LMK-1, page 5). If an application were denied for one of

these reasons, BellSouth would provide the requesting carrier a written explanation of BellSouth's decision. BellSouth takes all reasonable steps to accommodate the request for access prior to denying a request. BellSouth will, for instance, remove retired cable from conduit if the requesting CLEC agrees to pay the cost, as required by the Act. On poles, BellSouth will do rearrangements and/or pole changeouts, again if the CLEC pays the expenses of all parties involved.

#### IV. **Access to Information**

11. The CLECs may obtain access to geographic-specific engineering information regarding poles, ducts, and conduits either by requesting that BellSouth provide the information to them, or they may seek access to BellSouth's records. (Exhibit LMK-1, page 18). In order to protect the confidential proprietary information of BellSouth and other users, procedures have been established for providing record information that designates facilities of existing companies, without identifying those companies. If the CLEC requests to view BellSouth's records, BellSouth will make paper copies available at a Records Maintenance Center within five (5) business days. See Exhibit LMK-1, Appendix II for locations of Records Maintenance Centers. These copies may be taken by the CLEC. If the CLEC instead chooses to receive these records through the mail, BellSouth has committed to accomplish this within twenty (20) business days, including time required for handling and mailing. This twenty (20)-day period reflects the amount of time required for BellSouth to reasonably produce, redact, and deliver the record information to the CLECs' designated location. On larger-than-normal requests, BellSouth routinely works with CLECs to establish a priority for the production and delivery of records on a negotiated schedule. No party, in Kentucky or any other state within the BellSouth region, has raised any objections that

BellSouth's time for responding to requests for delivery of records is unreasonable. Upon receipt of the record copies, the CLEC can begin its planning phase based upon available information.

12. BellSouth maintains an inventory mapping system that records the location and physical attributes of its pole, duct, and conduit structures and associated facilities. CLECs can subscribe to the entire mapping system utilized by BellSouth (with proprietary information removed), but they are responsible for covering the costs of removing proprietary information and producing an redacted copy. Because CLECs are primarily interested in specific geographic areas, the costs of duplicating the entire system may not be considered a reasonable business expense. Indeed, no CLEC has expressed an interest in duplicating BellSouth's complete records system.

13. Contemporaneous with the record review, a field inspection is conducted in response to the application. This entails a physical inspection of existing structures to determine availability (Exhibit LMK-1, page 22). If spare capacity is not available and an application must be denied, BellSouth will so advise the CLEC within forty-five (45) days from the receipt of request. If a records investigation indicates the availability of structures, a physical (field) inspection may be required to determine the usability (this would only normally apply to ducts or conduit) of the structures. In addition to determining the availability of requested structures, BellSouth also performs an investigation of the work it would have to perform relative to making structures available to the CLEC (e.g., physically relocating cables on pole lines and or rodding ducts, etc.).

V. **Provisioning**

14. Upon completing the investigation, BellSouth informs the CLEC of any costs that would be required to make BellSouth's facilities ready to accommodate its request ("make-ready" costs), the time it would take BellSouth to complete the required work, and the date by which BellSouth could complete it. BellSouth will provide the CLEC at least forty-eight (48) hours notice prior to initiating a field survey, if the CLEC has indicated a desire to be present for that survey (Exhibit LMK-1, page 18). Alternatively, BellSouth permits the CLEC to perform the field investigation itself. The time required for BellSouth to determine the extent of make-ready work needed and, therefore, to process the CLEC application, varies based upon the magnitude of the request.

15. BellSouth employees, or independent contractors acting on behalf of BellSouth, would then issue a work authorization to complete the CLEC's required work. The time that it takes to complete the work is dictated by the complexity, degree of detail, and size (number of poles, feet of conduit, route miles, etc.) of each request.

16. If BellSouth requires additions to its own facilities, these proposed additions are handled internally using the same criteria and processes that are used for evaluating a CLEC request. BellSouth does not reserve space for its own future business needs or give itself a preference when assigning space. BellSouth does not and will not favor itself, as a matter of policy, procedure or fact, over other carriers when provisioning access to poles, ducts, conduits and rights-of-way. BellSouth employees, or independent contractors acting on behalf of BellSouth, are responsible for the scheduled planning, engineering, and overall management of BellSouth's structures. This same workforce evaluates all requests for access

to these structures using the same criteria regardless of whether the request was made by a CLEC or by BellSouth.

17. Work requests receive identical treatment regardless of their source. In every case, a work authorization is created and the work is scheduled for completion, in a nondiscriminatory manner, within BellSouth's normal workload.

18. BellSouth utilizes a mechanized scheduling system for this purpose. To assure nondiscriminatory treatment, the identity of the party requesting work is kept anonymous when authorization details are entered into the system. The work authorizations are evaluated and scheduled based upon specific job-related details such as job type, job size, and due date. Scheduling is the same regardless of whether the requesting party is a CLEC or BellSouth.

19. The CLEC pays for all make-ready work undertaken by BellSouth to prepare BellSouth's conduit system, poles, or anchors and related facilities for the requested occupancy or attachment. Make-ready work includes clearing obstructions and rearrangement, transfer, replacement, removal, repair, or modification of BellSouth's facilities. BellSouth does not charge the CLEC and bears the costs for any changes that are made to meet BellSouth's needs.

20. To the extent that parties other than BellSouth (such as power and CATV companies) are required to perform make-ready work because they have facilities on the poles or in the conduit, all parties must work together to ensure timely completion of all necessary work. The CLEC may contract with BellSouth or a BellSouth-certified contractor to perform certain make-ready work (Exhibit LMK-1, page 19). However, in accordance with BellSouth's agreement with the Communications Workers of America (CWA), some



types of work on poles must be performed by BellSouth pursuant to a joint use agreement whether the work is carried out for a CLEC's benefit or for BellSouth's benefit. Under this agreement, all make-ready work on BellSouth's aerial plant must be performed by BellSouth union employees represented by the CWA (Exhibit LMK-1, page 19).

21. For conduit and underground work, the CLEC can contract with BellSouth or hire a BellSouth-approved contractor. The CLEC, at its option, may arrange for the performance of such work by a contractor not currently approved by BellSouth by submitting its choice of contractor for approval. Certification shall be granted based upon reasonable and customary criteria employed by BellSouth in the selection of its own contract labor. If the CLEC contracts with BellSouth to perform the make-ready work, BellSouth will follow its normal construction time frame (Exhibit LMK-1, page 18). A CLEC may request that make-ready work be expedited in accordance with the terms of its licensing agreement.

22. Charges for make-ready work performed by BellSouth are payable in advance (Exhibit LMK-1, page 19). Annual rental fees for access to poles, ducts, conduit, and rights-of-way in Kentucky are set using the FCC's formula, and comport with BellSouth's obligations under Section 224, applicable state regulations, and its negotiated rates. BellSouth's rates are set out in the license agreement rate page (Exhibit LMK-1, Appendix I).

23. Billing for annual rentals occurs on or about July 1 for six months in arrears (January through June) and six months in advance (July through December) for each calendar year. If a facility is not in use or occupied for the entire year, charges will be prorated for the portion of the year the facilities are in use or occupied. Attachment and/or occupancy licenses issued after current-year billing occurs will be billed in arrears the following year. Upon the cancellation of a license, the CLEC will be billed for space utilization from the

period covered by the last bill through the date of removal of the CLEC's facilities.

BellSouth charges for the actual costs incurred in evaluating requests prior to issuing the license (such as production and delivery of records, field investigation of structures, and make-ready work) at cost-based time and material charges. No rental fee is charged to the CLEC until a license to use the particular BellSouth structure has been issued. There is a one-month minimum charge. The monthly fee is prorated for the time between issuance of the license and the beginning of the first monthly billing period.

24. After the required make-ready work is completed, BellSouth issues the CLEC a license for use of poles, ducts, conduit, or rights-of-way (Exhibit LMK-1, page 24). If BellSouth determines that no make-ready work is required, BellSouth will approve the CLEC's request for pole attachment and/or 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 the CLEC's application, which period shall exclude any time BellSouth is awaiting a response from CLEC. At this point, no further work by BellSouth is required; the CLEC may then attach its cable ("facilities") to BellSouth's structures. The CLEC has one (1) year after issuance of the license to make its attachments or place its facilities in the specified ducts or conduits. If not used within this time, the space becomes available for others to use and the license is canceled.

25. Placement and maintenance of CLEC aerial and underground facilities are the responsibility of the CLEC. The CLEC can utilize a contractor that demonstrates compliance with BellSouth certification requirements -- the same requirements that BellSouth uses for certifying its own contractors. (Exhibit LMK-1, page 11). BellSouth does not and will not, as

a matter of policy, procedure and fact, use its certification process to discriminate against any of its competitors. The CSPC maintains a list of approved contractors which it makes available to interested CLECs upon request.

26. Under normal working conditions, BellSouth requires forty-eight (48) hours notice from CLECs seeking access to manholes to investigate facilities (Exhibit LMK-1, page 13). In emergency situations, however, shorter notice will be accepted at no charge. The license agreement, consistent with Section 224 and the FCC's implementing rules (see 47 C.F.R. § 1.1403 (c)), provides that BellSouth and the CLEC will each give sixty (60) days advance written notice, if practicable, regarding modification, relocation, and replacement of facilities covered by the license agreement.

#### VI. **Implementation of License Agreements in Kentucky**

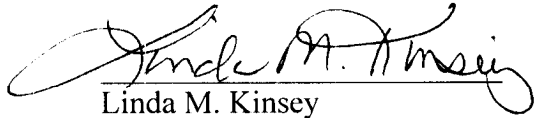
27. BellSouth currently has license agreements for access to poles, ducts, conduit, and rights-of-way (executed by the CSPC) with forty-four (44) CLECs in the state of Kentucky.

28. Available data for the state of Kentucky as of May 4, 2001, indicates 7 of the total 44 CLECs having executed license agreements with BellSouth have made 49 applications through the CSPC for access to BellSouth poles, ducts, conduit, and rights-of-way. There have been no denials of CLEC requests for access to BellSouth structures where BellSouth has existing facilities (either poles, ducts or conduit). In addition, in several locations, CLECs are currently in the process of building their own facilities or have completed placement of their own facilities. Further details on provisioning for access to BellSouth poles, ducts, and conduit are given in testimony of Keith Milner.

29. This concludes my affidavit.

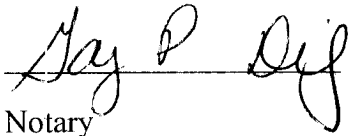
The information contained in this affidavit and its Exhibit is true and correct to the best of my knowledge and belief.

Executed on May 16, 2001.



Linda M. Kinsey  
Director – Outside Plant Engineering Support

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

  
Notary

**GAY P. DELZ**  
NOTARY PUBLIC DEKALB COUNTY GEORGIA  
MY COMMISSION EXPIRES FEBRUARY 10, 2008



**EXHIBIT LMK-1  
LICENSE AGREEMENT  
FOR RIGHTS OF WAY(ROW), CONDUITS  
AND POLE ATTACHMENTS**

# LICENSE AGREEMENT

*for*

## RIGHTS OF WAY (ROW), CONDUITS, AND POLE ATTACHMENTS

**Dated:** June 17, 1999  

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*Between*

**BELLSOUTH TELECOMMUNICATIONS, INC.**  
*(Licensor)*

*And*

*Hyperion Communications of Kentucky, Inc.*  
*(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 - KYIC991001**

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## RIGHTS OF WAY (ROW), CONDUITS AND POLE ATTACHMENTS

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 1.1 through 1.29.

- 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 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.
- 1.4 Assigned. The term "assigned", when used with respect to conduit or duct space or pole attachment space, 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".
- 1.5 Available. The term "available", when used with respect to conduit or duct space or pole attachment space, refers to any usable space in such conduit or duct or on such pole not assigned to a specific provider at the applicable time.
- 1.6 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.

- 1.7 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.
- 1.8 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.
- 1.9 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.
- 1.10 Facilities. The terms "facility" and "facilities" refer to any property or equipment utilized in the provision of telecommunication services.
- 1.11 The acronym "FCC" refers to the Federal Communications Commission.
- 1.12 Inner-Duct. The term "inner-duct" refers to a pathway created by subdividing a duct into smaller channels.
- 1.13 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.
- 1.14 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.
- 1.15 Lashing. The term "lashing" refers to the attachment of a licensee's sheath or inner-duct to a supporting strand.
- 1.16 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.

- 1.17 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.
- 1.18 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.
- 1.19 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.
- 1.20 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.
- 1.21 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.
- 1.22 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.

- 1.23 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.
- 1.24 Prelicense survey. The term "prelicense 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.
- 1.25 Right of Way (ROW). The term "right of way" refers 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.
- 1.26 Sheath. The term "sheath" refers to a single outer covering containing communications wires, fibers, or other communications media.
- 1.27 Spare Capacity. The term "spare capacity" refers to any pole attachment space, 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.
- 1.28 State. When capitalized, the term "State" (as used in terms such as "this State") refers to the State of Georgia.
- 1.29 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.
- 2.3 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 and, in the case of an existing facility which BellSouth elects not to maintain or use, BellSouth will grant to Licensee a right to maintain and use such facility. 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 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.
- 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 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 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.
- 3.6.7 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. Licensee has sole responsibility for the safety of all 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 prelicense 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. BellSouth shall not unreasonably deny or delay issuance of any license.

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 mutually agreed upon by the parties. See Appendix II for records location centers.

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.

## 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.
- 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 Section, Licensee shall submit to BellSouth two signed copies of an Application and Conduit Occupancy License form or an Application and Pole Attachment License form. 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 prelicense surveys 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.

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.

	<b>Notices</b>	<b>Billing Address</b>
<i>To Licensee as follows:</i>		
Contact	Phil Fraga	Ellen Parascardo
Title	Director of Legal & Regulatory Affairs	
Company	Hyperion Communications of Kentucky, Inc.	Hyperion Communications of Kentucky, Inc.
Address	DDI Plaza Two	DDI Plaza Two
Address	500 Thomas Street, Suite 400	500 Thomas Street, Suite 400
City, State, and Zip Code	Bridgeville PA 15017	Bridgeville PA 15017
Telephone	412 221-1888	412 221-1888
Facsimile	412 220-5162	412 220-5162
<i>with a copy to:</i>		
	Joe Pankuch	
	OSP Project Manager	
<i>and to Licensor as follows:</i>		
Contact	John T. Chaucer	
Title	Manager	
Company	BellSouth Telecommunications, Inc.	
Address	North W3D2	
Address	3535 Colonnade Parkway	
City, State, and Zip Code	Birmingham, AL 35243	
Telephone	(205) 977-2631	
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 prelicense 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 prelicense 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 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 prelicense 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 prelicense 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 9. 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.

9.2 Multiple Applications. Licensee acknowledges that multiple parties including BellSouth may seek to place their facilities in BellSouth's conduit and ducts 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.
- 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.

## **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 what 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 BELLSOUTH'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. 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.

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 (or provide written evidence of being self-insured), 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 including Article XIV preceding.

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.

22.3 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 sixty (60) 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 Licensee may self-insure any or all of the insurance coverages required in the Agreement.

**23. AUTHORIZATION NOT EXCLUSIVE**

23.1 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.

**24. ASSIGNMENT OF RIGHTS**

24.1 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.

24.2 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.

**25. FAILURE TO ENFORCE**

25.1 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.

**26. TERM OF AGREEMENT**

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.

26.1 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.

**27. SUPERSEDURE OF PREVIOUS AGREEMENT(S)**

27.1 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.

**Hyperion Communications of Kentucky, Inc.**

**BellSouth Telecommunications, Inc.**

*Name of Licensee*

*Name of Licensor*

*By: Hyperion Telecommunications, Inc., as Sole Member*

**By:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

Ralph P. Grieco  
\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Title*

Ntwk V P NP & Supp  
\_\_\_\_\_  
*Printed Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**APPENDIX I**  
**1999 FCC Formula Supported Fees**  
**for attachments and/or occupancy effective 1/1/1999**  
**(Re-calculated annually)**

*Licensee shall pay to Licensor the following fees:*

State	Poles (ea. / yr.)	Anchors (ea. / yr.)	Conduit	
				(\$ / ft. / yr.)
Alabama	\$ 3.24	\$ 4.89		\$ 0.19
Kentucky ①				0.70
2-user	9.45	\$ 12.90		
3-user	5.35	8.60		
Louisiana	6.90 ②			0.43
Mississippi	4.30			2.50 ③
Tennessee ④	4.57			0.30
Florida	3.79			0.37
		Miami River crossing		17.13
Georgia ⑤	5.01			0.30
North Carolina	3.80			0.29
South Carolina	2.99			0.22

- ① All rates in Kentucky are by tariff
- ② \$6.00 rate proposed by LPSC Docket U-22833; 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
- ⑤ FCC formula calculated rates; differs from Docket 7061-U

Conduit rates have been developed using the one-half (1/2) duct convention for 1999. 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





**Attachment C**  
**Coutee Affidavit**

# **ATTACHMENT C**

**Affidavit of Douglas R. Coutee**

**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 DOUGLAS R. COUTEE  
ON BEHALF OF BELLSOUTH TELECOMMUNICATIONS, INC.

I, DOUGLAS R. COUTEE, being of lawful age and duly sworn upon my oath, depose and state:

1. My name is Douglas R. Coutee. I am employed by BellSouth Telecommunications, Inc. ("BellSouth"). My business address is 3535 Colonnade Parkway, Room SE5B1, Birmingham, AL 35243. I am a Senior Business Analyst in the Operator Services department under the Network and Carrier Services organization. In this position, I provide strategic support for the development, implementation, and life cycle management of a family of number services and database listings products and services. I have over 28 years of service at BellSouth with experience in consumer sales and marketing, new product development, project management, and market plan development. I have a degree in Business Administration from Louisiana State

University and a Masters Certificate in Project Management from George Washington University.

2. The purpose of this affidavit is to discuss the means by which BellSouth provides nondiscriminatory access to BellSouth's Directory Assistance (DA) and Operator Services (OS) for Competitive Local Exchange Carriers ("CLECs") in compliance with Section 271(c)(2)(B)(vii) of the Telecommunications Act of 1996 ("the Act"). Following is a list of BellSouth region state proceedings that have found that BellSouth provides non-discriminatory access to OS/DA in compliance with Checklist Item 7: (1) Florida Public Service Commission ("FPSC") in Order No. PSC-97-1459-FOF-TL, Docket No. 960786-TL, issued November 19, 1997, pp. 113 (partial approval); (2) Louisiana Public Service Commission (LPSC) in Docket No. U-22252-A, Order dated September 5, 1997, p. 11; (3) Mississippi Public Service Commission (MPSC) in Docket No. 97-AD-0321, Order dated November 9, 1998, p. 38; (4) North Carolina Utilities Commission (NCUC) in its Order Regarding Section 271 Requirements, Docket No. P-55, Sub 1022, January 14, 1998, pp. 81-83; and (5) South Carolina Public Service Commission (SCPSC) in Docket No. 97-101-C, Order No. 97-640, dated July 31, 1997, p. 47. The provision of access remains to this day consistent with the affirmative conclusions reached by the FPSC, LPSC, MPSC, NCUC and SCPSC.

3. BellSouth's local exchange customers can obtain Directory Assistance Services (Directory Assistance and Directory Assistance Call Completion (DACC)), Operator Services (Operator Provided Call Assistance, Operator Call Completion Services,

mechanized or operator assisted Alternate Billing Services (ABS) for billing a third number, calling card or collect call and Verification and Interruption Services) and Intercept Service through BellSouth's retail tariffs.

4. Typically, a BellSouth local exchange customer contacts a service representative in one of BellSouth's residence or business service centers to order a local telephone line that includes Directory Assistance and Operator Services. Depending upon whether the customer is a residence or business subscriber, the service representative uses a system known as the Regional Negotiation System (RNS) or the Regional Ordering System (ROS), respectively, to input the customer's order. These systems automatically forward the order into BellSouth's Service Order Control System (SOCS). The order is then transmitted to the appropriate assignment, installation, network and database work groups and/or mechanized systems to establish the customer's local telephone line. The customer's local telephone line automatically includes the provisioning of Directory Assistance and Operator Services and Intercept Service.

5. To make the BellSouth retail local exchange customer's listing (listed name, address, telephone number) available for Directory Assistance, the order flows from SOCS to the BellSouth Listing Information System (LIST) database, and then from the LIST database into BellSouth's Directory Assistance databases. Completed service orders containing the subscriber listings are accumulated, batched in a file and input to the DA databases once daily. To make the BellSouth retail local exchange customer's listing available for Intercept Service, the order flows from SOCS to the BellSouth Line

Information for Open Networks (LION) system to establish the appropriate intercept message. To make the BellSouth retail local exchange customer's telephone number and Calling Card number, if requested, available for ABS, the order flows from SOCS to BellSouth's Database Administration System (DBAS) and then to the BellSouth Line Information Database (LIDB).

6. For local exchange customers of CLEC resellers, all of the processes described above are identical and the service is provided in the same manner, timeliness and quality as is done for BellSouth retail local exchange customers through BellSouth retail tariffs. A CLEC that is reselling BellSouth service can generate a mechanized service request for a local telephone line with Directory Assistance, Operator Services, and Intercept Services through the Electronic Data Interchange (EDI) interface, the Telecommunications Access Gateway (TAG) interface, or the Local Exchange Navigation System (LENS) interface, to establish the service (these interfaces are discussed in the testimony of Ron Pate filed concurrently herewith). EDI, TAG, and LENS will then automatically forward a clean and correct service request into SOCS. From SOCS, the service order follows the same flow as orders that are submitted by BellSouth retail service representatives via RNS and ROS, as described above. The CLEC may also transmit a service request manually to the Local Carrier Service Center (LCSC). When a CLEC service request is transmitted manually, a LCSC service representative will input the service request into the Service Order Negotiation System (SONGS) or the Direct Order Entry (DOE) system. From SONGS or DOE, the service request will automatically flow into SOCS. From SOCS, the service order flow follows

the same path as if it had been entered by a BellSouth service representative in RNS or ROS or by a CLEC service representative in EDI, TAG, or LENS.

7. BellSouth includes facilities-based CLEC subscribers' listings in BellSouth's Directory Assistance databases via the same process described in paragraph 5 above. The facilities-based CLEC can use EDI, TAG, or LENS to transmit the necessary listing information, which will be transmitted to SOCS. From SOCS, the order follows the same flow as described for BellSouth's retail customers. The facilities-based CLEC can also fax the necessary listing information to a LCSC service representative who issues a service order through SONGS or DOE which will automatically flow into SOCS. From SOCS, the CLEC subscriber's listing request follows the same flow as described above. After entry into the system via the CLEC electronic interfaces or by the LCSC service representative, the process for facilities-based CLECs is identical to the way BellSouth makes its own local exchange subscriber listings available in DA.

8. BellSouth also makes facilities-based CLECs subscribers' numbers available for Intercept Service and includes their line numbers and Calling Card numbers in BellSouth's LIDB. The CLEC submits a written request with the appropriate information to BellSouth's Database Administration Center (DBAC). Using an administrative terminal, a DBAC clerical person enters the information into the LION system for Intercept and the Database Administration System (DBAS), which automatically updates the line number and calling card in LIDB. The request can be sent via fax, US mail, email or internet mail. The CLEC and BellSouth together formulate appropriate

procedures regarding lead time, timeliness, format and content of the CLEC's subscriber information. The CLEC requests for Intercept and LIDB are submitted to the appropriate systems within forty-eight hours of receipt of the requests, which is the same time frame applicable to BellSouth retail customers. These requests are processed in a timely, accurate and quality manner and BellSouth has sufficient personnel available to handle the volume of requests being received from CLECs and reasonably foreseeable demand. Because the requests for Intercept and LIDB go directly to the DBAC and avoid service order system edit checks, CLEC subscribers' line numbers and calling card numbers may actually be processed more quickly than those of BellSouth's own retail customers. BellSouth's DBAC handles LIDB transactions for 14 CLECs and Intercept transactions for 2 CLECs for the BellSouth region. BellSouth's DBAC processes an average of 5,655 LIDB transactions and 80 Intercept transactions monthly for these CLECs based on total transactions received during March and April, 2001. In Kentucky, there is one facilities-based CLEC subscribing to LIDB storage and no facilities-based CLEC subscribing to Intercept Service.

9. When a BellSouth retail local exchange customer dials 1-4-1-1 or 4-1-1 in BellSouth's service territory for Directory Assistance, the customer is connected to an automated system which brands the call with "BellSouth, we can now help you find a number anywhere in the country" and asks the customer, "what city? what state (if appropriate)? what listing?"<sup>1</sup> Depending upon the requested state and/or city, the

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<sup>1</sup> On April 11, 2000 the Federal Communications Commission (FCC) issued its Memorandum Opinion and Order (CC Docket No. 97-172) granting BellSouth's Petition for Forbearance for Nonlocal Directory Assistance Service. The FCC concluded that BellSouth may provide nonlocal directory assistance service



customer is connected to an operator that handles in-region DA calls or an operator that handles national DA calls. The operator inputs the customer's listing request into the workstation and initiates the search. For in-region requests, the operator searches BellSouth's DA regional database. For nationwide DA (NDA) requests, the operator searches a NDA database. Based on the search request initiated by the operator, the matching listings are returned to the operator's workstation. The operator selects the correct listing and provides the telephone number to the customer verbally or by using an automated audio announcement. If the telephone number is provided via the automated audio announcement system, the customer will be given the option to have the call completed only if it is a local or intraLATA call. If the customer selects DACC, the call will be automatically completed by BellSouth's network.

10. CLECs that are reselling BellSouth services can provide their local exchange customers with the same access to BellSouth's DA using the same 1-4-1-1 or 4-1-1 dialing pattern as BellSouth provides its retail customers. The DA request will be handled in the same manner as BellSouth does for its own retail local exchange customers. The same operators, the same automated systems, and the same databases are used to provide the CLEC local exchange customer with DA. The CLEC can elect to brand the DA call with its name, the BellSouth brand, or elect no brand. Whether the CLEC elects to brand with its name or not brand, the call is handled with the same speed, care, accuracy, and quality that a BellSouth retail local exchange customer would receive.

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on an integrated basis subject to the nondiscrimination requirements outlined in the order. BellSouth is in compliance with the FCC's order and fully intends to continue providing its nonlocal directory assistance service.

Calls to OS and DA are delivered to the serving switches via various trunking arrangements, placed in queue and answered on a first-come-first-serve basis. If a CLEC does not order customized branding for OS and/or DA, there is no way to differentiate the CLEC calls from BellSouth calls because both sets of calls are routed over the exact same trunking arrangement from the BellSouth central office. This is also true when BellSouth receives a call from a customer that dialed 1-5-5-5-1-2-1-2 or 1-N-P-A<sup>2</sup>-5-5-5-1-2-1-2. Other types of customers such as interexchange carriers, facilities-based CLECs, and independent companies deliver calls directly to this switching arrangement. Accordingly, the only way to ensure parity of treatment to all customers is to serve the call that has waited the longest by connecting the next available operator.

11. A CLEC can elect to perform Directory Assistance for its local exchange customers using its own operators and facilities by ordering BellSouth's Direct Access Directory Assistance Service (DADAS) or Directory Assistance Database Service (DADS). DADAS provides the CLEC with access, on a per query basis, to the same BellSouth DA databases that BellSouth uses to provide DA to its own local exchange customers. The CLEC connects to the BellSouth DA database using its own switch, workstation, audio, and transport facilities. DADS provides the CLEC with a complete extract of the BellSouth DA database in bulk form on readily accessible tape or electronic formats and daily updates to allow the CLEC to establish its own Directory Assistance type service. DADS includes all eligible BellSouth subscriber listing information (e.g.,

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for non-published numbers only, name and address with NP indicator is provided) and third party listings of CLECs and independent local exchange companies.

12. BellSouth local exchange customers dial 0 for Operator Services (OS). When a BellSouth local exchange customer in the BellSouth service territory dials 0 + the area code + the 7-digit number for a local or intraLATA call (referred to as 0+), the BellSouth switch brands the call “BellSouth” and routes the call to BellSouth’s Automated Alternate Billing System (AABS) for mechanized handling of the call. The BellSouth customer hears a “bong tone” and then enters a calling card number. The call is then completed by BellSouth’s network. When a BellSouth local exchange customer dials 0 and no other digits (referred to as 0-), the BellSouth switch brands the call “BellSouth” and connects the customer to an automated menu which gives the customer access to an operator. If the customer presses 0- again or stays on the line, the customer will be connected to a BellSouth operator. The operator generally provides call assistance and/or completes the call for the customer. Operator and Directory Assistance services are available to CLECs in their entirety including access to adjacent features, rating tables, customer information databases, etc.

13. CLECs can provide their local exchange customers with the same access to BellSouth’s Operator Services as BellSouth’s retail customers have by dialing 0 + the area code and the appropriate local or intra-LATA number or 0- for an operator. Calls are

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<sup>2</sup> NPA (numbering plan area) is the area in which no two 7-digit telephone numbers are the same. Each such area is assigned a unique 3-digit number for use in dialing telephone numbers in that area. NPA is very often referred to as an area code as well.

handled in precisely the same way as for a BellSouth retail customer, except that the CLEC can elect to brand the call with its name, the BellSouth brand, or elect no brand. Regardless of whether the CLEC elects to brand or not brand, the CLEC subscriber's call is handled with the same timeliness and quality that a BellSouth local exchange customer would receive.

14. Based on the foregoing, BellSouth provides nondiscriminatory access to BellSouth DA and OS in accordance with Section 271(c)(2)(B)(vii) of the Act.

15. This concludes my affidavit.

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

Executed on May 16<sup>th</sup>, 2001.

Douglas R. Coutee  
Douglas R. Coutee

STATE OF Georgia

COUNTY OF DeKalb

Subscribed and sworn to before me this 16<sup>th</sup> day of May, 2001.

Gay P. Dilz  
Notary

GAY P. DILZ  
NOTARY PUBLIC DEKALB COUNTY GEORGIA  
MY COMMISSION EXPIRES FEBRUARY 10, 2000

**Attachment D -  
Barretto Affidavit**

# **ATTACHMENT D**

**Affidavit of R. F. Barretto**

**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 R. F. (ROOK) BARRETTO  
ON BEHALF OF BELLSOUTH TELECOMMUNICATIONS, INC.**

I, R. F. Barretto, being of lawful age and duly sworn upon my oath, depose and state:

1. My name is R. F. Barretto. Until my recent retirement, I was employed by BellSouth Advertising & Publishing Corporation (“BAPCO”) as Director-Local Exchange Carrier/Operations Support. My business address was 59 Executive Park South, Atlanta, Georgia 30329. I reported to the Vice President – Operations of BAPCO, and now serve as a consultant to the company.

**I. PROFESSIONAL EXPERIENCE AND EDUCATIONAL BACKGROUND**

2. I have over thirty years of experience in directory publication and directory advertising, involving almost every aspect of directory operations, e.g., production, listings, specifications, sales, systems, marketing and planning. I was an employee of BAPCO for sixteen years, holding a number of different positions in that company, including Director of Marketing.

3. My most recent position, which I assumed in February of 1996, was Director - Local Exchange Carrier/Operations Support. In this position, I was responsible for



negotiating directory contracts between new local exchange carrier entrants and BAPCO. I was also responsible for ensuring BAPCO is effectively positioned to handle the changed telecommunications environment brought about by the passage of the Telecommunications Act of 1996 (“the Act”). This included coordinating changes to BAPCO’s operations to accept new information and perform new functions and ensuring development of procedures and training materials to handle the new requirements of this telecommunications environment. I also developed the many support documents provided to competitive local exchange carriers (“CLECs”) and the support materials related to directory matters used by BellSouth and BAPCO.

4. As Director - Local Exchange Carrier/Operations Support, I was also responsible for the contracts between BAPCO and local exchange carrier entrants, providing support to the carriers that contract with BAPCO, and developing the strategic planning and future requirements necessary to accommodate new carriers. Finally, I was the focal point for communications regarding those carriers within BAPCO.

## **II. PURPOSE OF AFFIDAVIT**

5. The purpose of my affidavit is to prove that BellSouth provides nondiscriminatory appearance and integration of white page listings for CLEC subscribers in full compliance with Section 271(c) (2) (B) (viii) of the Act (Checklist Item 8). I describe the flow of orders received for the production of White Pages directories and how this process is accomplished for both BellSouth listings and CLEC listings. Further, I discuss the error detection process and extraction of listings from BAPCO’s database to produce our White

Pages directories, along with some of the measures and processes in place to ensure listing accuracy.

### **III. SUMMARY OF MY AFFIDAVIT**

6. In the *Application of BellSouth Corporation for Provision of In-Region, Inter-LATA Services in Louisiana*, Memorandum Opinion and Order, 13 FCC Rcd at 20599 at 20747-50, paras. 252-259, (“LA II Order”), the Federal Communications Commission (“FCC”) found that BellSouth met this Checklist Item. Additionally, following is a list of BellSouth region state proceedings that have found that BellSouth met the requirements of Checklist Item 8 (White pages directory listings for customers of the other carrier’s telephone exchange service): (1) Kentucky Public Service Commission (KPSC) in Case No. 96-608, Advisory Opinion dated July 8, 1999, p. 6; (2) Florida Public Service Commission (“FPSC”) in Order No. PSC-97-1459-FOF-TL, Docket No. 960786-TL, issued November 19, 1997, pp. 123-124; (3) Louisiana Public Service Commission (LPSC) in Docket No. U-22252-A, Order dated September 5, 1997, p. 11; (4) Mississippi Public Service Commission (MPSC) in Docket No. 97-AD-0321, Order dated November 9, 1998, p. 39; (5) North Carolina Utilities Commission (NCUC) in its Order Regarding Section 271 Requirements, Docket No. P-55, Sub 1022, January 14, 1998, p. 85; and (6) South Carolina Public Service Commission (SCPSC) in Docket No. 97-101-C, Order No. 97-640, dated July 31, 1997, p. 48. The provision of Checklist Item 8 remains to this day consistent with the affirmative conclusions reached by the FCC, KPSC, FPSC, LPSC, MPSC, NCUC and SCPSC.

7. BAPCO publishes White Pages directories to fulfill the directory responsibilities of BellSouth and includes within these directories the listings of CLEC

subscribers. BAPCO does not charge CLECs for publishing their customers' listings or delivering directories to those customers. To publish these listings BAPCO receives business, residential and government orders from BellSouth's Local Carrier Service Center ("LCSC") for processing listings to its White Pages database. All of these listings are published and provided to CLECs in the same manner that BellSouth provides listings to its own customers.

8. One of three activities can occur regarding these listings. The listing may be added, deleted, or changed in the BAPCO database. Establishing new accounts or making changes to or deleting existing accounts requires listing information to be sent by the CLEC. If a CLEC chooses to do a "Switch As Is" (no change to an account, except in the billing), no listing change is required. All published listings will remain exactly the way they were when BellSouth provided service to the end user. For these accounts, BAPCO will simply receive an order indicating a change in billing responsibility.

9. Exhibit RFB-1, attached to this affidavit, provides a simple flowchart of the sequence of listing-related activities that occur from the initial request of the end-user to the production of the directory for CLECs and BellSouth accounts. I will first describe this process in general terms, and then discuss it in more detail. For a BellSouth end-user, a BellSouth representative provides listing information to BAPCO via a service order. The service order is the base document for all activity on an account and is the basis of all input to BAPCO.

10. In the case of a CLEC, irrespective of whether the CLEC is a reseller or a facilities-based provider, listing information is also provided via a service order. The order is

forwarded to BAPCO from BellSouth. As described in other affidavits in support of BellSouth's application, all CLECs can submit local service requests ("LSR") and Directory Listing Requests ("DLR") via electronic or manual interfaces to BellSouth.

11. Each day BAPCO receives a file which contains all such orders from BellSouth and the CLECs. The entire file is processed by BAPCO without regard to which company initiated the order.

12. Several weeks in advance of publication, listings for the specific directory to be published are extracted from the BAPCO database and used to create a Closing Directory File for the upcoming directory. This Closing Directory File is formatted and sent to the printer to be printed, bound, and shipped to its eventual destination for distribution. CLEC customers receive directories in the same time and manner as BellSouth customers. BAPCO distributes directories to all end user customers without knowing whether the customers are CLEC or BellSouth accounts. The number of directories that a residential or business customer receives is established by an entry made by the CLEC or BellSouth on the initial order establishing or changing the listing.

#### **IV. LISTING PROCESSING AND PUBLICATION**

13. BAPCO examines each order received from the LCSC to determine whether it affects directory listings. For example, a change in coin telephone service, regardless of carrier, generally would not affect a directory listing. For any order that does affect a directory listing, BAPCO mechanically examines the individual components of the service order. This account is then processed to update BAPCO's database for eventual production of the

directory. This same process is performed in the same way and at the same time for BellSouth and for CLEC orders, including both resale and facilities-based. All processing and updates are the same for all orders and are carried out for each directory in the order received.

14. BAPCO's computer system has certain built-in edits to detect listing errors for all accounts, both BellSouth's and CLECs'. The system flags an account if certain data presented are not correct. To the degree it can, BAPCO seeks to rectify many errors itself. If unable to do so, BAPCO will query back directly to the appropriate service provider, either BellSouth or the CLEC, for clarification or correction to the account. This usually occurs for only a small percentage of the accounts. This same process is followed for both CLEC and BellSouth accounts.

15. As previously mentioned, at the appropriate time, all of the listings for a given directory are extracted from BAPCO's database and formatted to be sent to the printer. BAPCO handles the CLEC listings in precisely the same way it handles the BellSouth listings. For example, a customer, whether from either BellSouth or a CLEC, would not be deleted from a directory without receipt by BAPCO of a disconnect order.

16. CLEC customers are not separately classified, or otherwise identified, on the printed directory pages. All listings are included alphabetically in the same font, size and typeface as BellSouth customers' listings and without any distinguishing characteristics. The listing for a CLEC customer looks identical to the listing for a BellSouth customer.

17. Every four months, BellSouth provides CLECs with its schedule of the Business Office Close Dates for directories. This date, the last scheduled day to send listings that are to appear in an upcoming directory, applies to BellSouth and all CLECs. BAPCO also accepts, from both CLECs and BellSouth, special listing orders that provide another short window of time after the Business Office close date to process orders. BellSouth or any CLEC can contact BAPCO to address any extenuating circumstances near a close date. Indeed, BAPCO has already assisted a number of CLECs in processing late activity.

18. BellSouth provides enhanced White Page Listings services, such as signature listings, to both BellSouth and to CLECs. This special type of listing is provided pursuant to the tariff (General Subscriber Services Tariff, Section A6). CLEC customers are also allowed to request and negotiate enhanced listings that need not be identical to those of BellSouth customers.

19. BAPCO's methods and procedures for listing the subscribers of other local service providers have been successfully in place since March of 1996 and only minor changes have been made since that time. During that time, BAPCO has witnessed, and successfully published listings for, a steady growth of CLEC orders. BAPCO is fully equipped and prepared to continue to process and publish any anticipated increase in orders from any source in the future.

## **V. Listing Accuracy**

20. Maintaining the accuracy and reliability of BAPCO directories is fundamental to the success of our company as a directory publisher. This is true for the listings of any and

all carriers' subscribers. The accuracy of BAPCO's White Pages listings has always been and remains outstanding. This accuracy applies equally to listings for BellSouth and CLEC customers. Our success as a publisher depends on maintaining our high accuracy standards. We use the same process and procedures to process all the listings we receive, and provide CLEC subscribers with the same accuracy and reliability as we do for BellSouth subscribers. From time to time, we find CLEC-caused errors in CLEC listing orders received by BellSouth, e.g., processing listings after the close of a directory or inadvertently dropping of additional listings for their subscribers. We monitor for any error trends or major error situations and report significant findings back to CLECs as needed.

21. Any error caused by either BAPCO or BellSouth results in an adjustment to BellSouth's charge to the CLEC for the customer's service pursuant to BellSouth tariff and contract with the CLEC. Whenever BAPCO is responsible for an error, it undertakes to correct the listing in its database to ensure the error will not recur. If the CLEC is responsible, BAPCO provides feedback to help ensure the CLEC corrects its database and avoids making the same error in the future. Three times each year, BAPCO provides CLECs instructional information addressing common CLEC concerns or questions that have occurred to date in order to assure a positive working relationship with CLECs. BAPCO makes available annually to requesting CLECs, under contract but at no charge, a Directory Review Listings report for each of its directories prior to directory publication that allows verification of listing accuracy for directories that are about to close. These printouts are used successfully by both resale and facilities-based CLECs throughout the BellSouth region and provide a record of the CLEC listings appearing in the particular directory in question. In addition, CLECs also have available to them confirmation orders sent by BellSouth indicating the receipt of their orders.

A CLEC can, by comparing sent orders to confirmation copies received, confirm the processing of its listings before requesting a report from BAPCO. Finally, the CLEC can also review their listing on the BellSouth LENS system.

## **VI. CLEC Listing Support**

22. BAPCO provides to CLECs under contract, but at no charge, a schedule of all of its directories, showing when each directory closes and when it is delivered. BAPCO also provides a list of all headings and several other fields of information required for its publication of listings. The list of BAPCO deliverables to CLECs is attached as Exhibit RFB-2. Updates are provided three times a year.

23. Finally, BAPCO provides, upon request, training for CLEC listing order takers at the carrier's location or centrally. Travel expense of the instructor is the only charge to the CLEC for this initial training.

24. Although it is not required by law to do so, BAPCO includes listings of CLECs' business subscribers in the appropriate Yellow Pages classified directory at no charge to either CLECs or their customers. BAPCO also makes available for those companies, under contract with BAPCO, the capability to list, at no charge, their company name and contact number under the heading of "Establishing Service, Billing and Repair" in the customer guide pages that appear in every directory.

## **VII. Conclusion**

25. In summary, the result of the process I have described is that CLEC listings are

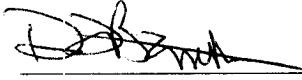


published in the same manner as BellSouth listings and without distinction between the two from the time an order is processed through publication and delivery. The information in this affidavit as well as BellSouth's successful publication of CLEC listings over a substantial time clearly demonstrates BellSouth's satisfaction of Checklist Item 8.


26. This concludes my affidavit.

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

Executed on May 2, 2001.

  
\_\_\_\_\_  
R. F. (Rook) Barretto

STATE OF Florida  
COUNTY OF Wade  
Subscribed and sworn to before me  
this 2 day of May, 2001.

  
\_\_\_\_\_  
Notary

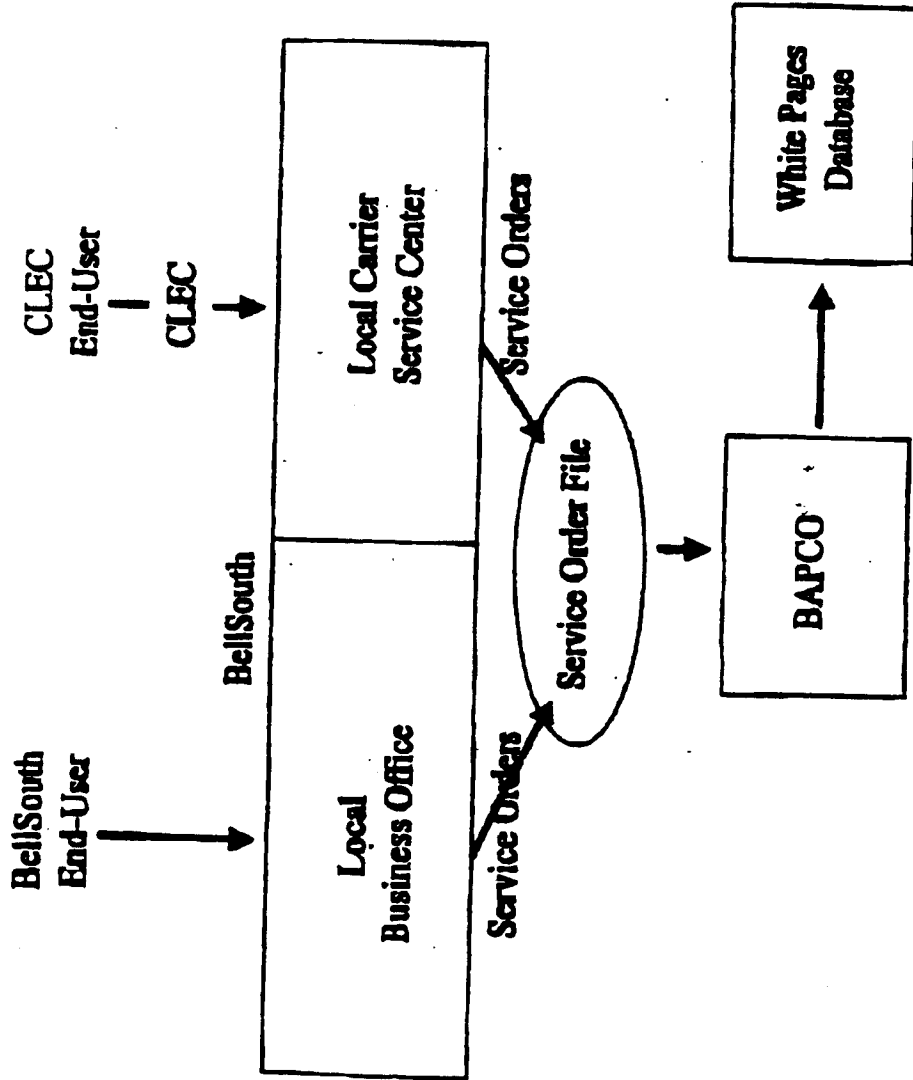
**MIVIAN M. TROVATO**  
Notary Public-State of FL  
Comm. Exp. March 7, 2003  
Comm. No. CC 814945



# **EXHIBIT RFB - 1**

## **Flow of Orders to BAPCO**

# Flow of Orders to BAPCO





**EXHIBIT RFB - 2**

**BellSouth Advertising & Publishing Corporation Deliverables**

# BellSouth Advertising & Publishing Corp.

## Deliverables

The attached document provides a synopsis of the BAPCO deliverables that will be provided to each carrier upon completion of contract arrangements. Updates to these documents as appropriate would be provided to each carrier three times per year.

**PRIVATE/PROPRIETARY**

**Contains private and/or proprietary information. May not be used or disclosed outside the BellSouth companies except pursuant to a written agreement.**



## **BAPCO Deliverables \***

### **Abbreviations Table**

BAPCO will provide copy of the standard abbreviations utilized for given names, titles of address, titles of lineage, military titles, degrees and professional affiliations standards. This information can be used to assist in effectively processing various listed name requests.

### **Central Office Table**

BAPCO will provide what is called the ABC table. This report identifies by NPA and in sequence by central office the directory in which a customer is entitled to appear.

### **Coverage Maps**

BAPCO will provide a coverage map for its major directories identifying broadly the geographic area served by the major directory. These maps will be provided only for the major directories in the area served by the carrier.

### **Customer Guide Pages Appearance Procedures**

BAPCO will provide free listing appearance under the areas of Establishing Service, Billing and Repair in the Customer Guide Section of the White Pages for directories where a carrier operates. These procedures identify how to get your listing to appear and procedures for purchasing LEC specific pages.

### **Foreign Directory Name Table**

BAPCO will provide all foreign directory names to be used in the processing of foreign listing requests. This field is a required element in the establishment of foreign listings.

### **Listing Guidelines**

BAPCO will provide an example of the most common listing elements and their entitlement to appearance in the White and Yellow Pages.

### **Listing Standards and Regulations**

BAPCO will provide a condensed version of listing specifications reflecting the rules and regulations regarding listing appearance in both the White and Yellow Pages.

### **Publication Schedules**

BAPCO will provide to all carriers the publication schedules for all directories within the area served by the carrier. This schedule will include the name of the directory, the directory bolt code, the business office close date and the issue date. The business office close date represents the last day to receive activity for appearance in the subsequent directory. This

date also represents the close date for advertising activity into the Yellow Pages.

The issue date represents the mid-point of delivery of the new directory and the date at which new directory billing will begin for the directory being delivered. The length of the delivery period will vary depending upon the size of directory.

### **Yellow Pages Headings**

BAPCO will provide the Yellow Pages Heading file which will include all Yellow Pages headings allowed by BAPCO, the Yellow Pages heading code and the associated SIC code. This material would be utilized to assist the business customer in identifying where they would like representation in BAPCO's classified Yellow Pages directories.

*\* Information will be provided on disk in standard Microsoft Word format or via Internet download*



# **ATTACHMENT E**

**Affidavit of Dennis L. Davis**

**BEFORE THE**  
**KENTUCKY PUBLIC SERVICE COMMISSION**

Investigation Concerning the Propriety of            )  
InterLATA Services by BellSouth                    )  
Telecommunications, Inc., Pursuant to                )  
the Telecommunications Act of 1996                 )        Case No. 2001-105

AFFIDAVIT OF DENNIS L. DAVIS  
ON BEHALF OF BELLSOUTH  
MAY 18, 2001

I, DENNIS L. DAVIS, being first duly sworn upon oath, do hereby depose and state as follows: I am employed by BellSouth Telecommunications, Inc. ("BellSouth") as Director, Local Number Portability Program Management.

I. PROFESSIONAL EXPERIENCE AND EDUCATION

1) I have 24 years of experience in telecommunications in a variety of areas: provisioning and billing of Key Systems, PBX, and ESSX products, methods development for access charge collection, and new service implementation, including strategic development and implementation of the 800 Database Product and Local Number Portability planning and project management. I graduated from the University of Alabama in Birmingham in 1979 with a Bachelor of Science Degree in Business Administration with areas of concentration in Finance and Management. I successfully completed certification programs from Duke University's Fuqua School of Business in

October 1989 and received a Master's Certificate in Project Management from the George Washington University School of Business and Public Management in February 1997.

## II. PURPOSE OF AFFIDAVIT

2) The purpose of this affidavit is to demonstrate that BellSouth has met the requirements of Section 271(c)(2)(B)(xi) of the Telecommunications Act of 1996 ("the Act"), as well as the Federal Communications Commission's (FCC) implementing orders such as the First Report and Order<sup>1</sup> ("First Order"), First Memorandum Opinion and Order on Reconsideration<sup>2</sup> ("First Reconsideration Order"), Second Report & Order<sup>3</sup> ("Second Order"), Third Report and Order<sup>4</sup> ("Third Order"), and Second Memorandum Opinion and Order on Reconsideration<sup>5</sup> ("Second Reconsideration Order") with respect to local number portability ("LNP"). This affidavit describes BellSouth's implementation of LNP on a permanent basis within its territory as ordered by the FCC. In addition, I discuss how BellSouth handles bona fide LNP service requests and the current status of LNP deployment in the BellSouth region. I also discuss the proactive approach BellSouth has taken to further implement

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<sup>1</sup> *In the Matter of Telephone Number Portability*, First Report & Order and Further Notice of Proposed Rulemaking, CC Docket No. 95-116 (1996) ("First Order")

<sup>2</sup> *In the Matter of Telephone Number Portability*, First Memorandum Opinion and Order on Reconsideration, CC Docket No. 95-116 (1997) ("First Order on Reconsideration").

<sup>3</sup> *In the Matter of Telephone Number Portability*, Second Report & Order, CC Docket No. 95-116 (1997)

<sup>4</sup> *In the Matter of Telephone Number Portability*, Third Report & Order, CC Docket No. 95-116 (1998)

<sup>5</sup> *In the Matter of Telephone Number Portability*, Second Memorandum Opinion and Order on Reconsideration, CC Docket No. 95-116 (1998).

LNP beyond the top 21 Metropolitan Statistical Areas (MSAs) in the BellSouth area. Interim local number portability (ILNP) is discussed in the testimony of Mr. Keith Milner. The local service request (LSR) process flow for LNP orders is discussed in the testimony of Ron Pate and Ken L. Ainsworth.

### III. REGULATORY BACKGROUND

- 3) The Act defines number portability as “the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.”<sup>6</sup> Under the Act, Local Exchange Carriers (LECs) are required to “provide, to the extent technically feasible, number portability in accordance with requirements prescribed by the Commission.”<sup>7</sup> BellSouth provides LNP pursuant to its Interconnection Agreements with other local exchange carriers.
- 4) The LNP deployment requirements established in the FCC’s orders include the following:
  - a) Specific performance criteria;
  - b) Implementation schedules;
  - c) Adherence to technical, operational, architectural and administrative requirements;
  - d) Cost recovery in accordance with FCC rules.

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<sup>6</sup> 47 U.S.C. § 153(30).

5) In the First Report and Order, the FCC set forth nine performance criteria that local exchange carriers must meet when implementing LNP. The FCC approved the use of Location Routing Number (LRN) for providing number portability and precluded the use of the Query on Release (QoR) method. In the First Memorandum Opinion and Order on Reconsideration, issued March 1, 1997, the FCC removed one of the initial performance criteria and reaffirmed its decision. In order to comply with this Order, BellSouth's response must:

- a) Support existing network services, features and capabilities;
- b) Efficiently use numbering resources;
- c) Not result in a carrier having proprietary interest in any long-term method;
- d) Not result in any degradation of service quality or network reliability when customers switch carriers;
- e) Not result in unreasonable degradation in service quality or network reliability when implemented;
- f) Be able to accommodate location and service portability in the future;
- g) Have no significant impact outside areas where number portability is deployed.

#### IV. IMPLEMENTATION OF LNP

6) BellSouth has met all requirements established by the FCC's orders in providing long-term number portability. BellSouth has provided number portability through the use of the Location Routing Number (LRN) methodology, which the FCC found would satisfy its performance criteria. BellSouth has met the implementation schedule for permanent number

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<sup>7</sup> *Id.* §251(b)(2).



portability established in the FCC's orders, as modified at BellSouth's request. In addition, BellSouth has proactively worked with the industry to expand the implementation of LNP beyond the scope of the FCC's initial order. Finally, BellSouth has processed bona fide LNP service requests in accordance with the FCC rules and regulations.

- 7) Even prior to the First Order dated July 2, 1996, BellSouth was actively involved in efforts to begin the implementation of number portability in the Southeast Region. The Georgia Public Service Commission convened an LNP workshop in 1995 that met over an extended period of time and that was ultimately comprised of a Steering Committee and several subtending committees. These subtending committees focused on requirements, operations, implementation, cost recovery, architecture and legal issues. BellSouth was active in all subcommittees and was co-chair of the Georgia Steering Committee with AT&T and chair of the Number Portability Administration Center (NPAC) Service Management System Database Subcommittee. BellSouth, as well as AT&T, MCI and MediaOne, eventually formed a limited liability company (L.L.C.), the Georgia L.L.C., which was later renamed the Southeast Region L.L.C. The purpose of the L.L.C. was to prepare a request for proposal for the regional number portability database, to select a local number portability database administrator (LNPA), and to finalize a contract for the ongoing administration. Because the Georgia effort to implement long-term number portability was ahead of the efforts of other states in the Southeast Region, the carriers in Kentucky believed it would be beneficial to use the extensive work done by the industry in Georgia and

apply it to Kentucky. This approach minimized the duplication of efforts in areas that would be shared between states in a regional approach, such as the establishment of the number portability database. The Georgia L.L.C. evolved to include all the BellSouth states, and Perot Systems was selected by the L.L.C. to perform the database administrative functions as the LNPA throughout the Southeast region. Following release of the First Order by the FCC, Perot Systems was confirmed as the LNPA for the Southeast Region. However, Perot Systems was unable to fulfill its role of the LNPA for the Southeast region and Lockheed Martin replaced Perot Systems as the LNPA for the Southeast Region and fulfilled this role until 1998. Ultimately, due to Lockheed Martin's involvement in a satellite telecommunications company, the FCC ruled that Lockheed Martin was not a neutral third party and ordered that Lockheed Martin divest itself from numbering administration duties such as the LNPA and the North American Numbering Administrator. As a result, NeuStar Corporation assumed the role of LNPA for the Southeast region. The FCC approved NeuStar as a neutral third party administrator for numbering administration for the Southeast Region (Region 4).

- 8) In its First Order, the FCC directed that long-term number portability be implemented in the 100 largest MSAs based on a five-phase deployment schedule that began October 1, 1997 and concluded December 31, 1998. See Exhibit DLD-1. On March 2, 1998, BellSouth filed a petition in CC Docket No. 95-116 requesting an extension of time to implement long-term number portability. BellSouth's petition was necessitated by the inability of the original LNPA (Perot Systems) to establish the Region 4 NPAC/SMS

database. Timely availability of the NPAC/SMS database was beyond BellSouth's control. Perot System's failure to provide a working NPAC/SMS for the Southeast Region meant that BellSouth was unable to meet the FCC's original deadlines for implementing LNP within the Southeast Region.

- 9) The FCC concluded that BellSouth had demonstrated unique circumstances that justified additional time to implement number portability and granted a series of waivers to BellSouth that modified the implementation dates of LNP for Phases I-IV. The FCC's mandatory modified LNP deployment schedule for BellSouth extended Phase I, II, III, and IV MSAs. BellSouth successfully completed the deployment of LNP for Phases I-V for the top 21 MSAs within the BellSouth territory. The Louisville MSA was included in Phase IV of the FCC schedule.
- 10) Prior to implementation of LNP, end-to-end testing for LNP was conducted between BellSouth and Competitive Local Exchange Carriers (CLECs). This testing consisted of ordering and provisioning testing that included service order interface and validation testing, passing orders to BellSouth's Local Carrier Service Center, issuing preliminary subscription messages to the NPAC and sending final activate broadcast messages through the NPAC to BellSouth's LNP Gateway SMS. The testing also included call processing, which included actual porting of telephone numbers between the BellSouth and CLEC network elements, initiating test calls to the numbers to validate switch software, translations, database integrity and routing instructions. Although the First Order prescribed the deadlines for the implementation of these MSAs, the Order did not prescribe which specific carrier switches

should be equipped for LNP within each MSA. Rather, in the First Order on Reconsideration, the FCC established rules for determining which switches in the top 100 MSAs should be equipped.

11) The FCC gave state commissions responsibility for overseeing the switch selection process and reviewing switch requests to ensure that the carrier's switch requests were reasonable. For each MSA, the ILEC was required to complete switch selections no later than nine months prior to the implementation deadline for that MSA. The First Order on Reconsideration also allowed for carriers to negotiate agreements to exclude specific switches within an MSA in exchange for conversion of other switches.

12) Based on the First Order on Reconsideration, carriers in the Southeast Region Operations Workshop developed a mutually agreeable switch selection process that was applied to all MSAs in the BellSouth area. The process was as follows:

- a) Incumbent Local Exchange Carriers (ILECs) provided a list of their switches within the MSA to the carriers.
- b) The carriers selected the switches of interest and prioritized them as high, medium and low.
- c) Based on the data, BellSouth developed an office-by-office schedule.
- d) The office-by-office schedule was presented to the carriers in the Southeast Region Operations Workshop.
- e) Carriers used this information to develop implementation plans.

This process was followed on a state-by-state basis for the 21 largest MSAs within the BellSouth territory, i.e., the BellSouth MSAs covered by Phases I-V.

The Kentucky Public Service Commission participated in the process by coordinating the selection among carriers of switches in the Louisville MSA.

13) In addition, the FCC ruled in the First Order that, after implementation of LNP in the initial 100 MSAs, each LEC must make number portability available in additional MSAs within six months after a bona fide request (BFR) has been received from another telecommunications carrier.

14) To allow for an orderly scheduling and deployment of LNP in offices outside the top 21 MSAs, BellSouth developed an LNP deployment schedule similar to the schedule in the First Order. That is, as a general rule, the remaining MSAs within each state would be ordered by size, with the largest MSAs in each state scheduled for LNP implementation first and the smallest last. BellSouth presented this schedule to the carriers at the Southeast Region Operations Workshop on August 18, 1998. During September 1998, carriers provided proposed modifications to the schedule. On November 11, 1998, BellSouth published the schedule based on the industry agreements and discussions. Due to requests from carriers to modify the schedule, on April 12, 1999, BellSouth issued a revised LNP deployment schedule. Under this schedule, BellSouth deployed LNP in a total of 1,452 of its 1,653 (87.8 %) end offices throughout its territory by end of first quarter 2000. By the end of first quarter 2000, more than 97.0 % of the access lines (approximately 26,316,000 lines) served by BellSouth were LNP capable. By March 31, 2000, all of the BellSouth switches (182 switches) in Kentucky and 100.0% of the access lines in Kentucky (1,286,816 access lines) were LNP capable. Exhibit DLD-2 lists the Kentucky offices equipped for LNP and the dates

these offices became LNP capable. As of April 30 2001, 34,290 access lines in Kentucky have been ported using LNP. This does not include the interim number portability (INP) telephone numbers that are currently converting from the INP method to permanent number portability.

15) In the Second Report and Order, the FCC adopted several modifications recommended by the North American Numbering Council (NANC) with regard to technical, operational, architectural and administrative requirements for number portability. For example, in the Second Report and Order, the FCC set forth rules to determine which entity is required to make the database query to determine the service provider of the called party. These technical, operational and administrative requirements include:

- a) NPAC provisioning process flows;
- b) Compliance with the Functional Requirements Specifications (FRS) and the Interoperable Interface Specifications (IIS);<sup>8</sup>
- c) Policy of reserved and unassigned numbers;<sup>9</sup>
- d) N-1<sup>10</sup> carrier call routing obligations and default routing;<sup>11</sup>
- e) Policy on the treatment of disconnected ported numbers;<sup>12</sup>
- f) Change Management Process to ensure the consistent and uniform provision of number portability and that individual carriers or industry segments are not disadvantaged.<sup>13</sup>

BellSouth is in compliance with these procedures.

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<sup>8</sup> Id., 12 FCC Rcd at 12,317-19, ¶¶ 59-64.

<sup>9</sup> Id., 12 FCC Rcd at 12,319-21, ¶¶ 65-67.

<sup>10</sup> The “N” carrier is the entity terminating the call to the end user, and the “N-1” carrier is the entity transferring the call to the N, or terminating, carrier.

<sup>11</sup> Id., 12 FCC Rcd at 12,323-26, ¶¶ 73-78.

<sup>12</sup> Id., 12 FCC Rcd at 12,326-27, ¶ 79.

- 16) In its Third Report and Order, the FCC adopted a federal cost recovery mechanism for long-term number portability. It allowed incumbent local exchange carriers to recover their costs directly related to implementing LNP through federally tariffed, monthly number portability end user line charges and number portability query service charges.
- 17) BellSouth filed with the FCC a cost-recovery tariff (Transmittal No. 502)<sup>14</sup> on April 30, 1999, with a scheduled effective date of May 15, 1999. On May 11, 1999, the FCC suspended BellSouth's tariff transmittal, and set it for investigation on May 14, 1999. Based on meetings with the FCC, BellSouth revised its tariff filing and, on June 11, 1999, it filed its revised tariff (Transmittal No. 510). Based on this revised tariff, on June 14, 1999, the FCC released its reconsideration order, *Reconsideration of Decision to Suspend and Investigate Tariff Filing of BellSouth Telecommunications, Inc.* In the Order, the FCC approved the end user line charge and the query charges submitted in the revised tariff.
- 18) In summary, BellSouth has worked diligently to implement long-term number portability. BellSouth has met the revised implementation dates for Phases I-V in Kentucky. In addition, BellSouth proactively implemented, or has established plans to implement, LNP widely throughout its nine-state region. BellSouth has complied with all requirements of governing statutes and the FCC implementing orders and related rules, including those for cost recovery.

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<sup>13</sup> Id., 12 FCC Rcd at 12,321-22, ¶¶ 68-69.

<sup>14</sup> *In the Matter of Long-Term Telephone Number Portability Tariff Filing*, BellSouth Telecommunications, Inc. Tariff F.C.C. No. 1 Transmittal No.502.

19) Issues related to Operational Support Systems are covered in the Testimony of Ron Pate.

20) This concludes my affidavit.



I declare under penalty of perjury that the foregoing is true and correct to the best of my belief and knowledge.

Executed on this 16<sup>th</sup> day of May, 2001

Dennis L. Davis

Dennis L. Davis

Director of Local Number Portability Program Management

STATE OF ALABAMA

COUNTY OF JEFFERSON

Subscribed and sworn to before me

this 16<sup>th</sup> day of May, 2001.

Gay P. Dilz

Notary Public

**GAY P. DILZ**  
NOTARY PUBLIC DEKALB COUNTY GEORGIA  
MY COMMISSION EXPIRES FEBRUARY 10, 2003



**EXHIBIT DLD-1**

**LNP DEPLOYMENT BY MSA**

	<b>Phase 1</b>	<b>Phase 2</b>	<b>Phase 3</b>	<b>Phase 4</b>	<b>Phase 5</b>
<b>Original FCC Mandated Complete Date</b>	12/31/1997	03/31/1998	06/30/1998	09/30/1998	12/31/1998
<b>Revised FCC Mandated Complete Date for Southeast Region</b>	08/31/1998	09/30/1998	10/31/1998	11/30/1998	No Change
<b>Top 100 MSAs Located in Southeast Region (Kentucky MSAs in bold)</b>	Atlanta	Miami, Orlando, Ft. Lauderdale, Tampa	New Orleans, Charlotte, Greensboro, Nashville	Memphis, <b>Louisville</b> , Jacksonville, Raleigh, W. Palm Beach, Greenville	Birmingham, Knoxville, B. Rouge, Charleston, Columbia, Mobile



**EXHIBIT DLD-2**

## LNP OFFICE SCHEDULE

EXHIBIT DLD-2			
Wire Center Name	Switch CLLI	Ready to Port	MSA
HENDERSON	HNSNKYMADS0	09/02/99	KY - HNSN
CORYDON	CYDNKYMADS0	09/02/99	KY - HNSN
HEBBARDSVILLE	HBVLKYMADS0	09/02/99	KY - HNSN
ROBARDS	RBRDKYMADS0	09/02/99	KY - HNSN
BEDFORD	BDFRKYMADS0	06/30/99	KY - LSVL
FRANKFORT-EAST	FRFTKYESDS0	06/30/99	KY - LXTN
WINCHESTER	WNCHKYMADS0	06/30/99	KY - LXTN
FORD	FORDKYMADS0	06/30/99	KY - LXTN
PILOT VIEW	WNCHKYPVDS0	06/30/99	KY - LXTN
GEORGETOWN	GRTWKYMADS0	06/30/99	KY - LXTN
SADIEVILLE	SDVLKYMADS0	06/30/99	KY - LXTN
STAMPING GROUND	STGRKYMADS0	06/30/99	KY - LXTN
MILLERSBURG	MLBGKYMADS0	09/02/99	KY - LXTN
PARIS	PARSKYMADS0	09/02/99	KY - LXTN
RICHMOND	RCMDKYMADS0	06/30/99	KY - LXTN
KIRKSVILLE	KKVLKYMADS0	06/30/99	KY - LXTN
WACO	WACOKYMADS0	06/30/99	KY - LXTN
BOWLING GREEN	BWLKYMADS0	09/02/99	KY - OSMSA
BG-RICHARDSVILLE	BWLKRYVDS0	09/02/99	KY - OSMSA
FRANKLIN	FKLNKYMADS0	09/02/99	KY - OSMSA
MORGANTOWN	MGTWKYMADS0	09/02/99	KY - OSMSA
RUSSELLVILLE	RLVLKYMADS0	09/02/99	KY - OSMSA
DANVILLE	DAVLKYMADS0	09/02/99	KY - OSMSA
BURGIN	BRGNKYMADS0	09/02/99	KY - OSMSA
CRAB ORCHARD	CRBOKYMADS0	09/02/99	KY - OSMSA
HARRODSBURG	HDBGKYMADS0	09/02/99	KY - OSMSA
JUNCTION CITY	JNCYKYMADS0	09/02/99	KY - OSMSA
PERRYVILLE	PRVLKYMADS0	09/02/99	KY - OSMSA
SALVISA	SLVSKYMADS0	09/02/99	KY - OSMSA
SPRINGFIELD	SPFDKYMADS0	09/02/99	KY - OSMSA
STANFORD	STFRKYMADS0	09/02/99	KY - OSMSA
WILLISBURG	WSBGKYMADS0	09/02/99	KY - OSMSA
CORBIN	CRBNKYMADS0	09/02/99	KY - OSMSA
BENHAM LYNCH	BNLYKYMADS0	09/02/99	KY - OSMSA
HARLAN	HRLNKYMADS0	09/02/99	KY - OSMSA
MIDDLESBORO	MDBOKYMADS0	09/02/99	KY - OSMSA
PINEVILLE	PIVLKYMADS0	09/02/99	KY - OSMSA
WILLIAMSBURG	WLBGKYMADS0	09/02/99	KY - OSMSA
WALLINS CREEK	WLCKKYESDS0	09/02/99	KY - OSMSA
BARDSTOWN	BRTWKYESDS0	09/02/99	KY - OSMSA
BLOOMFIELD	BLFDKYMADS0	09/02/99	KY - OSMSA
CHAPLIN	CHPLKYMADS1	09/02/99	KY - OSMSA
NEW HAVEN	NWHNKYMADS0	09/02/99	KY - OSMSA

TAYLORSVILLE	TYVLKYMADS0	09/02/99	KY - OSMSA
ROSE TERRACE	RSTRKYESDS0	09/02/99	KY - OSMSA
FRANKFORT-MAIN	FRFTKYMADS0	06/30/99	KY - OSMSA
LAWRENCEBURG	LRBGKYMADS0	06/30/99	KY - OSMSA
OWENTON	OWTNKYMADS0	06/30/99	KY - OSMSA
SHELBYVILLE	SHVLKYMADS0	06/30/99	KY - OSMSA
BAGDAD	BGDDKYMADS0	06/30/99	KY - OSMSA
CAMPBELLSBURG	CMBGKYMADS0	06/30/99	KY - OSMSA
CARROLLTON	CRTNKYMADS0	06/30/99	KY - OSMSA
EMINENCE	EMNNKYESDS0	06/30/99	KY - OSMSA
PORT ROYAL	PTRYKYMADS0	06/30/99	KY - OSMSA
PLEASUREVILLE	EMNNKYPLDS0	06/30/99	KY - OSMSA
FINCHVILLE	FNVLKYMADS1	06/30/99	KY - OSMSA
GHENT	GHNTKYMADS1	06/30/99	KY - OSMSA
MILTON	MLTNKYMADS0	06/30/99	KY - OSMSA
MT. EDEN	MTEDKYMADS0	06/30/99	KY - OSMSA
SULPHUR	SLPHKYMADS1	06/30/99	KY - OSMSA
SIMPSONVILLE	SSVLKYMADS0	06/30/99	KY - OSMSA
WADDY	WDDYKYMADS0	06/30/99	KY - OSMSA
MADISONVILLE	MDVIKYMADS0	09/02/99	KY - OSMSA
CLAY	CLAYKYMADS0	09/02/99	KY - OSMSA
DIXON	DIXNKYMADS0	09/02/99	KY - OSMSA
EDDYVILLE	EDVLKYMADS0	09/02/99	KY - OSMSA
EARLINGTON	ERTNKYMADS0	09/02/99	KY - OSMSA
FREDONIA	FRDNKYMADS0	09/02/99	KY - OSMSA
HANSON	HANSKYMADS0	09/02/99	KY - OSMSA
MARION	MARNKYMADS0	09/02/99	KY - OSMSA
MORTONS GAP	MRGPKYMADS0	09/02/99	KY - OSMSA
NEBO	NEBOKYMADS0	09/02/99	KY - OSMSA
PRINCETON	PRTNKYESDS0	09/02/99	KY - OSMSA
PROVIDENCE	PRVDKYMADS0	09/02/99	KY - OSMSA
SEBREE	SEBRKYMADS0	09/02/99	KY - OSMSA
SLAUGHTERS	SLGHKYMADS0	09/02/99	KY - OSMSA
SAINT CHARLES	STCHKYMADS0	09/02/99	KY - OSMSA
GREENVILLE	GNVLKYMADS0	09/02/99	KY - OSMSA
BREMEN	BRMNKYMADS0	09/02/99	KY - OSMSA
CENTRAL CITY	CNCYKYMADS0	09/02/99	KY - OSMSA
DRAKESBORO	DRBOKYESDS0	09/02/99	KY - OSMSA
CANTON	CNTNKYMADS0	09/02/99	KY - OSMSA
ELKTON	EKTNKYMADS0	09/02/99	KY - OSMSA
SHARON GROVE	SHGVKYMADS1	09/02/99	KY - OSMSA
MURRAY	MRRYKYMADS0	09/02/99	KY - OSMSA
AURORA	AURRKYMADS0	09/02/99	KY - OSMSA
MAYFIELD	MYFDKYMADS0	09/02/99	KY - OSMSA
CLINTON	CLTNKYESDS0	09/02/99	KY - OSMSA
HICKMAN	HCMNKYMADS0	09/02/99	KY - OSMSA
PADUCAH-LONE OAK	PDCHKYLODS0	09/02/99	KY - OSMSA
BENTON	BNTNKYMADS0	09/02/99	KY - OSMSA



GILBERTSVILLE	GBVLKYMADS0	09/02/99	KY - OSMSA
PADUCAH-INFO. PK.	PDCHKYIPDS0	09/02/99	KY - OSMSA
PADUCAH-REIDLAND	PDCHKYRLDS0	09/02/99	KY - OSMSA
PADUCAH-MAIN	PDCHKYMADS0	09/02/99	KY - OSMSA
BEAVER DAM	BVDMKYMADS0	09/02/99	KY - OSMSA
CALHOUN	CLHNKYMADS0	09/02/99	KY - OSMSA
CLOVERPORT	CLPTKYMADS0	09/02/99	KY - OSMSA
CENTERTOWN	CNTWKYMADS1	09/02/99	KY - OSMSA
FORDSVILLE	FDVLKYMADS0	09/02/99	KY - OSMSA
HARDINSBURG	HRBGKYESDS0	09/02/99	KY - OSMSA
HARTFORD	HRFRKYMADS0	09/02/99	KY - OSMSA
HAWESVILLE	HWVLKYMADS0	09/02/99	KY - OSMSA
ISLAND	ISLDKYMADS0	09/02/99	KY - OSMSA
LIVERMORE	LVMRKYMADS0	09/02/99	KY - OSMSA
MC DANIELS	MCDNKYMADS0	09/02/99	KY - OSMSA
SACRAMENTO	SCRMKYMADS0	09/02/99	KY - OSMSA
MORGANFIELD	MGFDKYMADS0	09/02/99	KY - OSMSA
STURGIS	STRGKYMADS0	09/02/99	KY - OSMSA
CARLISLE	CRLSKYMADS0	09/02/99	KY - OSMSA
CYNTHIANA	CYNTKYMADS0	09/02/99	KY - OSMSA
ELKHORN CITY	ELCYKYESDS0	09/02/99	KY - OSMSA
MOUNT STERLING	MTSTKYMADS0	09/02/99	KY - OSMSA
MAYSVILLE	MYVLKYMADS0	09/02/99	KY - OSMSA
PIKEVILLE-MAIN	PKVLKYMADS0	09/02/99	KY - OSMSA
ALLEN	ALLNKYMADS0	09/02/99	KY - OSMSA
FEDSCREEK	FDCKKYESDS0	09/02/99	KY - OSMSA
FREEBURN	FEBRKYMADS0	09/02/99	KY - OSMSA
INEZ	INEZKYMADS0	09/02/99	KY - OSMSA
LOUISA	LOUSKYESDS0	09/02/99	KY - OSMSA
MARTIN	MARTKYMADS0	09/02/99	KY - OSMSA
MC DOWELL	MCWLKYMADS0	09/02/99	KY - OSMSA
NEON	NEONKYESDS0	09/02/99	KY - OSMSA
PIKEVILLE-GAR VI	PKVLKYGVDS0	09/02/99	KY - OSMSA
PIKEVILLE-META	PKVLKYMTDS0	09/02/99	KY - OSMSA
PAINTSVILLE	PNVLKYMADS0	09/02/99	KY - OSMSA
PRESTONSBURG	PRBGKYESDS0	09/02/99	KY - OSMSA
STONE	STONKYMADS0	09/02/99	KY - OSMSA
SOUTH WILLIAMSON	SWSNKYMADS0	09/02/99	KY - OSMSA
VIRGIE	VIRGKYMADS0	09/02/99	KY - OSMSA
WHITESBURG	WHBGKYMADS0	09/02/99	KY - OSMSA
WARFIELD	WRFDKYMADS0	09/02/99	KY - OSMSA
WAYLAND	WYLDKYESDS0	09/02/99	KY - OSMSA
STANTON	SNTNKYMADS0	09/02/99	KY - OSMSA
BEATTYVILLE	BYVLKYMADS0	09/02/99	KY - OSMSA
JACKSON	JCSNKYMADS0	09/02/99	KY - OSMSA
OWENSBORO	OWBOKYMADS0	09/02/99	KY - OWBO
ENSOR	ENSRKYMADS0	09/02/99	KY - OWBO
OWENSBORO	OWBOKYMADS1	09/02/99	KY - OWBO

HABIT	HABTKYMADS0	09/02/99	KY - OWBO
MACEO	MACEKYMADS0	09/02/99	KY - OWBO
PLEASANT RIDGE	PLRGKYMADS0	09/02/99	KY - OWBO
PANTHER	PNTHKYMADS0	09/02/99	KY - OWBO
SORGHO	SRGHKYMADS0	09/02/99	KY - OWBO
STANLEY	STNLKYMADS0	09/02/99	KY - OWBO
UTICA	UTICKYMADS0	09/02/99	KY - OWBO
WHITESVILLE	WHVLKYMADS0	09/02/99	KY - OWBO
WEST LOUISVILLE	WLVLKYMADS0	09/02/99	KY - OWBO
DAWSON SPRINGS	DWSPKYESDS0	09/02/99	TN - CLVL
NORTONVILLE	NRVLKYMADS0	09/02/99	TN - CLVL
HOPKINSVILLE	HPVLKYMADS0	09/02/99	TN - CLVL
BLUFF SPRINGS	BLSPKYMADS1	09/02/99	TN - CLVL
CADIZ	CADZKYMADS0	09/02/99	TN - CLVL
CROFTON	COTNKYMADS0	09/02/99	TN - CLVL
GRACEY	GRACKYMADS0	09/02/99	TN - CLVL
GUTHRIE	GTHRKYMADS0	09/02/99	TN - CLVL
LAFAYETTE	LFYTKYMADS0	09/02/99	TN - CLVL
PEMBROKE	PMBRKYMADS0	09/02/99	TN - CLVL
TRENTON	TRENKYMADS0	09/02/99	TN - CLVL
OAK GROVE	OKGVKYESDS0	09/30/99	TN - CLVL
FULTON-MAIN	FLTNKYMADS0	09/02/99	TN - OSMSA
LOU-ARMORY PLACE	LSVLKYAP2GT	NA	KY - LSVL
LEBANON JUNCTION	LBJTKYMADS0	11/20/98	KY - LSVL
LOU-26TH ST	LSVLKY26CG0	11/20/98	KY - LSVL
LOU-ARMORY PLACE	LSVLKYAPDS0	11/20/98	KY - LSVL
LOU-THIRD STREET	LSVLKYTSRS0	11/20/98	KY - LSVL
LOU-THIRD STREET	LSVLKYTSRS1	11/20/98	KY - LSVL
LOU-BEECHMONT	LSVLKYBEDS0	11/20/98	KY - LSVL
LOU-BARDSTOWN RD	LSVLKYBRDS0	11/20/98	KY - LSVL
LOU-FERN CREEK	LSVLKYFCDS0	11/20/98	KY - LSVL
LOU-JTOWN	LSVLKYJTDS0	11/20/98	KY - LSVL
LOU-OKOLONA	LSVLKYOACG0	11/20/98	KY - LSVL
LOU-SHIVELY	LSVLKYSHDS0	11/20/98	KY - LSVL
LOU-SIX MILE LN	LSVLKYSLDS0	11/20/98	KY - LSVL
LOU-THIRD STREET	LSVLKYTSCG0	11/20/98	KY - LSVL
LOU-VALLEY STA.	LSVLKYVSDS0	11/20/98	KY - LSVL
WEST POINT	WSPNKYMADS0	11/20/98	KY - LSVL
LOU-WESTPORT RD	LSVLKYWEDS0	11/20/98	KY - LSVL
LOU-ANCHORAGE	LSVLKYANDS0	11/20/98	KY - LSVL
LAGRANGE	LGRNKYESDS0	11/20/98	KY - LSVL
LOU-HARRODS CRK	LSVLKYHADS0	11/20/98	KY - LSVL
LOU-CRESTWOOD	LSVLKYCWDS0	11/20/98	KY - LSVL
LOU-ST.MATTHEWS	LSVLKYSMCG0	11/20/98	KY - LSVL





# **ATTACHMENT F**

**Affidavit of Valerie Sapp**

**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 VALERIE SAPP**  
**ON BEHALF OF BELLSOUTH TELECOMMUNICATIONS, INC.**

I, Valerie Sapp, being first duly sworn upon oath, do hereby depose and state as follows:

1. My name is Valerie Sapp. My business address is 600 North 19 Street, Birmingham, Alabama 35203. I am employed by BellSouth Telecommunications, Inc. (hereinafter referred to as "BellSouth") as a Manager-911 Interconnection Implementation.

**I. PROFESSIONAL EXPERIENCE AND EDUCATION**

2. I joined Southern Bell (now BellSouth) in 1969. The majority of my career was spent in Miami, Florida where I spent approximately 20 years in the Executive Department performing various budget and regulatory duties. From 1992 until September 1998, I worked with Independent Telephone Companies ("ICOs") and Competitive Local Exchange Carriers ("CLECs") (since December, 1995) that interconnected to BellSouth for 911 service. From September 1998 until July 1, 2000, I worked as a Local Interconnection Product Manager dealing with Meet Point Billing and Reciprocal Compensation issues related to CLECs. Effective July 1, 2000, I returned as the BellSouth 911 Implementation Manager. In my current position, I am

responsible for the coordination and implementation of CLEC interconnection to the BellSouth 911 network for the provision of 911 service to the CLECs' customers.

## **II. PURPOSE OF AFFIDAVIT**

3. The purpose of this affidavit is to demonstrate that BellSouth offers CLECs nondiscriminatory access to 911 services. Specifically, I discuss: the documentation available to CLECs; the agreements needed to obtain 911 access; the databases used by BellSouth to provide this service; trunking arrangements; the general processes used including updates to the 911 databases; the access BellSouth provides to government bodies; and statistics regarding CLEC interconnection with BellSouth's 911 services and facilities in Kentucky.

4. In its South Carolina and Second Louisiana Orders, the Federal Communications Commission (FCC) found that BellSouth was providing non-discriminatory access to its 911 and E911 services. See Application of BellSouth Corp., et al. Pursuant to Section 271 of the Communications Act of 1934, as amended, To Provide In-Region InterLATA Services in South Carolina, 13 FCC Rcd 539, 666-67 (1997); Application of BellSouth Corporation, BellSouth Telcoms, Inc., and BellSouth Long Distance, Inc., for Provision of In-Region, InterLATA Services in Louisiana, 13 FCC Rcd 20599, 20738, & 236 (1998). The systems, processes and procedures that BellSouth uses to provide CLECs access to 911 and E911 services in Kentucky are the same as those approved by the FCC in these prior orders. Additionally, following is a list of BellSouth region state proceedings that have found that BellSouth provides non-discriminatory access to 911/E911 in compliance with Checklist Item 7: (1) Florida Public Service Commission (FPSC) in Order No. PSC-97-1459-FOF-TL, Docket No. 960786-TL, issued November 19, 1997, pp. 113 & 118; (2) Louisiana Public Service Commission (LPSC) in

Docket No. U-22252-A, Order dated September 5, 1997, p. 11; (3) Mississippi Public Service Commission (MPSC) in Docket No. 97-AD-0321, Order dated November 9, 1998, p. 38; (4) North Carolina Utilities Commission (NCUC) in its Order Regarding Section 271 Requirements, Docket No. P-55, Sub 1022, January 14, 1998, p. 77; and (5) South Carolina Public Service Commission (SCPSC) in Docket No. 97-101-C, Order No. 97-640, dated July 31, 1997, p. 47. The provision of access remains to this day consistent with the affirmative conclusions reached by the FCC, FPSC, LPSC, MPSC, NCUC and SCPSC.

### **III. DISCUSSION**

5. In Kentucky, access to 911 and E911 services is provided through existing tariffs to local government bodies. Once these local government bodies select a particular type of 911 service, BellSouth provides customers of CLECs with access to the 911 service selected for the area in which they reside, in a manner identical to the 911 service supplied to BellSouth's own customers.

6. The original 911 service, known as Basic 911 (911), routes a call to 911 to a centralized answering location known as a Public Safety Answering Point (PSAP). The following steps are involved in the 911 emergency call process:

- a. The subscriber requires emergency aid and dials 911.
- b. The dialed digits are received in the Telco end office that sends the Automatic Number Identification (“ANI”) to the PSAP.
- c. The attendant at the PSAP obtains the pertinent information that identifies the call and the caller’s need.
- d. The attendant then determines the appropriate agency and dials a 7-digit or 10-digit number, as appropriate, to transfer the caller to that agency. The calling



party's emergency information is verbally relayed to the responding agency and a unit is dispatched to the caller's location.

7. Enhanced 911 service ("E911") is a full featured electronic system that provides three (3) major enhancements to 911 service:

- a. Selective Routing electronically routes 911 emergency calls from a Telco 911 tandem to the proper PSAP based on the Emergency Services Number ("ESN") routing code that has been assigned to the caller's address. The tandem office is a central office designated for a geographical area to receive end office E911 calls and route to the appropriate PSAP.
- b. The ANI provides the calling party's 7-digit or 10-digit telephone number, as appropriate, on a display at the PSAP.
- c. Automatic Location Identification (ALI) provides the name and address associated with the calling party's telephone number on the display at the PSAP.

To receive the maximum benefit of E911, the area served must be assigned valid house numbers. Without a house number, dispatching is delayed and the responding agency has difficulty finding the correct address.

8. The following steps are involved in the E911 emergency call process:
- a. The subscriber requires emergency aid and dials 9-1-1.
  - b. The digits are received in the Telco end office that sends the ANI to the E911 BellSouth tandem office.
  - c. The tandem office finds the associated ESN for the calling telephone number via the Telephone Number/Emergency Services Number (TN/ESN) translation table.
  - d. Based on the ESN, the call is switched, via a dedicated trunk, to the appropriate PSAP.
  - e. The subscriber's ANI from the serving Telco is displayed at the PSAP.

- f. The ANI information is sent to the Automatic Location Identification/Data Management System (ALI/DMS) processors for retrieval of subscriber information.
  - g. The ALI/DMS processor returns the ALI to the PSAP for display.
  - h. The PSAP attendant verifies the telephone number and the street address that has appeared on the screen and obtains information as to which emergency service is needed. The attendant then depresses the button corresponding to the agency request, e.g., fire, police or ambulance and the call is automatically transferred.
  - i. The details for each call (calling number, answering attendant's number, time of answer, time of transfer and/or disconnect and the trunk number) are printed at the PSAP after the call is disconnected.
  - j. The agency receives the call and, if it so chooses, the caller's telephone number, name and street address are displayed. The PSAP attendant remains on the line for as long as needed to relay the call.
  - k. The agency then dispatches an emergency unit to the caller's address.
9. When a reseller or facilities-based CLEC customer dials 9-1-1, the call is treated just like that of any BellSouth customer. BellSouth routes the CLEC customer's E911 call to the appropriate PSAP, and it provides and validates the necessary customer information to the PSAP as outlined in ¶ 8, proceeding. A 911 call is also treated just like that of any BellSouth customer. In the case of 911, the reseller or facilities-based CLEC must deliver the ANI of their customer to the correct PSAP just as BellSouth is required to do.

10. When a reseller CLEC purchases BellSouth's local service for resale to its customers, 911 service is included. Similarly, a CLEC that purchases the Unbundled Network Element – Platform (UNE-P) from BellSouth also obtains 911 service automatically. BellSouth provides and maintains the service. Facilities-based providers have their own switch and are responsible for getting the 911 call to the appropriate PSAP or, if E911, to the appropriate

BellSouth 911 tandem. They are also responsible for getting their customer information in the BellSouth 911 database in the proper format.

11. For resale customers, BellSouth updates and maintains the ALI/DMS database that supports 911/E911 services at the same time it updates and maintains the ALI/DMS database for BellSouth's end users. Facilities-based CLECs electronically provide BellSouth with updated data for their end user customers that are added to the ALI/DMS database as the records are received.

12. BellSouth provides 911/E911 services to resale/UNE CLECs exactly as set forth in BellSouth's retail tariffs. BellSouth provides facilities-based CLECs access to 911/E911 services through interconnection agreements making their customers' numbers and address information available to 911 governmental agencies that provide emergency services.

13. For 911 service, BellSouth provides CLECs a list consisting of each municipality that subscribes to 911 service. The list also provides, if known, the conversion date to E911. This list is provided via the internet at the following address:

[http://www.interconnection.bellsouth.com/markets/lec/911/911\\_availability.html](http://www.interconnection.bellsouth.com/markets/lec/911/911_availability.html). In

municipalities that subscribe to 911 service, a facilities-based CLEC must arrange to have 911 calls from its end users accepted at the appropriate PSAP.

14. In order to ensure reliability of the 911 system, a facilities-based CLEC, in the same manner as BellSouth, installs a minimum of two dedicated trunks connecting the CLEC's end office to the BellSouth 911 tandem serving the calling customer's PSAP. The trunk interface may be either a 2-wire analog interface or a digital DS1 interface. The CLEC is responsible for the trunks and any cost associated with providing the trunks needed to reach the appropriate

BellSouth 911 tandem. If a municipality has converted to E911 service, a facilities-based CLEC forwards its 911 calls to the appropriate BellSouth E911 tandem, along with the caller's ANI, according to which E911 tandem the end office information is loaded. If the E911 tandem trunks are not available (i.e., due to high levels of end user calls in an emergency situation), BellSouth allows the facilities-based CLEC to route the call over BellSouth's network using a designated 7-digit or 10-digit voice line number, as appropriate, for the appropriate PSAP. This call will be transported over BellSouth's interoffice network along with BellSouth calls and, because the line does not carry data, it will not carry the ANI of the calling party.

15. BellSouth has developed the E911 Local Exchange Carrier Guide for facilities-based providers ("CLEC Guide") (Exhibit VKS-1) that provides the information facilities-based providers need to interconnect to BellSouth for 911 services. In general, the process for a facilities-based carrier begins when it first contacts the BellSouth CLEC 911 Implementation Manager, who will provide the CLEC with a non-disclosure agreement for 911 services. Once the CLEC signs and returns the non-disclosure agreement, and any concerns are discussed and resolved, the CLEC, with the assistance of its BellSouth Trunking Project Manager, orders the necessary 911 trunks through BellSouth's Local Interconnection Switching Center (LISC). The BellSouth CLEC 911 Implementation Manager works with the CLEC to determine the appropriate 911 tandem for routing the CLEC's 911 calls.

16. BellSouth provides and maintains the necessary equipment at the E911 Control Office (E911 Tandem) and the Database Management System to perform E911 services for the requesting local E911 customer. These services include some or all of the following as needed:

- a. Transporting the E911 calls from the CLEC's switches to the E911 tandem of the E911 system;
- b. Switching the E911 calls through the E911 Tandem to the Public Safety Answering Point;
- c. Storing the names, addresses, and associated telephone numbers from the CLEC's customers in electronic data processing databases for the E911 Database Management System;
- d. Transmission of the information associated with the CLEC's customers to the PSAP upon the customer dialing 9-1-1.

17. The facilities-based CLEC furnishes lists of its NPA/NXXs and 911 tandems to BellSouth and obtains from BellSouth a Master Street Address Guide ("MSAG") which is a listing of standard street names, address ranges and ESN used for validation of subscriber data.

18. BellSouth has contracted with a third-party 911 database provider, SCC, located in Boulder, Colorado to provide 911 database services on its behalf for all subscribers, on a non-discriminatory basis, for whom BellSouth is the 911 host. The facilities-based CLEC uses the CLEC Guide and MSAG to format customer data correctly before sending an electronically mechanized file to SCC. These data are then included in BellSouth's 911 database, with subsequent updates processed on a daily basis. If these daily update records fail system validity edits when compared to the current MSAG, the erroneous record is marked with an error code (as specified in the CLEC Guide) and mechanically faxed back to the relevant CLEC for review, investigation, correction, and resubmission. The facilities-based CLEC is responsible for correcting the errors and mechanically resubmitting its subscriber information to SCC. The processing cycle is repeated daily until the record passes all validity edits and the data can be posted to the E911 databases. It is the CLEC's responsibility to review and correct its own errors

since SCC does not have access to the facilities-based CLEC customer's records. In this fashion, SCC, on behalf of BellSouth, maintains CLEC customer 911 database listings with the same accuracy and reliability as for BellSouth's customer listings. SCC receives a file every night from BellSouth containing E911/911 updates for BellSouth's own customers as well as BellSouth's Reseller and UNE-P customers. The data are processed and SCC corrects the errors on behalf of BellSouth. The CLEC also has the option of hiring SCC or another database vendor to perform error correction and other database functions on their behalf if they choose not to do it themselves.

19. During nightly E911 database processing, SCC creates an updated file and transmits it to BellSouth. This file contains 911 call routing information for BellSouth subscribers as well as subscribers of other service providers such as facilities-based and reseller CLECs. Information in this file is used to update the BellSouth network switches allowing 911 calls to be routed to the appropriate city or county agency for handling. This nightly process of updating end user subscriber information keeps the E911 network and database current, thereby allowing proper 911 call routing and display of location information to emergency service agencies.

20. The facilities-based CLEC also has a responsibility to remain in contact with the governmental body providing emergency services to determine the following information:

- a. Default ESN - a 3-digit number that translates to a specific PSAP where calls are routed in case the CLEC cannot deliver ANI from their switch to the BellSouth E911 tandem, and
- b. Surcharge information – the money billed by the CLEC on behalf of the county to their customers for providing E911 service. The CLEC must also obtain information from the county in order to remit these surcharges back to

the county. A list of county coordinators for each state is provided, upon request, by the BellSouth CLEC E911 Implementation Manager.

21. Subscribers, regardless of their current local service provider, are able to choose the local service provider of their choice and retain their current telephone number as long as they are remaining in the same rate center. This is referred to Service Provider Local Number Portability (LNP). In order to reflect the correct dial tone provider during an emergency call, the National Emergency Number Association (NENA) implemented the assignment of a NENA Company ID for each Incumbent LEC and CLEC. When an end user changes local service providers (LSP), the NENA Company ID reflected in the E911 database must be updated to change from the former LSP to the new LSP. The E911 database is modified to accommodate this change so that the PSAP display reflects the current local service provider company by displaying their Company's NENA ID. There are two new function of change codes, U and M, that accomplish this. The current local service provider will issue a service order that will allow the record to be available or "unlocked" (coded as "U"). The new local service provider will issue an update to the record to "migrate" (coded as "M") the record with the information for the new company. This process is generally accepted nation-wide and allows the actual record to remain in the database "as is". The CLEC is fully responsible for submitting the needed U or M, as appropriate, to update the E911 database. In order to protect the integrity of the E911 data, BellSouth and SCC have implemented a validation process using the Number Portability Administration Center (NPAC) database to identify the correct dial tone owner. The U and M process, the error processes and the NPAC validation processes are provided in the CLEC Guide.

This system insures that BellSouth is able to meet the requirements of any foreseeable reasonable demand for 911/E911 service.

22. BellSouth provides and maintains sufficient dedicated E911 circuits according to provisions of the E911 tariff and the specifications of the E911 customer. BellSouth routinely monitors service levels (including call blockages) on E911 trunk groups and takes appropriate, coordinated action with the responsible CLEC to provide additional trunks as needed. These trunk servicing activities are performed at the same time and in the same manner that BellSouth services the E911 trunk groups from its own switches, on a first come first served basis. For an extended discussion of BellSouth's trunking architecture and procedures, see testimony of Keith Milner.

23. BellSouth has had procedures in place since early 1996 for CLECs to connect their switches to BellSouth's E911 tandems. As of March 31, 2001, CLECs had requested and BellSouth had provided some 96 E911 trunks in Kentucky, and in its nine-state region, BellSouth had a total of 4,400 trunks in service connecting CLEC switches to BellSouth's E911 tandems.

24. As of March 31, 2001, 13 facilities-based CLECs in Kentucky were sending BellSouth mechanized updates for inclusion in the 911 database. Within BellSouth's entire nine-state region, 66 facilities-based CLECs were sending such mechanized updates. Because the methods and procedures that allow other carriers, including independent LECs, to access BellSouth's E911 and 911 updating capabilities have been in place for some time, it has become routine for CLECs to obtain such updating. For this reason, end-to-end testing of E911 database updating was not necessary.



25. When BellSouth makes any changes to the 911 system, it notifies all potentially affected CLECs. CLECs are notified officially on the BellSouth Interconnection website: <http://www.interconnection.bellsouth.com/carrier/network/index.html>. This includes, but is not limited to, NPA split or overlay information, Central Office conversions and E911 Tandem re-homes. In addition to the official notification, the 911 Implementation Manager sends out correspondence informing the CLECs of any 911 specific information on these system changes that might affect them.

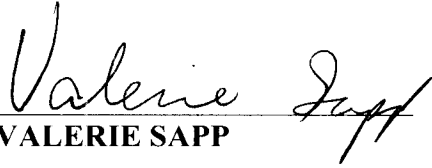
26. By this affidavit, I have shown, among other things, that:
- a. Education and assistance is given to CLECs to provide 911/E911 service by providing project managers for trunking, a CLEC Implementation Manager and the E911 Local Exchange Carrier Guide for Facilities-Based Providers
  - b. BellSouth's 911 network is non-discriminatory because it does not distinguish between BellSouth's customers and the customers of other service providers;
  - c. All calls are routed to the PSAP over the same trunks;
  - d. The same vendor maintains, in a nondiscriminatory manner, the ALI/DMS database for all other Local Service Providers that interconnect to BellSouth.
  - e. Maintenance and testing activities done by BellSouth on any 911 facilities are done without regard to the owner of the facilities;
  - f. All records remain in the 911 database with the implementation of the "unlocking" and "migrating" process with Service Provider Local Number Portability; and
  - g. BellSouth is able to meet any reasonable foreseeable demand for 911/E911 service.

Based on the foregoing, BellSouth has demonstrated that it offers CLECs nondiscriminatory access to 911/E911 services in the Commonwealth of Kentucky in accordance

with the rules of the Kentucky Public Service Commission, the FCC and the requirements of the Telecommunications Act of 1996.

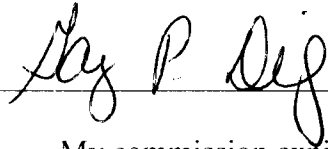
27. This concludes my affidavit.

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

  
VALERIE SAPP

Subscribed and sworn to before me this 16<sup>th</sup> day of May, 2001.

NOTARY PUBLIC

  
\_\_\_\_\_

My commission expires:

GAY P. DILZ  
NOTARY PUBLIC DEKALB COUNTY GEORGIA  
MY COMMISSION EXPIRES FEBRUARY 10, 2008



# **EXHIBIT VKS-1**

## **E911 Local Exchange Carrier Guide for Facilities-Based Providers**

***E911***

***LOCAL EXCHANGE CARRIER***

***GUIDE***

***FOR FACILITY-BASED PROVIDERS***

***10/1/00***

***NOTE: THIS DOCUMENT DOES NOT APPLY TO RESELLERS OF LOCAL  
EXCHANGE TELEPHONE SERVICE***

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# TAB 1

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## **DEFINITION OF E911**

“911” has been designated in the United States as the number to be used by the public to summon emergency aid or to report a crime, fire or accident. Its main purpose is to make it easier for people in time of emotional stress to contact the proper emergency agency. An important advantage of 911 emergency service is improved (reduced) response time.

The original 911 service, known as Basic 911 (B911), routes a call to one centralized answering location. The attendant at the answering location obtains the pertinent information that identifies the call and the caller's need. The attendant then determines the appropriate agency and dials a 7-digit number to transfer the caller to that agency. The calling party's emergency information is verbally relayed to the responding agency and a unit is dispatched to the caller's location.

Enhanced 911 service, or E911, is a full featured electronic system that provides three (3) major enhancements to Basic 911 service:

### **Selective Routing**

Electronically routes 911 emergency calls to the proper Public Safety Answering Point (PSAP) based on the Emergency Services Number (ESN) code that has been assigned to the caller's address.

### **Automatic Number Identification (ANI)**

Provides the calling party's seven digit telephone number on a display at the PSAP.

### **Automatic Location Identification (ALI)**

Provides the name and address associated with the calling party's telephone number on the display at the PSAP.

NOTE: To receive the maximum benefit of E911, the area served must be assigned valid house numbers. Without a house number, dispatching is delayed and the responding agency has difficulty finding the correct address.

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### **NENA COMPANY ID**

Prior to submitting CLEC TN data to SCC for call though testing or production, the CLEC must register with NENA for assignment of a NENA Company ID. This Company ID provides identification of the relationship between the telecommunication company and telephone number. This need is driven by two factors:

#### **Data Base Management**

- supports tracking in 9-1-1 data record processing and quality management by both the 9-1-1 service provider and the data source Company
- administration and management of error processes with multiple data providers

#### **Speed of identification by PSAPs**

- when a PSAP needs to quickly contact the originating Company for line interrupt, call trace, and other emergency actions, the typical use of the NPA-NXX for Company identification will no longer be effective
- an identifier that can be applied to each telephone number record is needed to support individual telephone number portability
- a Company ID that associates 24 Hour access numbers with each telecommunications company is needed for the above functions

### **NENA COMPANY ID REGISTRATION SERVICE**

A national Company ID for 9-1-1 service will allow the PSAP to identify the local service provider serving the caller, and to determine the 24 x 7 number of that LSP for emergency contact needs.

Use of the Internet allows telecommunications companies, state, county, city, and PSAP to access and use the ID information. In addition, the design of this service allows each telecommunications company to assign multiple IDs, so that individual service areas and 24 hour contact information can be identified.

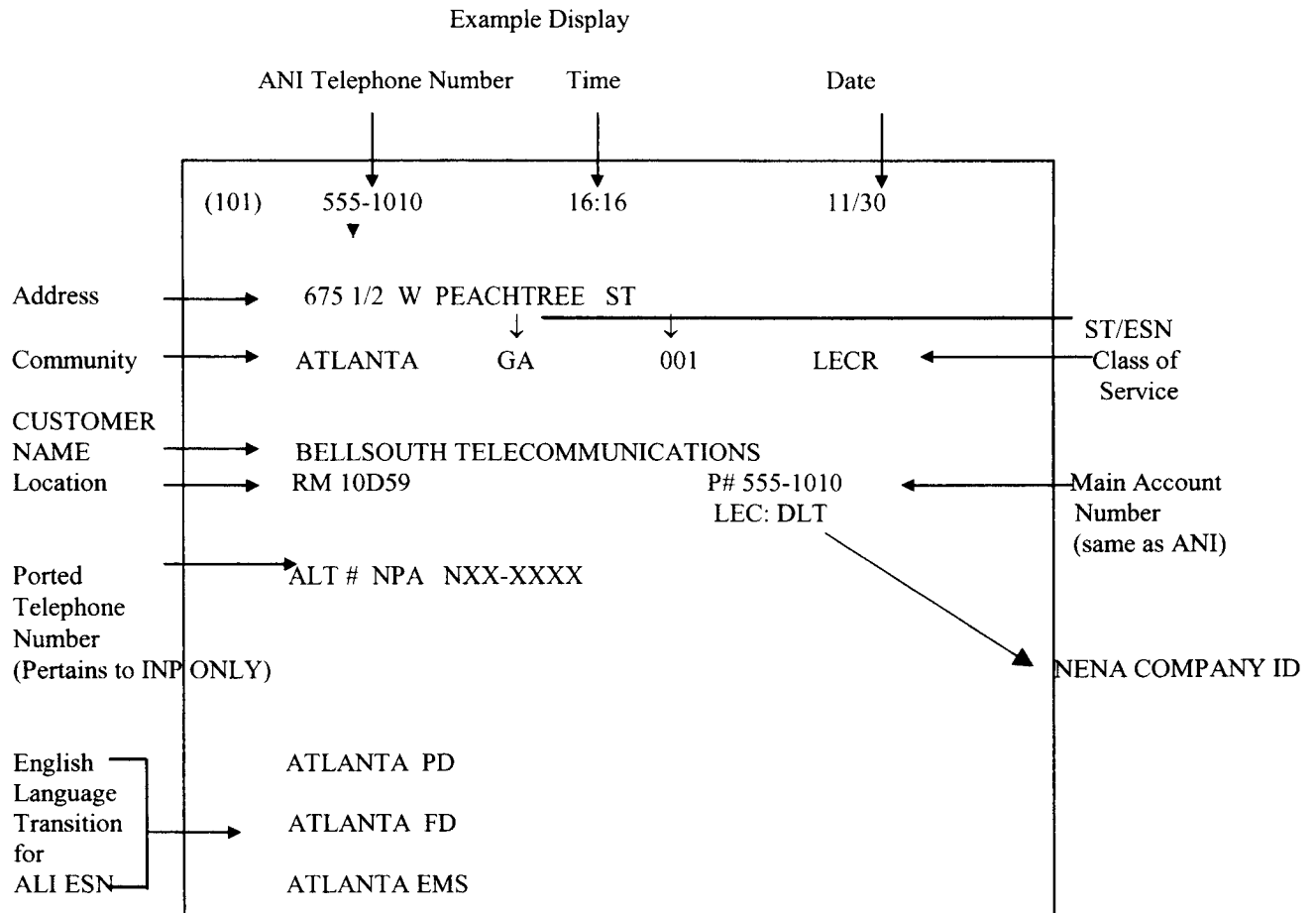
For your convenience, NENA has created an online Company Identifier Data Base Input Form that you can either print out and fill in or you can complete it online, hit the submit button, and you will be invoiced for the fee. The NENA Web page address is: [WWW.nena9-1-1.org](http://WWW.nena9-1-1.org)

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**PSAP DISPLAY**

Shown is an example of one PSAP display. This screen/display will vary based on which PSAP equipment is chosen by the E911 system.



NOTE: The Classes of Service that may be shown at the PSAP for CLEC account display are as follows:

PSAP DISPLAY	TRANSLATION
LECB	CLEC BUSINESS
LECR	CLEC RESIDENCE
LECP	CLEC COIN (INWARD)
LECO	CLEC COIN (OUTWARD ONLY)

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### **INTERIM LOCAL NUMBER PORTABILITY/LOCAL NUMBER PORTABILITY PSAP DISPLAY**

In late 1996 the FCC mandated that Competitive Local Exchange Carriers (CLECs) would be allowed to offer Local Exchange Service in the areas currently served by the Incumbent Local Exchange Carrier (ILEC). The early arrangement for an end user to change Local Service Providers and maintain the current telephone number was called Interim Local Number Portability (ILNP). For PSAP equipment that can display comments, an ALT# would appear if the customer had service which had been ported to another local service provider. This ported number represented the telephone number that is known by the customer, however, the ANI number is the number assigned by the alternate service provider.

In 1998, ILNP was migrated into the first phase of full Local Number Portability, which allows the end user to change service providers and keep their current number without any assignment of alternate numbers by the Competitive Local Service Provider. Modifications in communications technology as a result of implementation of LNP now allow the end user's telephone number to be sent as ANI regardless of the Local Service Provider that is serving the customer.

### **DATABASES REQUIRED TO SUPPORT E911**

#### **MASTER STREET ADDRESS GUIDE (MSAG)**

The MSAG contains all street information in the 911 service area. The Emergency Service Numbers (ESNs) are assigned to the streets for routing purposes and PSAP display purposes.

MSAG requests and MSAG maintenance processes are outlined in Tab 4

#### **TELEPHONE NUMBER (TN) DATABASE**

The TN database contains all of the working subscriber telephone numbers within the county with the name, address and location data (APT, etc.). It is created from customer account data from all local service providers (LSPs), including BellSouth, ICOs, Competitive Local Exchange Carriers (CLECs), which is processed against the MSAG so each subscriber line will be assigned the correct ESN based on an address match to an MSAG entry.

The TN database is thereafter maintained by each local service provider who updates the E911 data daily via a mechanized transfer of data. Data is submitted as required by the LSP to connect, disconnect, or modify the subscriber accounts. The TN database is used to provide data to the retrieval system that is used for display of the individual subscriber data at the PSAP.

Options for providing initial TN data and daily changes to SCC are explained later in this document.

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### TANDEM INFORMATION

During initial County E911 implementation, the E911 tandem is initially populated with each telephone number and the three-digit ESN associated with the telephone number. As additions and changes to subscriber accounts are processed in the E911 system, any change in ESNs used for routing purposes on the subscriber's account are identified and mechanically transmitted to the appropriate E911 tandem. The English Language translation is also determined by the ESN that has been posted to the subscriber's account. In most cases CLECs will provide local service in areas that have already established E911 and the CLEC will not participate in the initial implementation process.

In addition to the individual ESN assignment by telephone number, each NPANXX is assigned a default routing ESN by the E911 Customer. The default ESN configuration allows the E911 Customer to designate a particular PSAP that should receive the emergency call in the event of an ANI only condition. Application of the default ESN assignment into the E911 tandem is coordinated between the County and the Local Service Provider for the NPANXX.

If the CLECs end office provides service to more than one E911 tandem area, an update of the ESN information for the telephone numbers in for that NPANXX will be sent by SCC to multiple E911 tandems as appropriate, however, it will be the CLECs responsibility provide end office to tandem trucks to each E911 tandem and to route the emergency call to the appropriate tandem that serves the physical address.

Questions or requests for emergency service trunks from the CLEC end office to the tandem office will be handled by the BellSouth Trunking Project Management Group and not by the BellSouth CLEC E911 representative.

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### **E911 CALL FLOW**

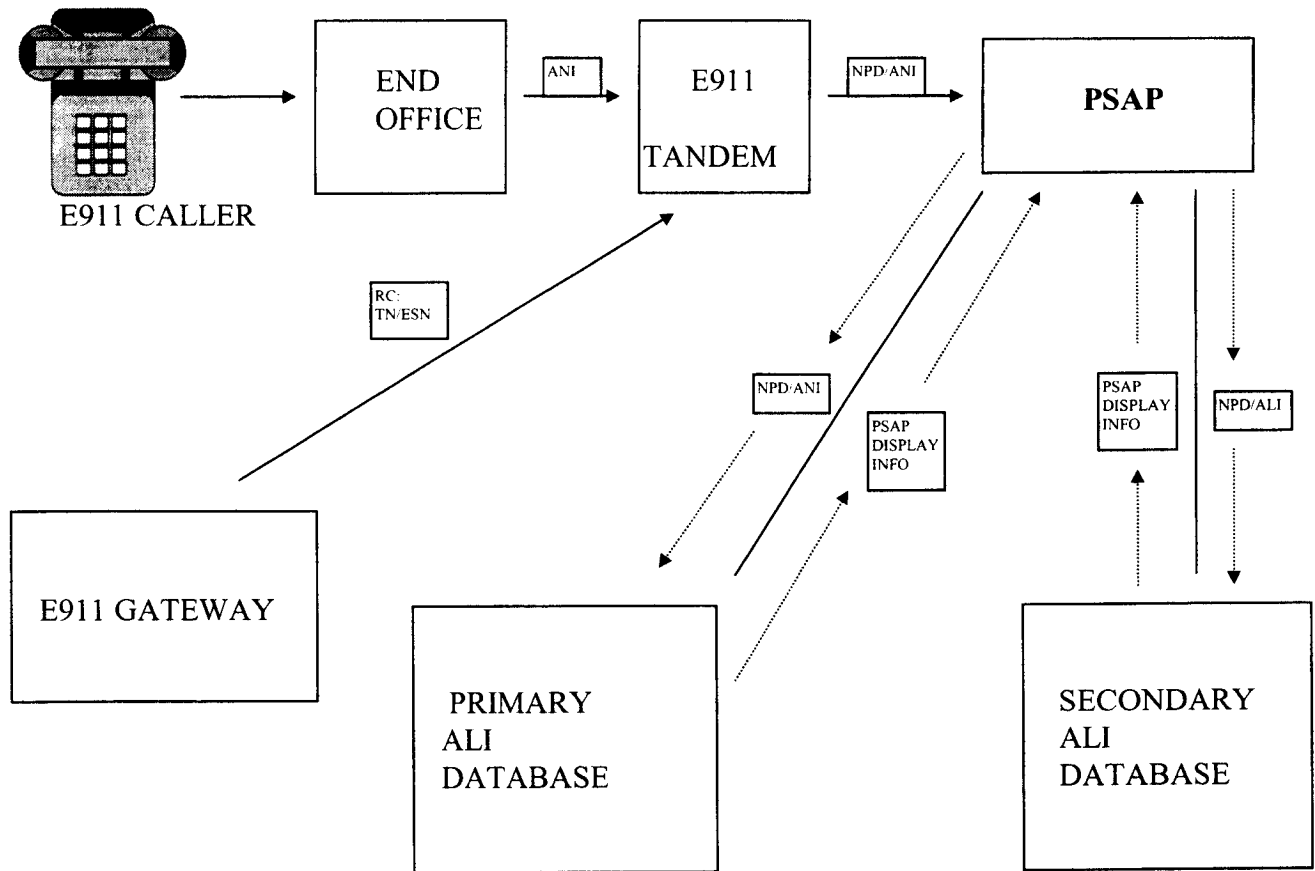
The following steps are involved in the E911 emergency call process:

1. The subscriber requires emergency aid and dials 911.
2. The digits are received in the Telco end office that sends the ANI (Automatic Number Identification) to the E911 BST tandem office.
3. The tandem office finds the associated ESN for the calling telephone number via the TN/ESN translation table.
4. Based on the ESN, the call is switched, via a dedicated trunk, to the appropriate PSAP.
5. The subscribers assigned telephone number (ANI) from the serving Telco is displayed at the PSAP.
6. The ANI information is sent to the primary and secondary ALI processors for retrieval of subscriber information.
7. The ALI processor returns the subscriber information (ALI) to the PSAP for display.
8. The PSAP attendant verifies the telephone number and the street address that has appeared on the screen and obtains information as to which emergency service is needed. The attendant then depresses the button corresponding to the agency request, e.g., fire, police or ambulance and the call is automatically transferred.
9. The details for each call (calling number, answering attendant's number, time of answer, time of transfer and/or disconnect and the trunk number) are printed at the PSAP after the call is disconnected.
10. The agency receives the call and (optional) a display of the caller's telephone number, name and street address. The PSAP attendant remains on the line for as long as needed to relay the call.
11. The agency then dispatches an emergency unit to the caller's address.

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**CALL FLOW DIAGRAM**



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**GLOSSARY OF TERMS**

Address Verification Request (AVR)	A form issued by each Telco to refer and resolve address discrepancies with the E911 customer.
Alternate Routing (AR)	A standard feature provided to allow E911 Calls to be routed to a designated alternate location if (1) all E911 trunks to the primary PSAP are busy, or (2) the primary PSAP closes down for a period. (i.e., night service)
Automatic Location Identification (ALI)	A feature by which the address associated with the calling party's telephone number (ANI) is forwarded to the PSAP for display.
Automatic Number Identification (ANI)	Automatic number identification corresponds to the seven-digit telephone number assigned by the serving Telco.
BST	BellSouth Telecommunications, Inc.
Call Detail Recording	An optional feature of E911 service that provides a teleprinter record of all incoming E911 calls to a PSAP.
Call Through Testing	The process of testing the network, equipment and databases associated with an E911 system prior to the final cutover.
Central Office	A switching unit in a telephone system which provides service that has the necessary equipment and operating arrangements for terminating and interconnecting lines.
Competitive Local Exchange Carrier (CLEC)	A telecommunications company offering local service to subscribers.
Data Integrity Unit (DIU)	The group within SCC Communications (BellSouth's E911 data vendor) that manages the E911 data.
Default Emergency Service Number (ESN)	The ESN assigned to the trunk group from an end office to the E911 tandem. This ESN is used to route calls to a PSAP designated by the county/parish to receive calls when ANI can't be delivered to the PSAP (ANI Failure). CLEC must obtain the Default ESN (or PSAP name) from the county/parish.
Display & Transfer Unit	The PSAP control unit for an E911 system display panel for ANI, which has buttons to transfer calls.
E911 Coordinator	The individual responsible for county/parish management of the E911 system.
E911 Customer	A governmental agency responsible for providing public safety.

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E911 Tandem Central Office Switch	The central office designated for a geographical area to receive end office E911 calls and route to the appropriate PSAP.
Emergency Service Number (ESN)	A three-digit number associated with a geographical location serviced by the same fire, police and ambulance districts.
End Office	The Central Office(s) from each telco in the E911 system receiving E911 calls from end users.
Exchange	A geographical unit established for the administration of telephone service in a specified area. Multiple telephone companies may provide service in the same exchange.
Fixed Transfer	An optional feature of E911 Service which allows a PSAP attendant to transfer incoming E911 calls to a secondary PSAP by the use of a single button on the Display and Transfer unit.
ICO	Independent Telephone Company
Local Service Provider (LSP)	The company providing local service to the end user.
Manual Transfer	A feature of E911 service that enables the PSAP attendant to transfer an incoming call by depressing the switchhook of the telephone or the "add" button on the Display and transfer unit.
Master Street Address Guide (MSAG)	A listing of standard street names, address ranges and routing codes (ESNs) used for validation of subscriber data.
National Emergency Number Association (NENA)	A professional association of emergency number entities responsible for the planning, implementation, management and administration of national emergency number issues.
NPA/NXX	The area code (Number Plan Area) and first three digits of the subscriber's telephone number.
Public Safety Answering Point (PSAP)	The answering location for 911 calls.
Selective Routing (SR)	A standard feature that routes an E911 call from the tandem to the designated PSAP based upon the address of the ANI number of the calling party.
Selective Transfer	An optional feature of E911 service that enables the transfer of a 911 call to the correct agency using the one-button transfer feature.
Service Order Interface Record (SOIR)	A data record sent to the E911 host system, via a mechanized transfer.
Tandem Routing	An arrangement connecting 911 calls to the correct PSAP based on the ESN association to the ANI TN.

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Telephone Company (Telco)

A term used interchangeably to designate a Bell Operating Company, an Independent Company or Alternative Local Exchange Carrier.

Wire Center

The geographical area served by a particular Central Office.

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## TAB 2

ROLES AND RESPONSIBILITIES

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## ROLES AND RESPONSIBILITIES

### CLEC RESPONSIBILITIES

1. The CLEC obtains from the BellSouth CLEC E911 Implementation Manager a non-disclosure agreement in order to receive the 911 Local Exchange Carrier Guide for Facility Based Providers (a.k.a. E911 LEC Guide).
2. Order 911 trunks through BellSouth's LCSC (Local Carrier Service Center) with assistance from the CLEC's Interconnect Account Team and/or their Trunking Project Manager.
3. The CLEC has a responsibility to contact the county/parish to determine the following information:
  - Default ESN (The default ESN is a 3-digit number that translates to a specific PSAP where calls are routed in case the CLEC cannot deliver ANI from their switch to the BellSouth E911 tandem)
  - Surcharge information (Surcharge information refers to the money billed by the CLEC on behalf of the county/parish to their customers for providing E911 service. The CLEC must also obtain information from the county/parish in order to remit these surcharges back to the county/parish.

(NOTE: A list of county/parish coordinators for each state will be provided, upon request, by the BST CLEC E911 Implementation Manager.)

4. Determine the appropriate 911 tandem for routing 911 calls. To determine the appropriate 911 tandem, the CLEC will furnish the BellSouth CLEC Coordinator with a list of comparable NXXs and forward on the E911 Tandem Notification Form shown in Tab 3 of this guide. The Coordinator will tell the CLEC which 911 tandem BST routes them to. This will ensure the CLEC will route their 911 calls to the appropriate tandem.
5. Using the CLEC E911 Notification Form, the CLEC will furnish SCC with a list of their NPA/NXXs and E911 tandems in order for SCC to update the internal E911 tables. This form is found in Tab 3 of this guide.
6. The CLEC E911 Notification Form is also used to order a copy of the MSAG (Master Street Address Guide) for the E911 service area where the CLEC operates. The CLEC needs the MSAG in order to validate their street address data before sending updates to the E911 database.
7. The CLEC will work directly with BellSouth's E911 data vendor, SCC, to establish connectivity in order to send subscriber data to the E911 database.

**NOTE: Contact the BST CLEC Implementation Manager when ready to establish connectivity to SCC.**

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## MSAG MAINTENANCE-ROLES AND RESPONSIBILITIES

### OVERVIEW

The Master Street Address Guide (MSAG) is the portion of the E911 database which contains the address and ESN information. The MSAG associates the appropriate ESN based on the customer's address of the incoming subscriber record.

### ROLES AND RESPONSIBILITIES

It is the responsibility of the E911 Coordinator to assign, maintain and resolve discrepancies in MSAG data for their serving area. The E911 Coordinator is also responsible for providing new address information and changes to address information to SCC for updates to the MSAG.

It is the responsibility of all Telcos participating in a E911 service area to ensure that customer records sent to the E911 database for their respective areas have a MSAG valid address. Each Telco will work directly with the authorized E911 County agent to resolve any address discrepancies for customer records that the Telco serves. It is SCC's responsibility to provide the CLEC with MSAG data for the areas they serve, as requested on the CLEC E911 Notification Form (Tab 3).

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## **TAB 3**

CLEC E911 INTERCONNECTION

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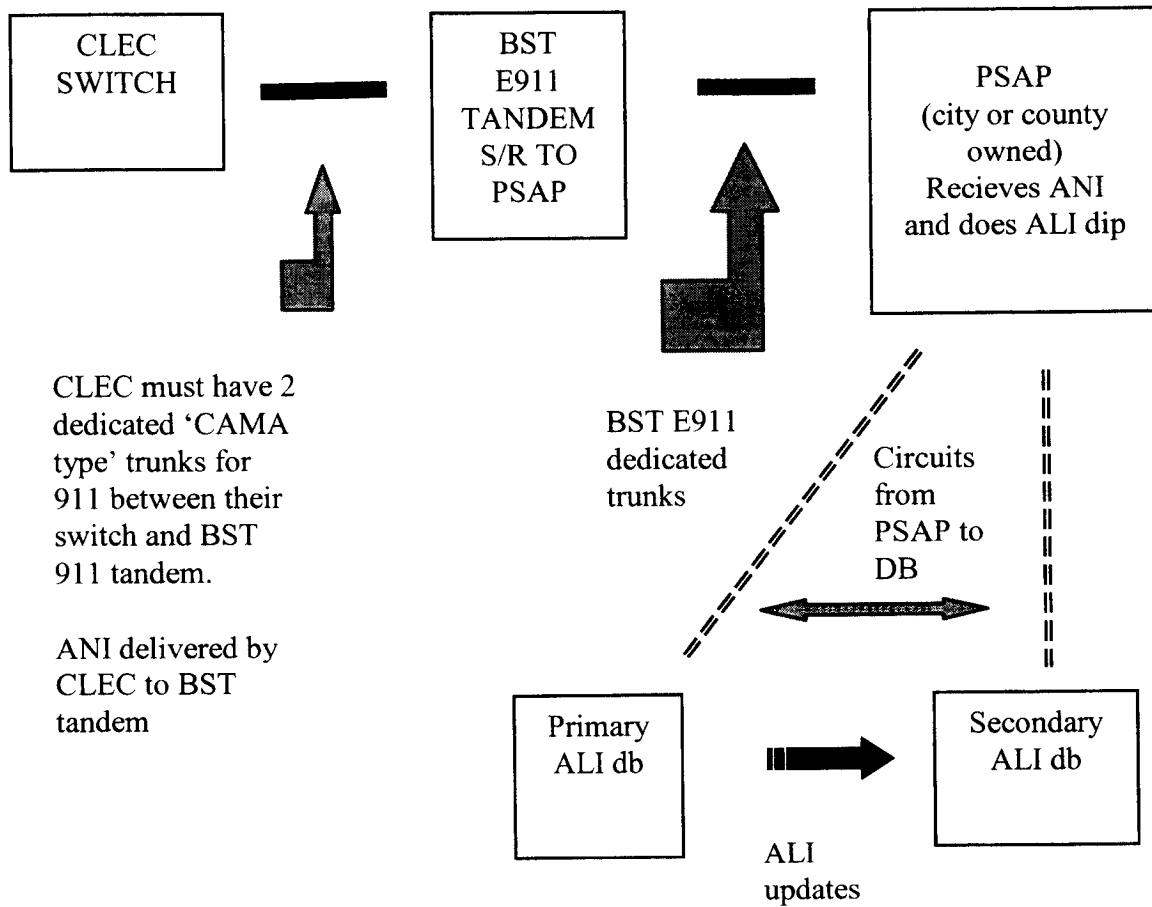
**NETWORK INTERCONNECTION**

**TRUNKING CONFIGURATION**

A typical E911 connection from the CLEC end office to the E911 Tandem is illustrated in TAB 1 of this document. The BellSouth E911 Tandem will route an CLEC end user's call to the appropriate Public Safety Answering Point (PSAP) based on the ANI sent by the CLEC switch.

Private dedicated trunks installed between the CLEC's switch and the E911 tandem(s) provide transport for E911 calls from the CLEC's switch network. The CLEC is required to install a minimum of two dedicated trunks from the CLEC switch to the E911 tandem. BellSouth will, upon request, assist the CLEC in determining if additional E911 trunks should be installed.

A diagram depicting the trunk arrangement is shown:



CLEC must have 2 dedicated 'CAMA type' trunks for 911 between their switch and BST 911 tandem.

ANI delivered by CLEC to BST tandem

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### TRAFFIC ROUTING RESTRICTIONS

The dedicated trunks between the CLEC switch and the E911 tandem are designed to carry only E911 traffic and will route the call to the appropriate PSAP. The CLEC switch must be able to differentiate 911 calls from other traffic. These calls must be routed over the dedicated trunks terminating to the appropriate E911 tandem. Any E911 calls sent with no or incorrect MF (Multifrequency) protocol to other incoming trunk groups in error will be routed to reorder.

### INTERFACE SPECIFICATIONS

The interface between the CLEC switch and the E911 tandem will be a DSO level trunk either as a 2-wire analog interface or part of a digital (1.544 Mb/s) interface. These trunks will use CAMA type signaling with Multifrequency (MF) pulsing and will deliver Automatic Number Identification (ANI) with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention.

### SIGNALING FORMAT

This section presents information on the protocol used by the CLEC switch to furnish Automatic Number Identification (ANI) to the BellSouth network. ANI is required for the provision of E911 features for a PSAP.

Automatic Number Identification (ANI) is the calling party's directory number that is passed on to the receiving switch (the E911 tandem) for identification of the dialing party and is used as input to the database system for retrieval of customer information.

Along with the calling telephone number, the CLEC switch must be capable of passing an ANI information digit. Traditional signaling requires 1 digit, while expanded signaling requires two digits. At this time, BellSouth will require only the traditional signaling, single digit information, be used.

The CLEC switch must be capable of recognizing an ANI request signal from the E911 tandem, directly after a KP (Key Pulse) signal, the called telephone number and a ST (Start Pulse) signal is sent.

KP+11+ST  
KP+I(ANI Information Digit)+ 7 digit ANI+Start

The ANI will be forwarded by the PSAP equipment to the appropriate Automatic Location Information (ALI) database system to obtain the customer information pertaining to the call.

### CALL SEQUENCE

When the CLEC switch seizes an E911 trunk, an "off hook" is detected by the E911 tandem and a wink is sent to the CLEC switch signaling its readiness to accept the called number from the far end switch. After the CLEC switch sends "KP+11+ST", the E911 sends a steady-state "off-hook" signal after receiving the called number. This is the request for the ANI outputting of the calling number. The ANI request signal persists until after the calling party disconnects or until 11 to 13 seconds after the called party disconnect is received at the E911 tandem office. The ANI is used by the E911 tandem to route the voice portion of the call and the ANI to the appropriate PSAP.

When the calling party disconnects first, the CLEC switch sends an "on-hook" signal to the E911 tandem. When the signal is received by the tandem, the connection in the tandem is released and an "on-hook" is sent back to the CLEC switch.

When the PSAP attendant disconnects from the call first, the PSAP equipment sends an "on-hook" to the E911 tandem. The E911 tandem begins a 1.2 second flash timing, which times out in this case, thus signaling a disconnect. The E911 tandem sends an "on-hook" signal to the CLEC switch and begins 4 to 5 second timing for receiving an "on-hook" from the CLEC switch. This 4 to 5 second timing is unique for E911 calls to the PSAP and is the forced disconnect service for the E911 feature.

### REFERENCES

References which support E911 services and standard CAMA/ANI interface for BellSouth network requirements are shown below.

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Notes on the BOC Intra-LATA Network - TR-NPL-000275

E911 Public Safety Answering Point: Interface Between the 1/1A Switch and CPE.

#### ORDERING AND PROVISIONING

For ordering and provisioning of the CLEC E911 trunks please contact your Trunking Project Manager or BellSouth Account Executive.

#### MAINTENANCE AND TESTING

The access trunks will be tested and maintained by BellSouth ACAC.

The following are examples of an ANI failure on an E911 call and some of the possible causes.

1. The CLEC switch failed to pass ANI. The ANI display at the PSAP will be NPA-911-00XX. The XX is the Emergency Serving Central Office (ESCO) and is an indication that the E911 Tandem did not receive the ANI from the end office.
2. The E911 Tandem or the tandem-to-PSAP trunks fail to pass ANI. The display at the PSAP will be NPA-000-0000.
3. The seven (7) digit number assigned to tandem-to-PSAP trunk group is dialed erroneously by a caller. The display at the PSAP will be NPA-911-0000.

#### DATABASE COORDINATION

The Network configuration, database information and terminating PSAP equipment are all unique to each E911 Customer. E911 systems are designed based on different factors such as type of equipment, participating telcos, etc.

For these reasons, CLECs who initiate provisioning of local service in areas converted to E911 or in areas in the process of converting to E911 must be aware that they will have to work closely with the incumbent LEC and the E911 County Coordinator to integrate their E911 service into the existing network and database. This coordination effort is crucial to ensure that no subscriber is compromised in an emergency situation of any kind.

The BST CLEC E911 Implementation Manager and the Interconnect Account Team assigned to the CLEC will work closely with each CLEC to facilitate provisioning of E911 service for the CLEC subscribers. The BST CLEC E911 Implementation Manager's role will be to coordinate with BST personnel the resolution and/or response of any questions related to E911 interconnection covered in this Guide. Questions on ordering an interconnection of trunks should be referred to the appropriate Trunking Project Manager.

It is recommended that upon review of this document, the CLEC contact the BST CLEC E911 Implementation Manager to initiate the E911 process.

It is also recommended that each CLEC provide adequate resources dedicated to the implementation and ongoing maintenance of E911 service for the CLEC subscribers.

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**E911 TANDEM IDENTIFICATION FORM**

The E911 tandem identification form is completed by the CLEC and sent early in the interconnection process in order for the BST CLEC E911 Implementation Manager to determine the appropriate E911 tandem CLLI for CLEC end office routing. The BST CLEC E911 Implementation Manager will identify the correct Tandem CLLI code based on comparable NPANXXs used by BellSouth in the E911 County service area. Upon receipt of the returned form from BST, the CLEC will complete the CLEC E911 Notification Form shown in this tab. A copy of the E911 Tandem Identification form and instructions for completion are shown on the following page.

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**E911 TANDEM IDENTIFICATION FORM**

**REV.: 10-01-00**

TO: VAL SAPP	FROM:
VOICE: 205.321.2109	VOICE:
FAX: 205.321.4002	FAX:
EMAIL: valerie.sapp1@bridge.bellsouth.com	EMAIL:

To assist you in getting your 911 calls routed to the correct BST E911 tandem please fill out this form as shown and BST will supply you with the proper E911 tandem for use on the CLEC E911 NOTIFICATION FORM.

PLEASE LIST ALL YOUR NEW NPANXX(S) BELOW WHICH HAVE BEEN ASSIGNED – USE SEPARATE SHEET IF NECESSARY

1. PUT YOUR NPA
2. PUT YOUR NXX
3. PUT BST COMPARABLE NPA
4. PUT BST COMPARABLE NXX
5. BST WILL SUPPLY YOU THE CORRECT E911 TANDEM AND RETURN TO YOU
6. FILL OUT CLEC E911 NOTIFICATION FORM APPROPRIATLY AND FAX TO:  
 SCC/BST SUPERVISOR / 1-888-778-7876

STATE	CLEC NPA	CLEC NXX	BST NPA	BST NXX	E911 TANDEM CLLI FOR USE ON E911 NOTIFICATION FORM	E911 TANDEM CLLI FOR USE ON ASR WHEN ORDERING TRUNKS

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**CLEC E911 NOTIFICATION FORM**

The CLEC E911 Notification Form is for the CLEC's use in providing the necessary information used by BellSouth's data vendor, SCC, for database maintenance of the CLEC's subscriber data. The form is submitted by the CLEC to SCC prior to initial testing of the CLEC data and, ongoing, to provide CLEC contact information, new NPANXXs, and to request changes in delivery of the MSAG to the CLEC. This form is for data purposes only and is not intended for network interconnection or tandem configuration. The form should be completed and returned to SCC as soon as possible but no later than **three (3) weeks** prior to the implementation of testing.

The form should be sent via fax to:

SCC Communications, Inc.  
BellSouth DIU Supervisor  
FAX Number: 888 778-7876 (Toll free)

The CLEC E911 Notification form is shown on the following page.

**INITIAL MSAG REQUEST**

The processing of the initial MSAG request is shown on the CLEC E911 Notification Form and requires a minimum of 2 weeks (10 business days) notice for distribution and delivery to the CLEC. An ongoing schedule is created to deliver the initial request quarterly. Changes to the initial requirements for MSAG delivery must be submitted on the CLEC E911 Notification form. Additional information regarding MSAG requests is shown in Tab 4 of this document.

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**CLEC E911 NOTIFICATION FORM**

**Revised: 10-01-00**

**FAX TO: 1-888-778-7876**  
**ATTENTION: SCC/BELLSOUTH SUPERVISOR**

ACTION (circle one)      A-ADD      C-CHANGE      M-MSAG ONLY

TODAY'S DATE	
COMPANY NAME	
COMPANY ADDRESS	
CONTACT NAME:	
CONTACT TEL NUMBER	
TELCO ID/OCN	
NENA CO. IDENTIFIER	
EFFECTIVE DATE	
FAX NUMBER**	

\*\*NOTE: THIS NUMBER WILL BE USED FOR MECHANICAL TRANSMISSION OF DAILY REPORTS

SERVICE REQUEST FOR: (check ONE only: One STATE per sheet)

AL	FL	GA	KY	MS	LA	SC	NC	TN
----	----	----	----	----	----	----	----	----

PLEASE LIST YOUR NATIVE NPANXX'S BELOW WHICH NEED TO BE ADDED TO THE E911 DATABASE

NPA	NXX	E911 TANDEM CLLI	NPA	NXX	E911 TANDEM CLLI

**MSAG REQUEST:**

MEDIA DESIRED: (circle ONE only)      CD ROM      MAG TAPE      PAPER      3.5 FLOPPY\*

\*NOTE: FLOPPIES MAY ONLY BE ORDERED BY COUNTY, NOT BY CLLI

COUNTY NAMES OF SERVICE AREA OR E911 TANDEM CLLI (only)

1.	3.	5.
2.	4.	6.

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## TAB 4

MSAG MAINTENANCE AND ESN ASSIGNMENT

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## **OVERVIEW**

This section provides general information on ESN assignments and MSAG maintenance, both of which are managed by the E911 Coordinator directly with SCC.

## **ESN ASSIGNMENTS**

The E911 Coordinator is responsible for providing this ESN information to BST during the conversion to E911 and, ongoing, as emergency districts change.

During implementation, the E911 Coordinator provides BST mapping information depicting boundaries for each fire, police and EMS jurisdiction for the E911 serving area. After all emergency service boundaries have been defined, a different ESN number is assigned to each geographical area with the same set of responding agencies, i.e., fire, police, EMS, etc.

The ESN designates routing to the proper PSAP and provides emergency agency information for each 911 call. The ESN numbers are administered by BST and are assigned to the E911 County's serving area based on the 3 digit ESN numbers available in the serving tandem.

Streets that cross ESN boundaries are segmented by house number range in the MSAG so that the proper ESN may be associated to each segment of the street appropriately. If a street has not been numbered, then all routing for the entire street is assigned to one ESN.

## **DEFAULT ESN ASSIGNMENTS**

The CLEC and the E911 Coordinator should discuss the default ESN that would route the CLEC's subscribers in the event of an ANI failure occurring from the CLEC end office. Once agreement has been reached between the CLEC and the E911 Coordinator regarding the appropriate answering PSAP and the ESN assigned for that PSAP, the CLEC should provide this information on the Access Service Request (ASR) provided to BST.

## **REQUESTING A COPY OF THE MSAG**

Within 10 days upon receipt of the CLEC E911 Notification form, SCC will provide the CLEC an initial copy of the MSAG via CD-ROM. Subsequent copies of the MSAG will be provided by SCC quarterly via CD-ROM unless other media is requested. If requested, the MSAG may be provided on magnetic tape, 3.5 floppy, or paper.

MSAGS are extracted by one of the following criteria:

E911 Tandem CLLI (Not available on paper or floppy)

E911 System (An E911 system MSAG may be designated as a County or City. If both MSAGS are required, they both must be indicated on the CLEC E911 Notification Form.)

Requests for MSAG data should be submitted to SCC via the CLEC E911 Notification Form shown in Tab 2 of this guide.

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## **MSAG LEDGER PROCESS**

### **OVERVIEW**

The E911 Coordinator must notify SCC of all MSAG changes/additions/deletions. This is done via an E911 MSAG Ledger form. SCC documents the receipt of these forms on the E911 MSAG Ledger Log, acknowledges receipt of the form and updates the MSAG.

Since a CLEC could serve multiple addresses that may cover a broad geographical area, it would not be practical for the E911 Coordinator to forward copies of all MSAG Ledgers to each CLEC. For this reason, SCC will provide the CLEC with MSAG information quarterly for the areas that the CLEC serves. The MSAG will be used by the CLEC in validating addresses for subscriber account updates. Should the CLEC receive an error for an address not included in the quarterly MSAG, they may call SCC for validation prior to submitting an AVR to the E911 Coordinator.

If address discrepancies are detected on MSAG ledgers or from daily updates by SCC or any participating Telco, the E911 Coordinator is notified via an Address Verification Request Form (AVR). The AVR process is explained in more detail in Tab 8 of this guide.

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## TAB 5



TN DATABASE UPDATES

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### **OVERVIEW**

In most cases a CLEC will offer local exchange service in areas already converted to Enhanced 911. All subscriber accounts must be initially loaded into the E911 database and subsequently updated daily on an ongoing basis if changes occur.

CLECs will send daily updates to include all changes to the subscribers TN, name, and address information in each E911 serving area. Prior to a new NPANXX being implemented, the CLEC must furnish the CLEC E911 Notification Form BellSouth's data vendor, SCC. The form and instructions for its completion are shown in Tab 3. The CLEC would begin submitting Serving Order Interface Records (SOIRs) immediately as subscribers are connected to the CLEC's switch. At least one week prior to the **initial** CLEC customer activation test records should be electronically sent to SCC for testing purposes.

BellSouth technical specifications for loading and maintaining the CLEC's subscriber data are provided in this document. The CLEC should only use the header, trailer and BellSouth 512 record format provided in this guide. Other record formats should not be used.

Subscriber address data must match the E911 MSAG exactly before the account will be loaded to the E911 database. Any subscriber data that fails in the editing process will be returned as an error to the CLEC. All errors, with the exception of Migrate errors for Local Number Portability, **will go to an error file and will not display if a 911 call is made.** The PSAP attendant will see "NO RECORD FOUND". Further information relating to the MSAG, error conditions, and "NO RECORD FOUND" situations are found in this document.

### **CLEC DATA MANAGEMENT RESPONSIBILITIES**

- Coordinate directly with SCC to transmit test data prior to local service implementation.
- Initially include every working CLEC subscriber line within each E911 service area.
- Update address related data on CLEC subscriber accounts as indicated by MSAG updates submitted on Maintenance Ledgers by the E911 Coordinator
- Any new service and all subsequent activity affecting the telephone number, listed name, or address data must be updated daily into the E911 database for all TNs capable of sending ANI. Each record affected must be sent individually with the appropriate changes.
- Resolve Daily Service Order Interface Record (SOIR) update errors **within 24 hours**.
- Resolve PSAP Inquiries and advise SCC of resolution within 24 hours.
- Update TN records with valid MSAG address to resolve misroute conditions.
- Handle special update requirements including area transfer updates and NPA splits.
- Prior to a new NXX being implemented to an existing CLEC switch, furnish the CLEC E911 Notification Form to SCC according to the guidelines in Tab 3.

### **E911 COORDINATOR RESPONSIBILITIES**

The on-going maintenance responsibilities for the E911 Coordinator are shown below:

- Notify SCC of MSAG changes which affect TN records.
- Resolve Address Verification Requests (AVR) referred by SCC/CLEC.
- Submit PSAP Inquiry Forms to SCC.
- Submit ESN realignments/new ESN requirements to the BST marketing contact.

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**HEADER RECORD LAYOUT - BellSouth 512 FORMAT**

SOIR File Header Record - BellSouth 512 Character Format for Data Exchange

Field Name	Position	Bytes	Type	BellSouth Description
HEADER INDICATOR	1-5	5	A	Always "UHL "
EXTRACT DATE	6-11	6	N	Date formatted as MMDDYY
COMPANY NAME	12-61	50	AN	
CYCLE COUNTER	62-67	6	N	New customers start at 000001; each subsequent file cycle is incremented by 1 until reaching 999999
COUNTY IDENTIFIER	68-71	4	AN	
STATE	72-73	2	A	
GENERAL USE	74-93	20	AN	
RELEASE NUMBER	94-96	3	N	
FORMAT VERSION	97	1	N	
RESERVED	98-511	414	AN	
END OF RECORD	512	1		Always "**"

*Types: A= alphabetic; AN=alphanumeric; N=numeric NOTE: All fields are left-justified with trailing spaces.*

**TN RECORD LAYOUT - BellSouth 512 FORMAT**

**Note: All data will be left justified and space filled EXCEPT for the House Number field which is RIGHT-JUSTIFIED & SPACE filled. In those cases where there is no house number, the field will be space filled.**

SOIR File Data Record - BellSouth 512 Character Format for Data Exchange

Sent to PSAP	Stored in Database	Field Name	Position	Bytes	Type	BellSouth Description
No	No	FUNCTION CODE	1	1	A	Type of activity the record is being submitted for. Valid entries: C - Change, D - Delete, I - Insert, E -Delete Error, U - Unlock (LNP), M - Migrate (LNP).
Yes	Yes	NPA	2-4	3	N	Three digit area code of the Calling Number.

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Sent to PSAP	Stored in Database	Field Name	Position	Bytes	Type	BellSouth Description
Yes	Yes	CALLING NUMBER (TN)	5-11	7	N	Seven digit telephone number of the Calling Number.
Yes *	Yes	HOUSE NUMBER	12-21	10	AN	House number. The field should be space filled if no house number is available. * <u>Only 8 characters sent to PSAP.</u>
Yes	Yes	HOUSE NUMBER SUFFIX	22-25	4	AN	House number extension (e.g., 1/2). The field should be space filled if suffix does not apply. Do not lead with hyphen.
Yes	Yes	PREFIX DIRECTIONAL	26-27	2	A	Leading street direction prefix. The field should be space filled if no prefix applies. Valid entries: N, S, E, W, NE, NW, SE, SW.
Yes *	Yes	STREET NAME STREET SUFFIX POST DIRECTIONAL	28-93	66	AN	MSAG valid service address of the Calling Number. Include street name, street suffix (i.e. thoroughfare designation) and post directional. Street Suffixes must conform MSAG standards; valid Post Directional entries are: N, S, E, W, NE, NW, SE, SW. * <u>Only 48 characters sent to PSAP.</u> EX: Main St NW
Yes *	Yes	COMMUNITY NAME	94-125	32	A	Valid service community of the street name/house number as designated by the MSAG. * <u>Only 18 characters sent to PSAP.</u>

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Sent to PSAP	Stored in Database	Field Name	Position	Bytes	Type	BellSouth Description
Yes	Yes	STATE	126-127	2	A	Alpha postal state abbreviation (e.g., AL, FL, GA, KY, LA, MS, NC, SC, and TN).
Yes *	Yes *	LOCATION	128-187	60	AN	Additional address information describing the exact location of the Calling Number. Although not edited, recommended BST standards should be used. (e.g., Apt 718). * <u>Only 20 characters stored and sent to PSAP.</u>
Yes	Yes	CUSTOMER NAME	188-219	32	AN	Subscriber name associated with the Calling Number.
Yes	Yes	CLASS OF SERVICE	220	1	AN	Valid values for CLEC: C = Business, D = Residence, E = Public Coin, F = Outdial Coin
No	Yes	TYPE OF SERVICE	221	1	N	Value of: 0=Not Non-Pub  3=Non-Pub
No	Yes	EXCHANGE	222-225	4	AN	Phone company exchange identifier for the serving telephone office of the customer; CLEC may be blank.
Yes *	Yes	ESN	226-230	5	AN	Emergency Service Number associated with the House Number and Street Name; this field is blank on input and derived from the MSAG validation process.  * <u>Only 3 characters sent to PSAP.</u>
No	No	MAIN NPA	231-233	3	N	Area code of the Calling Number.

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Sent to PSAP	Stored in Database	Field Name	Position	Bytes	Type	BellSouth Description
Yes	Yes	MAIN NUMBER	234-240	7	N	Main telephone number associated with the Calling Number. (Same as Calling Number.)
No	Yes	ORDER NUMBER	241-250	10	AN	Service order number for the activity establishing this record.
No	Yes	EXTRACT DATE	251-256	6	N	Date on which the record was created in the format MMDDYY.
No	Yes	COUNTY IDENTIFIER	257-260	4	AN	County Identification code. Will be blank on input and derived from MSAG validation process.
Yes	Yes	COMPANY ID	261-265	5	AN	Company Identification code as assigned through NENA registration process.
No	Yes	SOURCE IDENTIFIER	266	1	AN	Code which indicates whether data is part of the initial database creation process or part of the daily update process. Daily=Space, Initial Load=C.
No	Yes	ZIP CODE	267-271	5	AN	Postal Zip Code.
No	Yes	ZIP + 4	272-275	4	AN	Postal Zip Code Extension.
No	No	GENERAL USE	276-286	11	AN	This field is mutually used by data exchange partners to pass information not defined in previous fields.

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Sent to PSAP	Stored in Database	Field Name	Position	Bytes	Type	BellSouth Description
No	Yes	CUSTOMER CODE	287-289	3	AN	Code used to uniquely identify a customer. For CLEC this code can be blank on input or filled with 999. TN processing will convert all blanks to 999.
No	Yes	COMMENTS	290-319	30	AN	Optional notes
No	No	X COORDINATE	320-328	9	AN	Reserved for future use. Longitude/X coordinate.
No	No	Y COORDINATE	329-337	9	AN	Reserved for future use. Latitude/Y coordinate.
No	No	Z COORDINATE	338-342	5	AN	Reserved for future use. Structure elevation.
No	No	CELL IDENTIFIER	343-348	6	AN	Reserved for future use. For Wireless, identification number indicating a geographic region of cellular coverage.
No	No	SECTOR IDENTIFIER	349	1	AN	Reserved for future use. For Wireless, subset/section of a cell.
No	Yes	TAR CODE	350-355	6	AN	Taxing Area Rate Code. CLEC will populate with zeros.
Yes	Yes	REMOTE CALL FORWARDING NUMBER	356-365	10	N	Remote Call Forward Number field; For use with INP. RCF will be sent to PSAP following field identifier of ALT#
No	No	RESERVED	366-511	146	AN	This field is reserved for the processing company's use.
No	No	END OF RECORD	512	1	AN	Always an asterisk (*)

Types: A= alphabetic; AN=alphanumeric; N=numeric NOTE: All fields are left-justified with trailing spaces.

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**TRAILER RECORD LAYOUT - BellSouth 512 FORMAT**

<b>Field Name</b>	<b>Position</b>	<b>Bytes</b>	<b>Type</b>	<b>BellSouth Description</b>
TRAILER INDICATOR	1-5	5	A	Always "UTL "
EXTRACT DATE	6-11	6	N	Date formatted as MMDDYY
COMPANY NAME	12-61	50	AN	
RECORD COUNT	62-70	9	N	Does <u>not</u> include header and trailer record
RESERVED	71-511	441	AN	
END OF RECORD	512	1	AN	Always "*"

*Types: A= alphabetic; AN=alphanumeric; N=numeric*

*NOTE: All fields are left-justified with trailing spaces EXCEPT for Record Count. This field is right justified with trailing spaces*

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**DATA PROCESSING FOR FUNCTION OF CHANGE CODE**

**FUNCTION OF CHANGE  
 DATA VALUE:**

**PROCESSING RULES:**

I	Insert this data record into the database. There must not be another data record with the same TN in the database or the insert will fail.
C	Change the corresponding record in the database. A data record must already exist in the database with the same TN. The entire database record is replaced by the new data record, therefore the incoming record must have all appropriate data fields populated.
D	Delete the corresponding record in the database. A data record must already exist in the database with the same TN.
E	Delete the corresponding record(s) in the <u>Error File</u> . No processing is performed against the E911 database.
M	Migrate the TN record from the donor NENA Company ID to the NSP NENA Company ID. (Used when the TN has been activated as a ported TN in NPAC.) The NSP will send the entire database record and include any changes in customer data.
U	Unlock the TN record from the donor NENA Company ID. (Used after notification of activation from NPAC.)

**ADDRESS FORMATTING FOR 512 RECORD LAYOUT**

There are basic guidelines for the format of the address on the incoming subscribers TN in order for the TN record to find an exact match to the existing record in the MSAG.

TN records that do not match the MSAG exactly will error back to the CLEC for the resolution and re-transmission of the TN data.

An example of an MSAG street in the E911 database is shown below:

**MSAG SAMPLE**

		E911 MASTER STREET ADDRESS GUIDE MUNICIPAL ADDRESSES					07/27/95 PAGE			
0008 911 CUSTOMER: K07 POWELL COUNTY										
DIR	STREET NAME	LOW NUMBER	HIGH NUMBER	O/E	COMMUNITY	ST	ESN	TELCO ID	DATE	EXCH
	POWELL RD	1-100			CLAY CITY	KY	043	5182	030295	SNTN
	POWELL VALLEY RD	1-211			CLAY CITY	KY	043	5182	030295	SNTN
E	RAILROAD ST	1-344			CLAY CITY	KY	043	5182	030295	SNTN
W	RAILROAD AV	1-400			CLAY CITY	KY	043	5182	030295	SNTN
W	RAILROAD ST	345-400			CLAY CITY	KY	043	5182	030295	SNTN
	REDBIRD ST	1-1010			CLAY CITY	KY	043	5182	030295	SNTN
	RIVER ST	1-99			CLAY CITY	KY	043	5182	030295	SNTN

The address for the TN record being submitted would be formatted to match the MSAG format as shown:

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**ADDRESS FORMATTING FOR 512 RECORD LAYOUT (Continued)**

CORRECT FORMAT

125 N MAIN ST SW CHARLOTTE

The SOIR will be formatted as follows:

HOUSE NUMBER = 125

DIRECTIONAL PREFIX = N

STREET NAME = MAIN ST SW (includes street name, thoroughfare, & street suffix)

COMMUNITY = CHARLOTTE

INCORRECT FORMAT

125 NORTH MAIN STREET SW CHARLOTTE

125 N MAIN STREET SW CHARLOTTE

125 NORTH MAIN ST SW CHARLOTTE

All of the above examples shown in the incorrect format would have generated an error back to the CLEC.

Some other basic rules or guidelines for address format are:

- Avoid using punctuation such as periods, commas, and/or ampersands. Punctuation is only allowed as part of the street name (i.e., O'Henry)
- Standard thoroughfare and/or directional abbreviations should always be used. Refer to the list of standard abbreviations shown in this tab.

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**STANDARD THOROUGHFARE DESIGNATIONS/DIRECTIONALS**

The following table outlines the BellSouth thoroughfare abbreviations.

<b>T/F ABBREV</b>	<b>DESCRIPTION</b>	<b>T/F ABBREV</b>	<b>DESCRIPTION</b>
ALY	ALLEY	LN	LANE
ANX	ANNEX	LOOP	LOOP
ARC	ARCADE	MKT	MARKET
AV	AVENUE	MRN	MANOR
BDWK	BOARDWALK	MT	MOUNT
BEND	BEND	MTN	MOUNTAIN
BLK	BLOCK	NK	NECK
BLVD	BOULEVARD	PASS	PASS
BR	BRANCH	PATH	PATH
BTM	BOTTOM	PD	POND
BYP	BYPASS	PK	PARK
CIR	CIRCLE	PKE	PIKE
CRES	CRESCENT	PKWY	PARKWAY
CRK	CREEK	PL	PLACE
CRSG	CROSSING	PLZ	PLAZA
CSWY	CAUSEWAY	PR	PIER
CT	COURT	PROM	PROM
CTR	CENTER	PT	POINT
CV	COVE	PVT DR	PRIVATE DRIVE
DR	DRIVE	RD	ROAD
ESPLND	ESPLANADE	RDG	RIDGE
EST	ESTATE	RDWY	ROADWAY
EXPWY	EXPRESSWAY	ROW	ROADWAY
EXT	EXTENSION	RT	ROUTE
FRK	FORK	RUN	RUN
FRWY	FREEWAY	SQ	SQUARE
GRDN	GARDEN	ST	STREET
HBR	HARBOR	STA	STATION
HL	HILL	TER	TERRACE
HLS	HILLS	THRWY	THRUWAY
HOLW	HOLLOW	TR	TRAIL
HT	HEIGHT	TRC	TRACE
HTS	HEIGHTS	TRNPK	TURNPIKE
HWY	HIGHWAY	VLG	VILLAGE
ISL	ISLAND	WAY	WAY
JCTN	JUNCTION	WHF	WHARF
LDG	LANDING	WK	WALK
LK	LAKE	YD	YARD

When "Avenue" precedes a street name that is a letter or number, it is not considered a thoroughfare designation and is, therefore, spelled in full. Refer to examples shown below.

When the name of a street is an alphabetic character, the word "Street" is spelled in full. Refer to the examples shown below.

Directional words, North (N), South (S), East (E), West (W), North East (NE), North West (NW), South East (SE), South West (SW) are abbreviated except when used as lettered streets. Refer to the examples shown below.

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**STANDARD THOROUGHFARE DESIGNATIONS/DIRECTIONALS (continued)**

Street Examples:

511 1ST  
600 1ST STREET  
411 1ST AV  
512 1ST NE  
622 22ND PL SW  
733 33RD  
733 N 33RD TER  
985 NW 5TH CT  
109 E STREET  
735 AVENUE K  
23 STREET A NE  
25 SOUTH RD  
60 NORTHEAST BLVD

**STANDARD LOCATION DESIGNATIONS**

A portion of the TN data record layout includes a field for additional location information. This field is not edited on incoming SOIRs for content, however, there are certain format standards that the PSAP customer is accustomed to viewing on the incoming call.

There are three (3) levels of identifiers used for different types of information. Those identifiers are shown as follows in the appropriate hierarchical level:

Level 1: BLDG, WNG, PIER  
Level 2: FLR  
Level 3: APT, RM, LOT, SLIP, SUIT, UNIT

These identifiers may be used uniquely or combined. The identifiers and associated data cannot exceed the 20 character size limitation. Some examples are shown below:

EXAMPLE 1: APT 2-B

EXAMPLE 2: BLDG 6 APT 2-B

EXAMPLE 3: FLR 6 SUIT 2-B

If the existing TN record contains location information and the data is not changing, all subsequent SOIRs for that TN must recap the location information. If the location data is not recapped on the incoming SOIR being processed, it is assumed that the existing location data is to be removed and the current SOIR will overwrite the existing record to remove the data.

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**ELECTRONIC TRANSFER OF DATA**

The electronic transfer of subscriber data is managed between the CLEC, SCC and the BST CLEC E911 Implementation Manager.

After reviewing this document, the CLEC should contact the BST CLEC E911 Implementation Manager to discuss electronic connection to SCC. The BST CLEC Implementation Manager will notify SCC of the CLECs' readiness to send data. At that point the CLEC and SCC will discuss various electronic data transfer protocols and minimum system requirements and establish a firm date to begin sending test data. SCC will handle ongoing support for electronic transmission of data.

**MECHANIZED FILE CONFIRMATIONS**

When a file is sent, a check will be made to determine if any errors exist in the header, data, or trailer records. If no errors are detected, a positive response will be sent via fax to the CLEC. The fax number will be obtained from the TN header record. The positive confirmation detail record is shown below:

BELLSOUTH E911 FILE NOTIFICATION	
4046144916	(BELLSOUTH CONTACT NUMBER)
DATE/TIME FILE PROCESSED	(MM/DD/YYYY HH:MM:SS)
CYCLE # RECEIVED	(JULIAN DATE - 3 NUMERICS)
TOTAL # RECORDS RECEIVED	(6 NUMERICS)

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If an error is detected, an error confirmation notice will be sent via fax. The following error conditions will be detected:

- Record Count Mismatch
- Cycle Mismatch
- Header Record Not Found
- Trailer Record Not Found
- Invalid SYSID in Trailer
- RCF # Non-Numeric

The error confirmation notice will be sent via fax if one of the error conditions above are detected. Although a File Error Notification is sent for the error condition "RCF # Non-Numeric", the file will still be processed to the TSS database. The file will not be processed if the other error conditions are detected. The error confirmation record is shown below.

BELLSOUTH E911 FILE NOTIFICATION	
4046144916	(BELLSOUTH CONTACT NUMBER)
DATE/TIME FILE PROCESSED	(MM/DD/YYYY HH:MM:SS)
ERROR TEXT	
CYCLE # RECEIVED	(JULIAN DATE - 3 NUMERICS)
CYCLE # EXPECTED	(JULIAN DATE - 3 NUMERICS)
TOTAL # RECORDS RECEIVED	(6 NUMERICS)

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## TAB 6

ERROR RESOLUTION

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### OVERVIEW

This section provides procedures for correcting errors that are generated when updates to the E911 database do not pass database edits. CLEC records that fail the edits will be sent daily in an error report to the CLEC. Errors are sorted in TN order and an error code is provided on each error to aid the CLEC in identifying the erroneous information.

CLEC error records will not be manually corrected or processed to the E911 database. A corrective SOIR must be issued to update the TN information in the E911 database and/or to delete the error record as appropriate. The records which error must be corrected as quickly as possible for the subscriber's data to be included in the E911 database.

The CLEC carrier is expected to resolve the errors by:

- Issuing Address Verification Request's (AVR) to the E911 Coordinator, when applicable, for MSAG changes.
- Issuing corrective SOIRs **within 24 hours of receipt**.

### DISTRIBUTION OF DAILY ERRORS

TN Errors will be sent to the CLEC each day electronically or via fax. A message will also be sent to reflect that no errors were found. Saturday and Sunday errors will be included in Monday's cycle. Each CLEC is responsible for keeping SCC apprised of any FAX number changes so that errors can be delivered in a timely manner. These changes should be made in writing by either a letter or noting the change in Fax number on the CLEC E911 Notification Form found in Tab 3. The CLEC also has the option of receiving daily reports, including error reports, electronically via SCC Connect. Contact the BST CLEC Implementation Manager for information related to establishing SCC Connect.

### ERROR RECORD LAYOUT

In order to assist the CLEC in error resolution for error codes 702, 710, 711, 713 and 755 an image of the existing E911 database record is provided with the error. All other error codes will contain a copy of the error record only. The image record appears immediately above the SOIR error record and is separated from the error record with dashes (i.e. -----). Each individual error is separated from another error record with a solid line (i.e. \_\_\_\_\_). A page break will occur after the error and not after the image record, so the last record on a page will always be an error.

The error record in this sample is an error with the associated image record as it appears in the E911 database.

```
TN 101-555-3300  CUS CODE 999                CS D  TYPE SVC 0
HOUSE # 111
DIR  STREET MAPLE LN
LOCATION                                MAIN ACCOUNT 101-555-3300
COMMUNITY ANYTOWN                      EXCH ANTN  STATE KY
NAME SMITH, JACK                        COMMENT NRF
TANDEM CLLI ANTNYMACGO ESN 002 TANDEM ESN 002 TELCO  11 TAR 000817
911 CUST ID K04  SO#                      SO REC DATE
LAST MOD TNUSIPUS 07-29-93 11:00:00      CP DATE                USERID MARTIN
-----
ACT CODE I ERR1- 702 INS NOT ALLOWED; RECORD ALREADY EXIS  ERR2- ERR3-
TN 101-555-3300  CUS CODE 999  CS G  TYPE SVC 0  BATCH-SEQ 5710012001-109
HOUSE # 111                                LOCATION
DIR  STREET MAPLE LN
COMMUNITY ANYTOWN                      EXCH ANTN  STATE KY  TAR 000817
NAME SMITH, JACK                        MAIN ACCOUNT 101-555-3300 SO# NP2T55
COMMENT          SO EXT DATE 07-30-93      SO REC DATE 07-30-93
LAST MOD TNUSIPUS 07-30-93 22:58:02      CP DATE 07-30-93      USERID
```

### ERROR RECORD LAYOUT

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The TN Error record fields and allowable values are explained below:

1. ACT CODE            Action code. Valid codes are: I=Insert Line, C=Change, D=deletes a TN, E=deletes an error record, M=migrates an existing TN to a different NENA Company ID, U=unlocks an existing TN from the current NENA Company ID
2. ERR 1/2/3         The first error condition encountered in processing the service order; the error codes are defined in this TAB; additional errors may be detected on the same SOIR and the error codes will be populated in ERR2 and ERR3
3. TN                 The 10 digit telephone number
4. CUS CODE         3 digit customer code; will always be 999
5. CS                 Class of service. Valid codes are:  
  
                         Business Customer = C                     Residence Customer = D  
                         Public Coin Customer = E                 Outdial Coin Customer = F
6. TYPE SVC         Type of service. Valid codes are:  
  
                         0=Published  
                         3=Non-published
7. BATCH-SEQ        A programmatic number assigned by SCC to identify the internal location of the error in the E911 database.
8. HOUSE #           The house number may be 8 alpha/numeric characters, is right justified with leading spaces. If the customer has no house number, this field should be left blank.
9. LOCATION         Additional address information, can be up to 20 characters. (Refer to TAB 4 for a description of the standard location designations.)
10. DIR               Directional prefix, may be 1 or 2 characters. Valid entries are: "E", "N", "S", "W", "NE", "NW", "SE", "SW"
11. STREET           Street name may be up to 66 characters; thoroughfare designation may be up to 6 alpha characters. BellSouth standard thoroughfare abbreviations should be used. (Refer to TAB 4 for BST abbreviations) This field may also contain a directional suffix. Valid entries are "E", "N", "S", "W", "NE", "NW", "SE", "SW". This field may not be blank and must match an entry in the MSAG. (Note: The PSAP is sent only 48 characters for display.)
12. COMMUNITY       A 32 character field containing the fully spelled community name.
13. EXCH             A 3 or 4 character code containing the exchange code of the main account. This will be sent as blank and derived from the MSAG.

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**ERROR RECORD LAYOUT (continued)**

14. STATE                    A two character state code indicating the state where the line resides. Valid entries are: "AL", "KY", "LA", "MS", "TN", "GA", "SC", "NC", "FL".
15. TAR                     Six digit Taxing Area populated with zeros.
16. NAME                   A thirty-two character field containing the listed name of the customer account. This field may not be blank.
17. MAIN  
ACCOUNT                   A 10 digit telephone number which should be the same as the TN in item #3.
18. SO#                    The service order number if present on the SOIR. If not this field will be blank.
19. COMMENT              Comment field used by SCC. May be used to explain why the update was made to the database, i.e., "NRF".
20. SO REC DATE          Date the update is applied to the database.
21. LAST MOD              Last modified. The program ID, date and time of the update to the database.
22. CP DATE               The completion date of the service order.
23. USERID                The user ID of the SCC employee making the update to the database.

**TN ERROR DELETION**

When a CLEC SOIR is processed, a check is made to determine if an error record exists in the error file for the TN on the SOIR. If an error record other than a U (Unlock) or M (Migrate) exists, the error record will be deleted and the TN will be processed to the E911 Database if the subsequent SOIR is successful. If an error other than for a U (Unlock) or M (Migrate) SOIR occurs while processing the subsequent SOIR, a new error record will be written to the error file, thus only one SOIR record should ever be present in the error file for any given TN.

TN error records requiring deletion will be deleted by issuing a subsequent SOIR with an FOC = "E". When the FOC = "E" on the subsequent SOIR, the error file will be searched for a match on TN and, if found, the error will be deleted from the error file. SOIRs that are sent with a FOC of "E" are used ONLY to delete a TN from the error file and are not processed to a matching TN embedded record in the E911 database. An example of a situation where an "E" FOC might be used is to delete a TN error record where the original SOIR had been sent with an invalid TN.

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**ERROR CODES AND ERROR DESCRIPTIONS**

The following error codes may be generated and sent via fax. **NOTE: If an error code is received that is not reflected in this guide, please refer to the BST CLEC E911 Implementation Manager.**

<u>Error</u>	<u>Description</u>
100	Customer Code not numeric
101	NPA/NXX not valid
103	Main TN not numeric
105	Name Missing
106	Address Missing
107	House number contains invalid characters
108	House number is too long
109	Street Direction is too long
110	Street Direction is invalid
111	Street name is too long
112	Street name has invalid characters
113	Community Name is too long
114	Community Name has invalid characters
115	Service class invalid
116	House Number Suffix is too long
120	TN is incorrectly formatted
126	Invalid type of service
701	House number is not in MSAG range
702	Record already exists, insert not allowed
704	Record does not exist for delete
705	Main record not found for delete
709	Street not found in MSAG
710	Customer code doesn't match on change
711	Customer code or street name does not match on delete
712	Record does not exist for change
713	TN and Main Account mismatch
729	Change failed, completion date conflict with disconnect file
730	Insert failed, completion date conflict with disconnect file
731	Change failed, completion date conflict with TN database
732	Record in disconnect with greater completion date
735	Delete failed, record in TN database has same completion date
738	MSAG update caused TN error
739	Invalid house number format
741	Update not allowed; flagged for PS/ALI
751	Invalid Function Code
752	Invalid Company ID
753	No record exists on Unlock
754	No record exists on Lock
755	Unable to migrate a locked record
756	Company Code mismatch on Change
757	Company Code mismatch on Delete
758	Company ID mismatch on Unlock
760	Lock exceeded number of retries
762	U or M Function Required for LNP
781	Error record does not exist for delete
782	Company Code mismatch on error delete
783	Unlock failed; Main account has sublines
792	Record exists with a Company Code mismatch

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**ERROR CODES AND CORRECTIVE ACTION**

<b>Error Code</b>	<b>Error Message</b>	<b>Occurs when...</b>	<b>Corrective Action for CLEC</b>
100	Customer Code not numeric	A character other than 999 is sent in the customer code field of the incoming record	Issue corrective SOIR for errored TN showing 999 in the customer code field
101	NPA/NXX not valid	The incoming record contains a NPA/NXX combination that is not valid E911 database tables	Determine if NPANXX is correct and <ul style="list-style-type: none"> <li>• If correct, submit CLEC E911 Notification Form to SCC (See Tab 3) and resubmit I FOC SOIR for TN</li> <li>• If incorrect, submit E FOC SOIR to delete TN error and submit new SOIR for correct TN</li> </ul>
103	Main TN not numeric	The main telephone number shown on the SOIR is non-numeric	Submit E FOC SOIR to delete invalid TN error and resubmit new SOIR for correct TN
105	Name missing	The customer name field on the incoming SOIR is blank	Issue corrective SOIR for errored TN with correct customer name
106	Address missing	The address field on the incoming SOIR is blank	Issue corrective SOIR for errored TN with correct MSAG valid street address.
107	House number contains invalid characters	The house number on the incoming SOIR contains characters other than alpha or numeric.	Determine the correct MSAG valid house number and submit corrective SOIR for errored TN
108	House number is too long	The house number on the incoming SOIR contains too many characters	Determine the correct MSAG valid house number and submit corrective SOIR for errored TN
109	Street direction is too long	The directional prefix for the street on the incoming SOIR contains too many characters	Determine the correct MSAG valid street name and submit corrective SOIR for errored TN
110	Street direction is invalid	The directional prefix for the street on the incoming SOIR contains invalid characters	Determine the correct MSAG valid street name and submit corrective SOIR for errored TN
111	Street name is too long	The street name with thoroughfare and suffix on the incoming SOIR contains too many characters	Determine the correct MSAG valid street name and submit corrective SOIR for errored TN
112	Street name has invalid characters	The street name for the street on the incoming SOIR contains invalid characters	Determine the correct MSAG valid street name and submit corrective SOIR for errored TN
113	Community name is too long	The community name on the incoming SOIR contains too many characters	Determine the correct MSAG valid community name for the street address and submit corrective SOIR for errored TN

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Error Code	Error Message	Occurs when...	Corrective Action for CLEC
114	Community name has invalid characters	The community name for the street on the incoming SOIR contains invalid characters	Determine the correct MSAG valid street name and community and submit corrective SOIR for errored TN
115	Service Class Invalid	The incoming record contains a class of service other than C, D,E,F and the NPA/NXX is identified as a CLEC.	Submit corrective SOIR with valid class of service C, D, E or F
116	House number suffix is too long	The house number suffix on the incoming SOIR contains too many characters	Determine the correct house number suffix and submit corrective SOIR for errored TN
120	TN is incorrectly formatted	The TN on an incoming SOIR is not made up of ten numeric characters.	Check the NPANXX in the record for all numeric and no blanks. Submit E FOC with NPANXX of errored TN to delete error record then re-submit SOIR with correct TN
126	Invalid type of service	The type of service on an incoming SOIR contains a type of service value other than 0 or 3	Submit SOIR with valid type of service, 0 or 3
701	House number is not in MSAG range	The house number on the incoming SOIR is not found in the house number range for the street and community on the MSAG	Determine if the street range exists in the MSAG. <ul style="list-style-type: none"> <li>• If the house number on the SOIR is correct but is not in the MSAG, issue an AVR to the E911 coordinator to update the MSAG house number range</li> <li>• If the house number on the SOIR is incorrect issue a SOIR with the correct house number that matches the MSAG house number range</li> </ul>
702	Record already exists, insert not allowed	The SOIR has a FOC of I and attempts to insert a TN into the database that already exists	Using the image of the existing record that is sent with the error, determine if the existing database TN is incorrect or if the SOIR error is incorrect. <ul style="list-style-type: none"> <li>• If the existing database TN is incorrect, resubmit the SOIR with a FOC of C to overlay the existing data with the SOIR data</li> <li>• If the error record TN is incorrect, resubmit a SOIR with FOC of E to delete the errored record and then resubmit another SOIR for the correct TN</li> </ul>

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Error Code	Error Message	Occurs when...	Corrective Action for CLEC
704	Record does not exist for delete	The TN for the incoming SOIR does not exist in the database	Determine if the account has been disconnected: <ul style="list-style-type: none"> <li>• If disconnected, submit E FOC SOIR to delete error record</li> <li>• If error record was issued for invalid TN, submit E FOC SOIR to delete error record and resubmit new D FOC SOIR for correct TN</li> </ul>
705	Main account record not found for delete	The main account TN on the incoming SOIR does not exist in the database	Determine if the account has been disconnected: <ul style="list-style-type: none"> <li>• If disconnected, submit E FOC SOIR to delete error record</li> <li>• If error record was issued for invalid TN, submit E FOC SOIR to delete error record and resubmit new D FOC SOIR for correct TN</li> </ul>
709	Street not found in MSAG	The directional prefix, street name, community or state on the incoming SOIR cannot be found in the MSAG	Determine if the street exists in the MSAG: <ul style="list-style-type: none"> <li>• If the prefix, street, community and state shown on the error record is not found in the MSAG issue an AVR to the E911 Coordinator to have the MSAG updated (Note: Once the MSAG is updated the error record will process and load.)</li> <li>• If the prefix, street, community or state on the error record is incorrect and a valid MSAG entry exists, resubmit a corrective SOIR</li> </ul>
710	Customer code doesn't match on change	The customer code shown for the incoming SOIR doesn't match the customer shown on the existing database record	Determine the correct customer code and resubmit corrective SOIR with customer code of 999 or blanks
711	Customer code or street name does not match on delete	The customer code, directional prefix, street name and suffix on the incoming SOIR does not match the TN in the database	Using the image of the existing record that is sent with the error, determine if the TN in the database should be deleted <ul style="list-style-type: none"> <li>• If the existing database TN is should be deleted, resubmit a correct D FOC SOIR</li> <li>• If the existing database TN should not be deleted and the error record TN is incorrect, resubmit a SOIR with FOC of E to delete the errored record and then resubmit another SOIR for the correct TN</li> </ul>

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Error Code	Error Message	Occurs when...	Corrective Action for CLEC
712	Record does not exist for change	The incoming C FOC SOIR TN is not found in the TN database	Determine if the error record TN is valid: <ul style="list-style-type: none"> <li>If error record TN is valid, no action is necessary. Processing in the TN database will change the C FOC to an I FOC and insert the record.</li> <li>If the error record TN is invalid, resubmit a D FOC SOIR to delete the TN from the TN database and then resubmit the C FOC SOIR for the correct TN</li> </ul>
713	TN and main account mismatch	The main account shown on the incoming SOIR doesn't match the main account shown on the database record. (NOTE: This error will occur frequently if the CLEC attempts to use main account/sub account processing.)	Submit D FOC on existing database record to delete TN with different main account and IFOC with appropriate changes on corrective SOIR showing the TN and the main account as the same number.
729	Change failed, completion date conflict with disconnect file	An incoming SOIR contains a completion date that is equal to or earlier than the completion date of the record that has been deleted	Determine if TN is valid and should be changed <ul style="list-style-type: none"> <li>If TN is valid submit corrective SOIR with changes showing a completion date that is later than the disconnect date</li> <li>If the TN is invalid, submit E FOC to delete error record</li> </ul>
730	Insert failed, completion date conflict with disconnect file	The incoming insert SOIR is for a TN that has been disconnected and the date on the insert SOIR is the same or prior to the date of the disconnected TN.	Determine if the insert record should have posted prior to the disconnect: <ul style="list-style-type: none"> <li>If yes, issue E FOC SOIR to delete the error record</li> <li>If no, issue resubmit I FOC SOIR with completion date later than disconnect date</li> </ul>
731	Change failed, completion date conflict with TN database	The incoming change SOIR has a completion date that is the same or prior to the date of the TN shown in the database	Determine the correct sequence of order activity for the TN: <ul style="list-style-type: none"> <li>If the error record change is correct, resubmit C FOC SOIR with later completion date</li> <li>If error record is incorrect, submit E FOC SOIR to delete error record</li> </ul>
732	Record in disconnect with greater completion date	The incoming change SOIR has a completion date that is the same or prior to the date of the TN in the disconnect file	Determine the correct sequence of order activity for the TN: <ul style="list-style-type: none"> <li>If the error record change is correct, resubmit C FOC SOIR with later completion date</li> <li>If error record is incorrect, submit E FOC SOIR to delete error record</li> </ul>
735	Delete failed, record in TN database has same completion	The incoming delete SOIR has a completion date that is the same completion date	Determine the correct sequence of order activity for the TN: <ul style="list-style-type: none"> <li>If the error record delete is correct,</li> </ul>

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Error Code	Error Message	Occurs when...	Corrective Action for CLEC
		of the TN in the database	resubmit D FOC SOIR with later completion date <ul style="list-style-type: none"> <li>If error record is incorrect, submit E FOC SOIR to delete error record</li> </ul>
738	MSAG update caused a TN error	This error is not generated as a result of incoming SOIR but is generated when SCC performs a MSAG update that deletes the address shown on the TN record	Contact SCC Data Analyst for resolution.
739	Invalid house number format	The incoming SOIR contain special or invalid characters for an alpha or alphanumeric house number	Determine correct house number for TN and resubmit correct SOIR
741	Update not allowed, flagged for PS-ALI/PinPoint	The TN on the incoming SOIR belongs to a TN that is shown for a PS/ALI or PinPoint PBX customer	Submit E FOC SOIR to delete error record
751	Invalid function code	The incoming SOIR contains an invalid function code. Valid function codes are: C=CHANGE D=DELETE I=INSERT E=DELETE ERROR U=UNLOCK M=MIGRATE	Resubmit the SOIR with valid function code
752	Invalid company ID	The incoming SOIR contains an invalid NENA ID	Resubmit the SOIR with a valid NENA ID
753	No record exists on unlock	The TN on the incoming unlock SOIR does not exist in the TN database	Determine if the correct TN was sent on the error record: <ul style="list-style-type: none"> <li>If correct, submit IFOC SOIR for TN and then resubmit U FOC SOIR</li> <li>If incorrect, submit E FOC SOIR to delete error record</li> </ul>
754	No record exists on lock	The TN on the incoming Migrate SOIR does not exist in the database.	Determine if the error record TN is valid: <ul style="list-style-type: none"> <li>If error record TN is valid, no action is necessary. Processing in the TN database will change the M FOC to an I FOC and insert the record.</li> <li>If the error record TN is invalid, resubmit a E FOC SOIR to delete the error record</li> </ul>
755	Unable to migrate locked record	The TN in the database for the incoming Migrate SOIR shows a locked status	Determine if the error record TN is valid: <ul style="list-style-type: none"> <li>If valid, contact the donor company to issue an unlock SOIR. The error record will process once the unlock SOIR is received.</li> </ul>

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Error Code	Error Message	Occurs when...	Corrective Action for CLEC
			<ul style="list-style-type: none"> <li>If the error record TN is invalid, resubmit a E FOC SOIR to delete the error record</li> </ul>
756	Company code mismatch on change	The NENA ID on the incoming C FOC SOIR does not match the NENA ID of the TN record in the database	Determine if the error record NENA ID is valid: <ul style="list-style-type: none"> <li>If valid, contact the donor company to issue an unlock SOIR and resubmit the SOIR as a M FOC with the appropriate changed data</li> <li>If the error record NENA ID is invalid, resubmit a E FOC SOIR to delete the error record</li> </ul>
757	Company code mismatch on delete	The NENA ID on the incoming D FOC SOIR does not match the NENA ID of the TN record in the database	Determine if the error record NENA ID is valid: <ul style="list-style-type: none"> <li>If valid, contact the donor company to issue an unlock SOIR and resubmit the SOIR as a M FOC to migrate the record and the a subsequent D FOC to delete the TN record</li> <li>If the error record NENA ID is invalid, resubmit a E FOC SOIR to delete the error record</li> </ul>
758	Company code mismatch on unlock	The NENA ID on the incoming U FOC SOIR does not match the NENA ID of the TN record in the database	Determine if the error record NENA ID is valid: <ul style="list-style-type: none"> <li>If valid                             <ul style="list-style-type: none"> <li>contact the donor company to issue an unlock SOIR</li> <li>resubmit the SOIR as a M FOC to migrate the record</li> <li>resubmit a subsequent U FOC to unlock</li> </ul> </li> <li>If the error record NENA ID is invalid, resubmit a E FOC SOIR to delete the error record</li> </ul>
760	Lock exceeds number of retries	The 755 error for a Migrate order is unsuccessful for 30 days	No action required. SCC will take appropriate action based on dial tone ownership as shown in NPAC. CLEC will receive notification of action taken for the TN on the weekly NPAC Validation report.
762	NENA ID required for U or M FOC SOIR	The incoming U or M SOIR does not have a valid 3 to 5 digit NENA ID	Submit E FOC to delete SOIR record from error Resubmit correct U or M SOIR with valid NENA ID
781	Error record does not exist for delete	The incoming E FOC TN cannot be found in the error database	Verify the TN on the E FOC SOIR record matches the TN in the error database: <ul style="list-style-type: none"> <li>If TN matches, no action required. The errored record has been previously deleted or resolved.</li> <li>If TN doesn't match re-submit E FOC SOIR for correct TN</li> </ul>

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Error Code	Error Message	Occurs when...	Corrective Action for CLEC
782	Company code mismatch on error delete	The incoming E FOC TN contains a NENA company ID that does not match the NENA ID shown on the TN in the error database	Verify the NENA ID on the E FOC SOIR record matches the TN in the error database: <ul style="list-style-type: none"> <li>▪ If NENA ID matches, no action required. The errored record has been deleted or resolved.</li> <li>▪ If NENA ID doesn't match re-submit E FOC SOIR for correct NENA ID</li> </ul>
783	Unlock failed; main account has sublines	The incoming U FOC TN is in the database as a main account with other TNs shown as sublines but no U FOC was received on the sublines (Note: Since the CLEC main account and Calling number TN are to be the same TN, this error would be received only if the TN in the database had been submitted with a different main account on a previous SOIR.)	There are two possible corrective actions: <ol style="list-style-type: none"> <li>(1) If all accounts shown with the main account are to be unlocked submit a U FOC for each TN associated with the original main account.</li> <li>(2) If all accounts are not to be unlocked submit a D FOC for the existing subline showing the erroneous main account and then resubmit an I FOC for the TN shown with the Calling number TN as the main account.</li> </ol>
792	I FOC record exists with a different Company ID	The TN shown on the I FOC SOIR has a different NENA Company ID than the existing TN in the database	Verify the TN on the errored record: <ul style="list-style-type: none"> <li>▪ If the TN is correct and is to be migrated, submit an E FOC on the error record SOIR and then resubmit a corrective SOIR with appropriate record changes as a M FOC</li> <li>▪ If the TN on the error record is incorrect, submit an E FOC to delete the error record.</li> </ul>

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### **TN ERROR CORRECTION ESCALATION PROCEDURES**

As stated earlier in this tab, it is imperative that all errors must be corrected as soon as possible. Until an error is corrected, the information for that subscriber will either be in the database incorrectly or not in the database at all. This could result in E911 calls being directed to the wrong PSAP and having to be transferred to the appropriate PSAP.

The following procedures have been established in an effort to ensure errors are resolved in an expeditious manner:

1. An error occurs when updates to the E911 database do not pass database edits. Errors are sent to the CLEC on a daily basis. Errors are sorted in TN order and an error code is provided on each error to aid the user in identifying the erroneous information.
2. When an error remains uncorrected in the database for 16 days, a letter will be sent to the CLEC with a list of their errors that are over 15 days old for correction. The SCC Data Analyst will send this letter to their CLEC counterpart. (TN error correction letter # 1)
3. When an error remains uncorrected in the database for 31 days, a letter will be sent to the CLEC with a list of their errors that are over 30 days old, for correction. The SCC Database Supervisor will send this letter to their CLEC counterpart. (TN error correction letter # 2)
4. When an error remains uncorrected in the database for 46 days, a letter will be sent to the CLEC with a list of their errors that are over 45 days old for correction. The SCC Database Manager will send this letter to the BellSouth CLEC E911 Implementation Manager for escalation. (TN error correction letter # 3)

The BellSouth CLEC E911 Implementation Manager will obtain the contacts for step 3 from the CLEC.

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**TN ERROR CORRECTION LETTER #1**

DATE:

TO: CLEC

FROM: (ANALYST'S NAME & PHONE NUMBER)  
SCC Communications, Inc.

SUBJECT: PENDING E911 ERRORS

Attached is a list of account errors for your company which are currently in error status in the E911 database which are over 15 days old.

As a reminder, accounts that are in error are not available for retrieval in the event of an emergency call. We need your assistance in ensuring that corrections are made in a timely manner by reviewing the attached list and make corrections as appropriate. If MSAG changes are required, please contact the appropriate County coordinator or I may be contacted for assistance in notifying the County.

Your help with this matter is appreciated.

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**TN ERROR CORRECTION LETTER #2**

DATE:

TO: CLEC

FROM: (DIU SUPERVISOR & PHONE NUMBER)  
SCC Communications, Inc.

SUBJECT: PENDING E911 ERRORS

On (ENTER DATE) a list of outstanding E911 errors over 15 days old was sent to your company for correction. Included in the attached list are errors that are now over 30 days old. Your immediate attention to these errors is required. Someone's life could depend on it. Each subscriber listed will not be included in the E911 database until such time as the error is resolved. If an emergency call is made from that account, the attendant would have voice contact only but no ALI information.

If MSAG changes are required, please contact the appropriate County coordinator or I may be contacted for assistance in notifying the County.

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**TN ERROR CORRECTION LETTER #3**

DATE:

TO: BST INTERCONNECTION SERVICES CLEC IMPLEMENTATION MANAGER

FROM: (Director of Data Operations & Phone Number)  
SCC Communications, Inc.

SUBJECT: PENDING E911 ERRORS

The attached list of errors for (ENTER CO NAME) were escalated on \_\_\_\_\_ and on \_\_\_\_\_ for resolution. As of today's date, the attached errors are now over 45 days old.

I would appreciate your help by providing escalation of this matter to the Carrier company within 10 days. Please contact me if assistance is needed.

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**TAB 7**

**LNP PROCESSES**

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**OVERVIEW**

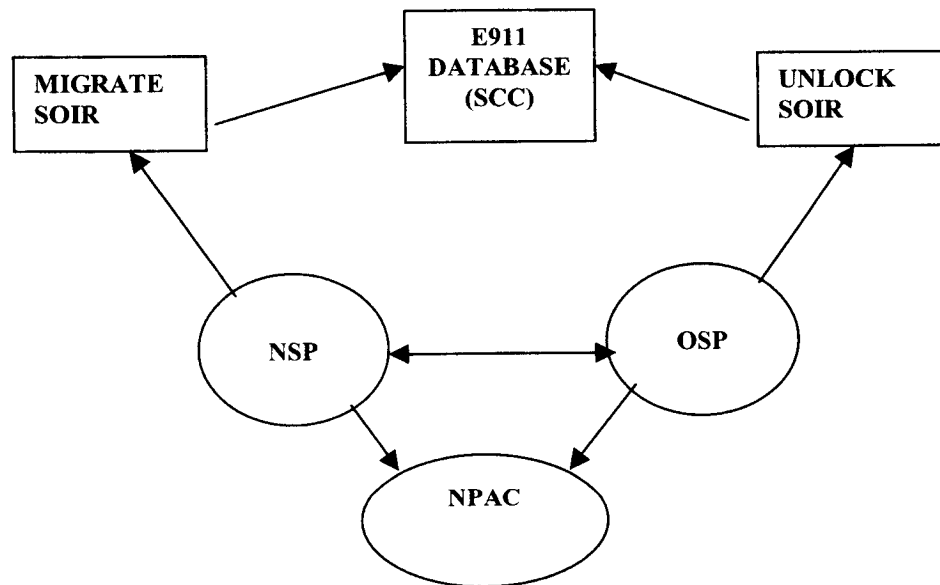
As mandated by the Telecommunications Act of 1996, subscribers, regardless of their current local service provider, will be able to choose the local service provider of their choice and retain their current telephone number.

The E911 database has been modified to accommodate this change so that the PSAP display reflects the current local service provider company. There are two new FOC (function of change) codes, U and M that accomplish this.

The current local service provider will issue a service order which will allow the TN record to be “unlocked” (U) or available. The new local service provider will issue an update on the TN to “lock” (M) the record with the information for the new company. Reports, shown in this tab are available to the CLEC for review and handling as appropriate.

The CLEC is **fully responsible** for submitting the needed U or M as appropriate to update the E911 database. In order to protect the integrity of the E911 data, SCC and BST has also implemented a validation process using the NPAC (Number Portability Administration Center) database to identify the correct dial tone owner. The U and M process, the error processes and the NPAC validation processes are discussed in detail in this tab.

The high level chart shown below depicts the LNP/E911 service order process:



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**DAILY ERROR REPORT FORMAT**

The error report is faxed daily to the CLEC for investigation and resolution. CLEC LNP E911 errors are resolved using the SOIR processes as outlined in the section for LNP error resolution.

```
ACT CODE M ERR1-755 UNABLE TO MIGRATE LOCKED REC  ERR2-  ERR3-
OSP BELSO
TN 101-555-3300  CUS CODE 999  CS C  TYPE SVC 0  BATCH #
57100120001-109
HOUSE # 111                LOCATION
DIR  STREET MAPLE LN
COMMUNITY ANYTOWN                EXCH ANTN
STATE KY  TAR 00817
NAME SMITH, JACK                MAIN ACCOUNT
101-555-3300 SO# NP2T55
COMMENT
SO REC DATE 07-30-93
LAST MOD TNUSIPUS 07-30-93 22:58:02  CP DATE 07-30-93  USERID
```

The example shown depicts the 755 error that includes the OSP ID in the upper left corner. This information is provided for the CLEC as the NSP to determine why the record is not unlocked from the donor company. Other error codes do not contain this information and will be formatted as shown in Tab 6.

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**LNP ERROR CODES AND CORRECTIVE ACTION**

<b>Error Code</b>	<b>Error Message</b>	<b>Occurs when...</b>	<b>Corrective Action for CLEC</b>
751	Invalid function code	The incoming SOIR contains an invalid function code. Valid function codes are: C=CHANGE D=DELETE I=INSERT U=UNLOCK M=MIGRATE	If TN is in locked status <ul style="list-style-type: none"> <li>Resubmit the SOIR with valid function code</li> </ul> If TN is in unlocked status <ul style="list-style-type: none"> <li>Resubmit SOIR with M FOC and any appropriate changed data</li> </ul>
752	Invalid company ID	The incoming SOIR contains an invalid NENA ID	Resubmit the SOIR with a valid NENA ID
753	No record exists on unlock	The TN on the incoming unlock SOIR does not exist in the TN database	Determine if the correct TN was sent on the error record: <ul style="list-style-type: none"> <li>If correct, submit IFOC SOIR for TN and then resubmit unlock SOIR</li> <li>If incorrect, submit E FOC SOIR to delete error record</li> </ul>
754	No record exists on lock	The TN on the incoming Migrate SOIR does not exist in the database.	Determine if the error record TN is valid: <ul style="list-style-type: none"> <li>If valid, no action is necessary. Processing in the TN database will change the M FOC to an I FOC and insert the record.</li> <li>If invalid, resubmit a E FOC SOIR to delete the error record</li> </ul>
755	Unable to migrate locked record	The TN in the database for the incoming Migrate SOIR shows a locked status	Determine if the error record TN is valid: <ul style="list-style-type: none"> <li>If valid, contact the donor company to issue an unlock SOIR. The error record will process once the unlock SOIR is received.</li> <li>If invalid, resubmit a E FOC SOIR to delete the error record</li> </ul>
756	Company code mismatch on change	The NENA ID on the incoming C FOC SOIR does not match the NENA ID of the TN record in the database	Determine if the error record NENA ID is valid: <ul style="list-style-type: none"> <li>If valid, contact the donor company to issue an unlock SOIR and resubmit the SOIR as a M FOC with the appropriate changed data</li> <li>If invalid, resubmit a E FOC SOIR to delete the error record</li> </ul>
757	Company code mismatch on delete	The NENA ID on the incoming D FOC SOIR does not match the NENA ID of the TN record in the database	Determine if the error record NENA ID is valid: <ul style="list-style-type: none"> <li>If valid, contact the donor company to issue an unlock SOIR and resubmit the SOIR as a M FOC to migrate the record and the a subsequent D FOC to delete the TN record</li> <li>If invalid, resubmit a E FOC SOIR to delete the error record</li> </ul>

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Error Code	Error Message	Occurs when...	Corrective Action for CLEC
758	Company code mismatch on unlock	The NENA ID on the incoming U FOC SOIR does not match the NENA ID of the TN record in the database	Determine if the error record NENA ID is valid. If valid: <ul style="list-style-type: none"> <li>• Contact the donor company to issue an unlock SOIR</li> <li>• Resubmit the SOIR as a M FOC to migrate the record</li> <li>• Resubmit a subsequent U FOC to unlock</li> </ul> If invalid: <ul style="list-style-type: none"> <li>• Resubmit a E FOC SOIR to delete the error record</li> </ul>
760	Lock exceeds number of retries	The 755 error for a Migrate order is unsuccessful for 30 days	No action required. SCC will take appropriate action based on dial tone ownership as shown in NPAC. CLEC will receive notification of action taken for the TN on the weekly NPAC Validation report.
761	Pilot company code mismatch	The incoming SOIR for a subline TN has a different NENA ID than the main account NENA ID	Determine if the error record NENA ID for the TN is valid. If valid: <ul style="list-style-type: none"> <li>• contact the donor company to issue an unlock SOIR on the main account TN</li> <li>• submit a M FOC SOIR for the main account</li> </ul> If invalid: <ul style="list-style-type: none"> <li>• resubmit a E FOC SOIR to delete the error record</li> </ul>
762	NENA ID required for U or M FOC SOIR	The incoming U or M SOIR does not have a valid 3 to 5 digit NENA ID	Resubmit U or M SOIR with valid NENA ID
792	I FOC record exists with a different Company ID	The TN shown on the I FOC SOIR has a different NENA Company ID than the existing TN in the database	Verify the TN on the errored record: <ul style="list-style-type: none"> <li>• If the TN is correct and is to be migrated, submit an E FOC on the error record SOIR and then resubmit a corrective SOIR with appropriate record changes as a M FOC</li> <li>• If the TN on the error record is incorrect, submit an E FOC to delete the error record.</li> </ul>

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**NPAC VALIDATION PROCESS**

The business goal of E911/LNP is to accurately display to the PSAP the correct dial tone owner company information in case of an emergency call. In support of that business goal, SCC and BST implemented a LNP E911 process with reports to ensure that the dial tone ownership of the E911 database record is accurate in the event that the normal SOIR process is delayed. *The new processes do not circumvent the CLEC's or BellSouth's responsibility to issue all appropriate Migrate and/or Unlock orders to SCC and to handle errors as they are received.*

A 755 Migrate error will now remain in an error status for a period of 30 days awaiting the corresponding unlock SOIR. This allows the donor and /or the recipient company additional time to receive and process the NPAC activate message and issue the corresponding record to SCC.

Once a 755 error has transitioned to a 760 error at the expiration of a 30-day interval, SCC will do an NPAC validation on the migrating TN. Based on the dial tone ownership as shown in NPAC, SCC will either (1) unlock the donor record so that the migrating record will be processed or (2) delete the 760 error caused by a migrating order that has not been activated in NPAC or (3) relock a record to the donor company or (4) change the company ID to the correct dial tone owner.

SCC will review all migrate and/or unlock service orders received after validation and processing for applicability.

**NPAC VALIDATION REPORT**

A report of NPAC validation activity has been developed for the CLECs' use in investigation and correction of their end user records to match the information as shown in NPAC. The report format, description of columns and suggested action for investigation is shown.

**NPAC VALIDATION REPORT FORMAT**

Delivered: xx/xx/xx

LNP/E911 NPAC VALIDATION REPORT  
 COMPANY ID: CLECX

Week of: xx/xx

Migrates Deleted	Delete Date	Migrates Completed	Migrate Date	Unlocked TNs	Unlock Date	Relocked TNs	Relock Date	NENA ID Changed	Date
206-555-0911	2/27/00	206-555-0911	2/27/00	206-555-0911	2/27/00	206-555-0911	2/27/00	206-555-0911	2/27/00
206-555-0911	2/27/00	206-555-0911	2/27/00	206-555-0911	2/27/00	206-555-0911	2/27/00	206-555-0911	2/27/00
206-555-0911	2/28/00	206-555-0911	2/28/00	206-555-0911	2/28/00	206-555-0911	2/28/00	206-555-0911	2/27/00
206-555-0911	2/28/00	206-555-0911	2/28/00			206-555-0911	2/28/00	206-555-0911	2/27/00
206-555-0911	2/29/00	206-555-0911	2/29/00			206-555-0911	2/29/00	206-555-0911	2/27/00
206-555-0911	2/29/00	206-555-0911	2/29/00			206-555-0911	2/29/00	206-555-0911	2/27/00
206-555-0911	3/1/00	206-555-0911	3/1/00			206-555-0911	3/1/00	206-555-0911	2/27/00
206-555-0911	3/1/00	206-555-0911	3/1/00			206-555-0911	3/1/00	206-555-0911	2/27/00
206-555-0911	3/2/00					206-555-0911	3/2/00	206-555-0911	2/27/00
206-555-0911	3/2/00					206-555-0911	3/2/00	206-555-0911	2/27/00

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**NPAC VALIDATION REPORT COLUMN DESCRIPTIONS/SUGGESTED ACTION**

**1. MIGRATES DELETED/DELETE DATE:**

Description: This column depicts a migrate TN 760 error that has been deleted by SCC (after aging 30 days) because the Migrating company is not shown as the dial tone owner after NPAC validation. This situation depicts a migrate record that has been sent to SCC but no LSR has been sent to the NPAC to generate an activate message by the Donor company. The deleted date indicates the date action was taken by SCC. The record remains locked to the Donor company.

Action: Migrating company should verify that the TN is their valid customer. If so, a new LSR should be generated to the NPAC and a new migrate order submitted to SCC.

**2. MIGRATES COMPLETED/MIGRATE DATE:**

Description: This column depicts a TN 760 migrate error that aged 30 days. SCC has validated the TN in NPAC as belonging to the Migrating company, manually unlocked the record, and processed the migrate record for transition to the new dial tone owner. The unlocking of the record is completed without validation of the Donor company. The migrate date indicates the date action was taken by SCC.

Action: TNs migrated from 760 errors do not require additional action by the Migrating company.

**3. UNLOCKED TNs/UNLOCK DATE:**

Description: This column depicts a Donor company TN that has been unlocked by SCC based on validation in NPAC. NPAC shows that the TN dial tone owner is now the migrating company. The unlock action by SCC was completed without any unlock order received from the Donor company. The unlock date indicates the date action was taken by SCC.

Action: Investigate to determine why the unlock order was not sent to SCC.

**4. RELOCKED TNs/RELOCK DATE:**

Description: This column depicts TNs that were in an unlocked status and no migrate order had been received within the 30-day window. Based on SCC's NPAC validation, the Donor company is still the dial tone owner. The relock date indicates the date action was taken by SCC.

Action: No action required.

**5. NENA ID CHANGED/DATE:**

Description: This column depicts a Donor company TN that has been unlocked for 30 days. SCC has validated in NPAC the dial tone owner of this TN to be another CLEC other than the Donor company. Based on this NPAC validation, SCC's action is to change only the Company ID to that of the Recipient company/dial tone owner. However, no migrate record was received by SCC from the Recipient company. The date indicates the date action was taken by SCC.

Action: Investigate and send a migrate order to SCC to ensure the customer record information is accurate. Without a migrate order, the customer address information will remain that of the old donor company.

***The new processes do not circumvent the CLEC's or BellSouth's responsibility to issue all appropriate Migrate and/or Unlock orders to SCC and to handle errors as they are received.***

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**TAB 8**

ADDRESS VERIFICATION REQUEST

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**ADDRESS VERIFICATION REQUESTS PROCESS FLOW**

The Address Verification Request (AVR) is initiated by SCC and/or the CLEC to forward address discrepancies to the E911 Coordinator when service orders for CLEC subscriber accounts are rejected due to invalid street information or when there is a CLEC address discrepancy that has been indicated on a PSAP Inquiry. Telephone contact with the E911 Coordinator and/or subscriber may be necessary to resolve these discrepancies.

It is recommended that the following procedures be followed when administering AVRs to the E911 Coordinator.

- An AVR should be handled via telephone when there is working telephone service at the address in question. Every effort must be made to resolve the discrepancy as quickly as possible.
- When mailing multiple AVRs, attach an AVR Cover Letter.
- Maintain an AVR Log and follow-up on outstanding AVRs every two(2) weeks.
- Send a follow-up letter if a response is not received within two(2) weeks.
- Make a telephone call if response is not received within two(2) weeks.

This process should be used only when the CLEC has investigated the discrepancies and is reasonably sure that no action is necessary on the part of the CLEC. It may be advisable for the CLEC to call their customers to assist in obtaining current street address information before issuing an AVR to the E911 Coordinator for investigation. If investigation determines that CLEC subscriber records are erroneous, it is the responsibility of the CLEC to submit a corrected SOIR

If investigation determines that the problem is a result of MSAG records that need to be added or changed, the AVR is sent to E911 Coordinator to initiate a MSAG ledger to SCC. Once the MSAG update has been made by SCC, the AVR will be returned to the CLEC by either SCC or the E911 Coordinator noting the changes made. The CLEC subscriber record(s) may then be retransmitted.

The CLEC is responsible for the ordering of AVR forms and must use the format as described in this tab.

The AVR form with field descriptions, preparation procedures and administration are covered in this document.

**E911 ADDRESS VERIFICATION REQUEST (AVR) FORM**

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**E911 Address Verification Request**

Date	County/City/Parish	Prepared by	Telco Name	Serial Number
<b>For Telephone Company Use Only</b>		Verification of	Service Order Error _____ MSAG Ledger # _____	Other. See Comments <input type="checkbox"/>
<input type="checkbox"/> AVR Handled Via Mail (Please Verify)		<input type="checkbox"/> AVR Handle Via Telephone		
<input type="checkbox"/> Directional <input type="checkbox"/> Community <input type="checkbox"/> Other <input type="checkbox"/> Street Name <input type="checkbox"/> Range <input type="checkbox"/> Street Not in MSAG <input type="checkbox"/> O/E/B <input type="checkbox"/> Customer At <input type="checkbox"/> ESN		Authorized By _____  Date _____ Time _____ * The date for this AVR was input into the MSAG as noted. If changes are required return this form with your corrections within ten days.		
<b>Existing MSAG Entry</b>	Directional	Street Name		State
	Low Range	High Range	O/E/B	Community
	ESN	**Exchange		
Comments				
<b>For County/City Parish Response</b> <input type="checkbox"/> Insert <input type="checkbox"/> Change <input type="checkbox"/> Delete				
<b>Desired MSAG Entry</b>	Directional	Street Name		State
	Low Range	High Range	O/E/B	Community
	ESN	**Exchange		
Comments				
Date Received		Date Returned if Appropriate		Authorized by
<b>For CLEC Use</b> ➔	Received	Referred to SCC if Appropriate		Clerks Initials
	<b>For SCC Use</b> ➔	Received	Input to MSAG	Returned to CLEC
Clerks Initials				
**Input Not Required By County/City/Parish				

The field descriptions are shown on the following pages.

**E911 ADDRESS VERIFICATION REQUEST (AVR) (Continued)**

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Field Descriptions:

1. Date: Enter the date the form is prepared.
2. County/City/Parish: Enter the E911 County/city/parish name.
3. Prepared By: Enter the name of the employee who prepares the form.
4. Tel Co. Name: Enter the CLEC Company name.
5. Serial Number: Enter the appropriate serial number. (Begin the first AVR of each year with the year, then the number of AVR sequence. For example, in 2000, the numbering begins with 00-001, 00-002, etc.)

**\*\*\* FOR TELEPHONE COMPANY USE ONLY \*\*\***

6. Verification of: Check the appropriate box to reflect that the AVR was due to:
  - a. A service order error.
  - b. An MSAG Ledger (include ledger #).
  - c. Other (explain in the comments section).
7. AVR Handled via Mail: Check the appropriate box for the specific reason the AVR is prepared.
8. AVR Handled via Telephone: Enter the name of the person authorizing the update, as well as the date and time discussed.
9. Existing MSAG Entry: Enter only current MSAG information that is being changed or deleted.
10. Directional: Enter the directional indicator, N, S, E, W, NE, NW, SE OR SW. If no direction, leave blank.
11. Street Name: Enter the name of the street including the standard thoroughfare designation (ST, AV, etc.)
12. State: Enter the standard abbreviation for the state.
13. Low Range: Enter the lowest number in the street address range. If there is only one numbered address in the range, the low number will equal the high number. If the range is unnumbered, enter a line.
14. High Range: Enter the highest number in the street address range. If there is only one numbered address in the range, the low number will equal the high number. If the range is unnumbered, enter a line.
15. O/E/B: This describes the range. O = Only odd numbers in the range  
E = Only even numbers in the range  
B = Both odd and even numbers in the range.
16. Community: The name of the community in which the street and range exist.
17. ESN: Emergency Service Number.

**\*\*\* FOR CLEC/SCC COMPANY USE ONLY \*\*\***

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18. Exchange: Entered by SCC when appropriate. This data represents the exchange area for the local exchange office. This field is left blank for CLEC.
19. Comments: Enter pertinent information not included elsewhere on the form.
- \*\*\* FOR COUNTY/CITY/PARISH \*\*\***
20. Response: Check the appropriate box for your response: Insert, Change, Delete
21. Desired MSAG Entry: The E911 Coordinator will enter the MSAG information to be input into the system. (See #9 for explanation of fields.)
22. Comments: Any additional information is entered here.
23. Date Received: The date the form is received by the E911 Coordinator is entered here.
24. Date returned (I.A.): If the form is returned by the E911 Coordinator, the date is entered here. The form does not have to be returned unless the AVR is being handled via mail or if changes are required on a AVR handled via telephone.
25. Authorized by: The E911 Coordinator's clerk's initials are entered here.
26. **FOR CLEC USE:**  
Received: Enter the date the AVR is received from the county/parish.  
Referred to SCC: Enter the date referred to SCC for MSAG update (I.A.)  
Clerk's initials: Enter the initials of the CLEC representative who handled the form.
27. **FOR SCC USE:**  
Received: The date the AVR is received from CLEC.  
Input to MSAG: Enter the date the information is entered into the MSAG.  
Returned to CLEC: The date returned to CLEC.  
Analyst's initials: Enter the initials of the SCC analyst who handled the form.

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**AVR COVER LETTER**

The AVR Cover Letter is included when multiple AVRs are sent to the county/city/parish. An example of this letter is shown below:

AVR COVER LETTER

DATE: \_\_\_\_\_ ①

TO: \_\_\_\_\_ ② FROM: \_\_\_\_\_ ③

\_\_\_\_\_

\_\_\_\_\_

The following AVRs are being sent to you to resolve. Each address listed represents potential Record Not Found or Misroute conditions in your database, should those customers call 911.

AVR SERIAL NUMBERS: ④ \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please forward the resolved AVRs back as soon as possible, but no later than \_\_\_\_\_ ⑤

If I can assist in any way, please call me at \_\_\_\_\_ ⑥

Attachment (s):

Instructions for Completing the AVR Cover Letter

1. Date: Enter the date the AVRs are completed.
2. To: Enter the name and address of the E911 Coordinator contact.
3. From: Enter the name and address of the CLEC Supervisor.
4. AVR Serial Numbers: List the serial numbers of the AVRs to be forwarded to the E911 Coordinator. (For example, in 1997, the numbering begins with 97-001, 97-002, 97-003, etc.)
5. Date AVRs Must Be Returned: Enter the date two (2) weeks from the date the AVRs are mailed, or ten (10) days, if resolved via telephone conversation.
6. Telephone Number: Enter the E911 Assistant Manager's telephone number.

**AVR FOLLOW-UP LETTER AND TELEPHONE CALLS**

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An AVR Follow-Up Letter is forwarded to the E911 Coordinator after telephone attempts to handle the AVR have been unsuccessful. The date the AVR Follow-Up Letter is sent to the E911 Coordinator must be noted in the Follow-Up Letter Sent section of the AVR Log.

If after two (2) weeks, the E911 Coordinator has not responded to the AVR Follow-up Letter, another telephone call should be made to the E911 Coordinator. The date the telephone call is made must be noted in the "Telephone Call Made" section of the AVR Log. An example of the AVR Follow-Up Letter is shown as follows:

AVR FOLLOW-UP LETTER

DATE: \_\_\_\_\_

TO: \_\_\_\_\_ FROM: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The following AVRs were sent to resolve and are still outstanding.

AVR SERIAL NUMBERS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Each street listed could represent subscribers not included in the E911 database. The caller will have voice communication with your dispatchers, but your dispatchers will not have ALI information displayed. Therefore, you are urged to provide a response as soon as possible.

If I can assist in any way, please call me at \_\_\_\_\_.

**FORMS**

Blank forms are provided to be produced locally as needed.

1. AVR Verification Request
2. AVR Log
3. AVR Cover Letter
4. AVR Follow-Up Letter

**E911 Address Verification Request**

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Date	County/City/Parish	Prepared by	Telco Name	Serial Number	
<b>For Telephone Company Use Only</b>			Verification of Service Order Error _____ MSAG Ledger # _____	Other, See Comments <input type="checkbox"/>	
<input type="checkbox"/> AVR Handled Via Mail (Please Verify)		<input type="checkbox"/> AVR Handle Via Telephone			
<input type="checkbox"/> Directional <input type="checkbox"/> Street Name <input type="checkbox"/> Street Not in MSAG <input type="checkbox"/> Customer At	<input type="checkbox"/> Community <input type="checkbox"/> Range <input type="checkbox"/> O/E/B <input type="checkbox"/> ESN	Authorized By _____  Date _____ Time _____ * The date for this AVR was input into the MSAG as noted. If changes are required return this form with your corrections within ten days.			
<b>Existing MSAG Entry</b>	Directional	Street Name			State
	Low Range	High Range	O/E/B	Community	ESN
Comments					
<b>For County/City Parish Response</b> <input type="checkbox"/> Insert <input type="checkbox"/> Change <input type="checkbox"/> Delete					
<b>Desired MSAG Entry</b>	Directional	Street Name			State
	Low Range	High Range	O/E/B	Community	ESN
Comments					
Date Received		Date Returned if Appropriate		Authorized by	
<b>For CLEC Use</b> ➡	Received	Referred to BOC if Appropriate			Clerks Initials
	Received	Input to MSAG		Returned to NBEC	Clerks Initials
**Input Not Required By County/City/Parish					

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AVR COVER LETTER

DATE: \_\_\_\_\_

TO: \_\_\_\_\_ FROM: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The following AVRs are being sent to you to resolve. Each address listed represents potential Record Not Found or Misroute conditions in your database, should those customers call 911.

AVR SERIAL NUMBERS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please forward the resolved AVRs back as soon as possible, but no later than \_\_\_\_\_.

If I can assist in any way, please call me at \_\_\_\_\_.

Attachment (s):

AVR FOLLOW-UP LETTER

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DATE: \_\_\_\_\_

TO: \_\_\_\_\_ FROM: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The following AVRs were sent to resolve and are still outstanding.

AVR SERIAL NUMBERS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Each street listed could represent subscribers not included in the E911 database. The caller will have voice communication with your dispatchers, but your dispatchers will not have ALI information displayed. Therefore, you are urged to provide a response as soon as possible.

If I can assist in any way, please call me at \_\_\_\_\_.

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**TAB 9**

PSAP INQUIRIES

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**OVERVIEW**

E911 is a critical emergency service. Therefore, any address condition that interferes with a caller reaching the appropriate PSAP, and having an accurate display, must be corrected as quickly as possible. For this reason, the E911 Inquiry Form has been developed as a tool for the PSAP attendants to use in reporting address problems encountered with the E911 system.

PSAP Inquiry Forms will be forwarded to the CLEC from either SCC or directly from the E911 Coordinator. The inquiry form should be logged by the CLEC when received. An inquiry log form and instructions are provided in this tab. Once the inquiry has been handled, it should be returned to the originator or to SCC as appropriate.

The E911 Inquiry Form is divided into five (5) sections. (sample on the following page)

- GENERAL: information relating to the PSAP attendant preparing the form
- DATABASE: problems relating to the ALI data displayed at the PSAP
- REPAIR: problems relating to the network or equipment
- COMMENTS: input of additional pertinent information
- ACTION: response section

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**E911 PSAP INQUIRY FORM**

**E911 Inquiry**

PSAP Name		System Name	Maintenance Ledger Attached <input type="checkbox"/> Yes <input type="checkbox"/> No
Date of Call	Time of Call	Serial #	Operator
Did You Transfer Call? <input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, To: _____			
Did You Receive Transfer? <input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, From: _____			
ANI TN		ALI TN	

**Database Reason For Inquiry** (Check All Boxes That Apply Complete Form and Provide Form to 911 Coordinator)

1  ALI Record Not Found (Display Shows Record Not Found)

2  Wrong ALI Display of:

	Displayed	Should Be
<input type="checkbox"/> Name	_____	_____
<input type="checkbox"/> Address	_____	_____
<input type="checkbox"/> Location	_____	_____
<input type="checkbox"/> Community	_____	_____
<input type="checkbox"/> ESN	_____	_____

3  Misroute ... ESN Displayed \_\_\_\_\_

4  Other \_\_\_\_\_

**Comments**

\_\_\_\_\_

\_\_\_\_\_

**Repair Reason For Inquiry** (Check All Boxes That Apply Report to Repair and Provide Form to 911 Coordinator For Records Only)

1 <input type="checkbox"/> ANI Display <input type="checkbox"/> No ANI <input type="checkbox"/> Wrong ANI <input type="checkbox"/> ANI Failure (911-000x or 000-0000) <input type="checkbox"/> Anonymous Call	<b>Comments</b> _____ _____ _____
2 <input type="checkbox"/> No ALI Display	
3 <input type="checkbox"/> Spurious Call (Caller Didn't Dial 911 - Static on Line)	
4 <input type="checkbox"/> Other	

**For Telco Use Only**

Action  Trouble Cleared As of \_\_\_\_\_  Trouble Referred to ICO on \_\_\_\_\_  
 Investigation Concluded. No Action Required as of \_\_\_\_\_  Trouble Referred to Other on \_\_\_\_\_  
 Trouble Referred to Repair on \_\_\_\_\_

**Comments**

\_\_\_\_\_

\_\_\_\_\_

Part 1 - Resolution Copy

Part 2 - File Copy

Part 3 - Customer Copy

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**PSAP INQUIRY LOG**

The following is an example of a PSAP Inquiry Log and instructions for completion:

PSAP INQUIRY LOG				RESPONSE CODE		
County/City/Parish _____				1 - Trouble Cleared, Enter Date 2 - No Trouble Found 3 - Referred to Repair		
Month/Year _____						
SERIAL NUMBER	DATE RECEIVED IN AFIG	NPA TELEPHONE NUMBER	E911 CALL DATE	ACTION TAKEN	DATE RETURNED	RESP CODE
①	②	③	④	⑤	⑥	⑦

**Instructions For Completion**

1. Serial Number                      Enter the serial number assigned by the E911 Customer
2. Date Received                      Enter the date the Inquiry was received
3. NPA/Telephone Number          Enter the customer's NPA and telephone being referred on the Inquiry
4. 911 Call Date                      Enter the date of the 911 call
5. Action taken                        Enter the action taken to handle the inquiry
6. Date Returned                      Enter the date the Inquiry was returned to SCC
7. Response Code                      Enter the appropriate response code as follows:  
    1-Trouble Cleared, Enter date  
    2-No trouble found  
    3-Referred to repair

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### PSAP INQUIRY FLOW

PSAP Inquiry Forms will be forwarded to the CLEC either directly from the E911 Coordinator or from SCC as appropriate. The inquiry form should be logged by the CLEC and the disposition noted. An inquiry log form and instructions are provided in this tab. Once the inquiry has been resolved, it should be returned to the originator or to SCC as appropriate. PSAP Inquiries returned to SCC should be sent to:

FAX: 888-778-7876  
SCC Communications, Inc.  
BellSouth Data Analyst  
6285 Lookout Road  
Boulder, CO 80301-3343

### PSAP INQUIRY INVESTIGATION PROCEDURES

#### ALI RECORD NOT FOUND

The CLEC should investigate to determine why the TN record is not in the database. If the TN is found on the NRF report, check to see if the TN is valid. If valid, a SOIR should be sent to insert the TN record into the E911 database. If it is determined that the TN record is in the TN error file, a corrective SOIR should be sent to resolve the error. Once resolved, check action: "Trouble cleared as of (enter date) and return the form to the originator.

#### WRONG ALI DISPLAY OF:

The E911 Coordinator will complete the "Should be" section detailing correct information on the E911 Inquiry form, when the ALI displays incorrect information. The CLEC should investigate the discrepancies and make the appropriate database updates as described below:

- **ADDRESS – COMMUNITY – LOCATION**

Investigate as necessary with the E911 Coordinator to determine the correct address including a check for MSAG validity. Update the address information for the TN record by submitting a corrected SOIR with the valid information. Once resolved, check action: "Trouble cleared as of (enter date) and return the PSAP Inquiry to the originator or SCC, as appropriate.

If no change is needed to the TN record, check action: "Investigation Completed. No action required as of" (enter date) and return the PSAP Inquiry to the originator or SCC, as appropriate.

Return the original Inquiry to SCC.

#### ESN

Compare the ESN on the TN record to the MSAG ESN, for the address. If the ESNs match, forward the inquiry to SCC for further investigation noting action taken in the comment field.

If the ESN for the TN record does not match the ESN for the MSAG, submit a corrective SOIR record with the valid address. Check action: "Trouble cleared as of (enter date) and return the PSAP Inquiry to the originator or SCC, as appropriate.

If the MSAG is incorrect, issue an Address Verification Request (AVR) to the E911 Coordinator requesting a MSAG ledger for the appropriate change be forwarded to SCC. The E911 Inquiry should indicate the AVR sent in the comment section of the Inquiry. Check action: "Trouble cleared as of (enter date) and return the PSAP Inquiry to the originator or SCC, as appropriate.

#### MISROUTES

A misroute indicates the E911 call routed to the wrong PSAP. Routing is determined by the ESN associated with the matching address record in the MSAG database. Investigate as necessary with the E911 Coordinator to determine

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the correct address and submit a SOIR with the corrected address information. Check action: "Trouble cleared as of (enter date) and return the PSAP Inquiry to the originator or SCC, as appropriate.

If it is determined that the address for the TN record and the MSAG match, check action: "Trouble referred to other on (enter date)" and return to SCC for further investigation. If it is determined that a correction in the TN record is necessary, SCC will contact the CLEC for a new SOIR to be sent.

**BLANK FORMS**

Blank Forms may be reproduced locally as needed.

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NO RECORD FOUND (NRF)

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### **OVERVIEW**

A No Record Found (NRF) condition occurs when a subscriber calls 911 and the system is unable to retrieve the database information and/or no information exists. The purpose of a NRF investigation is to:

- identify the reason a NRF occurred
- take corrective action to update the database, as necessary.

There are several reasons a record may not be available for retrieval:

- the record may be in an Error File
- the record may be "in the pipeline", between the time the subscriber has dial tone and the time the record is processed and entered into the database
- the record may not have been sent to be inserted into the database

### **NO RECORD FOUND (NRF) PROCESSING**

Each PSAP in the region is served by a primary ALI processor and a secondary ALI processor. These processors alternate responses to ALI retrieval requests (bids) coming from the PSAP. Therefore, audit data, including NRF data, is found on the audit files from both the primary and secondary ALI processors. This data is combined to produce one NRF report.

### **NO RECORD FOUND (NRF) REPORT SCHEDULE**

The NRF report will be generated every day, Sunday through Saturday. This report provides information about NRFs for investigation and is faxed daily to the CLEC. The following schedule has been developed for the distribution of daily NRF reports.

Fri/Sat/Sun's NRFs	NRF report distributed on Mon
Monday's NRFs	NRF report distributed on Tuesday
Tuesday's NRFs	NRF report distributed on Wednesday
Wednesday's NRFs	NRF report distributed on Thursday
Thursday's NRFs	NRF report distributed on Friday

The Fri/Sat/Sun NRF reports printed on Monday will provide separate totals for each day.

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**NO RECORD FOUND (NRF) REPORT LAYOUT**

The NRF report is separated by CLEC and by state and sorted by telephone number.

Following is an example of the NRF report and the cover sheet used for the fax:

<b>DAILY NRF REPORT</b>					
<b>RUN DATE: 2000-04-11 12:05:38</b>			<b>FOR COMPANY: BELLSOUTH MOBILITY</b>		
<b>STATE</b>	<b>TN</b>	<b>BID DATE</b>	<b>COUNTY NAME</b>	<b>PSAP ID</b>	<b>STATUS</b>
<b>FL</b>	<b>(404) 555-1212</b>	<b>2000-04-10 14:32:41 MON</b>	<b>FULTON</b>	<b>C193-GAFULTONCO</b>	<b>OPENED</b>
<b>FL</b>	<b>(770) 529-2345</b>	<b>2000-04-10 15:23:01 MON</b>	<b>DEKALB</b>	<b>C145-GADEKALBCO</b>	<b>PENDERR</b>
<b>TOTAL NRFS: 2</b>					

The NRF Report includes:

Company	The name of the CLEC Company
Run Date	Date and time of NRF report creation
State	Two character state identifier
TN	The telephone number of the caller that resulted in the NRF, including NPA
Bid Date	Date, time and day of the week of the PSAP query (bid) that resulted in the NRF
County Name	The name of the county for the PSAP receiving the NRF
PSAP ID	2 character state identifier, 8-10 character PSAP name and 4 character PSAP ID of the agency that received the NRF
Status	SCC status of referral: OPENED, PENDERR, REF-LEC
Total NRFS	Total number of NRFS for report

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**NO RECORD FOUND (NRF) REPORT INVESTIGATION**

The CLEC will only be required to investigate and correct NRFs either not found in the E911 database or was in the error file at the time of the call.

The CLEC should:

- Determine if the TN should be in the E911 database.
  - If the TN should be in the database, a SOIR should be submitted to SCC to insert the TN or to resolve an outstanding error in the error file.
- Research why the record was not in the E911 database and take action to prevent further NRF occurrences.
- Advise SCC resolution action of NRF.

When all NRFs have been resolved and reported to SCC, the CLEC should file the NRF report and retain for a period of one (1) year from the date of the 911 call that resulted in the NRF.

All NRFs are initially assigned a system status of OPENED. This status may be changed by the SCC Data Analyst during an initial investigation prior to the NRF report being sent to the CLEC.

The status codes that will be sent on the report are:

**PENDERR**- the TN on the NRF report was found in the TN error file. The CLEC should refer to Tab6 of this document for resolution of the TN error.

**REF-LEC**- the TN is not found in the TN error file or in the TN database. The CLEC should investigate and submit the appropriate SOIR record to insert the subscriber data.

Once the CLEC has advised the SCC Data Analyst of the resolution, the status of the NRF TN will be changed to CLOSED, indicating that the TN has been successfully added to the E911 database, if appropriate.

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**TAB 11**

ESCALATION PROCEDURES

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**CLEC DATABASE ESCALATION PROCEDURES**

The following procedures have been established for CLEC escalation of E911 database issues related to SCC management of E911 data. Examples of these issues include, but are not limited to MSAG problems, NPA/NXX loads/forms, reconciliations, etc.

The initial trouble/problem referral made by the CLEC should go to the SCC DIU Data Analyst. The escalation process will normally begin after a referral is made to the Data Analyst with unsatisfactory or no resolution.

**CONTACTING SCC DATA ANALYSTS**

To reach the SCC Data Analyst you may dial directly to the specific Analyst telephone number, if known, or you may dial toll-free, 1-888-584-3810. The telephone system will recognize the ANI from the state you are calling from and, when prompted, you would depress "1" to be connected to the state Data Analyst for that particular NPA.

When you are calling from a state outside the region or you want to speak to an analyst in a state other than the one you are calling from, your call can be transferred by the Analyst that you reach by depressing "1". The extensions for Analysts in the BellSouth region are shown on the following page.

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**SCC DATA ANALYSTS BY STATE RESPONSIBILITY**

<b>State</b>	<b>Telephone</b>
<b>Florida</b>	303-581-6082
	303 581 5770
	303-581-6081
	303-581-5778
	303 581-6037
	303-581-6032
<b>N. Carolina</b>	303-581-2243
	303-581-6055
	303-581-5676
	303-581-2254
<b>S. Carolina</b>	303-581-6070
	303-581-5723
	303-581-5634
<b>Kentucky</b>	303-581-6061
<b>Mississippi</b>	303-581-6011
	303-581-5629
<b>Tennessee</b>	303-581-6476
	303 581 6079
<b>Alabama</b>	303-581-6073
	303 581 6477
	303-581-6039
<b>Georgia</b>	303-581-5711
	303-581-6474
	303 581-6442
	303-581-5754
	303-581-5792
<b>Louisiana</b>	303-581-5731

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**Level One Escalation: SCC**

Alabama, Kentucky, Louisiana,  
Joe Schumacher (303) 581-6093 Pager 1-800-PAGESCC PIN 9110216

Florida & Georgia,  
Holly Stone (303) 581-2204 Pager 1-800-PAGESCC PIN 9110087

Mississippi, Tennessee North Carolina, South Carolina  
Karen Francia (303) 581 6446 Pager 1-800 PAGE SCC PIN 911 0049

**Level Two Escalation: SCC**

Joe Schumacher (303) 581 6093 Pager 1-800-PAGESCC PIN 9110216  
Mary Hester (303) 581-5685 Pager 1-800-PAGESCC PIN 9110039

**Level Three Escalation: BELLSOUTH CLEC E911 Implementation Manager**

BellSouth CLEC E911 Implementation Manager-Val Sapp (205) 321-2109

**CLEC TN ERROR ESCALATION**

SCC uses the TN Error escalation procedure described in Tab 6 of this guide when CLEC errors are not resolved in a timely or accurate manner.

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**E911 TANDEM IDENTIFICATION FORM**

**REV.: 10-01-00**

TO: VAL SAPP	FROM:
VOICE: 205.321.2109	VOICE:
FAX: 205.321.4002	FAX:
EMAIL: valerie.sapp1@bridge.bellsouth.com	EMAIL:

To assist you in getting your 911 calls routed to the correct BST E911 tandem please fill out this form as shown and BST will supply you with the proper E911 tandem for use on the CLEC E911 NOTIFICATION FORM.

PLEASE LIST ALL YOUR NEW NPANXX(S) BELOW WHICH HAVE BEEN ASSIGNED – USE SEPARATE SHEET IF NECESSARY

1. PUT YOUR NPA
2. PUT YOUR NXX
3. PUT BST COMPARABLE NPA
4. PUT BST COMPARABLE NXX
5. BST WILL SUPPLY YOU THE CORRECT E911 TANDEM AND RETURN TO YOU
6. FILL OUT CLEC E911 NOTIFICATION FORM APPROPRIATLY AND FAX TO:  
SCC/BST SUPERVISOR / 1-888-778-7876

STATE	CLEC NPA	CLEC NXX	BST NPA	BST NXX	E911 TANDEM CLLI FOR USE ON E911 NOTIFICATION FORM	E911 TANDEM CLLI FOR USE ON ASR WHEN ORDERING TRUNKS

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**CLEC E911 NOTIFICATION FORM**

**Revised: 10-01-00**

**FAX TO: 1-888-778-7876**

**ATTENTION: SCC/BELLSOUTH SUPERVISOR**

ACTION (circle one)      A-ADD      C-CHANGE      M-MSAG ONLY

TODAY'S DATE	
COMPANY NAME	
COMPANY ADDRESS	
CONTACT NAME:	
CONTACT TEL NUMBER	
TELCO ID/OCN	
NENA CO. IDENTIFIER	
EFFECTIVE DATE	
FAX NUMBER**	

\*\*NOTE: THIS NUMBER WILL BE USED FOR MECHANICAL TRANSMISSION OF DAILY REPORTS

SERVICE REQUEST FOR: (check ONE only: One STATE per sheet)

AL	FL	GA	KY	MS	LA	SC	NC	TN
----	----	----	----	----	----	----	----	----

PLEASE LIST YOUR NATIVE NPANXX's BELOW WHICH NEED TO BE ADDED TO THE E911 DATABASE

NPA	NXX	E911 TANDEM CLLI	NPA	NXX	E911 TANDEM CLLI

**MSAG REQUEST:**

MEDIA DESIRED: (circle ONE only)      CD ROM      MAG TAPE      PAPER      3.5 FLOPPY\*

\*NOTE: FLOPPIES MAY ONLY BE ORDERED BY COUNTY, NOT BY CLLI

COUNTY NAMES OF SERVICE AREA OR E911 TANDEM CLLI (only)

1.	3.	5.
2.	4.	6.

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# E911 ADDRESS VERIFICATION REQUEST

Date	County/City/Parish	Prepared by	Telco Name	Serial Number	
<b>For Telephone Company Use Only</b>			Verification of Service Order Error _____ MSAG Ledger # _____	Other. See Comments <input type="checkbox"/>	
<input type="checkbox"/> AVR Handled Via Mail (Please Verify)		<input type="checkbox"/> AVR Handle Via Telephone			
<input type="checkbox"/> Directional <input type="checkbox"/> Street Name <input type="checkbox"/> Street Not in MSAG <input type="checkbox"/> Customer At	<input type="checkbox"/> Community <input type="checkbox"/> Range <input type="checkbox"/> O/E/B <input type="checkbox"/> ESN	Authorized By _____  Date _____ Time _____  * The date for this AVR was input into the MSAG as noted. If changes are required return this form with your corrections within ten days.			
<b>Existing MSAG Entry</b>	Directional		Street Name		State
	Low Range	High Range	O/E/B	Community	ESN
Comments					
<b>For County/City Parish Response</b> <input type="checkbox"/> Insert <input type="checkbox"/> Change <input type="checkbox"/> Delete					
<b>Desired MSAG Entry</b>	Directional		Street Name		State
	Low Range	High Range	O/E/B	Community	ESN
Comments					
Date Received		Date Returned if Appropriate		Authorized by	
<b>For CLEC Use</b> ➡	Received	Referred to SCC if Appropriate			Clerks Initials
	<b>For SCC Use</b> ➡	Received	Input to MSAG		Returned to CLEC
**Input Not Required By County/City/Parish					

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