

Nancy B. White
General Counsel-Florida

BellSouth Telecommunications, Inc.
150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(305) 347-5558

July 18, 2002

Mrs. Blanca S. Bayó
Director, Division of the Commission Clerk
And Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

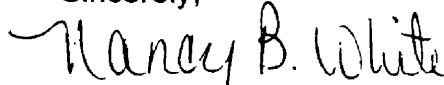
RE: Docket No. 001305-TP (Supra)

Dear Ms. Bayó:

Enclosed are an original and fifteen copies of BellSouth Telecommunications, Inc.'s Response and Opposition to Supra's Notice of Good Faith Compliance with Order No. PSC-02-0878-FOF-TP; Notice of BellSouth's Refusal to Continue Negotiations Over Follow-On Agreement; and Motion to Compel BellSouth to Continue Good Faith Negotiations on Follow-On Agreement, which we ask that you file in the captioned docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served on the parties shown on the attached Certificate of Service.

Sincerely,


Nancy B. White (LA)

Enclosures

cc: All Parties of Record
Marshall M. Criser III
R. Douglas Lackey

DOCUMENT NUMBER - DATE

07500 JUL 18 02

REC'D - COMMISSION CLERK

**CERTIFICATE OF SERVICE
Docket No. 001305-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via

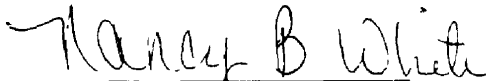
(*) Hand Delivery or Federal Express this 18th day of July, 2002 to the following:

Beth Keating, Staff Counsel (*)
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Florida Public Service Commission
2540 Shumard Oak Boulevard
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bchaiken@stis.com
pturner@stis.com
kdahlke@stis.com


Nancy B. White (CA)

(+) Signed Protective Agreement

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Arbitration of the Interconnection) Docket No. 001305-TP
Agreement Between BellSouth Telecommunications,)
Inc. and Supra Telecommunications & Information)
System, Inc., Pursuant to Section 252(b) of the)
Telecommunications Act of 1996.)
_____) Filed: July 18, 2002

**BELLSOUTH TELECOMMUNICATIONS, INC.'S RESPONSE
AND OPPOSITION TO SUPRA'S NOTICE OF GOOD FAITH COMPLIANCE
WITH ORDER NO. PSC-02-0878-FOF-TP; NOTICE OF BELLSOUTH'S
REFUSAL TO CONTINUE NEGOTIATIONS OVER FOLLOW-ON AGREEMENT;
AND MOTION TO COMPEL BELLSOUTH TO CONTINUE GOOD FAITH
NEGOTIATIONS ON FOLLOW-ON AGREEMENT**

BellSouth Telecommunications, Inc. ("BellSouth"), pursuant to Rule 28-106.204, Florida Administrative Code, hereby files its Response and Opposition to Supra's Notice of Good Faith Compliance with Order No. PSC-02-0878-FOF-TP; Notice of BellSouth's Refusal to Continue Negotiations Over Follow-On Agreement; and Motion to Compel BellSouth to Continue Good Faith Negotiations on Follow-On Agreement. In support thereof, BellSouth states the following:

The depth of Supra's audacity is breathtaking. Not only has Supra completely flouted orders of this Commission, it continues to distort the facts until they are unrecognizable in baseless pleading after baseless pleading. At this point in time, BellSouth expects the score from "The Twilight Zone" to begin playing. This docket has become that surreal. Once again, however, BellSouth will, in this pleading, attempt to cast the beam of

fact and truth on Supra's muck. In no way, shape or form should Supra's notices be accepted or motion be granted.

What Supra labels in its pleading as "Factual Background" is anything but. The so-called "facts" are easily shown to be mere fabrications:

1. In paragraph 2 of Supra's pleading, Supra states the parties identified 69 issues after issue identification, but that no language was memorialized.

Fact: After two issue identification meetings, Supra withdrew ten (10) issues. Staff then directed the parties to propose language for each identified issue. BellSouth filed its language on January 30, 2001. Supra filed nothing but a motion to dismiss.

2. In paragraph 2 of Supra's pleading, Supra states that issues were resolved as a result of "various Intercompany Review Board meetings", but agreement was not reduced to writing.

Fact: There was only one Intercompany Review Board Meeting and Supra agreed to discuss only a limited number of issues.

Fact: Most of the issues listed by Supra as resolved were not resolved due to settlement but actually unilaterally withdrawn by Supra at the issue identification meeting held on January 23, 2001, specifically issues 6, 30, 36, 37, 43, 50, 54, 56, 58 and 64. An additional two issues were unilaterally withdrawn at the

June 6, 2001 Intercompany Review Board Meeting (3 and 39).

Fact: One issue (2) was settled on June 7, 2001 with agreed upon language. This agreement was memorialized by e-mail on June 7, 2001. See Exhibit A.

3. In paragraph 3 of Supra's pleading, Supra states a new Issue A was added to the docket.

Fact: What Supra omitted was that Supra raised this issue, but it was later withdrawn at Supra's request.

4. In paragraph 4 of Supra's pleading, Supra states that "BellSouth did not wish to formalize the parties' agreements in a stipulation."

Fact: BellSouth never refused to formalize the language in a stipulation. What BellSouth objected to was the inaccurate and inappropriate stipulation proposed by Supra on September 23, 2001. Supra's proposed stipulation is attached hereto as Exhibits B and C. As can be seen, the stipulation proposed by Supra contained unresolved issues and language to which the parties had not yet agreed. On September 24, 2001, BellSouth e-mailed to Supra a proposal containing specific language for the settled issues. BellSouth also advised Supra of the reasons why BellSouth could not accept Supra's proposal. See Exhibit D.

5. In paragraph 7 of Supra's pleading, Supra states that the parties knew that a decision on the template by the Commission would mean further negotiations.

Fact: By e-mail dated October 12, 2001, BellSouth advised Supra that each party should propose where placement of language should go, not to negotiate further on this. See Exhibit E.

Fact: By e-mail dated October 23, 2001, BellSouth submitted to Supra a document that reflected all the settled issues, the proposed language, and BellSouth's specification of where the language should be placed in the BellSouth template. See Exhibit F. Supra did not propose placement of the language it believed should be used as the template, but instead told BellSouth that it would not agree to the language unless BellSouth removed the references to a particular template. Id.

6. In paragraph 8 of Supra's pleadings, Supra states that the parties advised the Commission of "tentative agreement" on various issues and that BellSouth refused to execute a stipulation on the parties' agreements.

Fact: There was no tentative agreement; the parties had completely resolved, with agreed upon language, issues 2, 7, 9, 13, 14, 17, 25B, 26, 27, 31, 41, 44, 45, 48, 51, 52 and 53.

Two issues (18 and 57) were partially resolved with agreed upon language. BellSouth memorialized the parties' agreement, with language, in an e-mail dated October 25, 2001. See Exhibit F.

Fact: Supra filed the BellSouth drafted Exhibit F with the Commission as Supra's Resolved issues on October 26, 2001. In fact, it was BellSouth's agreed to stipulation.

7. In paragraph 15 of Supra's pleadings, Supra states that BellSouth sent Supra, for the first time, on June 13, 2002, an e-mail version of BellSouth's latest proposed interconnection agreement.

Fact: BellSouth originally sent Supra BellSouth's proposed interconnection agreement in September 2000 when BellSouth filed its petition for arbitration.

Fact: BellSouth filed its proposed language on the various disputed issues again in January of 2001.

Fact: BellSouth e-mailed to Supra an electronic copy of the interconnection agreement on March 12, 2002 after the Agenda at which the Commission originally decided the disputed issues. This agreement incorporated the Commission's decisions, as well as the agreed upon language of the settled issues. See

Exhibit G. Fact: Supra refused to negotiate until after their motion for reconsideration was decided. See Exhibit H.

Fact: After the Commission Agenda deciding the issues on reconsideration, BellSouth sent Supra on June 13, 2002, another version of the interconnection agreement, this one incorporating the changes decided on June 11, 2002, by reconsideration. See Exhibit I.

8. In paragraph 16 of Supra's pleading, Supra states that BellSouth sent an amended version of the agreement on June 18, 2002, due to the fact that there were "numerous errors" in the prior document.

Fact: BellSouth resent the two attachments to the agreement because it found two errors and a typographical error. It was later determined that only one attachment contained an error. See Exhibit J.

9. In paragraph 18 of Supra's pleading, Supra states that meetings were held on June 17 and 24, 2002 to negotiate and resolve final language.

Fact: Absolutely nothing of substance was discussed on these two dates, the 17th because Supra was not prepared and the 24th because Supra's counsel was not available. See Exhibit K.

10. In paragraph 18 of Supra's pleading, Supra states that the

parties discussed between 80-90% of the issues originally brought in this docket” between June 17 and July 12.

Fact: While technically true, this statement omits the fact that Supra insisted on revisiting the language already agreed to on the nineteen (19) settled or partially settled issues and that twelve (12) issues had already been unilaterally withdrawn by Supra. That left 38 issues to be discussed for purposes of the interconnection agreement. Exhibit L is a list of the issues discussed each day and shows that only about one-third of the ordered issues were discussed.

11. In paragraph 19 of Supra’s pleading, Supra states that disputes existed regarding issues for which tentative agreement had been reached.

Fact: Supra is the one who wanted to revisit these issues. See Exhibits E and M.

12. In paragraph 19 of Supra’s pleading, Supra states that a dispute arose as to the date to be placed on the new agreement.

Fact: The dispute was all on Supra’s side. BellSouth, in an effort to remove the dispute, merely inserted the date of filing the agreement into the preamble. This is the date that Supra had suggested, and thus, Supra should have no complaint regarding this issue. See Exhibit N.

13. In paragraph 20 of Supra's pleading, Supra states that disputes arose on settled issues because particular language changes were not referenced to a template.

Fact: BellSouth proposed a template in September 2000 that the Commission adopted. At no time has Supra proposed where language should be placed in any template.

14. In paragraph 21 of Supra's filing, Supra states that Supra has negotiated in good faith and that BellSouth has not been cooperative.

Fact: This is simply not true as discussed herein, and as discussed in BellSouth's letter for mediation filed on July 3, 2002, and in BellSouth's Emergency Motion for Expedited Review filed on July 15, 2002, all incorporated herein as if set forth fully.

15. In paragraph 22 of Supra's pleading, Supra states that as of July 12, 2002, the parties were unable to come up with an agreement which complied with the settled issues and the Commission's rulings.

Fact: BellSouth filed just such an agreement on July 15, 2002, the date ordered by the Commission. Supra filed this delay motion. Even to date, Supra has not filed in this docket, nor

hasn't proposed to BellSouth, any language that it believes should be included in the follow-on agreement.

16. In paragraph 22 of Supra's pleading, Supra states that BellSouth refused to continue discussions and intended to file an inaccurate agreement, not giving Supra an opportunity to review.

Fact: BellSouth advised Supra at 5:30 p.m. on July 12, 2002 (the business day prior to the Commission's filing deadline) that, since the Order No. PSC-02-0878-FOF-TP issued on July 1, 2002, required the follow-on agreement to be filed on July 15, 2002, BellSouth intended to obey the order. BellSouth continued to seek Supra's participation in negotiations up to the time necessary to produce that filing. As for Supra's lack of an opportunity to review, BellSouth had sent Supra, on at least five (5) occasions the current template. See Exhibit N.

As shown herein and in other BellSouth filings, Supra has shown itself to be unwilling or unable to negotiate in good faith. While BellSouth time and again has sought cooperation, Supra has played games, such as revisiting settled issues, ad nauseum, being unprepared for negotiations, and generally showing little to no interest in moving forward.

Supra claims that it was impossible to file an agreement within 14 days pursuant to Order No. PSC-02-0878-FOF-TP, issued on July 1, 2002.

It should be noted that BellSouth attempted to begin the negotiations in March of 2002, but Supra unilaterally refused. See Exhibit H. In addition, Supra did not seek reconsideration of the fourteen day filing requirement, either when first ordered in Order No. PSC-02-0637-PCO-TP or when revisited again on reconsideration in Order No. PSC-02-0878-FOF-TP. Supra was silent as to the alleged impossibility of filing an agreement in this time period prior to July 15, 2002.

Supra claims that, at some unspecified point far into the future, the Commission can give guidance on disputes arising from the final orders. The Commission has already given guidance; it has ruled on the issues and required the parties to file an agreement. Supra ignored the order of this Commission; BellSouth is the only party who complied with the order.

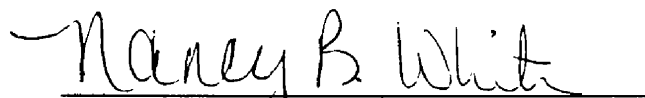
Supra seeks to have the Commission compel BellSouth to continue negotiating and seeks an extension of time in which to file a follow-on agreement. BellSouth strongly opposes this request. It is Supra, not BellSouth, who has acted in bad faith by refusing to negotiate with BellSouth in March, 2002; by failing to review the agreement BellSouth sent it in June, 2002; and by being completely unprepared to discuss the ordered issues. Supra should not be allowed to benefit from that bad faith by achieving its goal of further delay. Under no circumstances should this Commission delay in acting upon the agreement BellSouth filed in July 15, 2002. While this is not the first time Supra has pressed for delay, it should be the last.

Supra has not complied with Order No. PSC-02-0878-FOF-TP to file the follow-on agreement. Supra has misrepresented itself to the Commission, specifically at the March 5, 2002 agenda conference when Supra stated that it had submitted its public records request to the Commission prior to the agenda conference, when in fact it had not. Again on July 9, 2002, Supra claimed that it had not received a service copy of BellSouth's Expedited Petition for Temporary Relief of the Requirements of Order No. PSC-01-1819-FOF-TP in Docket No. 000121A-TP. Records subsequently filed with the Commission demonstrate that Supra is incapable of truth. Supra has filed innumerable groundless motions. The time has come for the Commission to bring this arbitration to a close once and for all.

WHEREFORE, BellSouth requests that the Commission deny Supra's Notice of Good Faith Compliance with Order No. PSC-02-0878-FOF-TP; Notice of BellSouth's Refusal to Continue Negotiations Over Follow-On Agreement and Motion to Compel BellSouth to Continue Good Faith Negotiations on Follow-On Agreement.

Respectfully submitted this 18th day of July, 2002.

BELLSOUTH TELECOMMUNICATIONS, INC.



NANCY B. WHITE (CA)
JAMES MEZA III
c/o Nancy Sims
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Tallahassee, FL 32301
(305) 347-5558

R. Douglas Lackey

R. DOUGLAS LACKEY (404)
PARKEY JORDAN
Suite 4300
675 W. Peachtree St., NE
Atlanta, GA 30375
(404) 335-0794

455191 v1

EXHIBIT

A

White, Nancy

From: Jordan, Parkey
Sent: Monday, July 01, 2002 3:13 PM
To: 'mark.buechele@stis.com'
Cc: Follensbee, Greg
Subject: FW: Arbitration Issues

Brian's response to my previous email.

Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-0794

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

From: Chaiken, Brian [mailto:BChaiken@STIS.com]
Sent: Thursday, June 07, 2001 2:35 PM
To: 'Jordan, Parkey '; Medacier, Adenet; Nilson, Dave; Ramos, Kay; Turner, Paul
Cc: White, Nancy ; Finlen, Patrick
Subject: RE: Arbitration Issues

Parkey:

My notes reflect same breakdown. It is good to know we can work together to reach some agreements. As we have previously stated, Supra does wish to discuss the remaining issues, but feels it will be at a tremendous disadvantage without first being able to review the requested information.

Brian Chaiken, Esq.
General Counsel
Supra Telecommunications &
Information Systems, Inc.
2620 S.W. 27th Ave.
Miami, Florida 33133-3001
Phone: 305/476-4248
Fax: 305/443-1078

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

From: Jordan, Parkey [mailto:Parkey.Jordan@BellSouth.COM]
Sent: Thursday, June 07, 2001 10:16 AM
To: 'bchaiken@stis.com'
Cc: White, Nancy ; Finlen, Patrick
Subject: Arbitration Issues

EXHIBIT A

Brian,

Per my notes, there were originally 66 arbitration issues. I show 10 of those as being withdrawn during issue identification. Those are 6, 30, 36, 37, 43, 50, 54, 56, 58 and 64. During the June 6 meeting we discussed 24

unresolved issues in addition to the 24 issues I am referencing, we also discussed and withdrew issue 64, but as we had previously withdrawn it, I am not considering it as part of our meeting yesterday). Of the 24 unresolved issues we discussed, we resolved or withdrew three additional issues, namely, issues 2, 3 and 39. That leaves 32 arbitration issues that Supra will not discuss until it receives network information. Does this line up with your notes and/or recollection?

Parkey Jordan
404-335-0794

White, Nancy

From: Jordan, Parkey
Sent: Monday, July 01, 2002 3:12 PM
To: 'mark.buechele@stis.com'
Cc: Follensbee, Greg
Subject: FW: Arbitration Issues

Mark, attached is an email I forwarded Brian after the June 6, 2001 intercompany review board meeting. As you can see, 10 issues had been withdrawn by Supra at issue ID (meaning there is no language to include or strike - the issue was simply withdrawn). Three issues, 2, 3, and 39, were closed during the June 6 meeting. Brian or Adenet should have notes regarding these issues. Supra withdrew issue 39 (again, no there is no language to include or delete). Issue 2 was resolved by the parties agreeing to include the confidential information language from the existing agreement. Similarly, issue 3 was resolved by the parties agreeing to include the insurance language from section 21A of the existing agreement. I only have hand written notes regarding the parties' discussion of these issues. Notice that issue 2 is also included on the October email. Prior to the parties' mediation with the staff, there had been some confusion about whether issue 2 was closed because testimony had been filed on the issue. The parties thereafter agreed that issue 2 was in fact closed.

I don't believe any confirmation of the language went back and forth between the parties, as we agreed to include language that already appeared in the existing agreement. I will also forward to you in a separate email Brian's response to my email below. I believe with this email you now have information regarding each issue that the parties settled prior to release of the Commission's order. If you plan to request any other information from us for use in a review of the agreement, please let me know immediately.

Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-0794

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

From: Jordan, Parkey
Sent: Thursday, June 07, 2001 10:16 AM
To: 'bchaiken@stis.com'
Cc: White, Nancy ; Finlen, Patrick
Subject: Arbitration Issues

Brian,

Per my notes, there were originally 66 arbitration issues. I show 10 of those as being withdrawn during issue identification. Those are 6, 30, 36, 37, 43, 50, 54, 56, 58 and 64. During the June 6 meeting we discussed 24 unresolved issues (in addition to the 24 issues I am referencing, we also discussed and withdrew issue 64, but as we had previously withdrawn it, I am not considering it as part of our meeting yesterday). Of the 24 unresolved issues we discussed, we resolved or withdrew three additional issues, namely, issues 2, 3 and 39. That leaves 32 arbitration issues that Supra will not discuss until it receives network information. Does this line up with your notes and/or recollection?

Parkey Jordan
404-335-0794

EXHIBIT

B

White, Nancy

From: Chaiken, Brian [BChaiken@STIS.com]
Sent: Sunday, September 23, 2001 11:12 AM
To: Twomey Esq., Mike; White, Nancy ; Jordan, Parkey
Cc: Nilson, Dave; Ramos, Kay; Turner, Paul
Subject: Stipulation for Settlement of Issues



Stipulation for
Settlement of

<<Stipulation for Settlement of Issues.doc>>

attached is our proposed settlement of the issues discussed at mediation last week. we intend to use our best efforts to work with you to get this to the commission by tuesday. let us know what we can do to try to accomplish this. thanks.

Brian Chaiken, Esq.
General Counsel
Supra Telecommunications &
Information Systems, Inc.
2620 S.W. 27th Ave.
Miami, Florida 33133-3001
Phone: 305/476-4248
Fax: 305/443-1078

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EXHIBIT B

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Arbitration of the Interconnection)
Agreement Between BellSouth Telecommunications,) Docket No. 001305-TP
Inc. and Supra Telecommunications & Information)
System, Inc., Pursuant to Section 252(b) of the) Filed: September 24,
Telecommunications Act of 1996.) 2001
_____)

STIPULATED SETTLEMENT OF ISSUES

BellSouth Telecommunications, Inc. ("BellSouth") and Supra Telecommunications and Information Systems, Inc. ("Supra"), hereby file their Stipulated Settlement of Issues, and states the following:

BellSouth and Supra have, through the course of mediation, resolved the following issues in the following manner:

Issues 2 and 6: Closed. The language in the parties' current agreement shall be used to resolve issue 2. Issue 6 had been incorporated into another issue.

Issue 7: Which end user line charges, if any, should Supra be required to pay BellSouth?

The parties agree to the language in JAR-1 as a partial settlement of this issue. The parties agree to include language regarding EUCL, CCLCs, Access Charges, RIC and TIC when Supra purchases UNEs in combinations.

Specifically:

- A. Resale -- Language is being prepared to state that to end confusion between various FCC Orders, the contract will acknowledge that the EUCL

and SLC charges documented by various FCC orders are the same charge.

For resold lines BellSouth will charge Supra EUCL charges.

- B. LNP -- JAR-1 language will be used. Language previously submitted by BellSouth As Attachment 1, Section 3.25 is either deleted or made identical to JAR-1, which comes from BellSouth Attachment 1 Section 3.21. The word PNP will be changed to LNP.
- C. UNE or UNE Combinations. -- A Statement of "BellSouth shall not charge Supra EUCL (SLC) for any UNE ordered alone or in combination." Shall be added to the UNE section of the Agreement.

Issue 9: What should be the definition of ALEC?

The parties agree that there shall be a definition of ALEC as:

"The definition of ALEC is per Florida Statute."

Issue 17: Should Supra be allowed to engage in "truthful" comparative advertising using BellSouth's name and marks? If so, what should be the limits of that advertising, if any?

Supra accepts the language in the Mpower Agreement which states:

No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Unless otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising.

Issue 18: What are the appropriate rates for the following services, items or elements set for in the proposed Interconnection Agreement?

- (A) Resale
- (B) Network Elements
- (C) Interconnection
- (D) Collocation
- (E) LNP/INP
- (F) Billing Records
- (G) Other

The parties agree to the following language:

a. The rate BellSouth will charge for Resale is the FPSC approved discount rate set for residential and business services, where appropriate.

b. The rates BellSouth will charge for Unbundled Network Elements and Combinations thereof, LNP, INP and Interconnection, will be those set forth in the FPSC May 25, 2001 Order (PSC - 01-0804-FOF-TP) in the Florida Generic UNE Docket 990649 -TP into the follow-on agreement. For those network elements for which the Generic UNE Docket did not establish a rate, the parties agree to use BellSouth's proposed rates from the SCAT in BellSouth's 271 filing in FPSC Dockets 960786A-TL and 960786B-TL as interim rates subject to the following:

(1) for those elements which are non-usage based, once the FPSC approves the rate for such, the interim rates will be subject to true up. This means that the

parties will retroactively apply the FPSC approved rate and account for and pay the difference, if any, to the proper party.

(2) For those elements which are usage based, once the FPSC approves the rate for such, the FPSC approved rates will replace the interim rates, without true up.

c. The rates BellSouth will charge for Line Sharing will be those the FPSC established in the Generic UNE Docket 990649-TP.

d. The rates set forth for Collocation will be as follows: (1) the cost-based rates established in FPSC Orders 980604 and 980810 shall apply on an interim basis. Once the FPSC establishes a final order for cost-based rates in its collocation pricing docket, or the SCAT rates in Dockets 960786A-TL and 960786B-TL are determined to be cost based by the FPSC (whichever comes first), the collocation rates in that final order will replace the interim rates on a permanent basis.

e. BellSouth will also provide its market-based rates for elements and/or services which it has no obligation to provide at cost-based rates, those being Operator Services, Directory Assistance and the port charge for local switching for UNE-P lines where customers in the 50 largest MSAs have 4 lines or more.

REMAINING OPEN ISSUE: BellSouth seeks to charge Supra for each electronically (\$3.50) and manually (\$19.99) submitted local service request (LSR) through LENS, EDI, EDI-PC or TAG. Supra disputes BellSouth's right to charge Supra any additional charge for the submission of LSRs.

Issue 26: Under what rates, terms and conditions may Supra Telecom purchase network elements or combinations to replace services currently purchased from BellSouth tariffs?

The parties agree that the rates, terms and conditions previously ordered by the FPSC in Docket 990649-TP will be incorporated in their entirety in the follow-on agreement.

BellSouth agreed to propose language regarding how BellSouth would treat a Supra Bona Fide Request for an element or combination which had previously been requested by a third party.

Supra agrees to adopt the language in BS's proposal in Ruscilli Direct Testimony, Exhibit JAR-1 pages 8-11 (actually within the Issue 23 text of JAR-1) regarding Special Access Service Conversions as documented below:

Special Access Service Conversions

Supra may not convert special access services to combinations of loop and transport network elements, whether or not Supra self-provides its entrance facilities (or obtains entrance facilities from a third party), unless Supra uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. If Supra does use special access services to provide a significant amount of local exchange service, Supra may convert such special access services to EELS, using either a spreadsheet or an LSR. To the extent that Supra requests to convert any special access services to combinations of loop and transport network elements at UNE prices, Supra shall provide to BellSouth a letter certifying that Supra is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option Supra seeks to qualify for conversion of special access circuits. Supra shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

Supra certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at

Supra's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, Supra is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. Supra can then use the loop-transport Combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or

Supra certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. The loop-transport combination must terminate at Supra's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or

Supra certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DSI circuits must meet this criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. Supra does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

In addition, there may be extraordinary circumstances where Supra is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 5.3.7.1. In such case, Supra may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon Supra's request the Parties shall amend this Agreement to the extent necessary to incorporate the t e m of such waiver for such extraordinary circumstance.

BellSouth may at its sole discretion conduct a limited audit of Supra records in order, to the extent reasonably necessary, to verify Supra's compliance with the local usage requirements.. The audit shall be conducted by a third party independent auditor, and Supra shall be given thirty days written notice of scheduled audit. Such audit shall occur no

more than one time in a calendar year. Such audits shall be conducted in accordance with Applicable Law. If, based on its audits, BellSouth concludes that Supra is not providing a significant amount of local exchange over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate adjudicative body, pursuant to the dispute resolution process as set forth in the Interconnection Agreement.

Supra may convert special access circuits to combinations of loop and transport UNEs pursuant to the terms of this Section and subject to the termination provisions in the applicable special access tariffs, if any.

Rates

Subject to Section 5.3.2 and 5.3.3 preceding, the non-recurring and recurring rates for the Existing Combinations set forth in Section 5.3.4 and other Existing Combinations of network elements will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Attachment 1 of this Agreement.

Multiplexing

Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided at the rates and on the terms set forth in this Agreement.

The non-recurring and recurring rates for the Other Network Element Combinations that are Currently Combined will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Attachment 1 this Agreement.

Issue 27: Should there be a single point of interconnection within the LATA for the mutual exchange of traffic? If so, how should the single point be determined?

BellSouth clarified that its position has been that Supra must establish interconnection not to each LATA, but to each rate center (defined in Florida as Exchange). BellSouth has agreed to propose new language eliminating that requirement

until the traffic being exchanged in a rate center (exchange) exceeds 8 million (specific figure to be offered) minutes per month (a DS3 worth of Traffic).

Supra proposed the following language, taken from Ruscilli's Direct testimony, Exhibit JAR-1:

The Parties shall interconnect their networks utilizing one of the following methods in accordance with the provisions set forth in this Attachment 3.

Interconnection by one Party at the premises of the other Party.

BellSouth shall provide collocation to Supra Telecom pursuant to the terms set forth in Attachment 4 of this Agreement, incorporated herein by this reference. Supra Telecom may, at its option, purchase such collocation at the rates, terms, and conditions set forth in Attachment 4 of this Agreement, incorporated herein by this reference.

Leased Facilities - where the Party requesting interconnection utilizes the facilities offered by the other Party. Such leased facilities shall be provided at the rates, terms, and conditions set forth in this Attachment 3. At Supra Telecom's request, it may lease separate facilities for the sole purpose of delivering undipped 8YY traffic from Supra Telecom's end users to BellSouth's Switching Services Port ("SSP) for dipping into BellSouth's toll free database.

Third Party Facilities - where the Party requesting interconnection utilizes the facilities provided by a source other than the Parties to this Agreement. The Party utilizing this option shall comply with industry standards to maintain network integrity and will be solely responsible for any charges or fees assessed by the third party for use of its facilities.

Commercial Intra-building Interconnection - where both Parties have constructed broadband facilities into a commercial building (i.e., a building that is not a telephone central office) and agree to establish a Point of Interface at such location utilizing intra-building cable.

"Fiber Meet" is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface), at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e., Point of Interface). A Fiber Meet shall be an arrangement as set forth in Section 2.9 of this Attachment 3.

Any other method determined to be technically feasible and requested by Supra Telecom shall be done pursuant to the process defined in Attachment 10 of this Agreement, incorporated herein by this reference.

Local Tandem Interconnection. This interconnection arrangement allows Supra Telecom to establish a Point of Interconnection at BellSouth local tandems for: (1) the delivery of Supra Telecom-originated local traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's General Subscriber Services Tariff, Section A3 served by those BellSouth local tandems; and (2) for local transit traffic transported by BellSouth for third party network providers who have also established Points of Interconnection at those BellSouth local tandems.

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

Notwithstanding establishing Points of Interconnection to BellSouth's local tandems, Supra Telecom must also establish a Point of Interconnection to a BellSouth access tandem within the LATA on which Supra Telecom has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access ("SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth cannot switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion

(Type 2A CMRS interconnection is defined in BellSouth's General Subscriber Services Tariff, Section A35.)

BellSouth's provisioning of local tandem interconnection assumes that Supra Telecom has the necessary local interconnection arrangement with the other third party network providers subtending those local tandems as required by the Act.

Fiber Meet If Supra Telecom elects to establish a Point of Interconnection with BellSouth pursuant to a Fiber Meet, Supra Telecom and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of local traffic via a Local Channel facility at either the DSO, DS1, or DS3 level and shall be ordered via an Access Services Request ("ASR) in the initial phase of this offering. The Parties shall work jointly to determine the specific transmission system. The parties will work cooperatively to establish joint access to transmission overhead signals and commands for such facilities and software. However, Supra Telecom's SONET transmission must be compatible with BellSouth's equipment in the serving wire center. The Parties will work cooperatively in the selection of compatible transmission equipment and software. Fiber Meet will be used for the provision of two-way trunking unless otherwise agreed to by the Parties.

BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Serving Wire Center ("BSWC").

Supra Telecom shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Supra Telecom Serving Wire Center ("ASWC"),

The parties shall mutually agree upon a Point of Interface as a Fiber Meet point and shall make all necessary preparations to receive and to allow and enable delivery of fiber optic facilities into the Point of Interface with sufficient spare length to reach the Point of Interface. A Common Language Location Identification ("CLLI") code will be established for each Point of Interface. The code established must be a building type code. All orders shall originate from the Point of Interface (Le., Point of Interface to Supra Telecom, Point of Interface to BellSouth).

The Parties shall deliver and maintain their own strands wholly at their own expense. Upon verbal request by either Party, the other Party shall allow access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system. Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.

Neither Party shall charge the other for its portion interconnection facilities facility between the parties used exclusively for the other Party's local traffic (i.e., the Local Channel).

BellSouth agreed to review Supras changes, indicating that at the least, language excluding transit traffic will have to be added to the final paragraph. BellSouth has agreed to supply Supra with additional language for the LATA wide exchange of traffic as local traffic subject to reciprocal compensation, eliminating the current language specifying switched access rates for intraLATA exchange. The language BellSouth previously proposed as Attachment 3, Section 5.45 shall be modified to be reciprocal to both BellSouth and Supra. BellSouth's response on these issues is expected Monday September 24. A conference between the parties will discuss this issue Monday September 24, 2001.

Issue 28: What terms and conditions and separate rates, if any, should apply for Supra Telecom to gain access to and use BellSouth's facilities to serve multi-tenant environments?

The parties agree to comply with FPSC Order in Docket 990649-TP regarding rates terms and conditions for this issue. To avoid future disputes, the parties' seek a testable definition for the following terms for purposes of clarity:

“high rise” premises

“garden apartment” and/ or

“low rise” premises

or any other category of multi-tenant premises used to define rates, terms and conditions of Supra's access to multi tenant premises .not described by "high rise apartment" or "garden apartment".

Supra seeks specific language to ensure that the non-recurring cost to install the access panels will be charged in a manner that precludes BellSouth from collecting access panel installation cost from Supra if said installation cost for the terminal pair in use has already been paid by Supra or another ALEC previously.

Finally, the parties wish to designate a specific time for BellSouth to wire a cross connect in a pre-existing access panels in "high rise apartments." Supra contends it should take no more than 24 hours. BellSouth contends 5 days is the only interval specified in 990649-TP. However, 990649-TP does not speak to any difference between the time it takes to wire a simple cross connect, and the time it takes to install and pre-wire a complete garden apartment access panel for the first time.

Issue 31: Should BellSouth be allowed to aggregate lines provided to multiple locations of a single customer to restrict Supra Telecom's ability to purchase local circuit switching at UNE rates to serve any of the lines of that customer?

The parties agree to the language contained in the FPSC's staff recommended Order 01-1402-FOF-TP, wherein it stated:

BellSouth will not be allowed to aggregate lines provided to multiple locations of a single customer, within the same MSA, to restrict AT&T's ability to purchase local switching at UNE rates to serve any of the lines of that customer.

Issue 34: What coordinated cut-over process should be implemented to ensure accurate, reliable and timely cut-overs when a customer changes local service from BellSouth to Supra Telecom

BellSouth believes Supra's concerns are already embodied in the agreement being finalized with AT&T, and that testimony by Kephart represents BellSouth's position at the beginning of the AT&T arbitration. Exhibit JAR-1 language is in support of Supra's position but is not specific, or detailed. BellSouth has agreed to provide new language by Monday September 24, 2001 incorporating steps for coordination of switch, LNP translations with loop cutover so as to minimize customer outages.

Also language specific to UNE combinations shall be provided.

Issue 35: Is conducting a statewide investigation of criminal history records for each Supra Telecom employee or agent being considered to work on a BellSouth premises a security measure that BellSouth may impose on Supra Telecom?

The parties agree to the language ordered by the FPSC in Docket 000731 between AT&T and BellSouth on this issue. Such language to be supplied to Supra by BellSouth on Monday, September 24, 2001.

Issue 40: Should Standard Message Desk Interface-Enhanced ("SMDI-E"), Inter-Switch Voice Messaging Service ("IVMS") and any other corresponding signaling associated with voice mail messaging be included within the cost of the

UNE switching port? If not, what are the appropriate charges, if any?

The parties agree that BellSouth will not charge Supra for SMDI-E with ISVM signaling delivered to a Connecting Facility Assignment ("CFA") within the BellSouth Central Office when Supra is purchasing UNE Combinations.

The only issue is the rate, if any, Supra would pay for SMDI-E with ISVM when Supra purchases service as resale. BellSouth is expected to announce its position on this remaining issue by Monday, September 24, 2001.

Issue 41: Should BellSouth be required to provide Supra Telecom the right to audit BellSouth's books and records in order to confirm the accuracy of BellSouth's bills?

The parties have tentatively agreed upon the Language from Ruscilli Direct Testimony, Exhibit JAR-1. Supra has proposed the following single underlined change.

Audits and Inspections

For carrier billing purposes, the Parties have agreed pursuant to Section 12 of Attachment 6, to create a process for pre-bill certification. Until such time as that process is in place, the audit process provided in this Section 12 shall apply.

Subject to BellSouth's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, Supra Telecom may audit BellSouth's books, records and other documents once in each Contract Year for the purpose of evaluating the accuracy of BellSouth's billing and invoicing; such audit to be conducted in accordance with Generally Accepted Auditing Standards. Supra Telecom may request to review any documents or records legitimately related to its billing regardless of whether or not Supra Telecom may have received such documentation or records previously. Supra Telecom may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to BellSouth. BellSouth shall promptly correct any billing

error that is revealed in an audit, including making refund of any overpayment by Supra Telecom in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the dispute resolution procedures described in Section 16 of the General Terms and Conditions of this Agreement.

BellSouth shall cooperate fully in any such audit, providing reasonable access to any and all appropriate BellSouth employees and books, records and other documents reasonably necessary to assess the accuracy of BellSouth's bills.

Supra Telecom may audit BellSouth's books, records and documents more than once during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in BellSouth's favor with an aggregate value of at least two percent (2%) of the amounts payable by Supra Telecom for Services and Elements or Combinations provided during the period covered by the audit.

Audits shall be at Supra Telecom's expense, subject to reimbursement by BellSouth in the event that an audit finds an adjustment in the charges or in any invoice paid or payable by Supra Telecom hereunder by an amount that is, on an annualized basis, greater than two percent (2%) of the aggregate charges for the Services and Elements during the period covered by the audit.

Upon (i) the discovery by BellSouth of overcharges not previously reimbursed to Supra Telecom or (ii) the resolution of disputed audits, BellSouth shall promptly reimburse Supra Telecom the amount of any overpayment times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date of overpayment to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges. Subject to reasonable security requirements, either Party may audit the books, records and other documents of the other for the purpose of evaluating usage pertaining to transport and termination of local traffic. Where such usage data is being transmitted through CABS, the audit shall be conducted in accordance with CABS or other applicable requirements approved by the appropriate State Commission. If data is not being transferred via CABS, either Party may request an audit for such purpose once each Contract Year. Either Party may employ other persons or firms for this purpose. Any such audit shall take place no later than thirty (30) days after notice thereof to the other Party.

Either Party shall promptly correct any reported usage error that is revealed in an audit, including making payment of any underpayment after the Parties have agreed upon the accuracy of the audit results. Any

Disputes concerning audit results shall be resolved pursuant to the dispute resolution procedures described in Section 16 of the General Terms and Conditions of this Agreement.

The Parties shall cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the usage pertaining to transport and terminating of local traffic.

BellSouth was unable to supply an answer during mediation, and Supra expects BellSouth's response Monday, September 24, 2001.

Issue 44: What are the appropriate criteria under which rates, terms or conditions may be adopted from other filed and approved interconnection agreements? What should be the effective date of such an adoption?

The parties have agreed to the language as set forth in Exhibit JAR-1, pg. 24-5 on this issue.

BellSouth shall make available and Supra Telecom may elect to adopt pursuant to 47 U.S.C. 5 252 and the FCC rules and regulations regarding such availability any interconnection, service, or network element provided under an agreement approved pursuant to 47 U.S.C. 8 252. The adopted interconnection, service, or network element shall apply to the same states as such other agreement and for the identical term of such other agreement.

Supra Telecom may exercise this option by delivering written notice to BellSouth, which may include a proposed amendment to this Agreement to incorporate the prices, terms and conditions, in whole or in part found in the other agreement. The Parties shall amend this Agreement pursuant to this Section within thirty (30) days after the date of such request; provided, however that in the event of a dispute between the Parties regarding the requested adoption, the Parties shall follow the Dispute Resolution Process set forth in this Agreement and the terms of such amendment as ultimately determined through such Dispute Resolution Process shall be deemed effective thirty (30) days following the date of such request.

Issue 45: Should BellSouth be required to post on its Web site all BellSouth interconnection agreements with third parties? If so, when?

The parties agree to the following language:

BellSouth will post on its website in a downloadable form, all Interconnection agreements it is a party to within five (5) days of the issuance of the Commissions Order approving the agreement.

Issue 48: Is BellSouth obligated to provide Supra Telecom with billing records? If so, which records should be provided and in what format?

Supra proposed language to resolve this issue. BellSouth indicated that it wanted to make sure the language didn't bind them to provide records that were not appropriate for the call type being recorded. As such, Supra has modified its suggested language to cover BellSouth's concern (underlined).

BellSouth shall provide Supra with billing records in compliance with EMI specifications, which include all EMI standard records and fields applicable to that call type, as requested by Supra. All such billing records shall be delivered to Supra in CABS format.

The above agreement shall apply to UNEs and combinations. It will also apply to resale, however for resale Supra must order EODUF records, instead of standard ODUF, in order to get full information as specified. Such records shall be supplied at no additional charge to Supra.

Supra requested that the agreement memorialize the specific records and fields requested by Supra. Supra identified all applicable records and fields be supplied to Supra. No records shall be filtered out.

Issue 52: For purposes of the Interconnection Agreement between Supra Telecom and BellSouth, should the resale discount apply to all telecommunication services BellSouth provides to end users, regardless of the tariff in which the service is contained?

The parties agree that the Resale Discount shall apply to all retail telecommunications services as defined in 47 CFR Sec. 51.607, i.e. the definition of retail as being "telecommunications services sold to end users who are not telecommunications carriers" except as specifically provided otherwise in FCC Orders and /or rules. Such discount shall be applied to retail telecommunications services regardless of the Tariff in which they are offered. A specific list of exceptions is set forth in Exhibit # 1 (from BellSouth's previously proposed language, Attachment 1, pg. 18, Exhibit B).

Issue 53: How should the demarcation points for UNEs be determined?

Supra has previously (6/15/2001 GTC redline) proposed language on this issue. During mediation, discussion surrounded the two underlined sections added to the GTC redline from the previous (10/5/2001) agreement. Supra has modified that per mediation discussions and offers the following language:

Unbundled Network Elements

- 30.1 BellSouth shall offer Network Elements to SUPRA on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement.

- 30.2 BellSouth will permit SUPRA to interconnect SUPRA's facilities or facilities provided by SUPRA or by third Parties with each of BellSouth's unbundled Network Elements at any point designated by SUPRA that is technically feasible.
BellSouth will deliver to SUPRA's Served Premises any interface that is technically feasible. SUPRA, at its option, may designate other interfaces through the Bona Fide Request process delineated in Attachment XX.
- 30.4 SUPRA may use one or more Network Elements to provide any feature, function, or service option that such Network Element is capable of providing or any feature, function, or service option that is described in the technical references identified herein.
- 30.5 BellSouth shall offer, subject only to specific restrictions as set forth by the FCC in its rules and orders, each Network Element individually and in combination, in the manner requested by Supra, with any other Network Element or Network Elements in order to permit Supra to provide Telecommunications Services to its Customers subject to the provisions of Section 1A of the General Terms and Conditions of this Agreement.
- 30.6 For each Network Element, BellSouth shall provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panel or a Main Distribution Frame) and, if necessary, access to such demarcation point, which SUPRA agrees is suitable. However, where BellSouth provides contiguous Network Elements to SUPRA, BellSouth may provide the existing interconnections and no demarcation point shall exist between such contiguous Network Elements.

BellSouth wants to add a section regarding the point of demarc for collocation itself to be the edge of the collocation space. Supra's proposal above deals with BellSouth's further desire to supply limiting language for the underlined sections of Supra's 6/15/2001 GTC language, as proscribed by FCC rules. BellSouth's changes are expected Monday September 24.

Issue 57: Should BellSouth be required to provide downloads of RSAG, LFACS, PSIMS and PIC databases without license agreements and without charge?

PSIMS/ PIC - Issue Closed

Supra accepts the following language from Ruscilli's Direct testimony, Exhibit JAR-1. For some unknown reason this language is in the versions of JAR-1 served on Supra, but not in the version posted by the Florida Public Service Commission on their website:

Product and Service Management System ("PSIMS"). BellSouth shall provide Supra, on a monthly basis, a flat fee extraction of PSIMS, which includes PIC availability as well as a list of functions available on an end office-by-end office basis, via CONNECT:Direct Service. There is no charge for obtaining the PSIMS file in this manner.

RSAG Download - Issue is narrowed

BellSouth has agreed to provide Supra a download of RSAG, subject to certain "rates, terms and conditions." The license agreement and its "rates, terms and conditions" are the only remaining issues on the RSAG download.

LFACS - Issue unchanged, but under investigation.

Based upon depositions of Kephart and Ruscilli, Supra learned that BellSouth is providing loop makeup information to other ALECs via LENS (Kephart, Pate), and that Supra cannot receive this information because Supra's OSS profile at BellSouth precludes this access (Pate). BellSouth has agreed to research this issue and determine if Supra may gain full access to LFACS in this manner as indicated by both Pate and Kephart in their depositions, or whether the access provided is limited to just ADSL loop qualification information. BellSouth would provide this access to Supra as well.

Issue 59: Should Supra Telecom be required to pay for expedited service when BellSouth provides services after the offered expedited date, but prior to BellSouth's standard interval?

Unresolved.

Issue 62: Should BellSouth be required to provide completion notices for manual orders for the purposes of the interconnection agreement

Unresolved.

WHEREFORE, based on the foregoing, BellSouth and Supra move the Commission to approve the proposed language as set forth hereinabove to be incorporated in the parties' Follow On Interconnection Agreement.

Respectfully submitted this ___ day of September 2001.

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Exhibits

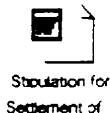
Exhibit # 1 BellSouth's previously proposed language, Attachment 1, pg. 18, Exhibit B

EXHIBIT

C

White, Nancy

From: Chaiken, Brian [BChaiken@STIS.com]
Sent: Sunday, September 23, 2001 12:02 PM
To: Twomey Esq., Mike; White, Nancy ; Jordan, Parkey
Cc: Nilson, Dave; Ramos, Kay; Turner, Paul
Subject: Stipulation for Settlement of Issues



<<Stipulation for Settlement of Issues.doc>>

this is an updated version adding issues 19 and 21.

Brian Chaiken, Esq.
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EXHIBIT C

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Arbitration of the Interconnection)
Agreement Between BellSouth Telecommunications,) Docket No. 001305-TP
Inc. and Supra Telecommunications & Information)
System, Inc., Pursuant to Section 252(b) of the) Filed: September 24,
Telecommunications Act of 1996.) 2001
_____)

STIPULATED SETTLEMENT OF ISSUES

BellSouth Telecommunications, Inc. (“BellSouth”) and Supra Telecommunications and Information Systems, Inc. (“Supra”), hereby file their Stipulated Settlement of Issues, and states the following:

BellSouth and Supra have, through the course of mediation, resolved the following issues in the following manner:

Issues 2 and 6: Closed. The language in the parties’ current agreement shall be used to resolve issue 2. Issue 6 had been incorporated into another issue.

Issue 7: Which end user line charges, if any, should Supra be required to pay BellSouth?

The parties agree to the language in JAR-1 as a partial settlement of this issue. The parties agree to include language regarding EUCL, CCLCs, Access Charges, RIC and TIC when Supra purchases UNEs in combinations.

Specifically:

- A. Resale -- Language is being prepared to state that to end confusion between various FCC Orders, the contract will acknowledge that the EUCL

and SLC charges documented by various FCC orders are the same charge.

For resold lines BellSouth will charge Supra EUCL charges.

- B. LNP -- JAR-1 language will be used. Language previously submitted by BellSouth As Attachment 1, Section 3.25 is either deleted or made identical to JAR-1, which comes from BellSouth Attachment 1 Section 3.21. The word PNP will be changed to LNP.
- C. UNE or UNE Combinations. -- A Statement of "BellSouth shall not charge Supra EUCL (SLC) for any UNE ordered alone or in combination." Shall be added to the UNE section of the Agreement.

Issue 9: What should be the definition of ALEC?

The parties agree that there shall be a definition of ALEC as:

"The definition of ALEC is per Florida Statute."

Issue 17: Should Supra be allowed to engage in "truthful" comparative advertising using BellSouth's name and marks? If so, what should be the limits of that advertising, if any?

Supra accepts the language in the Mpower Agreement which states:

No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Unless otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising.

Issue 18: What are the appropriate rates for the following services, items or elements set for in the proposed Interconnection Agreement?

- (A) Resale
- (B) Network Elements
- (C) Interconnection
- (D) Collocation
- (E) LNP/INr
- (F) Billing Records
- (G) Other

The parties agree to the following language:

a. The rate BellSouth will charge for Resale is the FPSC approved discount rate set for residential and business services, where appropriate.

b. The rates BellSouth will charge for Unbundled Network Elements and Combinations thereof, LNP, INP and Interconnection, will be those set forth in the FPSC May 25, 2001 Order (PSC - 01-0804-FOF-TP) in the Florida Generic UNE Docket 990649 -TP into the follow-on agreement. For those network elements for which the Generic UNE Docket did not establish a rate, the parties agree to use BellSouth's proposed rates from the SCAT in BellSouth's 271 filing in FPSC Dockets 960786A-TL and 960786B-TL as interim rates subject to the following:

(1) for those elements which are non-usage based, once the FPSC approves the rate for such, the interim rates will be subject to true up. This means that the

parties will retroactively apply the FPSC approved rate and account for and pay the difference, if any, to the proper party.

(2) For those elements which are usage based, once the FPSC approves the rate for such, the FPSC approved rates will replace the interim rates, without true up.

c. The rates BellSouth will charge for Line Sharing will be those the FPSC established in the Generic UNE Docket 990649-TP.

d. The rates set forth for Collocation will be as follows: (1) the cost-based rates established in FPSC Orders PSC-98-0604-FOF-TP and PSC-98-0810-FOF-TP shall apply on an interim basis. Once the FPSC establishes a final order for cost-based rates in its collocation pricing docket, or the SCAT rates in Dockets 960786A-TL and 960786B-TL are determined to be cost based by the FPSC (whichever comes first), the collocation rates in that final order will replace the interim rates on a permanent basis.

e. BellSouth will also provide its market-based rates for elements and/or services which it has no obligation to provide at cost-based rates, those being Operator Services, Directory Assistance and the port charge for local switching for UNE-P lines where customers in the 50 largest MSAs have 4 lines or more.

REMAINING OPEN ISSUE: BellSouth seeks to charge Supra for each electronically (\$3.50) and manually (\$19.99) submitted local service request (LSR) through LENS, EDI, EDI-PC or TAG. Supra disputes BellSouth's right to charge Supra any additional charge for the submission of LSRs.

Issue 19: Should calls to Internet Service Providers be treated as local traffic for the purposes of reciprocal compensation?

The parties have agreed to implement the FCC order 01-131, including the interim rate cap, in the follow on agreement. Supra had proposed that the following FCC rules on the Interim compensation rules and caps be specifically included:

The basic structure of this transition is as follows:

* Beginning on the effective date of this Order, and continuing for six months(July 1, 2001 to January 1, 2002) , intercarrier compensation for ISP-bound traffic will be capped at a rate of \$.0015/minute-of-use (mou). Starting in the seventh month, (January 2, 2002 to July 1, 2003) and continuing for eighteen months, the rate will be capped at \$.0010/mou. Starting in the twenty-fifth month, (July 2, 2003 thru July 2004) and continuing through the thirty-sixth month or until further Commission action (whichever is later), the rate will be capped at \$.0007/mou. Any additional costs incurred must be recovered from end-users. These rates reflect the downward trend in intercarrier compensation rates contained in recently negotiated interconnection agreements, suggesting that they are sufficient to provide a reasonable transition from dependence on intercarrier payments while ensuring cost recovery.

* We also impose a cap on total ISP-bound minutes for which a local exchange carrier (LEC) may receive this compensation. For the year 2001, a LEC may receive compensation, pursuant to a particular interconnection agreement, for ISP-bound minutes up to a ceiling equal to, on an annualized basis, the number of ISP-bound minutes for which that LEC was entitled to compensation under that agreement during the first quarter of 2001, plus a ten percent growth factor. For 2002, a LEC may receive compensation for ISP-bound minutes up to a ceiling equal to the minutes for which it was entitled to compensation in 2001, plus another ten percent growth factor. In 2003, a LEC may receive compensation for ISP-bound minutes up to a ceiling equal to the 2002 ceiling. These caps are consistent with projections of the growth of dial-up Internet access for the first two years of the transition and are necessary to ensure that such growth does not undermine our goal of limiting intercarrier compensation and beginning a transition toward bill and keep. Growth above these caps should be based on a carrier's ability to provide efficient service, not on any incentive to collect intercarrier payments.

* Because the transitional rates are *caps* on intercarrier compensation, they have no effect to the extent that states have ordered LECs to exchange ISP-bound traffic either at rates below the caps or on a bill and keep basis (or otherwise have not required payment of compensation for this traffic). The rate

caps are designed to provide a transition toward bill and keep, and no transition is necessary for carriers already exchanging traffic at rates below the caps.

- In order to limit disputes and costly measures to identify ISP-bound traffic, we adopt a rebuttable presumption that traffic exchanged between LECs that exceeds a 3:1 ratio of terminating to originating traffic is ISP-bound traffic subject to the compensation mechanism set forth in this Order. This ratio is consistent with those adopted by state commissions to identify ISP or other convergent traffic that is subject to lower intercarrier compensation rates. Carriers that seek to rebut this presumption, by showing that traffic above the ratio is not ISP-bound traffic or, conversely, that traffic below the ratio is ISP-bound traffic, may seek appropriate relief from their state commissions pursuant to section 252 of the Act.

- Finally, the rate caps for ISP-bound traffic (or such lower rates as have been imposed by states commissions for the exchange of ISP-bound traffic) apply or, if an incumbent LEC offers to exchange all traffic subject to section 251(b)(5), at the same rate. An incumbent LEC that does not offer to exchange section 251(b)(5) traffic at these rates must exchange ISP-bound traffic at the state-approved or state-negotiated reciprocal compensation rates reflected in their contracts. The record fails to demonstrate that there are inherent differences between the costs of delivering a voice call to a local end-user and a data call to an ISP, thus the "mirroring" rule we adopt here requires that incumbent LECs pay the same rates for ISP-bound traffic that they receive for section 251(b)(5) traffic.

The parties agreed that the rules above did not represent actual contract language, and that BellSouth would provide language, and rate tables, implementing the above language.

BellSouth asked, and Supra agreed that the effective date of the implementation would be July 1, 2001 rather than the mid June publication date in the Federal Register. As such the dates above added by Supra have been amended to observe the July 1 date. As such the staged caps have been adjusted to the July 1 date. The yearly growth caps have not been so modified.

Supra proposes the following language be added to deal with compensation to Supra from BellSouth for any carrier that Supra may merge with or acquire outright:

Should Supra acquire or merge with a carrier that qualifies for reciprocal compensation pursuant to FCC Order 01-131, the parties agree that the lines from the merged or acquired carrier shall be treated separate from Supra's then-existing lines.

Issue 21: What does “currently combines” mean as that phrase is used in 47 C.F.R. §51.315(b)?

This issue is still unresolved, although it has been narrowed somewhat.

BellSouth agrees to provide conversions from BellSouth retail, ALEC resale, ALEC UNE Combination, or Soft Dialtone to Supra as UNE Combinations. BellSouth still refuses to provide new service via UNE combinations to premises outside the above definition.

Supra, without giving up its rights, has no ability to discern whether soft dialtone

is in existence at a given location. As such, both sides will be subject to unnecessary costs of customer acquisition, customer care, ordering, clarification, manual follow up, re-ordering as resale, followed by a second conversion of order to UNE combination, all ultimately leading to consumer dissatisfaction and increased costs for both sides.

To avoid these unnecessary and avoidable costs, Supra still believes its arguments in this matter are valid. However in the interest of resolving the matter, Supra is willing to consider waiting until the Supreme Court is heard on this matter, if a mechanism can be agreed upon to provide Supra with QuickService information in electronic format so that Supra's OSS systems may quickly know whether an order at a given address may be executed as UNE combination, or resale followed by a conversion to UNE combination. Supra believes that this will dramatically reduce costs for both sides.

Issue 26: Under what rates, terms and conditions may Supra Telecom purchase network elements or combinations to replace services currently purchased from BellSouth tariffs?

The parties agree that the rates, terms and conditions previously ordered by the FPSC in Docket 990649-TP will be incorporated in their entirety in the follow-on agreement.

BellSouth agreed to propose language regarding how BellSouth would treat a Supra Bona Fide Request for an element or combination which had previously been requested by a third party.

Supra agrees to adopt the language in BS's proposal in Ruscilli Direct Testimony, Exhibit JAR-1 pages 8-11 (actually within the Issue 23 text of JAR-1) regarding Special Access Service Conversions as documented below:

Special Access Service Conversions

Supra may not convert special access services to combinations of loop and transport network elements, whether or not Supra self-provides its entrance facilities (or obtains entrance facilities from a third party), unless Supra uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. If Supra does use special access services to provide a significant amount of local exchange service, Supra may convert such special access services to EELS, using either a spreadsheet or an LSR. To the extent that Supra requests to convert any special access services to combinations of loop and transport network elements at UNE prices, Supra shall provide to BellSouth a letter certifying that Supra is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option Supra seeks to qualify for conversion of special access circuits. Supra shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

Supra certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at Supra's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, Supra is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. Supra can then use the loop-transport Combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or

Supra certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. The loop-transport combination must terminate at Supra's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport

combinations to be connected to BellSouth tariffed services; or

Supra certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DSI circuits must meet this criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. Supra does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

In addition, there may be extraordinary circumstances where Supra is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 5.3.7.1. In such case, Supra may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon Supra's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

BellSouth may at its sole discretion conduct a limited audit of Supra records in order, to the extent reasonably necessary, to verify Supra's compliance with the local usage requirements. The audit shall be conducted by a third party independent auditor, and Supra shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year. Such audits shall be conducted in accordance with Applicable Law. If, based on its audits, BellSouth concludes that Supra is not providing a significant amount of local exchange over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate adjudicative body, pursuant to the dispute resolution process as set forth in the Interconnection Agreement.

Supra may convert special access circuits to combinations of loop and transport UNEs pursuant to the terms of this Section and subject to the termination provisions in the applicable special access tariffs, if any.

Rates

Subject to Section 5.3.2 and 5.3.3 preceding, the non-recurring and recurring rates for the Existing Combinations set forth in Section 5.3.4 and other Existing Combinations of network elements will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Attachment 1 of this Agreement.

Multiplexing

Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided at the rates and on the terms set forth in this Agreement.

The non-recurring and recurring rates for the Other Network Element Combinations that are Currently Combined will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Attachment 1 this Agreement.

Issue 27: Should there be a single point of interconnection within the LATA for the mutual exchange of traffic? If so, how should the single point be determined?

BellSouth clarified that its position has been that Supra must establish interconnection not to each LATA, but to each rate center (defined in Florida as Exchange). BellSouth has agreed to propose new language eliminating that requirement until the traffic being exchanged in a rate center (exchange) exceeds 8 million (specific figure to be offered) minutes per month (a DS3 worth of Traffic).

Supra proposed the following language, taken from Ruscilli's Direct testimony.

Exhibit JAR-1:

The Parties shall interconnect their networks utilizing one of the following methods in accordance with the provisions set forth in this Attachment 3.

Interconnection by one Party at the premises of the other Party.

BellSouth shall provide collocation to Supra Telecom pursuant to the terms set forth in Attachment 4 of this Agreement, incorporated herein by this reference. Supra Telecom may, at its option, purchase such

collocation at the rates, terms, and conditions set forth in Attachment 4 of this Agreement, incorporated herein by this reference.

Leased Facilities - where the Party requesting interconnection utilizes the facilities offered by the other Party. Such leased facilities shall be provided at the rates, terms, and conditions set forth in this Attachment 3. At Supra Telecom's request, it may lease separate facilities for the sole purpose of delivering undipped 8YY traffic from Supra Telecom's end users to BellSouth's Switching Services Port ("SSP) for dipping into BellSouth's toll free database.

Third Party Facilities - where the Party requesting interconnection utilizes the facilities provided by a source other than the Parties to this Agreement. The Party utilizing this option shall comply with industry standards to maintain network integrity and will be solely responsible for any charges or fees assessed by the third party for use of its facilities.

Commercial Intra-building Interconnection - where both Parties have constructed broadband facilities into a commercial building (i.e., a building that is not a telephone central office) and agree to establish a Point of Interface at such location utilizing intra-building cable.

"Fiber Meet" is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface), at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e., Point of Interface). A Fiber Meet shall be an arrangement as set forth in Section 2.9 of this Attachment 3.

Any other method determined to be technically feasible and requested by Supra Telecom shall be done pursuant to the process defined in Attachment 10 of this Agreement, incorporated herein by this reference.

Local Tandem Interconnection. This interconnection arrangement allows Supra Telecom to establish a Point of Interconnection at BellSouth local tandems for: (1) the delivery of Supra Telecom-originated local traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's General Subscriber Services Tariff, Section A3 served by those BellSouth local tandems; and (2) for local transit traffic transported by BellSouth for third party network providers who have also established Points of Interconnection at those BellSouth local tandems.

When a specified local calling area is served by more than one BellSouth local tandem, Supra Telecom must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Supra Telecom may choose to establish a Point of Interconnection at the BellSouth local

tandems where it has no codes homing but is not required to do so. Supra Telecom may deliver local traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where Supra Telecom does not choose to establish a Point of Interconnection. It is Supra Telecom's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Supra Telecom's codes. Likewise, Supra Telecom shall obtain its routing information from the LERG.

Notwithstanding establishing Points of Interconnection to BellSouth's local tandems, Supra Telecom must also establish a Point of Interconnection to a BellSouth access tandem within the LATA on which Supra Telecom has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access ("SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth cannot switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion

(Type 2A CMRS interconnection is defined in BellSouth's General Subscriber Services Tariff, Section A35.)

BellSouth's provisioning of local tandem interconnection assumes that Supra Telecom has the necessary local interconnection arrangement with the other third party network providers subtending those local tandems as required by the Act.

Fiber Meet If Supra Telecom elects to establish a Point of Interconnection with BellSouth pursuant to a Fiber Meet, Supra Telecom and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of local traffic via a Local Channel facility at either the DSO, DS1, or DS3 level and shall be ordered via an Access Services Request ("ASR) in the initial phase of this offering. The Parties shall work jointly to determine the specific transmission system. The parties will work cooperatively to establish joint access to transmission overhead signals and commands for such facilities and software. However, Supra Telecom's SONET transmission must be compatible with BellSouth's equipment in the serving wire center. The Parties will work cooperatively in the selection of compatible transmission equipment and software. Fiber Meet will be used for the provision of two- way trunking unless otherwise agreed to by the Parties.

BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Serving Wire Center ("BSWC").

Supra Telecom shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Supra Telecom Serving Wire Center ("ASWC"),

The parties shall mutually agree upon a Point of Interface as a Fiber Meet point and shall make all necessary preparations to receive and to allow and enable delivery of fiber optic facilities into the Point of Interface with sufficient spare length to reach the Point of Interface. A Common Language Location Identification ("CLLI") code will be established for each Point of Interface. The code established must be a building type code. All orders shall originate from the Point of Interface (Le., Point of Interface to Supra Telecom, Point of Interface to BellSouth).

The Parties shall deliver and maintain their own strands wholly at their own expense. Upon verbal request by either Party, the other Party shall allow access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system. Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.

Neither Party shall charge the other for its portion interconnection facilities facility between the parties used exclusively for the other Party's local traffic (i.e., the Local Channel).

BellSouth agreed to review Supras changes, indicating that at the least, language excluding transit traffic will have to be added to the final paragraph. BellSouth has agreed to supply Supra with additional language for the LATA wide exchange of traffic as local traffic subject to reciprocal compensation, eliminating the current language specifying switched access rates for intraLATA exchange. The language BellSouth previously proposed as Attachment 3, Section 5.45 shall be modified to be reciprocal to both BellSouth and Supra. BellSouth's response on these issues is expected Monday

September 24. A conference between the parties will discuss this issue Monday September 24, 2001.

Issue 28: What terms and conditions and separate rates, if any, should apply for Supra Telecom to gain access to and use BellSouth's facilities to serve multi-tenant environments?

The parties agree to comply with FPSC Order in Docket 990649-TP regarding rates terms and conditions for this issue. To avoid future disputes, the parties' seek a testable definition for the following terms for purposes of clarity:

"high rise" premises

"garden apartment" and/ or

"low rise" premises

or any other category of multi-tenant premises used to define rates, terms and conditions of Supra's access to multi tenant premises not described by "high rise apartment" or "garden apartment".

Supra seeks specific language to ensure that the non-recurring cost to install the access panels will be charged in a manner that precludes BellSouth from collecting access panel installation cost from Supra if said installation cost for the terminal pair in use has already been paid by Supra or another ALEC previously.

Finally, the parties wish to designate a specific time for BellSouth to wire a cross connect in a pre-existing access panels in "high rise apartments." Supra contends it

should take no more than 24 hours. BellSouth contends 5 days is the only interval specified in 990649-TP. However, 990649-TP does not speak to any difference between the time it takes to wire a simple cross connect, and the time it takes to install and pre-wire a complete garden apartment access panel for the first time.

Issue 31: Should BellSouth be allowed to aggregate lines provided to multiple locations of a single customer to restrict Supra Telecom's ability to purchase local circuit switching at UNE rates to serve any of the lines of that customer?

The parties agree to the language contained in the FPSC's staff recommended Order 01-1402-FOF-TP, wherein it stated:

BellSouth will not be allowed to aggregate lines provided to multiple locations of a single customer, within the same MSA, to restrict AT&T's ability to purchase local switching at UNE rates to serve any of the lines of that customer.

Issue 34: What coordinated cut-over process should be implemented to ensure accurate, reliable and timely cut-overs when a customer changes local service from BellSouth to Supra Telecom?

BellSouth believes Supra's concerns are already embodied in the agreement being finalized with AT&T, and that testimony by Kephart represents BellSouth's position at the beginning of the AT&T arbitration. Exhibit JAR-1 language is in support of Supra's position but is not specific, or detailed. BellSouth has agreed to provide new language by Monday September 24, 2001 incorporating steps for coordination of switch, LNP translations with loop cutover so as to minimize customer outages.

Also language specific to UNE combinations shall be provided.

Issue 35: Is conducting a statewide investigation of criminal history records for each Supra Telecom employee or agent being considered to work on a BellSouth premises a security measure that BellSouth may impose on Supra Telecom?

The parties agree to the language ordered by the FPSC in Docket 000731 between AT&T and BellSouth on this issue. Such language to be supplied to Supra by BellSouth on Monday, September 24, 2001.

Issue 40: Should Standard Message Desk Interface-Enhanced ("SMDI-E"), Inter-Switch Voice Messaging Service ("IVMS") and any other corresponding signaling associated with voice mail messaging be included within the cost of the UNE switching port? If not, what are the appropriate charges, if any?

The parties agree that BellSouth will not charge Supra for SMDI-E with ISVM signaling delivered to a Connecting Facility Assignment ("CFA") within the BellSouth Central Office when Supra is purchasing UNE Combinations.

The only issue is the rate, if any, Supra would pay for SMDI-E with ISVM when Supra purchases service as resale. BellSouth is expected to announce its position on this remaining issue by Monday, September 24, 2001.

Issue 41: Should BellSouth be required to provide Supra Telecom the right to

audit BellSouth's books and records in order to confirm the accuracy of BellSouth bills?

The parties have tentatively agreed upon the Language from Ruscilli Direct Testimony, Exhibit JAR-1. Supra has proposed the following single underlined change.

Audits and Inspections

For carrier billing purposes, the Parties have agreed pursuant to Section 12 of Attachment 6, to create a process for pre-bill certification. Until such time as that process is in place, the audit process provided in this Section 12 shall apply.

Subject to BellSouth's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, Supra Telecom may audit BellSouth's books, records and other documents once in each Contract Year for the purpose of evaluating the accuracy of BellSouth's billing and invoicing; such audit to be conducted in accordance with Generally Accepted Auditing Standards. Supra Telecom may request to review any documents or records legitimately related to its billing regardless of whether or not Supra Telecom may have received such documentation or records previously. Supra Telecom may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to BellSouth. BellSouth shall promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by Supra Telecom in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the dispute resolution procedures described in Section 16 of the General Terms and Conditions of this Agreement.

BellSouth shall cooperate fully in any such audit, providing reasonable access to any and all appropriate BellSouth employees and books, records and other documents reasonably necessary to assess the accuracy of BellSouth's bills.

Supra Telecom may audit BellSouth's books, records and documents more than once during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in BellSouth's favor with an aggregate value of at least two percent (2%) of the amounts payable by Supra Telecom for Services and Elements or Combinations provided during the period covered by the audit.

Audits shall be at Supra Telecom's expense, subject to reimbursement by BellSouth in the event that an audit finds an

adjustment in the charges or in any invoice paid or payable by Supra Telecom hereunder by an amount that is, on an annualized basis, greater than two percent (2%) of the aggregate charges for the Services and Elements during the period covered by the audit.

Upon (i) the discovery by BellSouth of overcharges not previously reimbursed to Supra Telecom or (ii) the resolution of disputed audits, BellSouth shall promptly reimburse Supra Telecom the amount of any overpayment times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date of overpayment to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges. Subject to reasonable security requirements, either Party may audit the books, records and other documents of the other for the purpose of evaluating usage pertaining to transport and termination of local traffic. Where such usage data is being transmitted through CABS, the audit shall be conducted in accordance with CABS or other applicable requirements approved by the appropriate State Commission. If data is not being transferred via CABS, either Party may request an audit for such purpose once each Contract Year. Either Party may employ other persons or firms for this purpose. Any such audit shall take place no later than thirty (30) days after notice thereof to the other Party.

Either Party shall promptly correct any reported usage error that is revealed in an audit, including making payment of any underpayment after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the dispute resolution procedures described in Section 16 of the General Terms and Conditions of this Agreement.

The Parties shall cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the usage pertaining to transport and terminating of local traffic.

BellSouth was unable to supply an answer during mediation, and Supra expects

BellSouth's response Monday, September 24, 2001.

Issue 44: What are the appropriate criteria under which rates, terms or conditions may be adopted from other filed and approved interconnection agreements? What should be the effective date of such an adoption?

The parties have agreed to the language as set forth in Exhibit JAR-1, pg. 24-5 on this issue.

BellSouth shall make available and Supra Telecom may elect to adopt pursuant to 47 U.S.C. 5 252 and the FCC rules and regulations regarding such availability any interconnection, service, or network element provided under an agreement approved pursuant to 47 U.S.C. 8 252. The adopted interconnection, service, or network element shall apply to the same states as such other agreement and for the identical term of such other agreement.

Supra Telecom may exercise this option by delivering written notice to BellSouth, which may include a proposed amendment to this Agreement to incorporate the prices, terms and conditions, in whole or in part found in the other agreement. The Parties shall amend this Agreement pursuant to this Section within thirty (30) days after the date of such request; provided, however that in the event of a dispute between the Parties regarding the requested adoption, the Parties shall follow the Dispute Resolution Process set forth in this Agreement and the terms of such amendment as ultimately determined through such Dispute Resolution Process shall be deemed effective thirty (30) days following the date of such request.

Issue 45: Should BellSouth be required to post on its Web site all BellSouth interconnection agreements with third parties? If so, when?

The parties agree to the following language:

BellSouth will post on its website in a downloadable form, all Interconnection agreements it is a party to within five (5) days of the issuance of the Commissions Order approving the agreement.

Issue 48: Is BellSouth obligated to provide Supra Telecom with billing records?

If so, which records should be provided and in what format?

Supra proposed language to resolve this issue. BellSouth indicated that it wanted to make sure the language didn't bind them to provide records that were not appropriate for the call type being recorded. As such, Supra has modified its suggested language to cover BellSouth's concern (underlined).

BellSouth shall provide Supra with billing records in compliance with EMI specifications, which include all EMI standard records and fields applicable to that call type, as requested by Supra. All such billing records shall be delivered to Supra in CABS format.

The above agreement shall apply to UNEs and combinations. It will also apply to resale, however for resale Supra must order EODUF records, instead of standard ODUF, in order to get full information as specified. Such records shall be supplied at no additional charge to Supra.

Supra requested that the agreement memorialize the specific records and fields requested by Supra. Supra identified all applicable records and fields be supplied to Supra. No records shall be filtered out.

Issue 52: For purposes of the Interconnection Agreement between Supra Telecom and BellSouth, should the resale discount apply to all telecommunication services BellSouth provides to end users, regardless of the tariff in which the service is contained?

The parties agree that the Resale Discount shall apply to all retail telecommunications services as defined in 47 CFR Sec. 51.607, i.e. the definition of retail

as being "telecommunications services sold to end users who are not telecommunications carriers" except as specifically provided otherwise in FCC Orders and /or rules. Such discount shall be applied to retail telecommunications services regardless of the Tariff in which they are offered. A specific list of exceptions is set forth in Exhibit # 1 (from BellSouth's previously proposed language, Attachment 1, pg. 18, Exhibit B).

Issue 53: How should the demarcation points for UNEs be determined?

Supra has previously (6/15/2001 GTC redline) proposed language on this issue. During mediation, discussion surrounded the two underlined sections added to the GTC redline from the previous (10/5/2001) agreement. Supra has modified that per mediation discussions and offers the following language:

Unbundled Network Elements

- 30.1 BellSouth shall offer Network Elements to SUPRA on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement.
- 30.2 BellSouth will permit SUPRA to interconnect SUPRA's facilities or facilities provided by SUPRA or by third Parties with each of BellSouth's unbundled Network Elements at any point designated by SUPRA that is technically feasible.
BellSouth will deliver to SUPRA's Served Premises any interface that is technically feasible. SUPRA, at its option, may designate other interfaces through the Bona Fide Request process delineated in Attachment XX.
- 30.4 SUPRA may use one or more Network Elements to provide any feature, function, or service option that such Network Element is capable of providing or any feature, function, or service option that is described in the technical references identified herein.
- 30.5 BellSouth shall offer, subject only to specific restrictions as set forth by the FCC in its rules and orders, each Network Element individually and in combination, in the manner requested by Supra, with any other Network Element or Network Elements in order to permit Supra to provide

Telecommunications Services to its Customers subject to the provisions of Section 1A of the General Terms and Conditions of this Agreement.

- 30.6 For each Network Element, BellSouth shall provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panel or a Main Distribution Frame) and, if necessary, access to such demarcation point, which SUPRA agrees is suitable. However, where BellSouth provides contiguous Network Elements to SUPRA, BellSouth may provide the existing interconnections and no demarcation point shall exist between such contiguous Network Elements.

BellSouth wants to add a section regarding the point of demarc for collocation itself to be the edge of the collocation space. Supra's proposal above deals with BellSouth's further desire to supply limiting language for the underlined sections of Supra's 6/15/2001 GTC language, as proscribed by FCC rules. BellSouth's changes are expected Monday September 24.

Issue 57: Should BellSouth be required to provide downloads of RSAG, LFACS, PSIMS and PIC databases without license agreements and without charge?

PSIMS/ PIC - Issue Closed

Supra accepts the following language from Ruscilli's Direct testimony, Exhibit JAR-1. For some unknown reason this language is in the versions of JAR-1 served on Supra, but not in the version posted by the Florida Public Service Commission on their website:

Product and Service Management System ("PSIMS"). BellSouth shall provide Supra, on a monthly basis, a flat file extraction of PSIMS, which includes PIC availability as well as a list of functions available on an end office-by-end office basis, via CONNECT:Direct Service. There is no charge for obtaining the PSIMS file in this manner.

RSAG Download - Issue is narrowed

BellSouth has agreed to provide Supra a download of RSAG, subject to certain "rates, terms and conditions." The license agreement and its "rates, terms and conditions" are the only remaining issues on the RSAG download.

LFACS - Issue unchanged, but under investigation.

Based upon depositions of Kephart and Ruscilli, Supra learned that BellSouth is providing loop makeup information to other ALECs via LENS (Kephart, Pate), and that Supra cannot receive this information because Supra's OSS profile at BellSouth precludes this access (Pate). BellSouth has agreed to research this issue and determine if Supra may gain full access to LFACS in this manner as indicated by both Pate and Kephart in their depositions, or whether the access provided is limited to just ADSL loop qualification information. BellSouth would provide this access to Supra as well.

Issue 59: Should Supra Telecom be required to pay for expedited service when BellSouth provides services after the offered expedited date, but prior to BellSouth's standard interval?

Unresolved.

Issue 62: Should BellSouth be required to provide completion notices for manual orders for the purposes of the interconnection agreement

Unresolved.

WHEREFORE, based on the foregoing, BellSouth and Supra move the Commission to approve the proposed language as set forth hereinabove to be incorporated in the parties' Follow On Interconnection Agreement.

Respectfully submitted this ___ day of September 2001.

BELLSOUTH TELECOMMUNICATIONS, INC.

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JAMES MEZA III
c/o Nancy Sims
150 South Monroe Street, Suite 400
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and

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SUPRA TELECOMMUNICATIONS AND
INFORMATION SYSTEMS, INC.

BRIAN CHAIKEN
2620 S. W. 27th Avenue
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(305) 476-4248

Exhibits

Exhibit # 1 BellSouth's previously proposed language, Attachment 1, pg. 18, Exhibit B

EXHIBIT

D

White, Nancy

From: Jordan. Parkey
Sent: Monday, September 24, 2001 1:24 PM
To: 'bchaiken@stis.com'
Cc: Follensbee, Greg, White, Nancy
Subject: Settlement Language



8%8\$01' DOC

Brian, attached is BellSouth's proposal for settlement of certain arbitration issues. The attachment includes language that the parties discussed last week as well as a couple of additional proposals for your consideration.

We have looked at the document you forwarded to us yesterday. We cannot agree to sign and submit this agreement to the commission. First, I do not think we can represent that any issue has been settled until both parties are in agreement as to the language that should be included in the contract. Second, I do not believe it is appropriate to file with the commission a stipulated settlement document that includes issues that are in fact not settled. Finally, the mediation discussions are intended to be confidential. To the extent that your document references discussions between the parties during the mediation, it is not appropriate to disclose those discussions to the commission.

I will be sending the rates to you in a separate e-mail for your review. We are ready to discuss these proposals with you at your convenience. We had planned to have a conference call this afternoon, but as you are just receiving the document, you likely will want some time to review it. We are available to meet either late this afternoon or first thing in the morning. Or, if you prefer, we can meet earlier this afternoon. Just let me know when you would like to schedule the conference call.

Parkey Jordan
404-335-0794

EXHIBIT D

PROPOSED LANGUAGE - SUPRA ARBITRATION ISSUES

ISSUE 2: WHAT IS THE SCOPE OF THE ABILITY TO USE THE OTHER PARTY'S CONFIDENTIAL INFORMATION THAT IS OBTAINED PURSUANT TO THIS INTERCONNECTION AGREEMENT?

RESPONSE: Party's agreed to use language in existing agreement, found in the General Terms and Conditions, Section 18.

PROPOSED LANGUAGE - SUPRA ARBITRATION ISSUES

ISSUE 7: WHICH END USER LINE CHARGES, IF ANY, SHOULD SUPRA BE REQUIRED TO PAY BELLSOUTH?

RESPONSE: The Party's settled this issue and the proposed language captures what was agreed to in mediation, with the exception of meet point billing. That language is detailed below and represents BellSouth's proposal to determine how access charges are applied when both Party's provide access to another telecommunications carrier.

Attachment 1, Resale, Section 3.21

Recovery of charges associated with implementing Number Portability shall be as set forth in Section 2.5 of Attachment 5, incorporated herein by this reference.

Attachment 1, Resale, Section 3.25

Pursuant to 47 CFR Section 51.617, BellSouth will bill Supra Telecom the end user common line charges (sometimes referred to as the subscriber line charge) identical to the end user common line charges BellSouth bills its end users. The end user common line charges shall not be discounted. Supra in turn may bill its end users Supra's end user common line charges.

Attachment 2, Network Elements and Combinations, Section 2.4 (new language to settle issue)

When Supra purchases an unbundled loop or a port/loop combination, BellSouth will not bill Supra Telecom the end user common line charges (sometimes referred to as the subscriber line charge) identical to the end user common line charges BellSouth bills its end users. Supra may bill its end users Supra's end user common line charges.

Attachment 2, Network Elements and Combinations, Section 6 (new language to settle issue).

Unbundled Local Switching consists of three separate unbundled elements: Unbundled Ports, End Office Switching Functionality, and End Office Interoffice Trunk Ports.

Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to Supra's end user local calling and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.

Provided that Supra purchases unbundled local switching from BellSouth and uses the BellSouth CIC for its end users' LPIC or if a BellSouth local end user selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by a Supra local end user, or originated by a BellSouth local end user and terminated to a Supra local end user, where such calls originate and terminate in the same LATA, except for those calls

PROPOSED LANGUAGE - SUPRA ARBITRATION ISSUES

originated and terminated through switched access arrangements (i.e., calls that are transported by a party other than BellSouth). For such calls, BellSouth will charge Supra the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Inter-carrier compensation for local calls between BellSouth and Supra shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

BellSouth shall assess Supra retroactive charges for UNE transport and switching associated with using the BellSouth LPIC if Supra has been able to previously select BellSouth as the end user LPIC prior to the option allowing the selection of a BellSouth provided LATA-wide local calling area being offered.

Where Supra purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its end users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from a Supra end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs. For such local calls, BellSouth will charge Supra the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and Supra shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill Supra the UNE elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges, as appropriate.

Reverse billed toll calls, such as intraLATA 800 calls, calling card calls and third party billed calls, where BellSouth is the carrier shall also be considered as local calls and Supra shall not bill BellSouth originating or terminating switched access for such calls.

Attachment 6, Connectivity Billing and Recording, Section 1.1 through 1.1.10

1.1 Meet Point Billing

1.1.1 Where appropriate, Supra Telecom and BellSouth will establish meet-point billing ("MPB") arrangements in accordance with the Meet-Point Billing guidelines adopted by and contained in the OBF's MECAB and MECOD documents, except as modified herein. Both Parties will individually and collectively maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, in MECAB and in MECOD.

1.1.2 Supra Telecom and BellSouth will implement the "Multiple Bill/Multiple Tariff" option in order to bill any interexchange carrier ("IXC") for that

PROPOSED LANGUAGE - SUPRA ARBITRATION ISSUES

portion of the jointly provided switched exchange access service provided by Supra Telecom or BellSouth.

- 1.1.3 BellSouth shall provide to Supra Telecom the billing name, billing address, and carrier identification code ("CIC") of the IXCs that may utilize any portion of Supra Telecom's network in a Supra Telecom/BellSouth MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Such information shall be provided to Supra Telecom in the format and via the medium that the Parties agree. If BellSouth does not have a CIC for any IXC that will utilize a portion of Supra Telecom's network in a Supra Telecom/BellSouth MPB arrangement, and for whom BellSouth must supply to Supra Telecom MPB billing information, BellSouth agrees that it will assist such carrier in obtaining a CIC expeditiously. Until such carrier has obtained a CIC, BellSouth will submit BellSouth's CIC on those MPB records provided to Supra Telecom for MPB. BellSouth understands and agrees that it will be solely responsible for obtaining any reimbursements from those carriers who have utilized the jointly provided networks of BellSouth and Supra Telecom.
- 1.1.4 BellSouth and Supra Telecom agree that in an MPB arrangement where one Party provides local transport and the other Party provides the end office switching, the Party who provides the end office switching is entitled to bill any residual interconnection charges ("RIC") and common carrier line ("CCL") charges associated with the traffic. The Parties further agree that in those MPB situations where one Party sub-tends the other Party's access tandem, the Party providing the access tandem is only entitled to bill the access tandem fee and any associated local transport charges. The Parties also agree that the Party who provides the end office switching is entitled to bill end office switching fees, local transport charges, RIC and CCL charges, as appropriate, and such other applicable charges. BellSouth and Supra Telecom agree that in a MPB arrangement, where transport is jointly provided, and/or the tandem is owned by one Party and the end office is owned by the other Party, charges will be billed using tariff rates and in accordance to MECAB guidelines.
- 1.1.5 BellSouth and Supra Telecom will record and transmit switched exchange access service records in accordance with the MECAB standards. Such data shall be transmitted to the other Party within ten (10) days of its recording. BellSouth and Supra Telecom will coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers or Operating Company Number ("OCN"), as appropriate, for the MPB arrangements described in this Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.
- 1.1.6 If MPB data is not processed and delivered by either BellSouth or Supra Telecom and sent to the other Party within ten (10) days of their recording

PROPOSED LANGUAGE - SUPRA ARBITRATION ISSUES

and in turn such Party is unable to bill the IXC for the appropriate charges, the Party who failed to deliver the data will be held liable for the amount of the unbillable charges.

- 1.1.7 If MPB data is not submitted within ten (10) days of their recording or is not in the proper format as set forth in this Agreement, and if as a result the other Party is delayed in billing the IXC for the appropriate charges it incurs, the delaying Party shall pay the other Party a late MPB data delivery charge which will be the total amount of the delayed charges times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date the MPB charges should have been received to and including the date the MPB charge information is actually received.
- 1.1.8 Errors in MPB data exchanged by the Parties may be discovered by Supra Telecom, BellSouth or the billable IXC. Both Supra Telecom and BellSouth agree to provide the other Party with notification of any discovered errors within two (2) business days of the discovery. The other Party shall correct the error within eight (8) business days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data shall be considered lost. If MPB data is lost due to intractable errors or otherwise, the Parties shall follow the procedures set forth in Section 1.15 of this Attachment 6.
- 1.1.9 Both Parties will provide the other a single point of contact to handle any MPB questions.
- 1.1.10 MPB will apply for all traffic bearing the 500, 700, 900, 8YY or any other non-geographic NPA which may be likewise designated for such traffic in the future.

Attachment 5, Access to Numbers and Number Portability, Section 2.5

End User Line Charge. Recovery of charges associated with implementing LNP through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in BellSouth's FCC Tariff No. 1 and will be billed to Supra Telecom where Supra Telecom is a subscriber to local switching or where Supra Telecom is a reseller of BellSouth telecommunications services. This charge will not be discounted.

PROPOSED LANGUAGE - SUPRA ARBITRATION ISSUES

ISSUE 9: WHAT SHOULD BE THE DEFINITION OF ALEC?

RESPONSE: Party's agreed to the following language.

Attachment 1, Resale, Section 2.1

ALTERNATE LOCAL EXCHANGE COMPANY ("ALEC") is as defined in Florida Statutes Section 364.02(1).

PROPOSED LANGUAGE - SUPRA ARBITRATION ISSUES

ISSUE 17: SHOULD SUPRA BE ALLOWED TO ENGAGE IN "TRUTHFUL" COMPARATIVE ADVERTISING USING BELLSOUTH'S NAME AND MARKS? IF SO, WHAT SHOULD BE THE LIMITS OF THAT ADVERTISING, IF ANY?

RESPONSE: BellSouth offers the following language to settle this issue. Such language is the entire paragraph from the Mpower agreement.

General Terms and Conditions, Section 9, Intellectual Property Rights and Indemnification

9.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Unless otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the Party's name may be reasonably inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This paragraph 9.1 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in conjunction with services by the other Party or its Affiliates, except as expressly permitted by the other Party.

PROPOSED LANGUAGE - SUPRA ARBITRATION ISSUES

Issue 18: what are the appropriate rates for the following services, items or elements set forth in the proposed interconnection agreement?

- A) RESALE
- B) NETWORK ELEMENTS
- C) INTERCONNECTION
- D) COLLOCATION
- E) LPN/INP
- F) BILLING RECORDS
- G) OTHER

RESPONSE: Party's agreed to following language and rates:

A) Resale

Attachment 1, Resale, Section 1.1

The discount applied to Supra's purchase of BellSouth Telecommunications Services for purposes of resale shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

Exhibit A

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by Supra Telecom for the purposes of resale to Supra Telecom end users shall be available at the following discount off of the retail rate. If Supra Telecom cancels an order for telecommunications services for the purposes of resale, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with the applicable sections of the General Subscriber Services Tariff and the Private Line Service Tariff.

DISCOUNT*

STATE	RESIDENCE	BUSINESS	CSAs**
FLORIDA	21.83%	16.81%	

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

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

B) Network Elements

See attached rates. The rates for Line Sharing come from Docket No. 000649-TP, not 990649-TP, as stated by Supra.

C) Interconnection

PROPOSED LANGUAGE - SUPRA ARBITRATION ISSUES

See attached rates.

D) Collocation
See attached rates.

E) LNP/INP
See attached rates

F) Billing Records
See attached rates

G) Other
The two open issues were rates for issuing LSRs for resale and the market rate for UNE switching ports where BellSouth is not required to provide such UNEs at cost-based rates.

LSR Charges

RATES FOR INTERFACE TO OPERATIONAL SUPPORT SYSTEMS

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

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

LSRs submitted by means of one of these interactive interfaces will incur an electronic interface ordering charge as specified in the Table below. Such charges will not be refunded if the order is canceled. An individual LSR will be identified for billing purposes by its Purchase Order Number (“PON”). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

INTERFACE RATES	<u>Electronic</u> Per LSR received from Supra Telecom by one of the interactive electronic interfaces	<u>Manual</u> Per LSR received from Supra Telecom by means other than one of the interactive electronic interfaces
Electronic Interface LSR Charge	\$3.50per LSR	\$19.99per LSR
USOC	SOME C	SOMAN

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

DENIAL/RESTORAL ELECTRONIC INTERFACE CHARGE

PROPOSED LANGUAGE - SUPRA ARBITRATION ISSUES

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

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

Market Rates for UNE Switching Ports

Attachment 2, Network Elements and Combinations

2.9.7 Port/Loop Combinations

2.9.7.1 At Supra's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 2.9.7.6 below, that are Currently Combined in BellSouth's network except as specified in Sections 2.9.7.2 and 2.9.7.3 below.

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

2.9.7.3 BellSouth shall not be required to provide circuit switching as an unbundled network element in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of the Miami, FL; Orlando, FL and, Ft. Lauderdale, FL MSAs to Supra if Supra's customer has 4 or more DS0 equivalent lines.

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

2.9.7.4.1 BellSouth shall provide to Supra combinations of port and loop network elements to Supra on an unbundled basis regardless of whether or not such combinations are Currently Combined except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 2.9.7.3 above. The rates for such combinations shall be the cost based rates set forth in Exhibit C of this Attachment.

2.9.7.4.2 In those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 2.9.7.2 and 2.9.7.3, BellSouth shall provide to Supra combinations of port and loop network elements whether or not such combinations are Existing Combinations. The rates for Currently Combined are the market based rates as set forth in Exhibit

PROPOSED LANGUAGE - SUPRA ARBITRATION ISSUES

C of this Agreement. The Parties shall negotiate the rates for combinations other than Currently Combined.

- 2.9.7.5 Combination Offerings
 - 2.9.7.5.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
 - 2.9.7.5.2 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
 - 2.9.7.5.3 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
 - 2.9.7.5.4 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
 - 2.9.7.5.5 2-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
 - 2.9.7.5.6 2-wire voice grade Coin port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
 - 2.9.7.5.7 4 wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
 - 2.9.7.5.8 4-wire DS1 Loop with normal serving wire center channelization interface, 2-wire voice grade ports (PBX), 2-wire DID ports, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

PROPOSED LANGUAGE - SUPRA ARBITRATION ISSUES

The market rates contained in the rate exhibit are as follows:

The port portion of a 2 wire loop/port combinations for voice, PBX and coin	\$14.00 recurring
	\$41.50 nonrecurring currently combined
	\$90.00 nonrecurring for not currently combined
The port portion of a 4 wire DS1 port loop combinations	to be negotiated

PROPOSED LANGUAGE - SUPRA ARBITRATION ISSUES

ISSUE 19: SHOULD CALLS TO INTERNET SERVICE PROVIDERS BE TREATED AS LOCAL TRAFFIC FOR THE PURPOSE OF RECIPROCAL COMPENSATION?

RESPONSE: BellSouth proposes the following language to settle this issue.

Attachment 3, Local Interconnection, Section 5

- 5. Interconnection Compensation
- 5.1 Compensation for Local and ISP-bound Traffic
- 5.1.1 Local Traffic is defined as any circuit switched call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that Party's network, except for those calls that originated or terminated through switched access arrangements as established by the ruling regulatory body..
- 5.1.1.1 The Parties recognize and agree that the compensation for the transport and termination of Local Traffic and ISP-bound Traffic is intended to allow each Party to recover costs associated with such traffic. The Parties recognize and agree that such compensation will not be billed and shall not be paid for calls where a Party sets up a call, or colludes with a third party to set up a call, to the other Party's network for the purpose of receiving reciprocal compensation, and not for the purposes of providing a telecommunications service to an end user.
- 5.1.1.2 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.
- 5.1.2 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider ("ISP") that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in the LATA to an ISP server or modem in the same LATA. ISP-bound Traffic is not considered Local Traffic subject to reciprocal compensation, but instead is information traffic subject to interstate compensation. All Combined ISP-bound Traffic and Local Traffic delivered to one Party by the other Party that exceeds a 3:1 ratio of terminating to originating traffic on a state-wide basis shall be presumed to be ISP-bound Traffic. All combined ISP-bound Traffic and Local traffic delivered to one Party by the other Party that does not exceed a 3:1 ratio of terminating to originating Traffic on a state-wide basis is Local Traffic.
- 5.1.3 The Parties agree to implement the FCC's Order on Remand and Report and Order in CC Docket No. 96-98 and 99-68 released April 27, 2001 ("ISP Order on Remand"). Neither Party shall pay compensation to the other Party for per minute of use rate elements associated with the call transportation and termination of Local Traffic or ISP-bound Traffic.
- 5.1.4 The appropriate elemental rates set forth in Exhibit A to this Attachment shall apply for Transit Traffic as described in Section 5.17 below.

PROPOSED LANGUAGE - SUPRA ARBITRATION ISSUES

- 5.1.5 Neither Party shall represent ed Access Traffic as Local Traffic or ISP-bound Traffic for purposes of payment of interconnection compensation.
- 5.1.6 Unidentifiable traffic. Supra end users assigned NPA/NXX line numbers shall be physically located in the BellSouth rate center with which the NPA/NXX has been associated. Whenever BellSouth delivers traffic to Supra for termination on the Supra's network, if BellSouth cannot determine, because of the manner in which Supra has utilized its NXX codes whether the traffic is local or toll, BellSouth will charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Services Tariff. BellSouth will make appropriate billing adjustments if Supra can provide sufficient information for BellSouth to determine whether said traffic is local or toll.
- 5.1.7 Percent Local Use. Each Party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding intermediary traffic. By the first of January, April, July and October of each year, BellSouth and Supra Telecom shall provide a positive report updating the PLU. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth's Standard Percent Local Use Reporting Platform for Interconnection Purchasers, as it is amended from time to time during this Agreement. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate reciprocal compensation to be paid.
- 5.1.8 Percentage Interstate Usage. For combined interstate and intrastate Supra traffic terminated by BellSouth over the same facilities, Supra will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to Supra. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate reciprocal compensation to be paid.
- 5.1.9 Audits. On thirty (30) days' written notice, each Party must provide the other the ability and opportunity to conduct an annual audit of the traffic reported. BellSouth and Supra shall retain records of call detail for a minimum of nine months from which a PLU and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year.

PROPOSED LANGUAGE - SUPRA ARBITRATION ISSUES

Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

5.1.10 Compensation for 800 IntraLATA Toll Traffic

5.1.10.1 Compensation for 800 Traffic. Each Party shall compensate the other pursuant to the appropriate switched access charges, including the database query charge as set forth in the each Party's intrastate or interstate switched access tariffs.

5.1.10.2 Records for 8YY Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8YY customers. Records required for billing end users purchasing 8YY Services shall be provided pursuant to Attachment 6 of this Agreement, incorporated herein by this reference.

5.11 Transit Traffic Service. Each Party shall provide tandem switching and transport services for the other Party's transit traffic. Transit traffic is traffic originating on one Party's network that is switched and/or transported by the other Party and delivered to a third party's network, or traffic originating on a third Party's network that is switched and/or transported by one Party and delivered to the other Party's network . Rates for local transit traffic shall be the applicable call transport and termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access transit traffic shall be the applicable call transport and termination charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Switched Access transit traffic presumes that one Party's end office is subtending the other Party's Access Tandem for switched access traffic to and from the party's end users utilizing the other Party's facilities, either by direct trunks with the IXC, or via the other Party's Access Tandem. Billing associated with all transit traffic shall be pursuant to MECAB procedures. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until both Parties and the Wireless carrier have the capability to properly meet-point-bill in accordance with Multiple Exchange Carrier Access Billing ("MECAB") guidelines.

PROPOSED LANGUAGE - SUPRA ARBITRATION ISSUES

ISSUE 21: WHAT DOES "CURRENTLY COMBINES" MEANS AS THAT PHRASE IS USED IN 47 C.F.R. §51.315(B)?

RESPONSE: BellSouth proposes the following language to settle this issue:

Attachment 2, Network Elements and Combinations, Section 2.5

At Supra's request, BellSouth shall provide Currently Combined Network Elements to Supra. Currently Combined Network Elements are those that are actually physically connected at the time the order is placed. This includes, but is not limited to, the combination of Port/Loop or UNE-P and the combination of Loops and Dedicated Transport or Enhanced Extended Links. The price for these combinations of Network Elements shall be based upon applicable FCC and Commission rules and shall be set forth in Exhibit A of this Agreement. For Currently Combined Network Elements, BellSouth will use its best efforts to ensure that any conversion and associated translations requirements shall be performed so as to limit service outages for Supra's end users.

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ISSUE 26: UNDER WHAT RATES, TERMS AND CONDITIONS MAY SUPRA TELECOM PURCHASE NETWORK ELEMENTS OR COMBINATIONS TO REPLACE SERVICES CURRENTLY PURCHASED FROM BELL SOUTH TARIFFS?

RESPONSE: BellSouth proposes the following language to settle this issue:

Attachment 2, Network Elements and Combinations, Section 2.9.4

Special Access Service Conversions

Supra may not convert special access services to combinations of loop and transport network elements, whether or not Supra self-provides its entrance facilities (or obtains entrance facilities from a third party), unless, Supra uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent Supra requests to convert any special access services to combinations of loop and transport network elements at UNE prices, Supra shall provide to BellSouth a written letter, pursuant to the notices requirement as set forth in Section 17 of the General Terms and Conditions, certifying that Supra is providing a significant amount of local exchange service (as described in this Section) over such combinations.

The certification letter shall indicate under what local usage option Supra seeks to qualify for conversion of special access circuits. Supra shall be automatically deemed to be providing a significant amount of local exchange service over such combinations if it certifies that they are meeting one of the following options:

Supra certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at Supra's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, Supra is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. Supra can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100% interstate access traffic; or

Supra certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50% of the activated channels on the loop portion of the loop-transport combination have at least 5% local voice traffic individually, and the entire loop facility has at least 10% local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. The loop-transport combination must terminate at Supra's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or

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The requesting carrier certifies that at least 50% of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50% of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33% local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. Supra does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

In addition, there may be extraordinary circumstances where Supra is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 2.11. In such case, Supra may petition the FCC for a waiver of the local usage options set forth herein. If a waiver is granted, then upon Supra's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

BellSouth may, at its sole expense, audit Supra records in order to determine Supra's compliance with the local usage options set forth above. All audits shall be conducted by a third party independent auditor, and Supra and the FCC shall be given thirty (30) days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, Supra shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that Supra is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from Supra.

The Parties further acknowledge that on a going forward basis, Supra may purchase additional special access service under BellSouth's applicable tariffs and convert such special access circuits to EELs, pursuant to the terms of this Agreement, subject to such circuits meeting the local usage options of this Section 2.11

When an existing special access service circuit employed by Supra is converted to Network Elements and/or Combination, BellSouth shall not disconnect and re-connect the elements. When combinations of loop and transport network elements include multiplexing, each of the individual DS1 circuits must meet the above criteria.

Conversion of Service As Is

Supra may request conversion of existing retail services to non-switched combinations of unbundled network elements by submitting an LSR or a conversion spreadsheet, provided

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by BellSouth, to the LCSC for record changes. For the conversion of retail services to switched combinations, Supra may request such conversions on a single LSR for all services billed under the same Account Telephone Number or master billing account. Supra may consolidate onto a single LSR, up to four end user accounts to a single Account Telephone Number where the accounts are for the same end user and are the same type and end user location. BellSouth will project manage conversions of fifteen (15) or more lines.

The rates can be found in response to issue 18.

To address Supra's concerns regarding BFRs, BellSouth proposes that the following language be added to the BFR attachment:

In the event that Supra requests a product or service that BellSouth has previously offered to another carrier, BellSouth shall make such offering available to Supra on the same rates, terms and conditions, and Supra shall not be required to submit a BFR for such product or service.

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ISSUE 27: SHOULD THERE BE A SINGLE POINT OF INTERCONNECTION WITHIN THE LATA FOR THE MUTUAL EXCHANGE OF TRAFFIC? IF SO, HOW SHOULD THE SINGLE POINT BE DETERMINED?

RESPONSE: The Party's settled this issue by agreeing to comply with the FPSC's decision in Docket No. 000075-TP, phase 2. BellSouth proposes the following language in accordance with the agreement to close this issue.

Attachment 3, Local Interconnection

- 1.1 The Parties shall provide interconnection with each other's network for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access).
 - 1.1.1 BellSouth shall provide interconnection with BellSouth's network at any technically feasible point within BellSouth's network.
 - 1.1.2 Supra shall provide interconnection to BellSouth at any mutually agreed upon point.
- 1.2 Supra must establish, at a minimum, a single Point of Presence, Point of Interface, and Point of Interconnection with BellSouth within the LATA for the delivery of Supra's originated Local Traffic and ISP-bound Traffic terminated to BellSouth and transit traffic terminated to other than BellSouth. If Supra chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth access or local tandem. Furthermore, Supra Telecom must establish Points of Interconnection at all BellSouth access and local tandems where Supra NXXs are "homed." A "Homing" arrangement is defined by a "Final" Trunk Group between the BellSouth access or local tandem and Supra Telecom End Office switch. A "Final" Trunk Group is the last choice telecommunications path between the access or local tandem and End Office switch. It is Supra's responsibility to enter its own NPA/NXX access and/or local tandem "homing" arrangements into the national Local Exchange Routing Guide ("LERG"). In order for Supra to home its NPA/NXX(s) on a BellSouth access or local tandem, Supra's NPA/NXX(s) must be assigned to an exchange rate center area served by that BellSouth access or local tandem and as specified by BellSouth.
 - 1.2.1 Additional Points of Interconnection in a particular LATA may be established by mutual agreement of the Parties. If the Party's are unable to agree, then the Party's agree to continue to use the initial Point of Interconnection until such time as the agreement is amended to incorporate the FPSC's decision in Docket No. 000075-TP.
- 1.3 A Point of Presence is the physical location (a structure where the environmental, power, air conditioning, etc. specifications for a Party's terminating equipment can be met) at which a Party establishes itself for

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obtaining access to the other Party's network. The Point of Presence is the physical location within which the Point(s) of Interface occur.

- 1.4 A Point of Interface is the physical telecommunications interface between BellSouth and Supra Telecom's interconnection facilities. It establishes the technical interface and point of operational responsibility. The primary purpose of the Point of Interface is to serve as the terminus for each Party's interconnection facilities. The Point of Interface has the following main characteristics:
 - 1.4.1 It is a cross-connect point to allow connection, disconnection, transfer or restoration of service.
 - 1.4.2 It is a point where BellSouth and Supra can verify and maintain specific performance objectives.
 - 1.4.3 It is specified according to the interface offered in this Agreement
 - 1.4.4 The Parties provide their own equipment to interface with the circuits on the customer premises.
- 1.5 The Point of Interconnection is the point at which the originating Party delivers its originated traffic to the terminating Party's first point of switching on the terminating Party's common (shared) network for call transport and termination. Points of Interconnection are available at either access tandems, local tandems, End Offices, or any other technically feasible point, as described in this Agreement. Supra's requested Point of Interconnection will also be used for the receipt and delivery of transit traffic at BellSouth access and local tandems. Points of Interconnection established at the BellSouth local tandem apply only to Supra originated Local and ISP-bound Traffic and local originating and terminating transit traffic.
- 1.6 The Parties will work cooperatively to establish the most efficient trunking network in accordance with the provisions set forth in this Attachment 3 and accepted industry practices.
- 1.7 Each party will be responsible for engineering its network (i.e., the underlying facilities on which trunks are provisioned) on its side of the Point of Interface. Supra, at its option, shall establish Points of Presence and Points of Interface for the delivery of its originated Local Traffic to BellSouth. The Point of Interface may not necessarily be established at the Point of Interconnection.
- 1.8 BellSouth shall designate the Points of Presence and Points of Interface for the delivery of its originated Local Traffic to Supra for call transport and termination by Supra.
- 1.9 For the purposes of this Attachment 3, Local Channel is defined as a switch transport facility between a Party's Point of Presence and its designated serving wire center.

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- 1.10 For the purposes of this Attachment 3, Serving Wire Center is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its Point of Presence.
- 1.11 For the purposes of this Attachment 3, Dedicated Transport is defined as a switch transport facility between a Party's designated serving wire center and the first point of switching on the other Party's common (shared) network.

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ISSUE 28: WHAT TERMS AND CONDITIONS AND WHAT SEPARATE RATES, IF ANY, SHOULD APPLY FOR SUPRA TELECOM TO GAIN ACCESS TO AND USE BELLSOUTH'S FACILITIES TO SERVE MULTI-TENANT ENVIRONMENTS?

RESPONSE: BellSouth proposes the following language to settle this issue.

Attachment 2, Network Elements and Combinations, Section 5

- 5 Unbundled Subloop
- 5.1 Definitions
- 5.1.1 USL-INC (a.k.a. riser cable) is defined as the distribution facility inside a multi-dwelling unit, multi-story building. USL-INC includes the facility from the cross-connect device in the main equipment room up to the Network Interface Device ("NID") or demarcation point on a particular floor in a multi tenant environment. Access to USL-INC includes access to UNTW that is connected to the USL-INC pair to serve an end-user. Rates for USL-INC shall be as set forth in Exhibit A to this Attachment. For purposes of this Section, USL-INC may be referred to as riser/NTW.
- 5.1.2 Pursuant to 47 CFR 51.319 (a)(2) the subloop network element is defined as any portion of the loop that is technically feasible to access at terminals in BellSouth's outside plant, including inside wire. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole or pedestal, the network interface device ("NID"), the minimum point of entry ("MPOE"), the single point of interconnection ("SPOI"), the main distribution frame ("MDF"), the remote terminal ("RT"), and the feeder/distribution interface ("FDI").
- 5.1.3 Multi Tenant Environment ("MTE"), Multi Tenant Unit ("MTU"), or Multiple Dwelling Unit ("MDU") collectively referenced as "MDUs" - A single premises where multiple businesses or residences are located in physically separated units.
- 5.1.4 Pursuant to 47 CFR 51.319 (a)(2)(i), Inside wire is defined as all loop plant owned by BellSouth on end-user customer premises as far as the point of demarcation as defined in 47 C.F.R § 68.3, including the loop plant near the end-user customer premises. Supra may access the inside wire subloop at any technically feasible point including, but not limited to, the NID, the MPOE, the single point of interconnection, the pedestal, or the pole.
- 5.1.5 MPOE – shall be either the closest practicable point to where the wiring crosses a property line or the closest practicable point to where the wiring enters a multiunit building or buildings.
- 5.1.6 UNTW – is twisted copper wire or any future type of facility other than copper that BellSouth deploys for UNTW and if technically feasible to be unbundled, that extends from BellSouth's garden terminal on the side of a

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- building or telecommunication equipment room or wiring closet that is typically located on each floor of a multi-story building to the point of demarcation at the end-user's location. UNTW is the "last" part of the loop on the BellSouth network side of the demarcation point.
- 5.1.7 Demarcation Point – is that point on the loop where BellSouth's control of the wire ceases, and the subscriber's control (or, in the case of some multiunit premises, the landlord's control) of the wire begins. The demarcation point is defined by control, it is not a fixed location on the network, but rather a point where BellSouth's and a property owner's responsibilities meet.
- 5.1.8 Intermediary Access Terminal ("IAT") – A terminal to be constructed by BellSouth that provides access to UNTW that will be fully accessible and suitable for use by multiple carriers at no additional cost to the carrier.
- 5.1.9 SPOI – is a cross-connect device, known as an IAT, where multiple carriers may access UNTW that is owned and or controlled by BellSouth on a multi-unit premise.
- 5.1.10 General Requirements
- 5.1.10.1 BellSouth shall provide all subloop elements or subloop element combinations to Supra in good working order such that they are capable of supporting transmission of at least the same quality as when the same or similar configuration is employed by BellSouth within its own network. To the extent a subloop element does not perform to this standard, BellSouth will perform all necessary work, at its own cost, to bring the subloop element into conformance within the appropriate time intervals as stated in Attachment 9 of this Agreement. During the period when a subloop element fails to meet this standard, Supra will not be held responsible for any payments to BellSouth for its use.
- 5.1.10.2 BellSouth must provide unbundled access to subloops to Supra at any technically feasible point. BellSouth will not in any manner restrict or delay access to such technically feasible points.
- 5.1.10.3 Subloop elements include, but are not limited to, the following: Distribution (including concentration multiplexing functionality), UNTW, riser/NTW, and feeder. At its option, Supra may purchase from BellSouth on an unbundled basis the entire loop which includes the NID, or any technically feasible subloop element. Any existing combined subloop elements, as defined in this Attachment 2, shall not be separated.
- 5.1.10.4 Where facilities permit, BellSouth shall offer access to its Unbundled Subloop ("USL") and unbundled subloop functionalities (such as Unbundled Subloop Concentration System ("USLC")). BellSouth shall provide non-discriminatory access, in accordance with FCC Rule 51.311 and Section 251(c) (3) of the Act to the subloop on an unbundled basis and pursuant to the following terms and conditions and the rates approved by the Commission and set forth in this Attachment.
- 5.2 Unbundled Subloop Distribution Facilities
- 5.2.1 The Unbundled Subloop Distribution ("USLD") facility is a dedicated transmission facility that BellSouth provides from a customer's point of

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- demarcation to a BellSouth cross-connect device regardless of the specific nomenclature employed when referring to the device. The BellSouth cross-connect device may be located within a RT or a stand-alone cross-box in the field or in the equipment room of a building. Supra will request access to USLD or Unbundled Copper Subloop ("UCSL") through the Service Inquiry ("SI") Process described in Section 5.2.4.2.
- 5.2.2 The USLD Facilities may be provided using copper twisted pair, and/or any other existing type facility if technically feasible.
- 5.2.3 The following are the current USLD offerings:
- 5.2.3.1 Voice grade analog USLD is a subloop facility from the cross-box in the field up to and including the point of demarcation, at the end user's premises.
- 5.2.3.2 USLD facilities were originally part of the entire voice grade analog loop from the BellSouth central office to the customer network interface. Therefore, the voice grade analog USLD may have load coils, which are necessary for transmission of voice grade services.
- 5.2.3.3 Unbundled Copper Subloop ("UCSL") is a non-loaded copper facility of any length provided from the cross-box in the field up to and including the end user's point of demarcation.
- 5.2.3.3.1 If available, UCSL will not have any intervening equipment such as load coils between the end user and the cross-box.
- 5.2.3.3.2 If Supra requests an UCSL and a non-loaded pair is unavailable, Supra may order unbundled subloop modification to remove load coils and/or bridge tap from an existing subloop facility. If load coils are removed from an existing subloop, that subloop will be classified as a UCSL. Supra may order, at its option, the Loop Make-Up, at the applicable rates, to determine what loop modifications will be required, and should Supra request a loop that requires modification, Supra will be charged the applicable rate for that loop modification.
- 5.2.4 Access to voice grade USLD and UCSL pairs will be provided in the BellSouth cross-box as follows:
- 5.2.4.1 For access to voice grade USLD and UCSL, Supra would be required to deliver a cable to the BellSouth cross-box in the field to provide continuity to Supra's feeder facilities. This cable would be connected, by a BellSouth technician, within the BellSouth cross-box during the set-up process. Supra's cable pairs can then be connected to BellSouth's USLD within the BellSouth cross-box by the BellSouth technician.
- 5.2.4.2 Through the Service Inquiry ("SI") process, BellSouth will determine whether access to USLD at the location requested by Supra is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Supra's request, then BellSouth will perform the set-up as described in the section that follows. Where access to the cross box is infeasible. BellSouth will notify Supra in writing within (five) 5 to (seven) 7 business days through the SI process. Where modifications are necessary to permit access to the cross box, the Parties will work cooperatively to assess the applicability of special construction

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- charges. If the Parties cannot agree regarding such charges, the Parties will escalate to the appropriate level of management or seek resolution pursuant to the dispute resolution process section of the General Terms and Conditions of this Agreement.
- 5.2.4.3 Set-up work must be completed before Supra can order sub-loop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice Supra's cable into the BellSouth cross-connect box. For the set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs. The Estimated Completion date ("ECD") for set up at the cross-box will be sixty (60) days subject to the terrain, and/or obtaining work permits, and equipment delivery. In the event that BellSouth cannot meet the sixty (60) day ECD, BST will notify Supra in writing via the SI process; BellSouth and Supra will work cooperatively to establish a mutually agreeable installation date on an individual case basis.
- 5.2.4.4 Once the set-up is complete, Supra will request sub-loop pairs through submission of a Local Service Request ("LSR") form to the Local Carrier Service Center ("LCSC"). The provisioning of the order will include the physical removal of the BellSouth feeder wired to the BellSouth central office, and no additional charges will be assessed for this removal. For expedite requests by Supra for sub-loop pairs, expedite charges will apply for intervals less than five (5) days.
- 5.2.4.5 Unbundled subloop shall be equal to or better than each of the applicable requirements set forth in the applicable industry standard technical references.
- 5.2.4.6 Unbundled subloops will be provided in accordance with applicable industry standard technical reference.
- 5.2.4.7 The rates for USLD are as set forth in Exhibit A and are interim, and shall be true-up subject to the true-up provisions set forth in the Agreement, attached and incorporated herein by reference.
- 5.2.4.8 In the case of BellSouth facilities serving a single unit installation (e.g. a single residence or single business location), distribution facility consists of all such facilities providing connectivity between the end user's point of demarcation, including the point of demarcation, and the end user side of the FDI and can be accessed at any technically feasible point.
- 5.2.4.9 In the case of BellSouth facilities serving MDUs, distribution media shall be furnished to Supra depending on the location at which Supra intends to interconnect its facilities and where it is technically feasible to access a sub-loop element, as requested by Supra pursuant to the SI.
- 5.2.4.10 The USLD element shall be capable of transmitting any signal(s) that is technically feasible to carry on the particular distribution facility used, and shall support transmission signals with at least the same quality as when the same or similar distribution configuration is employed by BellSouth.

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request, then either Party, at its option, shall petition the Commission for resolution of the disputed terms.

5.2.6 Requirements

5.2.6.1 Except as noted below, upon request of Supra, BellSouth will provide access to any IAT in all instances involving UNTW MDU premises, including garden style MDU complexes.

5.2.6.2 Upon receipt of the SI form requesting access to BellSouth's UNTW pairs at a MDU, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the IAT. By request of Supra, an IAT will be installed either adjacent to BellSouth's garden terminal, telecommunications equipment room, or inside each wiring closet. Supra will deliver and connect its central office facilities to the UNTW pairs within the IAT. Supra may access all pairs on an IAT. Supra will only access pairs that are not being utilized to provide service or where the end user has requested a change in its local service provider to Supra. Prior to connecting Supra's service on a pair previously used by BellSouth, Supra is responsible for ensuring the end-user is no longer using BellSouth's service or another CLEC's service before accessing UNTW pairs.

5.2.6.3 BellSouth shall notify Supra of the ECD for installation of the IATs and access to the UNTW pairs and will commence installation of the IATs. In the event BellSouth cannot meet the ECDs set forth in this attachment BellSouth will notify Supra in writing via the SI process. BellSouth and Supra will work cooperatively to establish a mutually agreeable installation date on an individual case basis to accommodate the layout of the property, number of terminals to be installed, condition of the property, or availability of IAT equipment.

5.2.6.3.1 If the ECD reaches jeopardy status and BellSouth is unable to complete the installation and provide access by the ECD, BellSouth will immediately notify Supra of such status and negotiate a revised ECD.

5.2.6.4 BellSouth will not be required to install new or additional UNTW or other wire pairs in connection with the installation of an IAT unless otherwise agreed.

5.2.6.5 BellSouth will seek the property owner's permission for installation of the IAT(s).

5.2.6.6 BellSouth shall install the IATs, if IATs have not been previously installed, in accordance with generally accepted telephone industry standards. Supra may install a separate connecting block in the IAT for its central office facilities; however, the connecting block must be of a size that will allow it to fit physically in the IAT (SPOI) and must meet the technical specifications for the IAT of the vendor(s) selected by BellSouth to provide the IAT. Such connecting block shall be used to connect the MDU pairs activated by Supra with Supra's network facilities.

5.2.6.7 BellSouth will record the completion of the IAT(s) and send Supra a FOC. The FOC will contain the information necessary for Supra to report

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- UNTW pair activation to BellSouth. Additionally, BellSouth will comply with the applicable Service Quality Measurements ("SQMs") found in Attachment 9 of this agreement.
- 5.2.6.8 Supra may access, at the IAT, any UNTW pair connected to the IAT to provide service to an end-user customer of Supra. Supra is responsible for obtaining the end-user's authorization to disconnect service with BellSouth before using a UNTW pair that BellSouth was using to provide service to the end-user. If the end-user wishes to maintain concurrent service with both BellSouth and Supra, Supra shall not access the UNTW garden terminal MDU pair(s) that BellSouth is using to provide its concurrent service. Supra will submit any Local Number Portability ("LNP") orders associated with changes in service providers for its end-users pursuant to Attachment 5 of this Agreement.
- 5.2.6.9 Once Supra has accessed a UNTW pair to serve its end-user, Supra will submit a Local Service Request ("LSR") to BellSouth within five (5) business days of UNTW pair activation to report activation of that UNTW pair using the information provided to Supra on the FOC. Supra may submit a single LSR to activate multiple UNTW pairs on the same IAT. If Supra deactivates a UNTW pair, Supra shall also submit an LSR within five (5) business days of UNTW pair deactivation to report such deactivation. LSRs shall be submitted to BellSouth manually until such time as an electronic interface is deployed.
- 5.2.6.10 Supra must test and isolate any repair problem on existing UNTW pairs. Supra will be responsible for reporting repair problems on existing UNTW pairs to the appropriate BellSouth department. Response to trouble and repair reports will be on a nondiscriminatory basis unless specific performance standards have been established for BellSouth. In that case, those performance standards will apply to BellSouth for the activities described in this Section. If BellSouth dispatches a technician on a UNTW trouble reported by Supra and no trouble is found on the BellSouth facility, BellSouth will charge Supra for time spent on the dispatch and UNTW testing.
- 5.2.6.11 Supra will pay a non-recurring charge per pair for UNTW pair activation, a monthly recurring charge per pair for use of a UNTW MDU pair and a non-recurring charge per pair for each UNTW garden terminal MDU pair disconnected when Supra is no longer providing service to the end-user. These charges are set forth in this Attachment 2.
- 5.2.6.12 If Supra or a third party service provider (other ALEC) has not activated at least one (1) pair on each IAT installed, as requested on the SI within six (6) months of completion of IAT installation, BellSouth will issue an order for activation/billing of one (1) pair at an IAT, subject to the terrain, work permits, and equipment delivery.
- 5.2.6.13 If BellSouth determines that Supra is using a UNTW pair without reporting activation to BellSouth, the following charges shall apply in addition to any fines which may be established by the Commission and any other remedies at law or in equity available to BellSouth.

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- 5.2.6.14 If Supra activated a UNTW pair on which BellSouth was not previously providing service, Supra will be billed for the use of that UNTW pair back to the date the end-user began receiving service using that UNTW pair. Upon reasonable request, Supra will provide copies of billing records to substantiate such date. BellSouth may bill back to the date of the IAT installation if Supra fails to provide such records.
- 5.2.6.15 Other forms of MDU Premises Access to UNTW. In the event that Supra requests a form of MDU premises access using UNTW pairs in a manner other than as set forth herein or that is substantially different from the process described in this Agreement, then Supra will utilize the Bona Fide Request Process set forth in Attachment 10 of this Agreement to determine the appropriate terms and conditions for access to UNTW and to establish rates.
- 5.2.6.16 Any information about Supra's multiunit premises access that BellSouth obtains pursuant to the activities described in this Section is specifically designated as Confidential Information pursuant to Section 9 of the General Terms and Conditions of this Agreement. In addition to the restrictions on disclosure of Confidential Information set forth in that Section, BellSouth hereby agrees that this information will not be shared with any of BellSouth's retail marketing or sales personnel.
- 5.2.6.17 The Parties acknowledge that BellSouth may describe procedures for the provision of unbundled network terminating wire in the CLEC Information Package provided by BellSouth Interconnection Services. To the extent that such procedures conflict with the procedures described in this Agreement, this Agreement will control; provided, however, that, at the request of BellSouth, Supra will negotiate in good faith to amend this Agreement to incorporate any BellSouth procedures that differ from the procedures in this Agreement. To the extent the Parties cannot agree on such an amendment, either Party may pursue the dispute resolution process set forth in the General Terms and Conditions of this Agreement. BellSouth shall provide notice to Supra of changes in the CLEC Information Package via the carrier notification process prior to implementing such changes.
- 5.2.7 Subloop Intra-building Network Cable
- 5.2.7.1 BellSouth shall provide an IAT that will be suitable for use and accessible by multiple ALECs, at no additional cost to the Supra or other ALECs. Supra will access requested riser/NTW pairs on the IAT.
- 5.2.7.1.1 BellSouth shall install the IAT in those MDUs identified by Supra via an SI. The SI will specify the number of pairs requested by Supra at each requested MDU. The intervals for the IAT are as set forth in Table 2. BellSouth will install an IAT that will accommodate the provisioning of the number of pairs requested by Supra at each requested MDU. In the event that Supra desires an IAT to accommodate more pairs at a specific location than requested in the original SI, Supra will be required to submit a subsequent SI.

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- 5.2.7.2 BellSouth will notify Supra of the ECD for installation of the IATs and access to the riser/NTW pairs and will commence installation of the IATs. When requested by BellSouth in writing, BellSouth and Supra will work cooperatively to establish a mutually agreeable IAT installation date on an individual case basis to accommodate the layout of the property, number of terminals to be installed, condition of the property, or availability of IAT equipment. (Installation of IAT Intervals – Refer to Table 2)
- 5.2.7.2.1 If the ECD reaches jeopardy status and BellSouth is unable to complete the installation and provide access by the ECD, BellSouth will immediately notify Supra via SI process of such status and negotiate a revised ECD pursuant to section 5.2.7.2 above.
- 5.2.7.3 BellSouth will not be required to install new or additional UNTW or other wire pairs in connection with the SI request from Supra.
- 5.2.7.4 BellSouth is responsible for seeking the property owner's permission for installation of the IAT(s). If the property owner refuses to allow the installation of the IAT, BellSouth will notify Supra of the property owner's refusal and Supra will then submit a cancellation via the SI process. BellSouth will not be found in non-compliance of the Commission's order if the property owner refuses the IAT installation.
- 5.2.7.5 If space does not permit the installation of the IAT, changes to the equipment room may be necessary. BellSouth is responsible for seeking the property owner's agreement to make such necessary changes within the limits stated in item 4 above. In high-rise MDUs the IAT will be installed in the telecommunications equipment room or wiring closet and adjacent to BellSouth's distribution and riser cable terminals unless Supra and BellSouth mutually agree otherwise.
- 5.2.7.6 Each IAT installed in a telecommunications room or wiring closet will provide access to riser/NTW pairs at no additional cost other than the rates set forth in Exhibit A.
- 5.2.7.7 Following the installation of the IAT, Supra will submit the following combinations of information via the LSR: (Reference Table 3 for Intervals for Activation of Pairs)
- 5.2.7.7.1 For working pairs, Supra must provide the telephone number or circuit ID. Supra will be provided access to the riser/NTW from the building equipment room and will terminate to the end user's NID.
- 5.2.7.7.2 For spare pairs where Supra has identified the specific end user's location, Supra must provide the number of spare pairs and the end user's complete address. Supra will be provided access to the riser/NTW in the building equipment room and these pairs will terminate to the end user's NID.
- 5.2.7.8 For activation of pairs in an un-occupied suite or the activation of spare pairs in any suite, it is the responsibility of Supra or other CLECs to provide access to the designated suite(s). Access to these suites must be gained during the initial visit by BellSouth to activate the pairs. If no access is available to the designated suites, BellSouth will terminate and tag these USL-INC pairs in the wiring closet that provides service to the designated end user's suite. Supra will be responsible for making the

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connection to the appropriate network terminating wire for the desired end user.

- 5.2.7.9 Once BellSouth installs the IAT and the riser/NTW pairs requested by Supra, BellSouth will not be liable for other ALECs unauthorized use of Supra's riser/NTW pairs.
- 5.2.7.10 Following the activation of any pair (s) there will be a minimum one (1) month billing of recurring charges.
- 5.2.7.11 Supra will isolate and report riser/NTW trouble reports to BellSouth. If BellSouth dispatches a technician on a reported trouble call and no riser/NTW trouble is found on the BellSouth provided facility, BellSouth will charge Supra for time spent on the dispatch and testing the riser/NTW pair(s).
- 5.2.7.12 If Supra requests a dispatch of a BellSouth Technician for any reason (other than trouble reports) relating to riser/NTW, Supra will pay time and material charges associated with the dispatch and work performed.

Table 2 – Installation of IAT Intervals

Number of Pairs	Intervals
* 100 - 200 Pairs	15 Business Days from Receipt of SI
* 201 – 400 Pairs	20 Business Days from Receipt of SI
* 401 – 600 Pairs	25 Business Days from Receipt of SI
* 601 – 1000 Pairs	30 Business Days from Receipt of SI
* 1001 + Pairs	40 Business Days from Receipt of SI

* These IAT intervals are based on the available space in the existing equipment room. If the property owner is required to make modifications to the main equipment room(s) due to space limitations, the above intervals are effective after the property owner has completed the modifications.

Table 3 – Activation of Pairs Interval

Number of Pairs	Intervals
* 1-14 Pairs	5 Business Days from Receipt of LSR
* 15 – 30 Pairs	7 Business Days from Receipt of LSR
* 31 – 100 Pairs	10 Business Days from Receipt of LSR
* 101 – 200 Pairs	15 Business Days from Receipt of LSR
* 201 – 400 Pairs	20 Business Days from Receipt of LSR
* 401 + Pairs	25 Business Days from Receipt of LSR

*These intervals are based on the number of working pairs on each floor and other spare pairs available from the main equipment room in a MDU building. If the requested number of working and spare pairs is not available, BellSouth will notify **Supra**, and BellSouth will activate all available working and spare pairs. **Supra** may request BellSouth to place additional riser/NTW pairs to a designated end-user via the BellSouth Special Construction process.

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ISSUE 31: SHOULD BELLSOUTH BE ALLOWED TO AGGREGATE LINES PROVIDED TO MULTIPLE LOCATIONS OF A SINGLE CUSTOMER TO RESTRICT SUPRA TELECOM'S ABILITY TO PURCHASE LOCAL CIRCUIT SWITCHING AT UNE RATES TO SERVE ANY OF THE LINES OF THAT CUSTOMER?

RESPONSE: BellSouth proposes the following language to settle this issue.

Attachment 2, Network Elements and Combinations, Section 6.3.1.2

Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for Supra Telecom in cases where Supra Telecom serves end users' physical locations with four or more voice grade (DS0) equivalents or lines, provided that BellSouth provides nondiscriminatory access to combinations of unbundled loops and transport (also known as the enhanced extended link ("EEL")) throughout Density Zone 1, and BellSouth's local circuit switches are located in:

1. The top 50 Metropolitan Statistical Areas as set forth in Appendix B of the Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98, and
2. Density Zone I, as defined in 47 C.F.R. § 69.123, as of January 1, 1999.

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ISSUE 34: WHAT COORDINATED CUT-OVER PROCESS SHOULD BE IMPLEMENTED TO ENSURE ACCURATE, RELIABLE AND TIMELY CUT-OVERS WHEN A CUSTOMER CHANGES LOCAL SERVICE FROM BELLSOUTH TO SUPRA TELECOM?

RESPONSE: BellSouth proposes the following language to settle this issue.

Attachment 2, Network Elements and Combinations

- 2.5 At Supra's request, BellSouth shall provide Existing Combinations of Network Elements to Supra. Existing Combinations of Network Elements are those that are actually physically connected at the time the order is placed. This includes, but is not limited to, the combination of Port/Loop or UNE-P and the combination of Loops and Dedicated Transport or Enhanced Extended Links. The price for these combinations of Network Elements shall be based upon applicable FCC and Commission rules and shall be set forth in Exhibit A of this Agreement. For Existing Combinations of Network Elements, BellSouth will use its best efforts to ensure that any conversion and associated translations requirements shall be performed so as to limit service outages Supra's end users may experience.
- 3.8 Provisioning and Coordinated Cutovers
- 3.8.1 Section 3.8 contains the initial coordination procedures that the Parties agree to follow when Supra Telecom orders and BellSouth provisions the conversion of active BellSouth retail end users to a service configuration by which Supra Telecom will serve such end users by unbundled Loops and number portability (hereinafter referred to as "Hot Cuts"). Both Parties agree that these procedures may need to be refined or augmented if necessary as experience in ordering and provisioning Hot Cuts is gained, and they further agree to implement the improvement procedure provided in Section 3.8.4 below.
- 3.8.1.1 Except as otherwise agreed by the Parties, the time intervals for Hot Cuts shall be monitored and shall conform to the performance standards and consequences for failure to meet the specified standards as reflected in Attachment 9 of this Agreement, which is incorporated herein by this reference.
- 3.8.1.2 The following coordination procedures shall apply when BellSouth retail service is being converted to service to be provided by Supra Telecom utilizing a SL2 local loop (as that term is defined in Section 3.8.3.1.3 below) provided by BellSouth to Supra Telecom with SPNP or PNP (as these two acronyms are defined in Attachment 5, incorporated herein by this reference).

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- 3.8.1.3 Supra Telecom shall order Services and Elements as set forth in this Attachment 2 and BellSouth shall provide a Firm Order Confirmation ("FOC") (as that term and acronym are defined in Attachment 7, incorporated herein by this reference).
- 2.3.8.2 Ordering
- 3.8.2.1 Supra Telecom shall request Hot Cuts from BellSouth by delivering to BellSouth a valid Local Service Request ("LSR") using BellSouth's ordering interfaces described in Attachment 7 to this Agreement, incorporated herein by this reference. Supra Telecom may specify a Due Date or Frame Due Time, as defined below, at any time, including twenty-four (24) hours a day and seven (7) days a week. Supra Telecom shall specify whether its service order is to be provisioned by BellSouth as either: (a) Order Coordination ("OC"); or (b) Order Coordination—Time Specific ("OC-TS"). OC shall mean the type of service order used by Supra Telecom to request that BellSouth provision a Hot Cut on the particular calendar date as specified on the LSR and confirmed on the FOC as set forth in Section 3.8.2.3 below, at any time during that day, referred to in this Section as the "Due Date." OC-TS shall mean the type of service order used by Supra Telecom to request that BellSouth provision a Hot Cut on the particular day returned on the FOC as set forth in Section 3.8.2.3 below and at the particular time specified on the FOC, referred to in this Section as the "Frame Due Time." Supra Telecom shall pay the appropriate rate for either OC or OC-TS as set forth in Attachment 2. Supra Telecom will be billed and will pay overtime for conversions requested and occurring outside of BellSouth's normal hours of operation as defined in Section 3.8.2.2 below.
- 3.8.2.1.1 Until such time as BellSouth's systems can deliver the requested frame due time on the FOC as set forth above, Supra Telecom shall rely on the time requested on the LSR.
- 3.8.2.2 For purposes of this Section, BellSouth's normal hours of operation for personnel performing physical wire work are defined as follows:
- 3.8.2.2.1 Monday – Friday: 8:00 a.m. – 5:00 p.m. (Excluding Holidays) (Resale/UNE non-coordinated, coordinated orders and order coordination-time specific)
- 3.8.2.2.2 Saturday: 8:00 a.m. – 5:00 p.m. (Excluding Holidays) (Resale/UNE non-coordinated orders)
- 3.8.2.2.3 The above hours are defined as the time of day where the work is being performed.
- 3.8.2.2.4 Normal hours of operation for the various BellSouth centers supporting ordering, provisioning and maintenance are as set forth in Attachment 7 and incorporated herein by this reference. Normal hours of operation for the BellSouth centers providing Supra Telecom support will be equal to

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the hours of operation that BellSouth provisions services to its affiliates, end users, and other CLECs.

- 3.8.2.2.5 It is understood and agreed that BellSouth technicians involved in provisioning service to Supra Telecom may work shifts outside of BellSouth's regular working hours as defined in Section 3.8.2.2 above (e.g., the employee's shift ends at 7:00 p.m. during daylight savings time). To the extent that Supra Telecom requests that work necessarily required in the provisioning of service to be performed outside BellSouth's normal hours of operation and that work is performed by a BellSouth technician during his or her scheduled shift such that BellSouth does not incur any additional costs in performing the work on behalf of Supra Telecom, BellSouth will not assess Supra Telecom additional charges beyond the rates and charges specified in this Agreement.
- 3.8.2.2.6 Supra Telecom will not be assessed overtime charges where BellSouth elects to perform a coordinated hot cut outside of BellSouth's normal hours of operation. However, Supra Telecom will pay overtime charges subject to the provisions of Section 3.8.2.2.5 above, where Supra Telecom requests a time specific conversion which based on the completion intervals outlined in Section 3.8.3.6 requires BellSouth to complete the conversion outside of BellSouth's normal hours of operation. BellSouth normal hours of operation are defined in Section 3.8.2.2 above of this Attachment 2 as well as Attachment 7, incorporated herein by this reference.
- 3.8.2.2.7 Upon receipt of the LSR, BellSouth's Operational Support System (hereinafter "BellSouth's OSS") shall examine the service order to determine whether it contains all the information necessary for BellSouth to process the service order. BellSouth shall review the information provided on the LSR and identify and reject any errors contained in the information provided by Supra Telecom for the current view of the LSR.
- 3.8.2.2.8 BellSouth shall provide Supra Telecom real-time, electronic access to its LFACS system in the pre-ordering phase to allow Supra Telecom (1) to access loop makeup in accordance with Attachment 2 incorporated herein by this reference and (2) to validate its connecting facility assignments (CFA) prior to the issuance of an LSR. Implementation of such shall be determined by the current Change Control Process Guidelines outlined in Attachment 7. However, BellSouth commits that the CFA LFACS feature will be included in release 10.0 unless an alternative release delivery is mutually agreed to by both parties.
- 3.8.2.2.9 If BellSouth does not deliver CFA LFACS access as outlined in Section 3.8.2.2.8 above, BellSouth will waive OCTS charges for any time specific conversions where a post FOC CFA conflict occurs until such time as BellSouth provides CFA LFACS access as outlined in Section 3.8.2.2.8 above. Upon facility assignment validation by Supra Telecom

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and upon receipt of Supra Telecom's LSR. BellSouth may issue clarifications to FOCs (Post-FOC Clarification) if BellSouth determines that a connecting facility assignment ("CFA") assigned on an Supra Telecom LSR is in conflict with BellSouth records.

- 3.8.2.2.10 Both parties agree that post FOC clarifications should not occur, provided Supra Telecom checks the status of the CFA utilizing the real-time preorder LFACS access, as referenced in Section 3.8.2.2.8 above, prior to the issuance of an LSR, and BellSouth completes disconnect orders in a timely manner through updating its own CFA database and performing the required physical work. BellSouth and Supra Telecom will investigate and address adverse trends of post FOC clarifications via the process improvement mechanism outlined in Section 3.8.4 below.
- 3.8.2.2.11 BellSouth and Supra Telecom will work cooperatively to ensure data base integrity is achieved between Supra Telecom and BellSouth CFA assignments. This cooperative effort will include at a minimum: (1) Supra Telecom ensuring that its processes support data base integrity, e.g., timely issuance of disconnects, proper assigning of facilities pending on canceled LSRs, and use of information provided by BellSouth to allow Supra Telecom to identify and synchronize such data base; and (2) BellSouth will ensure that it processes Supra Telecom requests for cancellation of local service requests in a time frame that allows Supra Telecom to accurately maintain its CFA records. Until such time BellSouth provides LFACS access to Supra Telecom in accordance with Section 3.8.2.2.8 above, BellSouth agrees to continue processing disconnects to correct CFA data base discrepancies via a BellSouth provided spread sheet. Once access to LFACS is provided to Supra Telecom, in accordance with Section 3.8.2.2.8 above, Supra Telecom agrees to submit individual LSRs to correct data base discrepancies and will discontinue using the spread sheet method unless the parties mutually agree otherwise.
- 3.8.2.2.12 BellSouth will provide Supra Telecom with data base information via the BellSouth Interconnection Services website at weekly intervals and BellSouth and Supra Telecom will work jointly to identify and resolve any discrepancies between BellSouth and Supra Telecom databases containing the CFA assignments.
- 3.8.2.3 Firm Order Commitment ("FOC")
- 3.8.2.3.1 Pursuant to Section 3.8.2.1 above, for purposes of this Section, a "Firm Order Commitment" or "FOC" is a notification from BellSouth to Supra Telecom that a service order is valid and error free and that BellSouth has committed to provision the service order on the date specified on the LSR and confirmed on the FOC and or on the date and time specified on the LSR and confirmed on the FOC for time specific conversions. BellSouth's committed due date is the date BellSouth strives to deliver

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service but is not a guaranteed date and may be altered due to facility or manpower shortages and acts of God.

- 3.8.2.3.2 For the initial LSR, BellSouth should not provide Supra Telecom with either a request for clarification or a reject message after BellSouth provides Supra Telecom a FOC, except as outlined in Section 3.8.2.2.9 above. Supplemental LSRs must be submitted via the method utilized to submit the original LSR e.g. mechanized or manual unless conditions warrant otherwise and mutually agreed to by both parties.
- 3.8.2.3.3 BellSouth's measurement of FOC/reject performance as stated in Section 3.8.2.3.1 above will be set forth in Attachment 9, incorporated herein by this reference.
- 3.8.3 Provisioning
 - 3.8.3.1 Either party shall notify the other as soon as it becomes aware of any jeopardy condition which may arise that would jeopardize BellSouth's committed due date or OC-TS, as applicable, of providing service to Supra Telecom.
 - 3.8.3.1.1 Upon receipt of the FOC pursuant to Section 3.8.2.3.1, Supra Telecom shall notify the customer of the Due Date and or Due Time (OC-TS order). Either party shall notify the other party immediately if either party becomes unable to make the Hot Cut at the Due Time and / or on the Due Date specified. New scheduled due dates and times shall be within BellSouth's normal hours of operations unless mutually agreed to by both parties.
 - 3.8.3.1.2 Excluding facility shortages, acts of God or unforeseen force shortages, if BellSouth changes the date of a conversion from the date returned on the FOC, the new due date will be no greater than three (3) business days from the original requested date.
 - 3.8.3.1.3 In the event BellSouth does not complete a conversion on the date returned on the FOC or does not complete a time specific conversion as requested due solely to BellSouth reasons, the following circumstances shall occur: (a) BellSouth shall document the order as a Missed Appointment pursuant to the appropriate service quality measurement outlined in Attachment 9 and incorporated herein by this reference and (b) Supra Telecom will not re-negotiate nor consider a change in due date and or due time as a re-negotiation; and (c) Supra Telecom will advise BellSouth to proceed as necessary to complete the cut; and BellSouth will not bill OCTS charges and Supra Telecom will not be required to pay for OCTS where a missed appointment of OCTS has occurred as provided for in the service quality measurements of Attachment 9 and incorporated herein by this reference.
 - 3.8.3.1.4 Conversions that cannot be completed as requested on the LSR and confirmed on the FOC, solely to Supra Telecom or Supra Telecom's end

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user reasons will be submitted to BellSouth as a Supplemental Order. Supplemental Orders must be submitted via the method utilized to submit the original LSR, e.g., mechanized or manual unless conditions warrant otherwise and mutually agreed to by both parties.

- 3.8.3.2 Upon receipt of the FOC, Supra Telecom and BellSouth agree to follow the procedures for porting numbers as outlined in Attachment 5, incorporated herein by this reference.
- 3.8.3.2.1 In the event that BellSouth discovers, during the provisioning process, a conflict between BellSouth's database and its physical facilities, indicating a lack of BellSouth facilities, BellSouth shall issue a Pending Facilities ("PF") status by sending an electronic notice to Supra Telecom, if the request was submitted electronically, or in the case of a manually submitted LSR, such notice will be provided via the PF report accessible via the Internet.
- 3.8.3.2.1.1 Pending Facilities order status occurs when a due date may be in jeopardy due to facility delay and may become a Missed Appointment due to BellSouth reasons.
- 3.8.3.2.1.2 In the event that BellSouth cannot meet its committed Due Date and or Due Time because of a PF condition due to a BellSouth facility shortage, the following shall occur: (a) BellSouth will notify Supra Telecom as soon as the order is placed in PF status in accordance with Section 3.8.3.2.1 above; and (b) BellSouth shall document the order as a Missed Appointment ("MA") within BellSouth's internal systems, provided BellSouth is unable to complete the work on the date returned on the FOC; and (c) BellSouth will provide Supra Telecom estimated service date ("ESD") information at intervals that BellSouth provides such information to itself, its own end users, its affiliates or any other CLEC. BellSouth targets to provide ESD information within 5 business days from the date the PF condition occurs.
- 3.8.3.2.2 Supra Telecom shall provide BellSouth with a toll free number as stated in the Implementation Contact Telephone Number ("ImpCon") Field on the LSR that BellSouth shall commit to call and use for all notification to Supra Telecom. In addition, a Supra Telecom representative will answer and will respond within 5 minutes. Response as used in this section shall mean that the Supra Telecom agent is ready to receive and record information provided by BellSouth.
- 3.8.3.2.3 In the event BellSouth does not find dial tone on the Supra Telecom side when testing prior to the conversion date and time, and detects no trouble on the BellSouth side, BellSouth shall immediately notify Supra Telecom. Supra Telecom shall perform the appropriate internal tests and, if necessary, will dispatch a technician to its collocation site at the BellSouth Central Office. If the Supra Telecom technician finds no trouble on the Supra Telecom side when testing, Supra Telecom will notify BellSouth.

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Both Parties will work cooperatively, to isolate and clear the trouble and arrange, if necessary, a joint meeting of a BellSouth technician and a Supra Telecom technician at the last point of BellSouth's responsibility at the collocation site. Both Parties' technicians will meet at the collocation site to work cooperatively by jointly isolating the trouble, and repairing it. If either Party believes the trouble is not being resolved properly, either Party may escalate the matter for immediate resolution. BellSouth will continue to process the Service Order without requiring a supplemental order assuming that Supra Telecom will correct the problem prior to the cut date and time. If the problem is determined to be a BellSouth problem and the cut time has passed, BellSouth will waive non-recurring OC-TS charges pursuant to Section 3.8.3.1.3 above, and the Parties shall establish, by mutual consent, a new due time and or due date to be met through expedited processing.

- 3.8.3.2.4 Troubles referred to Supra Telecom as referenced in Section 3.8.3.2.3 above will be repaired by the Supra Telecom technician, if necessary. Unless Supra Telecom notifies BellSouth that the "No Dial tone" issue has not been resolved, BellSouth shall continue to process the Service Order without requiring a supplemental order. Supra Telecom agrees that BellSouth may rely on the lack of such notification to mean that Supra Telecom believes it can resolve the "No Dial tone" issue prior to Due Date or Due Time. Supra Telecom shall not be required to call BellSouth to communicate that the "No Dial Tone" issue has been resolved. If at the time of the cut, Supra Telecom dial tone is not detected on the BellSouth collocation pair and Supra Telecom and BellSouth agree that the problem is due to Supra Telecom and cannot be resolved within 15 minutes, Supra Telecom will be required to supplement the order, which will be submitted via the method utilized to submit the original LSR, and request a new due date and time. If Supra Telecom is unable to correct the repair within 15 minutes, Supra Telecom may request that BellSouth technicians standby until the condition is corrected by paying standby rates as provided for in FCC Tariff #1. If either Party believes that the process set forth herein is not satisfactorily implemented, the process improvement plan as described in Section 3.8.4.1 below will be applied
- 3.8.3.3 Supra Telecom will ensure that dial tone is delivered to the BellSouth collocation pair 48 hours prior to due date.
- 3.8.3.3.1 For OC-TS or OC conversions, BellSouth will verify the cut-over time designated by Supra Telecom for OCTS or verify the due date for OC conversions 24-48 hours in advance via telephone to ensure that the conversion is to be completed as ordered. In addition, BellSouth shall provide the following information at the time of this call: dial tone and the ANI test results, Due Date, frame due time if the order is an OC-TS order, the number of lines and the cable and pair assignment. This telephone call at [24-48] notifying Supra Telecom with the above information stated in

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this Section, will be known as the "Concurrence Call." This verified information must be the same Due Date or OC-TS as set back on the FOC unless the Parties jointly agree on or before this concurrence call on a new due date or OC-TS. Both parties will ensure OC-TS as identified in this section will commence within fifteen (15) minutes of the agreed time. BellSouth agrees to make the concurrence call at the same time or after the dial tone and ANAC test has been completed. In the unlikely event BellSouth does not complete the dial tone and ANAC test 24 hours prior to the due date, BellSouth will either confirm that the conversion will take place at the scheduled conversion time or advise Supra Telecom that it will not. If BellSouth advises Supra Telecom that it will not meet the scheduled conversion date or time, BellSouth will document a missed due date or missed time specific conversion in accordance with Section 3.8.3.1.3 above.

- 3.8.3.3.2 BellSouth will advise Supra Telecom, via jeopardy notice, as soon as BellSouth becomes aware of a jeopardy condition which would delay the delivery of service to Supra Telecom as outlined in BellSouth's FOC or time of conversion as mutually agreed to or as ordered by Supra Telecom.
- 3.8.3.3.3 Upon the issuance and receipt of a jeopardy notice, the Parties agree to follow mutually agreed upon business rules established for resolving various types of jeopardy conditions.
- 3.8.3.3.4 Due Date Activities
 - 3.8.3.4.1 The UNEC will coordinate with all internal groups within BellSouth to start the conversion at the scheduled conversion time. Once notified, the central office technician will verify Supra Telecom dial tone at the tied in jumper at the BellSouth cable pair and will perform an ANAC verification of the line at the BellSouth cable pair. If dial tone is verified and the line is verified to the correct number, the BellSouth central office technician will monitor the line and when idle, will remove the BellSouth jumper and terminate at the BellSouth main distribution frame ("MDF") the tied in jumper to the Supra Telecom collocation point. The BellSouth CO technician will then perform an ANAC verification of the line to verify Supra Telecom dial tone and ensure the correct number is delivered to the BellSouth cable pair.
- 3.8.3.5 Activities After Hot Cut
 - 3.8.3.5.1 The UNEC will then advise Supra Telecom via telephone call for all coordinated conversions that the cut is complete, pursuant to Section 3.8.3.2.2 above, and allow Supra Telecom to accept or reject the service. BellSouth shall work cooperatively with Supra Telecom to correct any problems associated with the conversion of the service which might result in Supra Telecom's rejection of the service.
 - 3.8.3.5.2 If BellSouth fails to contact Supra Telecom after the hot cut and in accordance with the Cut Complete Call stated in Sections 3.8.3.5.1 and

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- 3.8.3.2.2 above (number stated in the "ImpCon" Field of the Supra Telecom LSR) BellSouth shall document the order as a "Missed Appointment" within BellSouth's internal systems pursuant to Section 3.8.3.1.3 above.
- 3.8.3.5.3 BellSouth will hold open the conversion orders within the following time frames after the call specified in Section 3.8.3.5.1 above has been made:
- 3.8.3.5.3.1 If the call is received by Supra Telecom prior to 5:00 p.m. on the conversion day, BellSouth will hold the order open until 6:00 p.m.;
- 3.8.3.5.3.2 If Supra Telecom requests the order be held open for a longer time, BellSouth will hold the requested order open until 12:00 noon the following business day;
- 3.8.3.5.3.3 If the call is received by Supra Telecom after 5:00 p.m. on the conversion day, BellSouth will hold the order open until 12:00 noon the following business day unless otherwise agreed to by the parties;
- 3.8.3.5.3.4 If BellSouth does not receive verbal acceptance by Supra Telecom pursuant to the above conditions, BellSouth will deem the conversion accepted by Supra Telecom.
- 3.8.3.5.4 BellSouth and Supra Telecom reserve the right to change its internal hot cut activities as business needs dictate. Any change to the hot cut procedures contained in this Attachment will be discussed by the parties and will be implemented subject to the provisions of the process improvement mechanism as set forth in Section 3.8.4 below.
- 3.8.3.6 Loop Cut-Over Timing
- 3.8.3.6.1 BellSouth shall complete the loop cut-over step and notify Supra Telecom of such completion in accordance with the section, commencing with the specified time committed to on the FOC and ending no later than the following time limits depending on the number of lines being cut. In the case of a Coordinated Order Time Specific or OC conversion: 1-10 loops => 60 mins (1 hour); 11-30 loops => 120 mins. (2 hours) unless project managed; 31+ loops => Project Managed.
- 3.8.3.6.2 BellSouth's commitment to performance as set forth in Attachment 9 of this Agreement is incorporated herein by this reference.
- 3.8.3.6.3 Intervals for loops for a single end user on the same local service requests for loops greater than thirty (30) will be completed at intervals mutually coordinated by both parties through Project Management. Both parties recognize that certain conversions requiring multiple cut points may exceed the above intervals but in any event both parties will work cooperatively to limit service outage to an end user.
- 3.8.3.6.4 In the event BellSouth does not complete the loop cut-over step within the appropriate time limit provided in Section 3.8.3.6.1 above and notify Supra Telecom of such completion in accordance with Section 3.8.3.5.1

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above. Supra Telecom may escalate such failure to the proper BellSouth official for expedited resolution immediately at the end of such time limit.

- 3.8.3.7 Completion Notice
 - 3.8.3.7.1 BellSouth shall send Supra Telecom completion notices when the LSRs are submitted electronically. If submitted manually, Supra Telecom may determine the completion status for all LSRs by accessing the CSOTS Report via the Internet.
- 3.8.4 Process Improvement
 - 3.8.4.1 Within seventy-five (75) calendar days of the Effective Date, the Parties agree to negotiate and adopt a process improvement method to be used throughout the term of this Agreement for amending and supplementing the initial procedures established in this Section. Such process shall be implemented by the Parties thirty (30) calendar days from the date such method is mutually developed. Both parties will work cooperatively to identify areas for improvement and, if applicable, develop and implement process changes resulting from such mutual cooperation. Such method will provide the procedures to be employed on an on-going basis by the Parties when one Party wishes to improve any of the initial provisions set out in this Section. Each improvement negotiated by the Parties must be documented in an Attachment to the initial procedures as mutually agreed by the Parties.
 - 3.8.4.2 In the event that the Parties are unable to enter into the improvement method contemplated in Section 3.8.4.1 above within ninety (90) days of the Execution Date, the Parties agree to resolve any disputes in accordance with the dispute resolution process provided in Section 16 of the General Terms and Conditions of this Agreement. Additionally, the Parties agree to seek such resolution on an expedited basis of any dispute involving a procedure that adversely impacts a customer.
- 3.8.5 New Loop Provisioning – “Loop Only”
 - 3.8.5.1 BellSouth will provision new loops at intervals outlined in the Products and Services Interval Guide.
 - 3.8.5.2 BellSouth will perform pre-service testing to ensure Supra Telecom dial tone and telephone number is delivered to the BellSouth loop.
 - 3.8.5.3 If Supra Telecom dial tone is not detected during pre-service testing, BellSouth will notify Supra Telecom and will continue with the provisioning process assuming that Supra Telecom will correct the problem prior to the due date.
 - 3.8.5.4 Supra Telecom will deliver dial tone and telephone number to the Supra Telecom collocation point forty-eight (48) hours prior to the due date.
 - 3.8.5.5 BellSouth and Supra Telecom will notify either party if the due date cannot be met for any reason.

PROPOSED LANGUAGE - SUPRA ARBITRATION ISSUES

- 3.8.5.6 Cooperative testing, trouble resolution, completion notification and acceptance testing as provided for in Ordering and Provisioning of Hot Cuts will apply, and is incorporated herein by this reference.
- 3.8.5.7 BellSouth will deliver to the ordered location at the end users premises, loops as outlined in TR 73600, or in the applicable industry standard.
- 3.8.5.8.1 Where a field visit is required to provision the loop, BellSouth will test the loop ordered by Supra Telecom to the NID. Testing requested by Supra Telecom to points beyond the NID will be billed a time and material charge at the same increments BellSouth charges its own end users. Requests for field testing where a dispatch is not required may be made by Supra Telecom and where mutually agreed to, BellSouth will dispatch to perform additional field testing at rates billed on a time and material basis as mentioned in this section.

PROPOSED LANGUAGE - SUPRA ARBITRATION ISSUES

ISSUE 35: IS CONDUCTING A STATEWIDE INVESTIGATION OF CRIMINAL HISTORY RECORDS FOR EACH SUPRA TELECOM EMPLOYEE OR AGENT BEING CONSIDERED TO WORK ON A BELLSOUTH PREMISES A SECURITY MEASURE THAT BELLSOUTH MAY IMPOSE ON SUPRA TELECOM?

RESPONSE: BellSouth proposes the following language to settle this issue.

Attachment 4, Collocation

11.2 Supra Telecom will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Supra Telecom employee or agent being considered for work on the BellSouth Premises, for the states/counties where the Supra Telecom employee or agent has worked and lived for the past two years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.

PROPOSED LANGUAGE - SUPRA ARBITRATION ISSUES

ISSUE 40: SHOULD STANDARD MESSAGE DESK INTERFACE-ENHANCED (SMDI-E), INTER-SWITCH VOICE MESSAGING SERVICE (IVMS) AND ANY OTHER CORRESPONDING SIGNALING ASSOCIATED WITH VOICE MAIL MESSAGING BE INCLUDED WITHIN THE COST OF ONE SWITCHING PORT? IF NOT, WHAT ARE THE APPROPRIATE CHARGES IF ANY?

RESPONSE: BellSouth is still reviewing in order to settle issue

PROPOSED LANGUAGE - SUPRA ARBITRATION ISSUES

ISSUE 41: SHOULD BELLSOUTH BE REQUIRED TO PROVIDE SUPRA TELECOM THE RIGHT TO AUDIT BELLSOUTH'S BOOKS AND RECORDS IN ORDER TO CONFIRM THE ACCURACY OF BELLSOUTH'S BILLS?

RESPONSE: BellSouth offers the following language to settle this issue.

General Terms and Conditions, Audits and Inspection, Section 12

- 12.1 For carrier billing purposes, the Parties have agreed pursuant to Section 12 of Attachment 6, to create a process for pre-bill certification. Until such time as that process is in place, the audit process provided in this Section 12 shall apply.
- 12.1.1 Subject to BellSouth's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, Supra may audit BellSouth's books, records and other documents once in each Contract Year for the purpose of evaluating the accuracy of BellSouth's billing and invoicing; such audit to be conducted with agreed upon procedures in accordance with Generally Accepted Auditing Standards. Supra may request to review any documents or records legitimately related to its billing regardless of whether or not Supra may have received such documentation or records previously. Supra may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to BellSouth.
- 12.1.2 BellSouth shall promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by Supra in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the Dispute Resolution procedures described in Section 16 of the General Terms and Conditions.
- 12.1.3 BellSouth shall cooperate fully in any such audit, providing reasonable access to any and all appropriate BellSouth employees and books, records and other documents reasonably necessary to assess the accuracy of BellSouth's bills.
- 12.1.4 Supra may audit BellSouth's books, records and documents more than once during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in BellSouth's favor with an aggregate value of at least two percent (2%) of the amounts payable by Supra for Services and Elements or Combinations provided during the period covered by the audit.
- 12.1.5 Audits shall be at Supra's expense, subject to reimbursement by BellSouth in the event that an audit finds an adjustment in the charges or in any invoice paid or payable by Supra hereunder by an amount that is, on an

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- annualized basis, greater than two percent (2%) of the aggregate charges for the Services and Elements during the period covered by the audit.
- 12.1.6 Upon (i) the discovery by BellSouth of overcharges not previously reimbursed to Supra or (ii) the resolution of disputed audits, BellSouth shall promptly reimburse Supra the amount of any overpayment times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date of overpayment to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.
- 12.2 Subject to reasonable security requirements, either Party may audit the books, records and other documents of the other for the purpose of evaluating usage pertaining to transport and termination of local traffic. Where such usage data is being transmitted through CABS, the audit shall be conducted in accordance with CABS or other applicable requirements approved by the appropriate State Commission. If data is not being transferred via CABS, either Party may request an audit for such purpose once each Contract Year. Either Party may employ other persons or firms for this purpose. Any such audit shall take place no later than thirty (30) days after notice thereof to the other Party.
- 12.2.1 Either Party shall promptly correct any reported usage error that is revealed in an audit, including making payment of any underpayment after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the Alternate Dispute Resolution procedures described in Section 16 of the General Terms and Conditions 1.
- 12.2.2 The Parties shall cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the usage pertaining to transport and terminating of local traffic.

PROPOSED LANGUAGE - SUPRA ARBITRATION ISSUES

ISSUE 44: WHAT ARE THE APPROPRIATE CRITERIA UNDER WHICH RATES, TERMS OR CONDITIONS MAY BE ADOPTED FROM OTHER FILED AND APPROVED INTERCONNECTION AGREEMENTS? WHAT SHOULD BE THE EFFECTIVE DATE OF SUCH AN ADOPTION?

RESPONSE: The Party's settled this issue with the following language to close this issue.

General Terms and Conditions, Section 5

5.1 BellSouth shall make available and Supra Telecom may elect to adopt pursuant to 47 U.S.C. § 252 and the FCC rules and regulations regarding such availability any interconnection, service, or network element provided under an agreement approved pursuant to 47 U.S.C. § 252. The adopted interconnection, service, or network element shall apply to the same states as such other agreement and for the identical term of such other agreement.

5.2 Supra Telecom may exercise this option by delivering written notice to BellSouth, which may include a proposed amendment to this Agreement to incorporate the prices, terms and conditions, in whole or in part found in the other agreement. The Parties shall amend this Agreement pursuant to this Section within thirty (30) days after the date of such request; provided, however that in the event of a dispute between the Parties regarding the requested adoption, the Parties shall follow the Dispute Resolution Process set forth in this Agreement and the terms of such amendment as ultimately determined through such Dispute Resolution Process shall be deemed effective thirty (30) days following the date of such request.

PROPOSED LANGUAGE - SUPRA ARBITRATION ISSUES

ISSUE 45: SHOULD BELLSOUTH BE REQUIRED TO POST ON ITS WEB-SITE ALL BELLSOUTH INTERCONNECTION AGREEMENTS WITH THIRD PARTIES? IF SO, WHEN?

RESPONSE: The Party's settled this issue and BellSouth proposes the following language to close this issue.

General Terms and Conditions, Section 24.15.2 (New section)

BellSouth shall develop the capability to post on its web site any BellSouth interconnection agreement between BellSouth and any third party, and shall post such agreements no later than five days after the approval of such agreement with the Commission. The format of the posted agreements will permit downloading and saving of any posted interconnection agreement.

PROPOSED LANGUAGE - SUPRA ARBITRATION ISSUES

5	Lifeline Link Up Services	Yes	Yes
6	911 E911 Services	Yes	Yes
7	N11 Services	Yes	Yes
8	AdWatch SM Svc (See Note 3)	Yes	No
9	MemoryCall [®] Service	Yes	No
10	Mobile Services	Yes	No
11	Federal Subscriber Line Charges (also known as End user Common Line Charge)	Yes	No
12	Non-Recurring Charges	Yes	Yes
13	Customer Line Charge – Number Portability	Yes	No

Applicable Notes:

- 1 **Grandfathered services** can be resold only to existing subscribers of the grandfathered service.
- 2 Where available for resale, **promotions** will be made available only to customers who would have qualified for the promotion had it been provided by BellSouth directly.
- 3 AdWatchSM Service is tariffed as BellSouth[®] AIN Virtual Number Call Detail Service.

PROPOSED LANGUAGE - SUPRA ARBITRATION ISSUES

ISSUE 53: HOW SHOULD THE DEMARCATION POINTS FOR UNES BE DETERMINED?

RESPONSE: BellSouth proposes the following language to settle this issue:

Attachment 2, Network Elements and Combinations

- BellSouth shall offer unbundled network elements (UNEs) to Supra at the rates, terms and conditions set forth in this Agreement.
- BellSouth shall permit Supra to connect Supra's facilities with each of BellSouth's UNEs at any technically feasible demarcation point, and BellSouth shall provide Supra access to the Supra side of such demarcation point.
- Supra may use UNEs provided hereunder to provide any features, functions or service options that such UNEs are capable of providing, including those features, functions or service options described in the technical references identified herein for such UNEs.
- BellSouth shall offer each UNE individually and in the combinations specifically described in this Attachment.
- For each UNE, BellSouth shall provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panel or a Main Distribution Frame) and, if necessary, access to such demarcation point, which Supra agrees is suitable. However, where BellSouth provides combinations of UNEs to Supra, BellSouth may provide the existing interconnections and no demarcation point shall exist between the combined UNEs.

Attachment 4, Collocation

- 5.5 Demarcation Point. For the purposes of this Attachment, BellSouth will designate the point(s) of interconnection between Supra Telecom's equipment and/or network and BellSouth's network located as close as reasonably possible to Supra Telecom's Collocation Space. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. BellSouth will not require Supra Telecom to use an intermediate interconnection arrangement in lieu of direct connection to BellSouth's network, if technically feasible. 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. Supra Telecom shall be responsible for providing, and Supra Telecom's BellSouth Certified Vendor shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.4 of this

PROPOSED LANGUAGE - SUPRA ARBITRATION ISSUES

Attachment 4. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. Supra Telecom or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6 of this Attachment 4, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At Supra Telecom's option, expense, and if space permits, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space but shall not serve as the demarcation point, but may serve as a testing point.

PROPOSED LANGUAGE - SUPRA ARBITRATION ISSUES

ISSUE 57: SHOULD BELLSOUTH BE REQUIRED TO PROVIDE DOWNLOADS OF RSAG, LFACS, PSIMS, AND PIC DATABASES WITHOUT LICENSE AGREEMENTS AND WITHOUT CHARGE?

RESPONSE: The Party's settled this issue as it pertains to PSIMS and PIC and agreed on the following language:

Attachment 7, Interface Requirements for Ordering and Provisioning, Maintenance and Repair And Pre-Ordering

New Section 1.9

1.9 Product and Service Information Management Systems ("PSIMS").

1.9.1 BellSouth shall provide Supra Telecom on a monthly basis, a flat file extraction of PSIMS, which includes PIC availability as well as a list of the features and functions available on an end office-by-office basis, via CONNECT:Direct Service. There is no charge for obtaining the PSIMS file in this manner.

PROPOSED LANGUAGE - SUPRA ARBITRATION ISSUES

ISSUE 59: SHOULD SUPRA TELECOM BE REQUIRED TO PAY FOR EXPEDITED SERVICE WHEN BELLSOUTH PROVIDES SERVICES AFTER THE OFFERED EXPEDITED DATE, BUT PRIOR TO BELLSOUTH'S STANDARD INTEVAL?

RESPONSE: No agreement to settle

PROPOSED LANGUAGE - SUPRA ARBITRATION ISSUES

ISSUE 62: SHOULD BELLSOUTH BE REQUIRED TO PROVIDE COMPLETION NOTICES FOR MANUAL ORDERS FOR THE PURPOSE OF THE INTERCONNECTION AGREEMENT?

RESPONSE: No agreement to settle

EXHIBIT

E

Write, Nancy

From: Jordan, Parkey
Sent: Friday, October 12, 2001 10:14 AM
To: 'Turner, Paul'; Jordan, Parkey
Cc: Follensbee, Greg; 'Nilson, Dave'; 'Dahlke, Kirk'
Subject: RE PSC Docket 00-1305

I don't think we need anything formal going to the PSC. I will check with Mike, but I think he usually just informs the staff of resolved issues. We do not need to provide the language to the PSC. Your point is a good one, however, regarding the contract issue. If we can agree on language to resolve issues, we can each have a proposal for where it goes. We will just have to wait for the PSC to address that issue, and we can provide that caveat to the staff when we inform them of resolved issues.

I will be sending you the draft RSAG license agreement shortly, and we are gathering additional information for our call on October 17. I will check with Mike and get back to you regarding how to notify the Commission of resolved issues. In any event, I think we should wait until the end of next week to send notice, as we may close out some additional issues.

Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-0794

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

From: Turner, Paul [mailto:PTurner@STIS.com]
Sent: Thursday, October 11, 2001 2:42 PM
To: 'parkey.jordan@bellsouth.com'
Cc: 'greg.follensbee@bellsouth.com'; Nilson, Dave; Dahlke, Kirk
Subject: PSC Docket 00-1305

Parkey:

Supra is working on a draft stip for the Commission regarding our settled, withdrawn and narrowed issues. One issue that has come up is where we agree on language, we have both proposed different base agreements. In order to resolve this, Supra could identify the agreed upon language by issue with either a reference to the applicable portion of both parties' base agreement or without such a reference.

What is BellSouth's position on this?

Paul

EXHIBIT E

EXHIBIT

F

White, Nancy

From: Follensbee, Greg
Sent: Monday, July 01, 2002 11:22 AM
To: 'Mark Buechele'; Jordan, Parkey
Subject: FW: Resolved Issues

Mark,

Here is the email I referred to on the all 20 minutes ago. We await your call at 1:30 to discuss.

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

From: Jordan, Parkey
Sent: Thursday, October 25, 2001 6:08 PM
To: 'pturner@stis.com'; 'dnilson@stis.com'
Cc: Follensbee, Greg; Twomey Esq., Mike
Subject: Resolved Issues



8xs3021.DOC

Pursuant to our meeting this afternoon, I have revised the attached document that sets forth the issues the parties have resolved. I have added issue 7 to the list of resolved issues and have included the applicable language. I have also added issue 18 to the list of partially resolved issues. Finally, I have removed contract placement references.

As stated, I will be out of the office tomorrow. If you want to make changes to the language, we can do that next week. For purposes of reporting to the commission which issues are resolved, I think the summary will suffice.

Thanks.

EXHIBIT F

BELLSOUTH/SUPRA ARBITRATION RESOLVED ISSUES

SUMMARY

Thirteen (13) issues were either withdrawn at Issue Identification or were withdrawn or resolved during the Intercompany Review Board meeting in June. These are 2, 3, 6, 30, 36, 37, 39, 43, 50, 54, 56, 58 and 64.

Twenty (20) issues were either withdrawn or resolved during the mediation, the hearing or in subsequent meetings thereafter. These are A, 7, 9, 13, 14, 17, 25A, 25B, 26, 27, 31, 35, 41, 44, 45, 48, 51, 52, 53 and 55. The language to which the Parties agreed in settlement of these issues is set forth below. However, the Parties have not agreed to the placement of the language in the interconnection agreement. This will be determined in part when the Commission issues an order regarding Issue B.

Two (2) issues have been resolved in part, thus narrowing the issue to be decided by the Commission. These are issues 18 and 57.

SETTLEMENT LANGUAGE

ISSUE A: HAS BELLSOUTH OR SUPRA VIOLATED THE REQUIREMENT IN COMMISSION ORDER PSC-01-1180-FOF-TI TO NEGOTIATE IN GOOD FAITH PURSUANT TO SECTION 252 (B)(5) OF THE ACT? IF SO, SHOULD BELLSOUTH OR SUPRA BE FINED \$25,000 FOR EACH VIOLATION OF COMMISSION ORDER PSC-01-1180-FOF-TI, FOR EACH DAY OF THE PERIOD MAY 29, 2001 THROUGH JUNE 6, 2001?

The Parties agreed to withdraw this issue with no added language.

ISSUE 2: WHAT IS THE SCOPE OF THE ABILITY TO USE THE OTHER PARTY'S CONFIDENTIAL INFORMATION THAT IS OBTAINED PURSUANT TO THIS INTERCONNECTION AGREEMENT?

The Parties agreed to use language in existing agreement, found in the General Terms and Conditions, Section 18.

ISSUE 7: WHICH END USER LINE CHARGES, IF ANY, SHOULD SUPRA BE REQUIRED TO PAY BELLSOUTH?

Recovery of charges associated with implementing Number Portability through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in BellSouth's FCC Tariff No. 1 and will be billed to Supra where Supra is a subscriber to local switching or where Supra is a reseller of BellSouth telecommunications services. This charge will not be discounted.

Pursuant to 47 CFR Section 51.617, BellSouth will bill Supra Telecom the end user common line charges (sometimes referred to as the subscriber line charge) identical to the end user common line charges BellSouth bills its end users. The end user common line charges shall not be discounted. Supra in turn may bill its end users Supra's end user common line charges.

When Supra purchases an unbundled loop or a port/loop combination, BellSouth will not bill Supra Telecom the end user common line charges (sometimes referred to as the subscriber line charge) identical to the end user common line charges BellSouth bills its end users. Supra may bill its end users Supra's end user common line charges.

Unbundled Local Switching consists of three separate unbundled elements: Unbundled Ports, End Office Switching Functionality, and End Office Interoffice Trunk Ports.

Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to Supra's end user local calling and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.

Provided that Supra purchases unbundled local switching from BellSouth and uses the BellSouth CIC for its end users' LPIC or if a BellSouth end user selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by an end user of one Party and terminated to an end user of itself or the other Party where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a party other than BellSouth). BellSouth will charge Supra the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for calls that originate and terminate in the same LATA (except for those calls originated and terminated through switched access arrangements) and that use the BellSouth LPIC. Intercarrier compensation for local calls between BellSouth and Supra shall be as described in BellSouth's UNE Local Call Flows 1, 3, 5, 7, 9, 10, 11 and 12 set forth in Exhibit __ to this Attachment.

Where Supra purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its end users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from a Supra end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs. For such local calls, BellSouth will charge Supra the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and Supra shall be as described in BellSouth's UNE Local Call Flows 1, 3, 5, 7, 9, 10, 11 and 12 set forth in Exhibit __ to this Attachment.

For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill Supra the

UNE elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges, as appropriate.

Reverse billed toll calls, such as intraLATA 800 calls, calling card calls and third party billed calls, where BellSouth is the carrier shall also be considered as local calls and Supra shall not bill BellSouth originating or terminating switched access for such calls.

ISSUE 9: WHAT SHOULD BE THE DEFINITION OF ALEC?

ALTERNATE LOCAL EXCHANGE COMPANY ("ALEC") is as defined in the Florida Statutes.

ISSUE 13: WHAT SHOULD BE THE APPROPRIATE DEFINITION OF LOCAL TRAFFIC FOR PURPOSES OF THE PARTIES' RECIPROCAL COMENSATION OBLIGATIONS UNDER SECTION 251(B)(5) OF THE 1996 ACT?

5. Interconnection Compensation

5.1 Compensation for Local and ISP-bound Traffic

5.1.1 Local Traffic is defined as any circuit switched call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that Party's network, except for those calls that originated or terminated through switched access arrangements as established by the ruling regulatory body.

5.1.1.1 The Parties recognize and agree that the compensation for the transport and termination of Local Traffic and ISP-bound Traffic is intended to allow each Party to recover costs associated with such traffic. The Parties recognize and agree that such compensation will not be billed and shall not be paid for calls where a Party sets up a call, or colludes with a third party to set up a call, to the other Party's network for the purpose of receiving reciprocal compensation, and not for the purposes of providing a telecommunications service to an end user.

5.1.1.2 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.

ISSUE 14: SHOULD BELLSOUTH PAY RECIPROCAL COMPENSATION TO SUPRA TELECOM WHERE SUPRA TELECOM IS UTILIZING UNES TO PROVIDE LOCAL SERVICE FOR THE TERMINATION OF LOCAL TRAFFIC TO SUPRA'S END USERS? IF SO, FOR WHICH UNES SHOULD RECIPROCAL COMPENSATION BE PAID?

Withdrawn. Issue addressed in connection with Issue 25B.

ISSUE 17: SHOULD SUPRA BE ALLOWED TO ENGAGE IN "TRUTHFUL" COMPARATIVE ADVERTISING USING BELLSOUTH'S NAME AND MARKS? IF SO, WHAT SHOULD BE THE LIMITS OF THAT ADVERTISING, IF ANY?

9.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Unless otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the Party's name may be reasonably inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This paragraph 9.1 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in conjunction with services by the other Party or its Affiliates, except as expressly permitted by the other Party.

ISSUE 25A: SHOULD BELLSOUTH CHARGE SUPRA TELECOM ONLY FOR UNES THAT IT ORDERS AND USES?

Withdrawn with no added language.

ISSUE 25B: SHOULD UNES ORDERED AND USED BY SUPRA TELECOM BE CONSIDERED PART OF ITS NETWORK FOR THE PURPOSES OF RECIPROCAL COMPENSATION, SWITCHED ACCESS CHARGES AND INTER/INTRALATA SERVICES?

When Supra orders or uses BellSouth unbundled Network Elements pursuant to Attachment 2 of this Agreement, those elements ordered or used shall be considered part of Supra's network for the purpose of calculating reciprocal compensation and switched access charges, subject to this Section. Where Supra utilizes BellSouth's unbundled switching, for local transit traffic originated by a third party and terminated to a Supra end user, Supra shall be entitled to reciprocal compensation from the third party originating such local transit traffic. Notwithstanding the foregoing, Supra shall not charge reciprocal compensation to BellSouth for termination of BellSouth originated Local Traffic in instances where Supra utilizes BellSouth's unbundled switching and where BellSouth does not bill Supra for the terminating usage on that unbundled switching. In the event that (1) any FCC or State Commission order changes the rates for reciprocal compensation and/or end office switching as set forth in this Agreement, and (2) either Party requests to amend this Agreement to

implement such new rate or rates, and (3) such amendment will result in the rates for end office switching and reciprocal compensation not being equal, then either Party may request to negotiate an amendment to this Section. Call flows applicable to this Section are call flows 9, 10, 11 and 12 as set forth in Exhibit ___ of Attachment 2 of this Agreement.

ISSUE 26: UNDER WHAT RATES, TERMS AND CONDITIONS MAY SUPRA TELECOM PURCHASE NETWORK ELEMENTS OR COMBINATIONS TO REPLACE SERVICES CURRENTLY PURCHASED FROM BELL SOUTH TARIFFS?

Special Access Service Conversions

Supra may not convert special access services to combinations of loop and transport network elements, whether or not Supra self-provides its entrance facilities (or obtains entrance facilities from a third party), unless, Supra uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent Supra requests to convert any special access services to combinations of loop and transport network elements at UNE prices, Supra shall provide to BellSouth a written letter, pursuant to the notices requirement as set forth in Section ___ of the General Terms and Conditions, certifying that Supra is providing a significant amount of local exchange service (as described in this Section) over such combinations.

The certification letter shall indicate under what local usage option Supra seeks to qualify for conversion of special access circuits. Supra shall be automatically deemed to be providing a significant amount of local exchange service over such combinations if it certifies that they are meeting one of the following options:

Supra certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at Supra's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, Supra is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. Supra can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100% interstate access traffic; or

Supra certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50%

of the activated channels on the loop portion of the loop-transport combination have at least 5% local voice traffic individually, and the entire loop facility has at least 10% local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. The loop-transport combination must terminate at Supra's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or

The requesting carrier certifies that at least 50% of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50% of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33% local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. Supra does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

In addition, there may be extraordinary circumstances where Supra is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth above. In such case, Supra may petition the FCC for a waiver of the local usage options set forth herein. If a waiver is granted, then upon Supra's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

BellSouth may, at its sole expense, audit Supra records in order to determine Supra's compliance with the local usage options set forth above. All audits shall be conducted by a third party independent auditor, and Supra and the FCC shall be given thirty (30) days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, Supra shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that Supra is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from Supra.

The Parties further acknowledge that on a going forward basis, Supra may purchase additional special access service under BellSouth's applicable tariffs and convert such special access circuits to EELs, pursuant to the terms of this Agreement, subject to such circuits meeting the local usage options of this Section.

When an existing special access service circuit employed by Supra is converted to Network Elements and/or Combination, BellSouth shall not disconnect and re-connect the elements. When combinations of loop and transport network elements include multiplexing, each of the individual DS1 circuits must meet the above criteria.

Conversion of Service As Is

Supra may request conversion of existing retail services to non-switched combinations of unbundled network elements by submitting an LSR or a conversion spreadsheet, provided by BellSouth, to the LCSC for record changes. For the conversion of retail services to switched combinations, Supra may request such conversions on a single LSR for all services billed under the same Account Telephone Number or master billing account. Supra may consolidate onto a single LSR, up to four end user accounts to a single Account Telephone Number where the accounts are for the same end user and are the same type and end user location. BellSouth will project manage conversions of fifteen (15) or more lines.

To be added to the BFR Attachment:

In the event that Supra requests a product or service that BellSouth has previously offered to another carrier, BellSouth shall make such offering available to Supra on the same rates, terms and conditions, and Supra shall not be required to submit a BFR for such product or service.

ISSUE 27: SHOULD THERE BE A SINGLE POINT OF INTERCONNECTION WITHIN THE LATA FOR THE MUTUAL EXCHANGE OF TRAFFIC? IF SO, HOW SHOULD THE SINGLE POINT BE DETERMINED?

The Parties shall provide interconnection with each other's network for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access).

BellSouth shall provide interconnection with BellSouth's network at any technically feasible point within BellSouth's network.

Supra shall provide interconnection to BellSouth at any mutually agreed upon point.

Supra must establish, at a minimum, a single Point of Presence, Point of Interface, and

Point of Interconnection with BellSouth within the LATA for the delivery of Supra's originated Local Traffic and ISP-bound Traffic terminated to BellSouth and transit traffic terminated to other than BellSouth. If Supra chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth access or local tandem. Furthermore, Supra Telecom must establish Points of Interconnection at all BellSouth access and local tandems where Supra NXXs are "homed." A "Homing" arrangement is defined by a "Final" Trunk Group between the BellSouth access or local tandem and Supra Telecom End Office switch. The "Final" Trunk Group is the last choice telecommunications path between the access or local tandem and End Office switch. It is Supra's responsibility to enter its own NPA/NXX access and/or local tandem "homing" arrangements into the national Local Exchange Routing Guide ("LERG"). In order for Supra to home its NPA/NXX(s) on a BellSouth access or local tandem, Supra's NPA/NXX(s) must be assigned to an exchange rate center area served by that BellSouth access or local tandem and as specified by BellSouth.

Additional Points of Interconnection in a particular LATA may be established by mutual agreement of the Parties. If the Party's are unable to agree, then the Party's agree to continue to use the initial Point of Interconnection until such time as the agreement is amended to incorporate the FPSC's decision in Docket No. 000075-TP.

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

A Point of Interface is the physical telecommunications interface between BellSouth and Supra Telecom's interconnection facilities. It establishes the technical interface and point of operational responsibility. The primary purpose of the Point of Interface is to serve as the terminus for each Party's interconnection facilities. The Point of Interface has the following main characteristics:

- It is a cross-connect point to allow connection, disconnection, transfer or restoration of service.

- It is a point where BellSouth and Supra can verify and maintain specific performance objectives.

- It is specified according to the interface offered in this Agreement

The Parties provide their own equipment to interface with the circuits on the customer premises.

The Point of Interconnection is the point at which the originating Party delivers its originated traffic to the terminating Party's first point of switching on the terminating Party's common (shared) network for call transport and termination. Points of Interconnection are available at either access tandems, local tandems, End Offices, or any other technically feasible point, as described in this Agreement. Supra's requested Point of Interconnection will also be used for the receipt and delivery of transit traffic at BellSouth access and local tandems. Points of Interconnection established at the BellSouth local tandem apply only to Supra originated Local and ISP-bound Traffic and local originating and terminating transit traffic.

The Parties will work cooperatively to establish the most efficient trunking network in accordance with the provisions set forth in this Attachment 3 and accepted industry practices.

Each party will be responsible for engineering its network (i.e., the underlying facilities on which trunks are provisioned) on its side of the Point of Interface. Supra, at its option, shall establish Points of Presence and Points of Interface for the delivery of its originated Local Traffic to BellSouth. The Point of Interface may not necessarily be established at the Point of Interconnection.

BellSouth shall designate the Points of Presence and Points of Interface for the delivery of its originated Local Traffic to Supra for call transport and termination by Supra.

For the purposes of this Attachment 3, Local Channel is defined as a switch transport facility between a Party's Point of Presence and its designated serving wire center.

For the purposes of this Attachment 3, Serving Wire Center is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its Point of Presence.

For the purposes of this Attachment 3, Dedicated Transport is defined as a switch transport facility between a Party's designated serving wire center and the first point of switching on the other Party's common (shared) network.

ISSUE 31: SHOULD BELLSOUTH BE ALLOWED TO AGGREGATE LINES PROVIDED TO MULTIPLE LOCATIONS OF A SINGLE CUSTOMER TO RESTRICT SUPRA TELECOM'S ABILITY TO PURCHASE LOCAL CIRCUIT SWITCHING AT UNE RATES TO SERVE ANY OF THE LINES OF THAT CUSTOMER?

Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for Supra Telecom in cases where Supra Telecom serves end users' physical locations with four or more voice grade (DS0) equivalents or lines, provided that BellSouth provides nondiscriminatory access to combinations of unbundled loops and transport (also known as the enhanced extended link ("EEL")) throughout Density Zone 1, and BellSouth's local circuit switches are located in:

1. The top 50 Metropolitan Statistical Areas as set forth in Appendix B of the Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98, and
2. Density Zone I, as defined in 47 C.F.R. § 69.123, as of January 1, 1999.

BellSouth will not be allowed to aggregate lines provided to multiple locations of a single customer, within the same MSA, to restrict Supra's ability to purchase local circuit switching at UNE rates to serve any of the lines of that customer.

ISSUE 35: IS CONDUCTING A STATEWIDE INVESTIGATION OF CRIMINAL HISTORY RECORDS FOR EACH SUPRA TELECOM EMPLOYEE OR AGENT BEING CONSIDERED TO WORK ON A BELLSOUTH PREMISES A SECURITY MEASURE THAT BELLSOUTH MAY IMPOSE ON SUPRA TELECOM?

11.2 Supra Telecom will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Supra Telecom employee or agent being considered for work on the BellSouth Premises, for the states/counties where the Supra Telecom employee or agent has worked and lived for the past two years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.

ISSUE 41: SHOULD BELLSOUTH BE REQUIRED TO PROVIDE SUPRA TELECOM THE RIGHT TO AUDIT BELLSOUTH'S BOOKS AND RECORDS IN ORDER TO CONFIRM THE ACCURACY OF BELLSOUTH'S BILLS?

12.1 For carrier billing purposes, the Parties have agreed pursuant to Section 12 of Attachment 6, to create a process for pre-bill certification. Until such time as that process is in place, the audit process provided in this Section 12 shall apply.

12.1.1 Subject to BellSouth's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, Supra may audit BellSouth's books, records and other documents once in each Contract Year for the purpose of evaluating the accuracy of BellSouth's billing and invoicing; such audit to be in accordance with applicable Generally Accepted Auditing Standards. Supra may request to review any documents or records legitimately related to its billing regardless of whether or not Supra may have received such documentation or records previously. Supra may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to BellSouth.

12.1.2 BellSouth shall promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by Supra in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the Dispute Resolution procedures described in Section 16 of the General Terms and Conditions.

12.1.3 BellSouth shall cooperate fully in any such audit, providing reasonable access to any and all appropriate BellSouth employees and books, records and other documents reasonably necessary to assess the accuracy of BellSouth's bills.

- 12.1.4 Supra may audit BellSouth's books, records and documents more than once during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in BellSouth's favor with an aggregate value of at least two percent (2%) of the amounts payable by Supra for Services and Elements or Combinations provided during the period covered by the audit.
- 12.1.5 Audits shall be at Supra's expense, subject to reimbursement by BellSouth in the event that an audit finds an adjustment in the charges or in any invoice paid or payable by Supra hereunder by an amount that is, on an annualized basis, greater than two percent (2%) of the aggregate charges for the Services and Elements during the period covered by the audit.
- 12.1.6 Upon (i) the discovery by BellSouth of overcharges not previously reimbursed to Supra or (ii) the resolution of disputed audits, BellSouth shall promptly reimburse Supra the amount of any overpayment times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date of overpayment to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.
- 12.2 Subject to reasonable security requirements, either Party may audit the books, records and other documents of the other for the purpose of evaluating usage pertaining to transport and termination of local traffic. Where such usage data is being transmitted through CABS, the audit shall be conducted in accordance with CABS or other applicable requirements approved by the appropriate State Commission. If data is not being transferred via CABS, either Party may request an audit for such purpose once each Contract Year. Either Party may employ other persons or firms for this purpose. Any such audit shall take place no later than thirty (30) days after notice thereof to the other Party.
- 12.2.1 Either Party shall promptly correct any reported usage error that is revealed in an audit, including making payment of any underpayment after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the Alternate Dispute Resolution procedures described in Section 16 of the General Terms and Conditions 1.
- 12.2.2 The Parties shall cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the usage pertaining to transport and terminating of local traffic.

ISSUE 44: WHAT ARE THE APPROPRIATE CRITERIA UNDER WHICH RATES, TERMS OR CONDITIONS MAY BE ADOPTED FROM OTHER FILED AND APPROVED INTERCONNECTION AGREEMENTS? WHAT SHOULD BE THE EFFECTIVE DATE OF SUCH AN ADOPTION?

- 5.1 BellSouth shall make available and Supra Telecom may elect to adopt pursuant to 47 U.S.C. § 252 and the FCC rules and regulations regarding such availability any interconnection, service, or network element provided under an agreement approved pursuant to 47 U.S.C. § 252. The adopted interconnection, service, or network element shall apply to the same states as such other agreement and for the identical term of such other agreement.
- 5.2 Supra Telecom may exercise this option by delivering written notice to BellSouth, which may include a proposed amendment to this Agreement to incorporate the prices, terms and conditions, in whole or in part found in the other agreement. The Parties shall amend this Agreement pursuant to this Section within thirty (30) days after the date of such request; provided, however that in the event of a dispute between the Parties regarding the requested adoption, the Parties shall follow the Dispute Resolution Process set forth in this Agreement and the terms of such amendment as ultimately determined through such Dispute Resolution Process shall be deemed effective thirty (30) days following the date of such request.

ISSUE 45: SHOULD BELLSOUTH BE REQUIRED TO POST ON ITS WEB-SITE ALL BELLSOUTH INTERCONNECTION AGREEMENTS WITH THIRD PARTIES? IF SO, WHEN?

BellSouth shall develop the capability to post on its web site any BellSouth interconnection agreement between BellSouth and any third party, and shall post such agreements no later than five days after the approval of such agreement with the Commission. The format of the posted agreements will permit downloading and saving of any posted interconnection agreement.

ISSUE 48: IS BELLSOUTH OBLIGATED TO PROVIDE SUPRA TELECOM WITH BILLING RECORDS? IF SO, WHICH RECORDS SHOULD BE PROVIDED AND IN WHAT FORMAT?

BellSouth shall provide Supra with billing records in compliance with EMI specifications, including all EMI standard records and fields applicable to that call type. All such billing records shall be delivered to Supra in CABS format.

ISSUE 51: SHOULD BELLSOUTH BE ALLOWED TO IMPOSE A MANUAL ORDERING CHARGE WHEN IT FAILS TO PROVIDE AN ELECTRONIC INTERFACE?

Charges for the electronic interfaces developed and implemented to access Operational Support Systems functions ("OSS") for accessing customer record

information and placing local service requests shall be as set forth in Exhibit ____, attached hereto and incorporated herein by this reference. No manual OSS charges shall apply to local service requests submitted when BellSouth's existing electronic interfaces utilized by Supra Telecom are unavailable for reasons other than scheduled maintenance, provided the downtime does not occur outside the scheduled maintenance window; or other reasonable scheduled activities for which reasonable advance notification is provided by BellSouth, and provided the activities do not occur outside the scheduled window.

Each LSR and all its supplements or clarifications issued, regardless of their number, will count as a single LSR for nonrecurring charge billing purposes. Nonrecurring charges will not be refunded for LSRs that are canceled by MCI. BellSouth may only charge manual non-recurring ordering charges if it does not provide an electronic ordering process for its retail representatives.

ISSUE 52: FOR PURPOSES OF THE INTERCONNECTION AGREEMENT BETWEEN SUPRA TELECOM AND BELL SOUTH, SHOULD THE RESALE DISCOUNT APPLY TO ALL TELECOMMUNICATION SERVICES BELL SOUTH PROVIDES TO END USERS, REGARDLESS OF THE TARIFF IN WHICH THE SERVICE IS CONTAINED?

- 1.1 Services available for resale shall include all telecommunications services offered by BellSouth to parties other than telecommunications carriers, on a retail basis consistent with Section 251 (c)(4)(A) of the Act and 47 CFR 51.607(b), regardless of the particular tariff or other method by which such Telecommunications Services are offered. The discount applied to Supra's purchase of BellSouth telecommunications services for purposes of resale shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference. The discount shall be applied to the retail rate for the telecommunications service purchased by Supra.
- 1.2 At the request of Supra and pursuant to the requirements of the Act, Supra may resell the telecommunications services of BellSouth that BellSouth offers at retail to subscribers who are not telecommunications carriers, subject to the terms and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

Exhibit B

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

	Type of Service	FL	
		Resale ²⁾	Discount ¹⁾
1	Grandfathered Services (Note 1)	Yes	Yes
2	Contract Service Arrangements	Yes	Yes
3	Promotions - > 90 Days (Note 2)	Yes	Yes
4	Promotions - < 90 Days (Note 2)	Yes	No
5	Lifeline Link Up Services	Yes	Yes
6	911 E911 Services	Yes	Yes
7	N11 Services	Yes	Yes
8	AdWatch SM Svc (See Note 3)	Yes	No
9	MemoryCall [®] Service	Yes	No
10	Mobile Services (GSST § A35)	Yes	No
11	Federal Subscriber Line Charges (also known as End user Common Line Charge)	Yes	No
12	Non-Recurring Charges	Yes	Yes
13	Customer Line Charge – Number Portability	Yes	No

Applicable Notes:

- 1 **Grandfathered services** can be resold only to existing subscribers of the grandfathered service.
- 2 Where available for resale, **promotions** will be made available only to customers who would have qualified for the promotion had it been provided by BellSouth directly.
- 3 AdWatchSM Service is tariffed as BellSouth[®] AIN Virtual Number Call Detail Service.

ISSUE 53: HOW SHOULD THE DEMARCATION POINTS FOR UNES BE DETERMINED?

- BellSouth shall offer unbundled network elements (UNEs) to Supra at the rates, terms and conditions set forth in this Agreement.
- BellSouth shall permit Supra to connect Supra's facilities with each of BellSouth's UNEs at any technically feasible demarcation point, and BellSouth shall provide Supra access to the Supra side of such demarcation point.
- Supra may use UNEs provided hereunder to provide any features, functions or service options that such UNEs are capable of providing, including those features, functions or service options described in the technical references identified herein for such UNEs.
- Bellsouth shall offer each UNE individually and in the combinations specifically described in this Attachment.

- For each UNE, BellSouth shall provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panel or a Main Distribution Frame) and, if necessary, access to such demarcation point, which Supra agrees is suitable. However, where BellSouth provides combinations of UNEs to Supra, BellSouth may provide the existing interconnections and no demarcation point shall exist between the combined UNEs.

5.5 Demarcation Point. For the purposes of this Attachment, BellSouth will designate the point(s) of interconnection between Supra Telecom's equipment and/or network and BellSouth's network located as close as reasonably possible to Supra Telecom's Collocation Space. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. BellSouth will not require Supra Telecom to use an intermediate interconnection arrangement in lieu of direct connection to BellSouth's network, if technically feasible. 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. Supra Telecom shall be responsible for providing, and Supra Telecom's BellSouth Certified Vendor shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.4 of this Attachment 4. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. Supra Telecom or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6 of this Attachment 4, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At Supra Telecom's option, expense, and if space permits, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space but shall not serve as the demarcation point, but may serve as a testing point.

ISSUE 55: SHOULD BELLSOUTH BE REQUIRED TO PROVIDE AN APPLICATION-TO-APPLICATION ACCESS SERVICE ORDER INQUIRY PROCESS FOR PURPOSES OF THE INTERCONNECTION AGREEMENT BETWEEN SUPRA TELECOM AND BELLSOUTH?

Withdrawn with no added language.

PARTIALLY RESOLVED ISSUES

ISSUE 18: WHAT ARE THE APPROPRIATE RATEES FOR THE FOLLOWING SERVICES, ITEMS OR ELEMENTS SET FORTH IN THE PROPOSED INTERCONNECTION AGREEMENT?

- A) RESALE
- B) NETWORK ELEMENTS
- C) INTERCONNECTION

- D) COLLOCATION
- E) LPN/INP
- F) BILLING RECORDS
- G) OTHER

Resolved only with respect to (A) RESALE, and (D) COLLOCATION.

A) Resale

The discount applied to Supra's purchase of BellSouth Telecommunications Services for purposes of resale shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

Exhibit A

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by Supra Telecom for the purposes of resale to Supra Telecom end users shall be available at the following discount off of the retail rate. If Supra Telecom cancels an order for telecommunications services for the purposes of resale, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with the applicable sections of the General Subscriber Services Tariff and the Private Line Service Tariff.

DISCOUNT*

STATE	RESIDENCE	BUSINESS	CSAs
FLORIDA	21.83%	16.81%	6.81%

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

D) Collocation

Resolved using Collocation rate sheet forwarded to Supra from BellSouth via e-mail on September 24, 2001.

ISSUE 57: SHOULD BELLSOUTH BE REQUIRED TO PROVIDE DOWNLOADS OF RSAG, LFACS, PSIMS, AND PIC DATABASES WITHOUT LICENSE AGREEMENTS AND WITHOUT CHARGE?

Resolved only with respect to PSIMS and PIC.

Attachment 7, Interface Requirements for Ordering and Provisioning, Maintenance and Repair And Pre-Ordering

1.9 Product and Service Information Management Systems ("PSIMS").

1 9.1 BellSouth shall provide Supra Telecom on a monthly basis, a flat file extraction of PSIMS, which includes PIC availability as well as a list of the features and functions available on an end office-by-office basis, via CONNECT:Direct Service. There is no charge for obtaining the PSIMS file in this manner.

White, Nancy

From: Follensbee, Greg
Sent: Thursday, July 18, 2002 12:54 PM
To: White, Nancy
Cc: Jordan, Parkey
Subject: FW: Supra Resolved Issues - Oct 23

Hope I am not too late with this.

Interconnection Carrier Services
404 927 7198 v
404 529 7839 f
greg.follensbee@bellsouth.com

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

From: Jordan, Parkey
Sent: Tuesday, October 23, 2001 3:01 PM
To: 'pturner@sbs.com'
Cc: Follensbee, Greg; Twomey Esq., Mike
Subject: Supra Resolved Issues - Oct. 23



8XS3011.DOC

Paul, attached is a document that summarizes the issues that have been settled and contains agreed upon language for those issues that have been resolved since the arbitration hearing. Please take a look at this document and let me know if you believe any modifications are necessary at this point.

On Monday you asked to reschedule Wednesday's meeting. I sent you some alternative dates/times, but I have not heard back from you. Please let me know if you would still like to meet this week.

Thanks.

Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-0794

**BELLSOUTH/SUPRA ARBITRATION
RESOLVED ISSUES**

SUMMARY

Thirteen (13) issues were either withdrawn at Issue Identification or were withdrawn or resolved during the Intercompany Review Board meeting in June. These are 2, 3, 6, 30, 36, 37, 39, 43, 50, 54, 56, 58 and 64.

Nineteen (19) issues were either withdrawn or resolved during the mediation, the hearing or in subsequent meetings thereafter. These are A, 9, 13, 14, 17, 25A, 25B, 26, 27, 31, 35, 41, 44, 45, 48, 51, 52, 53 and 55. The language to which the Parties agreed in settlement of these issues is set forth below. However, the Parties have not agreed to the placement of the language in the interconnection agreement. This will be determined in part when the Commission issues an order regarding Issue B.

One (1) issue has been resolved in part, thus narrowing the issue to be decided by the Commission. This is issue 57.

SETTLEMENT LANGUAGE

ISSUE A: HAS BELLSOUTH OR SUPRA VIOLATED THE REQUIREMENT IN COMMISSION ORDER PSC-01-1180-FOF-TI TO NEGOTIATE IN GOOD FAITH PURSUANT TO SECTION 252 (B)(5) OF THE ACT? IF SO, SHOULD BELLSOUTH OR SUPRA BE FINED \$25,000 FOR EACH VIOLATION OF COMMISSION ORDER PSC-01-1180-FOF-TI, FOR EACH DAY OF THE PERIOD MAY 29, 2001 THROUGH JUNE 6, 2001?

The Parties agreed to withdraw this issue with no added language.

ISSUE 2: WHAT IS THE SCOPE OF THE ABILITY TO USE THE OTHER PARTY'S CONFIDENTIAL INFORMATION THAT IS OBTAINED PURSUANT TO THIS INTERCONNECTION AGREEMENT?

The Parties agreed to use language in existing agreement, found in the General Terms and Conditions, Section 18.

ISSUE 9: WHAT SHOULD BE THE DEFINITION OF ALEC?

Location to be determined.

ALTERNATE LOCAL EXCHANGE COMPANY ("ALEC") is as defined in the Florida Statutes.

ISSUE 13: WHAT SHOULD BE THE APPROPRIATE DEFINITION OF LOCAL TRAFFIC FOR PURPOSES OF THE PARTIES' RECIPROCAL COMENSATION OBLIGATIONS UNDER SECTION 251(B)(5) OF THE 1996 ACT?

Attachment 3, Local Interconnection, Section 5

5. Interconnection Compensation

5.1 Compensation for Local and ISP-bound Traffic

5.1.1 Local Traffic is defined as any circuit switched call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that Party's network, except for those calls that originated or terminated through switched access arrangements as established by the ruling regulatory body.

5.1.1.1 The Parties recognize and agree that the compensation for the transport and termination of Local Traffic and ISP-bound Traffic is intended to allow each Party to recover costs associated with such traffic. The Parties recognize and agree that such compensation will not be billed and shall not be paid for calls where a Party sets up a call, or colludes with a third party to set up a call, to the other Party's network for the purpose of receiving reciprocal compensation, and not for the purposes of providing a telecommunications service to an end user.

5.1.1.2 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.

ISSUE 14: SHOULD BELLSOUTH PAY RECIPROCAL COMPENSATION TO SUPRA TELECOM WHERE SUPRA TELECOM IS UTILIZING UNES TO PROVIDE LOCAL SERVICE FOR THE TERMINATION OF LOCAL TRAFFIC TO SUPRA'S END USERS? IF SO, FOR WHICH UNES SHOULD RECIPROCAL COMPENSATION BE PAID?

Withdrawn. Issue addressed in connection with Issue 25B.

ISSUE 17: SHOULD SUPRA BE ALLOWED TO ENGAGE IN "TRUTHFUL" COMPARATIVE ADVERTISING USING BELLSOUTH'S NAME AND MARKS? IF SO, WHAT SHOULD BE THE LIMITS OF THAT ADVERTISING, IF ANY?

General Terms and Conditions, Section 9, Intellectual Property Rights and Indemnification

9.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Unless otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the Party's name may be reasonably inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This paragraph 9.1 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in conjunction with services by the other Party or its Affiliates, except as expressly permitted by the other Party.

ISSUE 25A: SHOULD BELLSOUTH CHARGE SUPRA TELECOM ONLY FOR UNES THAT IT ORDERS AND USES?

Withdrawn with no added language.

ISSUE 25B: SHOULD UNES ORDERED AND USED BY SUPRA TELECOM BE CONSIDERED PART OF ITS NETWORK FOR THE PURPOSES OF RECIPROCAL COMPENSATION, SWITCHED ACCESS CHARGES AND INTER/INTRALATA SERVICES?

Attachment 3, Section 5

When Supra orders or uses BellSouth unbundled Network Elements pursuant to Attachment 2 of this Agreement, those elements ordered or used shall be considered part of Supra's network for the purpose of calculating reciprocal compensation and switched access charges, subject to this Section. Where Supra utilizes BellSouth's unbundled switching, for local transit traffic originated by a third party and terminated to a Supra end user, Supra shall be entitled to reciprocal compensation from the third party originating such local transit traffic. Notwithstanding the foregoing, Supra shall not charge reciprocal compensation to BellSouth for termination of BellSouth originated Local Traffic in instances where Supra utilizes BellSouth's unbundled switching and where BellSouth does not bill Supra for the terminating usage on that unbundled switching. In the event that (1) any FCC or State Commission order changes the rates for reciprocal compensation and/or end office switching as set forth in this Agreement, and (2) either Party requests to amend this Agreement to implement such new rate or rates, and (3) such amendment will result in the rates for end office switching and reciprocal compensation not being equal, then either Party may request to negotiate an amendment to this Section. Call flows applicable to this Section are call flows 9, 10, 11 and 12 as set forth in Exhibit ___ of Attachment 2 of this Agreement.

ISSUE 26: UNDER WHAT RATES, TERMS AND CONDITIONS MAY SUPRA TELECOM PURCHASE NETWORK ELEMENTS OR COMBINATIONS TO REPLACE SERVICES CURRENTLY PURCHASED FROM BELL SOUTH TARIFFS?

Attachment 2, Network Elements and Combinations, Section 2.9.4

Special Access Service Conversions

Supra may not convert special access services to combinations of loop and transport network elements, whether or not Supra self-provides its entrance facilities (or obtains entrance facilities from a third party), unless, Supra uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent Supra requests to convert any special access services to combinations of loop and transport network elements at UNE prices, Supra shall provide to BellSouth a written letter, pursuant to the notices requirement as set forth in Section ___ of the General Terms and Conditions, certifying that Supra is providing a significant amount of local exchange service (as described in this Section) over such combinations.

The certification letter shall indicate under what local usage option Supra seeks to qualify for conversion of special access circuits. Supra shall be automatically deemed to be providing a significant amount of local exchange service over such combinations if it certifies that they are meeting one of the following options:

Supra certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at Supra's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, Supra is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. Supra can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100% interstate access traffic; or

Supra certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50% of the activated channels on the loop portion of the loop-transport combination have at least 5% local voice traffic individually, and the entire loop facility has at least 10% local voice traffic. When a loop-

transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. The loop-transport combination must terminate at Supra's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or:

The requesting carrier certifies that at least 50% of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50% of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33% local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. Supra does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

In addition, there may be extraordinary circumstances where Supra is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth above. In such case, Supra may petition the FCC for a waiver of the local usage options set forth herein. If a waiver is granted, then upon Supra's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

BellSouth may, at its sole expense, audit Supra records in order to determine Supra's compliance with the local usage options set forth above. All audits shall be conducted by a third party independent auditor, and Supra and the FCC shall be given thirty (30) days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, Supra shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that Supra is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from Supra.

The Parties further acknowledge that on a going forward basis, Supra may purchase additional special access service under BellSouth's applicable

tariffs and convert such special access circuits to EELs, pursuant to the terms of this Agreement, subject to such circuits meeting the local usage options of this Section.

When an existing special access service circuit employed by Supra is converted to Network Elements and/or Combination, BellSouth shall not disconnect and re-connect the elements. When combinations of loop and transport network elements include multiplexing, each of the individual DSI circuits must meet the above criteria.

Conversion of Service As Is

Supra may request conversion of existing retail services to non-switched combinations of unbundled network elements by submitting an LSR or a conversion spreadsheet, provided by BellSouth, to the LCSC for record changes. For the conversion of retail services to switched combinations, Supra may request such conversions on a single LSR for all services billed under the same Account Telephone Number or master billing account. Supra may consolidate onto a single LSR, up to four end user accounts to a single Account Telephone Number where the accounts are for the same end user and are the same type and end user location. BellSouth will project manage conversions of fifteen (15) or more lines.

To be added to the BFR Attachment:

In the event that Supra requests a product or service that BellSouth has previously offered to another carrier, BellSouth shall make such offering available to Supra on the same rates, terms and conditions, and Supra shall not be required to submit a BFR for such product or service.

ISSUE 27: SHOULD THERE BE A SINGLE POINT OF INTERCONNECTION WITHIN THE LATA FOR THE MUTUAL EXCHANGE OF TRAFFIC? IF SO, HOW SHOULD THE SINGLE POINT BE DETERMINED?

Attachment 3

The Parties shall provide interconnection with each other's network for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access).

BellSouth shall provide interconnection with BellSouth's network at any technic feasible point within BellSouth's network.

Supra shall provide interconnection to BellSouth at any mutually agreed upon point.

Supra must establish, at a minimum, a single Point of Presence, Point of Interface, and Point of Interconnection with BellSouth within the LATA for the delivery of Supra's originated Local Traffic and ISP-bound Traffic terminated to BellSouth and transit traffic terminated to other than BellSouth. If Supra chooses to interconnect at a single Point of

Interconnection within a LATA, the interconnection must be at a BellSouth access or local tandem. Furthermore, Supra Telecom must establish Points of Interconnection at all BellSouth access and local tandems where Supra NXXs are "homed." A "Homing" arrangement is defined by a "Final" Trunk Group between the BellSouth access or local tandem and Supra Telecom End Office switch. A "Final" Trunk Group is the last choice telecommunications path between the access or local tandem and End Office switch. It is Supra's responsibility to enter its own NPA/NXX access and/or local tandem "homing" arrangements into the national Local Exchange Routing Guide ("LERG"). In order for Supra to home its NPA/NXX(s) on a BellSouth access or local tandem, Supra's NPA/NXX(s) must be assigned to an exchange rate center area served by that BellSouth access or local tandem and as specified by BellSouth.

Additional Points of Interconnection in a particular LATA may be established by mutual agreement of the Parties. If the Party's are unable to agree, then the Party's agree to continue to use the initial Point of Interconnection, such time as the agreement is amended to incorporate the FPSC's decision in Docket No. 000075-TP.

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

A Point of Interface is the physical telecommunications interface between BellSouth and Supra Telecom's interconnection facilities. It establishes the technical interface and point of operational responsibility. The primary purpose of the Point of Interface is to serve as the terminus for each Party's interconnection facilities. The Point of Interface has the following main characteristics:

- It is a cross-connect point to allow connection, disconnection, transfer or restoration of service.

- It is a point where BellSouth and Supra can verify and maintain specific performance objectives.

- It is specified according to the interface offered in this Agreement

The Parties provide their own equipment to interface with the circuits on the customer premises.

The Point of Interconnection is the point at which the originating Party delivers its originated traffic to the terminating Party's first point of switching on the terminating Party's common (shared) network for call transport and termination. Points of Interconnection are available at either access tandems, local tandems, End Offices, or any other technically feasible point, as described in this Agreement. Supra's requested Point of Interconnection will also be used for the receipt and delivery of transit traffic at BellSouth access and local tandems. Points of Interconnection established at the BellSouth local tandem apply only to Supra originated Local and ISP-bound Traffic and local originating and terminating transit traffic.

The Parties will work cooperatively to establish the most efficient trunking network in accordance with the provisions set forth in this Attachment 3 and accepted industry practices.

Each party will be responsible for engineering its network (i.e., the underlying facilities on which trunks are provisioned) on its side of the Point of Interface. Supra, at its option, shall establish Points of Presence and Points of Interface for the delivery of its originated Local Traffic to BellSouth. The Point of Interface may not necessarily be established at the Point of Interconnection.

BellSouth shall designate the Points of Presence and Points of Interface for the delivery of its originated Local Traffic to Supra for call transport and termination by Supra.

For the purposes of this Attachment 3, Local Channel is defined as a switch transport facility between a Party's Point of Presence and its designated serving wire center.

For the purposes of this Attachment 3, Serving Wire Center is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its Point of Presence.

For the purposes of this Attachment 3, Dedicated Transport is defined as a switch transport facility between a Party's designated serving wire center and the first point of switching on the other Party's common (shared) network.

ISSUE 31: SHOULD BELLSOUTH BE ALLOWED TO AGGREGATE LINES PROVIDED TO MULTIPLE LOCATIONS OF A SINGLE CUSTOMER TO RESTRICT SUPRA TELECOM'S ABILITY TO PURCHASE LOCAL CIRCUIT SWITCHING AT UNE RATES TO SERVE ANY OF THE LINES OF THAT CUSTOMER?

Attachment 2, Network Elements and Combinations, Section 6.3.1.2

Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for Supra Telecom in cases where Supra Telecom serves end users' physical locations with four or more voice grade (DS0) equivalents or lines, provided that BellSouth provides nondiscriminatory access to combinations of unbundled loops and transport (also known as the enhanced extended link ("EEL")) throughout Density Zone I, and BellSouth's local circuit switches are located in:

1. The top 50 Metropolitan Statistical Areas as set forth in Appendix B of the Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98, and

1. Density Zone I, as defined in 47 C.F.R. § 69.123, as of January 1, 1999.

BellSouth will not be allowed to aggregate lines provided to multiple locations of a single customer, within the same MSA, to restrict Supra's ability to purchase local circuit switching at UNE rates to serve any of the lines of that customer.

ISSUE 35: IS CONDUCTING A STATEWIDE INVESTIGATION OF CRIMINAL HISTORY RECORDS FOR EACH SUPRA TELECOM EMPLOYEE OR AGENT BEING CONSIDERED TO WORK ON A BELLSOUTH PREMISES A SECURITY MEASURE THAT BELLSOUTH MAY IMPOSE ON SUPRA TELECOM?

Attachment 4, Collocation

11.2 Supra Telecom will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Supra Telecom employee or agent being considered for work on the BellSouth Premises, for the states/counties where the Supra Telecom employee or agent has worked and lived for the past two years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.

ISSUE 41: SHOULD BELLSOUTH BE REQUIRED TO PROVIDE SUPRA TELECOM THE RIGHT TO AUDIT BELLSOUTH'S BOOKS AND RECORDS IN ORDER TO CONFIRM THE ACCURACY OF BELLSOUTH'S BILLS?

General Terms and Conditions, Audits and Inspection, Section 12

12.1 For carrier billing purposes, the Parties have agreed pursuant to Section 12 of Attachment 6, to create a process for pre-bill certification. Until such time as that process is in place, the audit process provided in this Section 12 shall apply.

12.1.1 Subject to BellSouth's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, Supra may audit BellSouth's books, records and other documents once in each Contract Year for the purpose of evaluating the accuracy of BellSouth's billing and invoicing; such audit to be in accordance with applicable Generally Accepted Auditing Standards. Supra may request to review any documents or records legitimately related to its billing regardless of whether or not Supra may have received such documentation or records previously. Supra may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to BellSouth.

12.1.2 BellSouth shall promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by Supra in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the Dispute Resolution procedures described in Section 16 of the General Terms and Conditions.

- 12.1.3 BellSouth shall cooperate fully in any such audit, providing reasonable access to any and all appropriate BellSouth employees and books, records and other documents reasonably necessary to assess the accuracy of BellSouth's bills.
- 12.1.4 Supra may audit BellSouth's books, records and documents more than once during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in BellSouth's favor with an aggregate value of at least two percent (2%) of the amounts payable by Supra for Services and Elements or Combinations provided during the period covered by the audit.
- 12.1.5 Audits shall be at Supra's expense, subject to reimbursement by BellSouth in the event that an audit finds an adjustment in the charges or in any invoice paid or payable by Supra hereunder by an amount that is, on an annualized basis, greater than two percent (2%) of the aggregate charges for the Services and Elements during the period covered by the audit.
- 12.1.6 Upon (i) the discovery by BellSouth of overcharges not previously reimbursed to Supra or (ii) the resolution of disputed audits, BellSouth shall promptly reimburse Supra the amount of any overpayment times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date of overpayment to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.
- 12.2 Subject to reasonable security requirements, either Party may audit the books, records and other documents of the other for the purpose of evaluating usage pertaining to transport and termination of local traffic. Where such usage data is being transmitted through CABS, the audit shall be conducted in accordance with CABS or other applicable requirements approved by the appropriate State Commission. If data is not being transferred via CABS, either Party may request an audit for such purpose once each Contract Year. Either Party may employ other persons or firms for this purpose. Any such audit shall take place no later than thirty (30) days after notice thereof to the other Party.
- 12.2.1 Either Party shall promptly correct any reported usage error that is revealed in an audit, including making payment of any underpayment after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the Alternate Dispute Resolution procedures described in Section 16 of the General Terms and Conditions 1.
- 12.2.2 The Parties shall cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the usage pertaining to transport and terminating of local traffic.

ISSUE 44: WHAT ARE THE APPROPRIATE CRITERIA UNDER WHICH RATES, TERMS OR CONDITIONS MAY BE ADOPTED FROM

OTHER FILED AND APPROVED INTERCONNECTION AGREEMENTS? WHAT SHOULD BE THE EFFECTIVE DATE OF SUCH AN ADOPTION?

General Terms and Conditions, Section 5

- 5.1 BellSouth shall make available and Supra Telecom may elect to adopt pursuant to 47 U.S.C. § 252 and the FCC rules and regulations regarding such availability any interconnection, service, or network element provided under an agreement approved pursuant to 47 U.S.C. § 252. The adopted interconnection, service, or network element shall apply to the same states as such other agreement and for the identical term of such other agreement.
- 5.2 Supra Telecom may exercise this option by delivering written notice to BellSouth, which may include a proposed amendment to this Agreement to incorporate the prices, terms and conditions, in whole or in part found in the other agreement. The Parties shall amend this Agreement pursuant to this Section within thirty (30) days after the date of such request; provided, however that in the event of a dispute between the Parties regarding the requested adoption, the Parties shall follow the Dispute Resolution Process set forth in this Agreement and the terms of such amendment as ultimately determined through such Dispute Resolution Process shall be deemed effective thirty (30) days following the date of such request.

ISSUE 45: SHOULD BELLSOUTH BE REQUIRED TO POST ON ITS WEB-SITE ALL BELLSOUTH INTERCONNECTION AGREEMENTS WITH THIRD PARTIES? IF SO, WHEN?

General Terms and Conditions, Section 24.15.2 (New section)

BellSouth shall develop the capability to post on its web site any BellSouth interconnection agreement between BellSouth and any third party, and shall post such agreements no later than five days after the approval of such agreement with the Commission. The format of the posted agreements will permit downloading and saving of any posted interconnection agreement.

ISSUE 48: IS BELLSOUTH OBLIGATED TO PROVIDE SUPRA TELECOM WITH BILLING RECORDS? IF SO, WHICH RECORDS SHOULD BE PROVIDED AND IN WHAT FORMAT?

Location of language to be determined.

BellSouth shall provide Supra with billing records in compliance with EMI specifications, including all EMI standard records and fields applicable to that call type. All such billing records shall be delivered to Supra in CABS format.

ISSUE 51: SHOULD BELLSOUTH BE ALLOWED TO IMPOSE A MANUAL ORDERING CHARGE WHEN IT FAILS TO PROVIDE AN ELECTRONIC INTERFACE?

Location to be determined.

Charges for the electronic interfaces developed and implemented to access Operational Support Systems functions ("OSS") for accessing customer record information and placing local service requests shall be as set forth in Exhibit ____, attached hereto and incorporated herein by this reference. No manual OSS charges shall apply to local service requests submitted when BellSouth's existing electronic interfaces utilized by Supra Telecom are unavailable for reasons other than scheduled maintenance, provided the downtime does not occur outside the scheduled maintenance window; or other reasonable scheduled activities for which reasonable advance notification is provided by BellSouth, and provided the activities do not occur outside the scheduled window.

Each LSR and all its supplements or clarifications issued, regardless of their number, will count as a single LSR for nonrecurring charge billing purposes. Nonrecurring charges will not be refunded for LSRs that are canceled by MCI. BellSouth may only charge manual non-recurring ordering charges if it does not provide an electronic ordering process for its retail representatives.

ISSUE 52: FOR PURPOSES OF THE INTERCONNECTION AGREEMENT BETWEEN SUPRA TELECOM AND BELLSOUTH, SHOULD THE RESALE DISCOUNT APPLY TO ALL TELECOMMUNICATION SERVICES BELLSOUTH PROVIDES TO END USERS, REGARDLESS OF THE TARIFF IN WHICH THE SERVICE IS CONTAINED?

Attachment I, Resale

1.1 Services available for resale shall include all telecommunications services offered by BellSouth to parties other than telecommunications carriers, on a retail basis consistent with Section 251 (c)(4)(A) of the Act and 47 CFR 51.607(b), regardless of the particular tariff or other method by which such Telecommunications Services are offered. The discount applied to Supra's purchase of BellSouth telecommunications services for purposes of resale shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference. The discount shall be applied to the retail rate for the telecommunications service purchased by Supra.

- 1.2 At the request of Supra and pursuant to the requirements of the Act, Supra may resell the telecommunications services of BellSouth that BellSouth offers at retail to subscribers who are not telecommunications carriers, subject to the terms and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

Exhibit B

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

	Type of Service	FL	
		Resale?	Discount?
1	Grandfathered Services (Note 1)	Yes	Yes
2	Contract Service Arrangements	Yes	Yes
3	Promotions - > 90 Days (Note 2)	Yes	Yes
4	Promotions - < 90 Days (Note 2)	Yes	No
5	Lifeline/Link Up Services	Yes	Yes
6	911/E911 Services	Yes	Yes
7	N11 Services	Yes	Yes
8	AdWatch SM Svc (See Note 3)	Yes	No
9	MemoryCall [®] Service	Yes	No
10	Mobile Services (GSST § A35)	Yes	No
11	Federal Subscriber Line Charges (also known as End user Common Line Charge)	Yes	No
12	Non-Recurring Charges	Yes	Yes
13	Customer Line Charge – Number Portability	Yes	No

Applicable Notes:

- 1 Grandfathered services can be resold only to existing subscribers of the grandfathered service
- 2 Where available for resale, promotions will be made available only to customers who would have qualified for the promotion had it been provided by BellSouth directly.
- 3 AdWatchSM Service is tariffed as BellSouth[®] AIN Virtual Number Call Detail Service.

ISSUE 53: HOW SHOULD THE DEMARCATION POINTS FOR UNES BE DETERMINED?

Attachment 2, Network Elements and Combinations

- BellSouth shall offer unbundled network elements (UNEs) to Supra at the rates, terms and conditions set forth in this Agreement.

- BellSouth shall permit Supra to connect Supra's facilities with each of BellSouth's UNEs at any technically feasible demarcation point, and BellSouth shall provide Supra access to the Supra side of such demarcation point.
- Supra may use UNEs provided hereunder to provide any features, functions or service options that such UNEs are capable of providing, including those features, functions or service options described in the technical references identified herein for such UNEs.
- BellSouth shall offer each UNE individually and in the combinations specifically described in this Attachment.
- For each UNE, BellSouth shall provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panel or a Main Distribution Frame) and, if necessary, access to such demarcation point, which Supra agrees is suitable. However, where BellSouth provides combinations of UNEs to Supra, BellSouth may provide the existing interconnections and no demarcation point shall exist between the combined UNEs.

Attachment 4, Collocation

5.5 Demarcation Point. For the purposes of this Attachment, BellSouth will designate the point(s) of interconnection between Supra Telecom's equipment and/or network and BellSouth's network located as close as reasonably possible to Supra Telecom's Collocation Space. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. BellSouth will not require Supra Telecom to use an intermediate interconnection arrangement in lieu of direct connection to BellSouth's network, if technically feasible. 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. Supra Telecom shall be responsible for providing, and Supra Telecom's BellSouth Certified Vendor shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.4 of this Attachment 4. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. Supra Telecom or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6 of this Attachment 4, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At Supra Telecom's option, expense, and if space permits, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space but shall not serve as the demarcation point, but may serve as a testing point.

ISSUE 55: SHOULD BELLSOUTH BE REQUIRED TO PROVIDE AN APPLICATION-TO-APPLICATION ACCESS SERVICE ORDER

INQUIRY PROCESS FOR PURPOSES OF THE INTERCONNECTION
AGREEMENT BETWEEN SUPRA TELECOM AND BELLSOUTH?

Withdrawn with no added language.

PARTIALLY RESOLVED ISSUES

ISSUE 57: SHOULD BELLSOUTH BE REQUIRED TO PROVIDE DOWNLOADS
OF RSAG, LFACS, PSIMS, AND PIC DATABASES WITHOUT
LICENSE AGREEMENTS AND WITHOUT CHARGE?

Resolved only with respect to PSIMS and PIC.

Attachment 7, Interface Requirements for Ordering and Provisioning, Maintenance and
Repair And Pre-Ordering

1.9 Product and Service Information Management Systems ("PSIMS").

1.9.1 BellSouth shall provide Supra Telecom on a monthly basis, a flat file
extraction of PSIMS, which includes PIC availability as well as a list of
the features and functions available on an end office-by-office basis, via
CONNECT:Direct Service. There is no charge for obtaining the PSIMS
file in this manner.

EXHIBIT

G

Follensbee, Greg

From: Follensbee, Greg
Sent: Tuesday, March 12, 2002 8:09 PM
To: 'Kay Ramon'
Cc: 'David Nilson'; 'Brian Chaiken'; Jordan, Parker
Subject: FW: Supra Agreement

Attached you will find an electronic copy of a proposed interconnection agreement for FL to replace the current agreement you are operating under. This proposed agreement is also being sent Federal Express. The proposed agreement incorporates all of the decisions made by the Florida PSC last Tuesday. Brian, I do not have Paul's email address so please forward on to him. Please call me to schedule time to review this proposal once you have had a chance to go over it.


agreement
031202.zip


redlines 031202.zip


changes
0301202.zip

Greg Follensbee
Interconnection Carrier Services
404 927 7198 v
404 529 7839 f
greg.follensbee@bellsouth.com

EXHIBIT G

EXHIBIT

H

Follensbee, Greg

From: Turner, Paul (Paul.Turner@stis.com)
Sent: Friday, March 15, 2002 11:36 AM
To: 'Greg Follensbee@BellSouth.com'
Cc: Chaiken, Brian; Dahike, Kirk; Medacier, Adenet
Subject: Follow-on IA

Greg:

Supra is in receipt of BellSouth's proposed follow-on IA which incorporates the findings of the FPSC. However, Supra believes that it is premature to schedule a conference call to review this proposed IA as the written order has not been issued and as both parties' ability to move for reconsideration and/or appeal has not run. When this matter is ripe, Supra is prepared to discuss any proposed follow-on IA.

Thanks.

Paul D. Turner
Supra Telecom
2620 SW 27th Ave.
Miami, FL 33133-3005
Tel. 305.476.4247
Fax 305.443.9516

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EXHIBIT H

Follensbee, Greg

From: Turner, Paul [Paul.Turner@stis.com]
Sent: Thursday, March 28, 2002 1:42 PM
To: Follensbee, Greg
Cc: Chaiken, Brian; Dahlke, Kirk; Medacier, Adenet
Subject: RE: Follow-on IA

Greg:

As Supra may exercise its right to file a Motion for Reconsideration as well as for a Stay, it is still premature to schedule a conference call. I have reviewed the proposed Agreement and once the procedural matters have ended and the Stay expired, Supra will be ready to discuss this issue.

Sincerely,

Paul D. Turner
Supra Telecom
2620 SW 27th Ave.
Miami, FL 33133-3005
Tel. 305.476.4247
Fax 305.443.9516

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

From: Follensbee, Greg [mailto:Greg.Follensbee@BellSouth.com]
Sent: Wednesday, March 27, 2002 6:13 PM
To: 'Turner, Paul'
Cc: 'Chaiken, Brian'; 'Dahlke, Kirk'; 'Medacier, Adenet'; Jordan, Parkey; White, Nancy
Subject: RE: Follow-on IA

As you know, on March 12, 2002, I forwarded to Supra a proposed draft of the new Florida Interconnection Agreement for BellSouth and Supra. The proposed Agreement was based upon the decisions of the Florida Public Service Commission in Docket No. 001305-TP, as determined by the Commission on March 5, 2002. On March 15, 2002, I received your e-mail stating that you believed it premature to schedule a conference call to discuss the proposed Agreement prior to the Commission's written order and prior to the exhaustion of the time periods for reconsideration and appeal.

The Commission released its written order in Docket No. 001305-TP on March 26, 2002. The Order states that "the parties shall submit a signed agreement that complies with our decisions in this docket for approval within 30 days of issuance of this Order." The Order is effective upon its issuance, and any reconsideration or appeal rights of either party do not affect the parties' obligations to comply with the Order and to submit a written Interconnection Agreement to the Commission by April 25, 2002.

Therefore, I request that we schedule a meeting to be held in the next five (5) business days to finalize the new Interconnection Agreement. Please let me know your availability.

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

From: Turner, Paul (mailto:Paul.Turner@stts.com)
Sent: Friday, March 19, 2002 11:16 AM
To: 'Greg Pollensbee@BellSouth.com'
Cc: Chaiken, Brian; Dahike, Kirk; Medacier, Adenet
Subject: Follow-on IA

Greg:

Supra is in receipt of BellSouth's proposed follow-on IA which incorporates the findings of the FPSC. However, Supra believes that it is premature to schedule a conference call to review this proposed IA as the written order has not been issued and as both parties' ability to move for reconsideration and/or appeal has not run. When this matter is ripe, Supra is prepared to discuss any proposed follow-on IA.

Thanks,

Paul D. Turner
Supra Telecom
2620 SW 27th Ave.
Miami, FL 33133-3005
Tel. 305.476.4247
Fax 305.443.9516

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.....
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EXHIBIT

I

Jordan Parkey

From: Follensbee, Greg
Sent: Thursday, June 13, 2002 12:28 PM
To: 'Nilson, Dave'
Cc: Jordan Parkey; 'Paul Turner'
Subject: RE: Florida Interconnection Agreement



Supra

Revised_06-12-02.zip



Changes 0301202.zip



Supra Revised
Agreement 6-13-0

David,

Here is what we suggest. Attached to this email are three zip files. One is the redline of the previous redline that reflect the changes decided by the FL PSC June 11. The second is the final agreement, which accepts all the redline changes. The third is, by document, what changes were made to the base agreement BellSouth started with. This incorporates both changes made the first time and changes made to reflect the recent FL PSC decisions.

We are available to talk to you Monday morning at 10 am, after you have had a chance to review these files. At that time we can answer any questions you have on what we did, and set up time to review the language we have sent you. To the extent time permits, we can go ahead and start on one of the files.

If this is agreeable, please let me know and we will call Paul's office at 10 am on June 17.

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

From: Nilson, Dave [mailto:dnilson@STIS.com]
Sent: Wednesday, June 12, 2002 7:00 PM
To: Greg Follensbee (E-mail)
Subject: Florida Interconnection Agreement

Greg please call to arrange this meeting.

dnilson
<<Doc2 doc>>

EXHIBIT I

EXHIBIT

J

Jordan, Parkey

From: Follensbee, Greg
Sent: Tuesday, June 18, 2002 1:09 PM
To: 'David Nilson'; 'Mark Suechtle'
Cc: Jordan, Parkey
Subject: Cross Reference of Issues to Language

As discussed yesterday morning, attached is a cross reference of each arbitrated issue to language in the proposed follow-on agreement. As a result of preparing this document, I have found two places where the proposed agreement did not include language we had agreed to last fall. I am resending attachments 2 and 3, which reflect revisions to incorporate the agreed to language. The changes are: 1) in attachment 2, I have added a new paragraph 2.5 to put in language on demarcation points and 2) in attachment 3 I have replaced language in paragraphs 6.1.2, 6.1.3 and 6.1.3.1 with language agreed to on definition of local traffic. Of course, following paragraph with no language changes will necessarily be renumbered. Last, I found a small typo in attachment 2, paragraph 3.10.1, where a reference to paragraph 6.10 simply said 10.

Because of the short time frame the FL PSC will be giving us to finalize this follow-on agreement, Parkey and I have cleared our calendars all of next week and we are prepared to talk every day to finish reviewing the proposed agreement.

Please call me with any questions.



Attachment 2
06/13/02_redline



Attachment 3
06/13/02_redline...



Issue List 0704
Referenced 1

Interconnection Carrier Services
404 927 7198 v
404 529 7839 f
greg.follensbee@bellsouth.com

EXHIBIT J

EXHIBIT

K

Jordan Parkey

From: Follensbee, Greg
Sent: Tuesday, June 25, 2002 9:29 AM
To: Jordan Parkey
Subject: FW: Negotiation of Follow-on Agreement

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

From: Follensbee, Greg
Sent: Tuesday, June 25, 2002 9:29 AM
To: 'David Nilson'
Subject: Negotiation of Follow-on Agreement

Dave,

I did not hear back from you yesterday to reschedule the meeting to discuss the interconnection agreement BellSouth has proposed in compliance with the decisions of the Florida Commission. As you know, we had a meeting scheduled for June 17, but Supra was not prepared to discuss the substance of the agreement. Supra cancelled our meeting scheduled for yesterday, June 24, due to your outside counsel's emergency.

At this point, Supra has had BellSouth's template since September of 2000; the majority of the changes to incorporate the Commission's order since March 12, 2002; and the language to modify the four issues that were changed in light of Supra's motion for reconsideration since June 13, 2002. In addition, per your request during our conversation on June 17, on June 18 I forwarded you a list of each arbitrated issue and how it was resolved (including a reference to the section in the agreement where appropriate language was incorporated). I trust that by now Supra has had ample opportunity to review the proposed agreement, and because the changes made to the template were either agreed upon in settlement negotiations or pulled directly from the Commission decisions, I don't anticipate that there will be many, if any, issues we need to discuss.

If Supra can begin forwarding to us the issues that it feels need to be discussed (or changes Supra believes need to be made to comport with the Orders), we can begin looking at those. In addition, we need to set aside another day this week to talk about the agreement. Although you had suggested Wednesday, Supra is deposing me that day in Arbitration VI, so I will obviously be unavailable. However, we are available Thursday, June 27, after 2:30 and Friday, June 28, until noon. Please let me know if these times work for Supra and if you will be able to send your comments to us this week.

Interconnection Carrier Services
4C 27 7198 v
4C 28 7838 f
greg.follensbee@bellsouth.com

Exhibit K

EXHIBIT

L

SUPRA ISSUES

Set forth below are the issues discussed by the parties on each day that the parties met. Issues for which the Commission rendered a decision are reflected with an asterisk (*). Issues on which the parties disagree are bolded.

June 17 – No issues discussed.

June 24 – No issues discussed.

June 28 – **Issue 1*** (forum for dispute resolution) IMPASSE

July 1 – No issues discussed.

July 3 – Issue A
Issue B
Issue 2
Issue 7 (Note 1)
Issue 9
Issue 13

July 5 – Issue 14
Issue 17
Issue 25A
Issue 25B

July 8 – Issue 26
Issue 27 (Note 2)

July 10 – Issue 4*
Issue 29 (Note 3)
Issue 31
Issue 35
Issue 41
Issue 44
Issue 45
Issue 48
Issue 51
Issue 52

July 11 – **Issue 49*** (DSL over UNE-P) IMPASSE
Issue 53
Issue 55
Issue 57 (Note 4)
Issue 18 (Note 5)
Issue 5*
Issue 10* (DAML equipment) IMPASSE

July 12 – Issue 19* (Compensation for ISP traffic) OPEN (Note 6)
Issue 42*
Issue 11A/B* (Withholding undisputed amounts) IMPASSE
Issue 12*
Issue 15*

Note 1 – The parties agreed to settlement language that references BellSouth call flows. Supra claims that the call flows BellSouth attached to the interconnection agreement are not correct, and BellSouth has asked Supra to provide information regarding what it believes is incorrect. Supra has not provided any such information.

Note 2 – The parties agreed to settlement language to resolve this issue. Attachment 3, Section 1.4 of the settlement language in the interconnection agreement contained a reference to IntraLATA toll traffic that was not contained in the language the parties agreed upon. BellSouth agreed to remove that language and stated that additional references throughout the Attachment 3. The parties had also agreed to a different definition of Local Traffic that encompasses all traffic (other than switched access) originating and terminating in the LATA. Thus, there is not IntraLATA toll traffic, and references to IntraLATA toll traffic that were contained in the original document BellSouth filed are not consistent with the definition of Local Traffic to which the parties agreed. Supra has not agreed to remove references to IntraLATA toll traffic in any location except the settlement language. BellSouth removed the references because they are in conflict with the definition of Local Traffic to which the parties agreed. Supra has not provided a reason for its refusal to agree to removing the additional references.

Note 3 – Supra has not objected to the language BellSouth included per the Commission's order on this issue. However, BellSouth added language(Attachment 2, Section 6.3.1.2.3) that was not ordered to allow Supra, at its option, to purchase switching from BellSouth at market rates in those locations where BellSouth is not required to provide switching. Supra wanted to change the language to include a statement that if BellSouth agreed to lower market rates with any other carrier, Supra would automatically be charged the lower rates without the need for a contract amendment. BellSouth cannot agree to Supra's request. Upon BellSouth's refusal to agree to Supra's request, Supra claimed that it could not agree to BellSouth's language in Section 6.3.1.2.3. As such, BellSouth has removed the language.

Note 4 – Supra only agreed to language covering that portion of Issue 57 to which the parties had settled and closed prior to the Commission's Order. Supra did not review the language BellSouth incorporated in the agreement to incorporate the Commission's Order regarding Issue 57.

Note 5 – Supra only agreed to language covering that portion of Issue 18 to which the parties had settled and closed prior to the Commission's Order. Supra did not review the language

BellSouth incorporated in the agreement to incorporate the Commission's Order regarding Issue 18.

EXHIBIT

M

White, Nancy

From: Buechele, Mark [mailto:Mark.Buechele@st.s.com]
Sent: Tuesday, July 02, 2002 1:12 PM
To: Jordan, Parkey; Buechele, Mark
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Negotiation of Interconnection Agreement Final
Parkey,

I am in receipt of your e-mail of this morning. I assume that your e-mail was prepared last night, but then sent this morning, hence the incorrect references to the proper day.

In any event, as you know we spent yesterday trying to verify and establish the documents which give rise to BellSouth's language in the proposed agreement which purports to reflect the voluntary agreements by the parties. You and Greg were annoyed that I simply didn't accept your representations that the changes accurately reflect the parties' previous agreements without reference to correspondence or other documentation. Unfortunately, my experience has been that written documentation is far more accurate than memories of events dating back more than one year.

Per our discussion, as of yesterday you were still unable to support all of the changes made as a result of allegedly voluntary agreements between the parties. I would have thought that all changes made by BellSouth as a result of voluntary agreements would have been well documented with a reference made to the document (or other correspondence) which memorializes the voluntary agreement. Unfortunately, this may not be true in all instances. In any event you have promised to follow up further on these open issues.

Yesterday we agree to cover first the language involving voluntarily agreed matters; and then move on to language derived from the Commission's orders. With respect to timing, you have advised me that BellSouth is unavailable to have discussions on Monday, Tuesday and Wednesday of next week. I trust that BellSouth will make available the time needed to fully discuss these matters.

Lastly, with respect to the issue of venue, I disagree that the issue was arbitrated. It is my understanding the only issue actually briefed and advanced by all parties was whether or not commercial arbitration could be mandated as a venue for dispute resolution. Thus the Commission's orders must be read in this light. On Monday you agreed with me, but now have reversed your position completely on this matter.

Per our agreement yesterday, I look forward to discussing this matter further with you tomorrow at 1:30 p.m.

MEB.

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

From: Jordan, Parkey [mailto:Parkey.Jordan@BellSouth.COM]
Sent: Tuesday, July 02, 2002 9:14 AM
To: 'Buechele, Mark'; Jordan, Parkey
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Negotiation of Interconnection Agreement Final Language

Mark, as I said before, we are trying desperately to work through the issues with you. So far we have only discussed one arbitration issue and one other issue relating to the contract. We are not in agreement with Supra about the status of the issue that was arbitrated regarding dispute resolution. The issue raised was "what are the appropriate fora for the submission of disputes under the new agreement?" The commission found that the PSC was the appropriate forum. You apparently disagree with that statement, so I am a bit concerned about the resolution of that issue. As I said before, we need to try to work through all the issues, see where we agree and disagree, and work toward resolution of the issues where we are not in agreement. Unfortunately, our meeting scheduled for today was again completely unproductive, as you were not prepared to discuss any issues or any language in the interconnection agreement. I trust that you will be fully prepared on Wednesday to discuss substantive issues.

Parkey Jordan

7/14/02

EXHIBIT M

White, Nancy

From: Jordan Parkey
Sent: Tuesday, July 02, 2002 4:09 PM
To: 'Buechele, Mark'; Jordan, Parkey
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Negotiation of Interconnection Agreement Final

Mark, I see no need to continue to rehash these discussions. BellSouth does not agree and has never agreed with your position on the arbitration issue regarding the appropriate fora for resolution of disputes between the parties. Further, we are not annoyed that you will not accept BellSouth's representations that BellSouth's document accurately reflects the agreement of the parties. To the contrary, we are annoyed that after having this document since June 13, and after scheduling four meetings, you have made no effort to verify independently that the agreement we provided comports with the BellSouth template, the voluntary resolution of issues between the parties, and the commission's order. BellSouth believes the document is accurate. We assumed that Supra would be able to review the document and reach its own conclusions as to whether it agrees or disagrees with specific provisions of the document. Further, yesterday (July 1), just after our 1:30 call, I sent you the remaining documentation you requested relating to the resolved or withdrawn issues.

BellSouth has made and will continue to make time to discuss these issues. BellSouth is still planning to meet with you Wednesday, July 3, as scheduled. Please be prepared to discuss any issues that Supra has with the proposed agreement. We are also available to continue any discussions, if necessary, on Friday, July 5.

Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-0794

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

From: Buechele, Mark [mailto:Mark.Buechele@stis.com]
Sent: Tuesday, July 02, 2002 1:12 PM
To: 'Jordan, Parkey'; Buechele, Mark
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Negotiation of Interconnection Agreement Final Language

Parkey,

I am in receipt of your e-mail of this morning. I assume that your e-mail was prepared last night, but then sent this morning, hence the incorrect references to the proper day.

In any event, as you know we spent yesterday trying to verify and establish the documents which give rise to BellSouth's language in the proposed agreement which purports to reflect the voluntary agreements by the parties. You and Greg were annoyed that I simply didn't accept your representations that the changes accurately reflect the parties' previous agreements without reference to correspondence or other documentation. Unfortunately, my experience has been that written documentation is far more accurate than memories of events dating back more than one year.

Per our discussion, as of yesterday you were still unable to support all of the changes made as a result of allegedly voluntary agreements between the parties. I would have thought that all changes made by BellSouth as a result of voluntary agreements would have been well documented with a reference made to the document (or other correspondence) which memorializes the voluntary agreement. Unfortunately, this may not be true in all instances. In any event you have promised to follow up further on these open issues.

Yesterday we agree to cover first the language involving voluntarily agreed matters, and then move on to language derived from the Commission's orders. With respect to timing, you have advised me that BellSouth is unavailable to have discussions on Monday, Tuesday and Wednesday of next week. I trust that BellSouth will make available the time needed to fully discuss these matters.

Lastly, with respect to the issue of venue, I disagree that the issue was arbitrated. It is my understanding the only issue actually
7/14/02

White, Nancy

From: Jordan Parkey
Sent: Wednesday, July 03, 2002 4:44 PM
To: 'mark.bueche.e@stis.com'
Cc: Follensbee, Greg
Subject: July 3 Meeting

Mark, this is to confirm our agreements/discussions during our negotiations today.

Issue A - agreed issue was withdrawn (i.e., no language necessary)

Issue B - agreed that the BellSouth template was used as per the order (subject to Supra's outstanding motion for reconsideration).

Issue 1 - OPEN for further discussion.

Issue 2 - agreed with language in GTC Section 18, subject to changing AT&T references to Supra, and subject to changing the language in the 11th/12th line of Section 18.1 to read "... recorded usage data as described elsewhere in this Agreement."

Issue 7 - agreed to change the language in the third paragraph of the settlement language (Att 2, Section 2.6) to read as follows: "When Supra purchases an unbundled loop or a port/loop combination, BellSouth will not bill Supra Telecom the end user common line charges (sometimes referred to as the subscriber line charge), as referenced in Attachment 1, Section 3.25, of this Agreement. Supra may bill its end users the end user common line charges." The remainder of the language is agreed to, subject to Dave Nilson's confirmation of the call flows in Exhibit B.

Issue 9 - agreed to language in the agreement.

We understand that you will be in depositions all day Friday. We agreed that you would send us any questions you have Friday morning, and we will talk Friday at 4:00 to continue our discussions.

Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-0794

White, Nancy

From: Buechele, Mark [Mark.Buechele@stis.com]
Sent: Friday, July 05, 2002 3:05 PM
To: Jordan, Parkey; Follensbee, Greg
Subject: FW: Continuing negotiations on Follow-On Parkey.

Second copy of e-mail sent earlier. MEB

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

From: Buechele, Mark
Sent: Friday, July 05, 2002 9:16 AM
To: 'Jordan, Parkey'
Cc: Follensbee, Greg; Nilson, Dave
Subject: Continuing negotiations on Follow-On Agreement

Parkey,

In furtherance of our review of the proposed follow-on agreement for compliance with the parties' prior agreements and the Commission orders, I wish to report to you as follows:

Issue 14 - This issue appears to have been withdrawn as a formal issue, but nevertheless addressed with respect to Issue 25B. Thus further discussion of this issue will be deferred to our implementation of the agreed language on Issue 25B.

Issue 17 - BellSouth accurately incorporated the agreed language into the proposed follow-on agreement as GTC paragraph 11.1. However, I have not yet been able to completely check for any potentially conflicting language which may have originally existed in other portions of the template (and hence would have to be removed). If BellSouth already removed any conflicting language, please let me know.

Issue 25A - This issue appears to have been withdrawn based upon the understanding that the proposed follow-on agreement did not contain duplicate charges for elements, or unnecessary duplicate functions which may result in duplicate charges. However, I have not yet been able to completely check for any potentially conflicting language which may have originally existed in other portions of the template (and hence would have to be removed). If BellSouth removed any conflicting language or items in this regard, please let me know.

Per our prior discussion, I will be in two depositions today which are being taken by BellSouth. If the depositions conclude early I may have more to report back to you at 4:00 p.m. At this time however, I expect us to discuss at 4:00 p.m., the issue of the UNE Local Call Flow diagrams mentioned in my previous e-mail and any other matters raised above.

MEB.

7/14/02

White Nancy

From: Jordan Parke
Sent: Monday, July 1, 2002 4:19 PM
To: 'mark.buecheler@stis.com'
Cc: Forensbee, Greg
Subject: July 5th and July 8th Meetings

This is to confirm where we stand in the discussions of the follow on agreement on July 5th and July 5th

On July 5th, the parties agreed as follows:

Issue 14 - agreed that the issue was withdrawn to address in the context of Issue 25B.

Issue 17 - we agreed that BellSouth included the agreed upon language in Section 9.1 of the General Terms

Issue 25A - we agreed that the issue was withdrawn by Supra.

Issue 25 B - the parties agreed that the language agreed to in the settlement was incorporated into the document.

I understand that you believe your agreement with issues 17 and 25A are subject to your reviewing the remainder of the agreement for other related or possibly conflicting language. BellSouth believes that the parties did not settle or withdraw these issues based upon any other language in the agreement.

On July 8th the parties discussed the following issues:

Issue 26 - Supra requested several changes. BellSouth agreed to modify the last line of Section 2.16.7 of Attachment 2 to change "options set forth above" to "options set forth in this Section 2.16." Also, BellSouth agreed to modify the settlement language in Attachment 10 to add to the beginning of the settlement language, "Notwithstanding this Attachment 10, ..." BellSouth also agreed to modify the last line of Section 2.16.1 to change "following options" to "following options set forth in Sections 2.16.1.1, 2.16.1.2 or 2.16.1.3 below." We will then renumber Sections 2.16.2, 2.16.3 and 2.16.4 to 2.16.1.1, 2.16.1.2 and 2.16.1.3, respectively. 2.16.5 and following will be renumbered accordingly.

Issue 27 - the parties agreed to renumber Attachment 3, Section 1.6.4, to Section 1.7. Following paragraphs will be renumbered accordingly. Supra also inquired as to the references to intraLATA toll that were added to the settlement language. Whether these references should or should not be included was subject to the parties agreed upon definition of local traffic for purposes of reciprocal compensation under this agreement. Subject to check with Greg Follensbee, we can remove those references to intraLATA toll.

These two issues were the only ones discussed on July 8th. You will call or page me tomorrow to let me what time you would like to meet tomorrow afternoon.

Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-0794

EXHIBIT

N

White, Nancy

From: Jordan, Parkey
Sent: Monday, July 15, 2002 5:33 PM
To: 'Buechele, Mark'; Jordan, Parkey
Cc: Follensbee, Greg
Subject: RE: July 11th and 12th Meetings

We will be glad to look at whatever you have.

Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-0794

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

From: Buechele, Mark [mailto:Mark.Buechele@stis.com]
Sent: Monday, July 15, 2002 4:21 PM
To: 'Jordan, Parkey'
Subject: RE: July 11th and 12th Meetings

Parkey,

I beg to differ with you. You have not continued to ask for anything. Do you still want a copy of those call flows?

MEB.

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

From: Jordan, Parkey [mailto:Parkey.Jordan@BellSouth.COM]
Sent: Monday, July 15, 2002 4:09 PM
To: 'Buechele, Mark'; Jordan, Parkey
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: July 11th and 12th Meetings

Mark, just as you disagree with my e-mails, I disagree with yours. Again, I see no point in continuing to rehash these issues.

One point of note, however, relates to the call flows. I agree that you offered as early as July 3 to provide us the call flows you think are accurate, and we have continued to request them. To date, we have not received anything from you. We have told you that we do not have any other call flows in our files that are different from what we provided you with our proposed agreement, and we told you that if you would send us the call flows you think are accurate, we will review them. Telling us you disagree with our proposal, but not telling us why or providing a counter is useless.

On a different topic, just as information, in the agreement that BellSouth will file with the Commission today, to remove a contentious issue from the agreement, we have inserted today's date in the preamble of the agreement.

Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-0794

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

From: Buechele, Mark [mailto:Mark.Buechele@stis.com]
Sent: Monday, July 15, 2002 12:35 PM
To: 'Jordan, Parkey'; Buechele, Mark
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: July 11th and 12th Meetings

EXHIBIT N

Parkey,

I disagree with virtually all of your e-mail of this morning. The only thing I agree with in your e-mail is that BellSouth refuses to continue negotiating the follow-on agreement, which both you and Greg Follensbee conceded on Friday is a mess. BellSouth may not care if whatever agreement is filed makes sense; but Supra does! Indeed, it is in BellSouth's best interest to have a mess of an agreement, particularly one which has never been agreed upon.

Unfortunately, BellSouth's tactic appears to be to force an unworkable, non-agreed, interconnection agreement upon Supra which does not even reflect the Commission's prior rulings on those matters which had not previously been agreed to in principal. We both know that anything BellSouth files will be meaningless, and will serve no other purpose than to forment more unnecessary litigation. A tactic BellSouth appears to be only all too familiar with.

I will also note that Greg Follensbee had never sent any revised call flow diagrams as mention in your e-mail. Moreover, I have offered to provide both you and Greg Follensbee the call flow diagrams previously proposed by Supra. However, you have stated that BellSouth refuses to negotiate and discuss the follow-on agreement any further. Has BellSouth changed its position? If not, then what's the point. BellSouth's call flow diagrams have never been agreed to. In any event, it is my understanding that you have already been provided copies of the call flow diagrams previously proposed by Supra.

MEB.

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

From: Jordan, Parkey [mailto:Parkey.Jordan@BellSouth.COM]
Sent: Monday, July 15, 2002 12:02 PM
To: 'Buechele, Mark'; Jordan, Parkey
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: July 11th and 12th Meetings

Mark, I don't believe you understand Issue 27. BellSouth does not believe that modifications need to be made to Attachments 2 and 3. The only change BellSouth proposed was to delete the references to IntraLATA toll in Attachment 3, consistent with the settlement language for Issue 27. I have explained that issue many times. As I have told you before, Attachment 2 covers Supra's ability to offer LATA-wide local calling to its end users when using BellSouth's switch - a switch that is configured for BellSouth's local calling areas. Attachment 3 describes interconnection and compensation between the parties for traffic exchanged in a facilities-based environment. The definition of Local Traffic to which the parties ultimately agreed encompasses all calls within the LATA (other than switched access). Thus, there will be no IntraLATA traffic between the parties, and references to IntraLATA traffic that accompanied the original proposal are no longer applicable. We do not agree, nor did we state, that any other changes need to be made to the Attachments. As for the call flows, we believe that the call flows we proposed are correct. Per a conversation between Greg Follensbee and Dave Nilson last week, Greg added an endnote to the call flows regarding end office switching rates for call transport and termination and for UNEs being equal. Despite BellSouth's requests, Supra has not provided any other call flows or other information indicating any changes that were to be made to the call flows. Thus, we do not know why Supra thinks the call flows need modification.

As for the template, BellSouth had originally proposed to Supra where we would place all of the settlement language in the BellSouth template. Supra

would not agree to an agreement containing the settlement language to the extent we included a reference for the Attachment and Section. BellSouth is not confused as to where the language fits best, and any confusion Supra may be experiencing is due at least in part to its refusal to allow BellSouth to include a reference (and to discuss placement of the language at the time it was negotiated).

Your comments regarding the DSL issue may well be self-serving as intended, but they have no basis in fact or reality. BellSouth has not claimed that the Commission made a mistake in its order. BellSouth merely stated that the Commission did not order a process by which BellSouth would continue to provide DSL over UNE-P lines, nor could it have ordered a process based on the record in the arbitration. And BellSouth merely rejected Supra's verbal proposal to include language in the agreement relating to the process to be utilized and other language that was not included in the Order. We do not know yet exactly what that process is and how it will be implemented. BellSouth has not refused to include the language from the order, and in fact, our proposal quotes directly from the order. Your allegations regarding this issue are completely false.

BellSouth does plan to file an agreement today, and we see no need to continue our discussions with Supra at this point. If the Commission orders the parties to continue negotiations, we will do so.

BellSouth has never stated that there has not been sufficient time to review/negotiate the final agreement in this case. I will perhaps agree that Supra, by waiting until July 10 or 11 to discuss any of the ordered issues, has waited too long complete its review, but such delay falls squarely on Supra. BellSouth does not agree that Supra has acted in good faith and has moved diligently toward finalizing the agreement. We also do not agree that you uncovered substantial problems with the agreement. Most of your requested changes have been to language that was previously accepted by the parties, and your changes have been more along the lines of placement and numbering than substance. Further, where you have raised substantive disagreements (i.e., for the issues where the parties have reached an impasse), you have never proposed any language for BellSouth's consideration. Your participation in this process has been minimal compared to that of other ALECs in similar situations, and your client has failed to participate at all.

To state that Supra has not had a chance to review BellSouth's document is a farce. Supra has had ample time to review the agreement. The changes BellSouth has made to the agreement we plan to file today are only those that were made at the request of Supra during the last week. I see no reason to blame BellSouth for your failure to review the agreement.

Finally, with each email I send you describing the parties' agreement and discussion regarding specific issues, you respond with a self-serving email, stating that you have not reviewed my comments. If you would spend your time working on the substantive issues rather than posturing, you would perhaps have had time to make headway on the agreement. I see no reason to continue this battle of emails. BellSouth will comply with the Commission's order and let the Commission decide next steps.

Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-0794

-----Original Message-----
From: Buechele, Mark [mailto:Mark.Buechele@stis.com]
Sent: Monday, July 15, 2002 9:27 AM
To: 'Jordan, Parkey'; Buechele, Mark
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: July 11th and 12th Meetings

Parkey,

I just received your e-mail (below), and have not yet been able to review your e-mail for complete accuracy with our prior conversations. Nevertheless, I wish to make some points and comments because of the position we are now in.

First, I will note that on Friday, with respect to Issue 27, we discussed the fact that the language agreed upon in September/October 2001 was to be applied in concept to both the UNE environment and where Supra provides service through interconnected Supra equipment. Thus conceptually, both attachments 2 and 3 were to be modified. However, BellSouth's attempted implementation was to unilaterally break apart the agreed language and place it in either Attachment 2 or Attachment 3 (but not in both). Additionally, on Friday we both realized that more needs to be done to both Attachments 2 and 3 in order to accurately reflect the intent of the parties' agreements in September/October 2001. Apart from the agreeing upon the details of the UNE call flows (which were never resolved), both attachments needed to reflect the concept of LATA-wide local calling. On Friday you stated that to effectuate this concept, several more provisions needed to be removed from Attachment 3. Thereafter we both recognized that your suggestion was not complete or accurate, and that more work was needed on these two attachments than just the removal of the several provisions you suggested.

In retrospect, this problem has arisen because the parties originally did not have a template from which they were working from and thus were discussing proposed language on select concepts, which later needed to be implemented. Because no template was being contemplated, the parties did not specify where language was to be inserted and what potentially conflicting language needed to be removed from any existing template. In fact, Issue B, regarding which template to begin from, was only added as an issue for hearing just before the hearing began in late September 2001. It therefore is no wonder that as of last Friday, there was still considerable confusion by both BellSouth and Supra as to what needed to be done in Attachments 2 and 3, in order to properly implement the concepts agreed upon in September/October 2001.

On issue 49 (DSL), BellSouth claims that the Florida Public Service Commission made a mistake in not being more specific in its Reconsideration Order and that BellSouth seeks to reserve the right to refuse to provide end-users FastAccess (or any other DSL service) over the same telephone line which provides voice service. Although BellSouth claims to have not yet decided how to implement the Commission's order on the DSL issue, it is undisputed that BellSouth will refuse to provide end-users DSL over the same UNE line which provides the end-user voice service. Hence BellSouth refuses to add language which states that it will not disconnect the DSL service being provided on UNE voice lines converted to Supra.

I will also note that I sought to continue discussing further issues, but that you and Greg announced that BellSouth would not continue further negotiations on the follow-on agreement unless ordered to do so by the Florida Public Service Commission. Your rationale for refusing to engage in any further negotiations and discussions is that the Commission has set forth a July 15th deadline and that BellSouth has decided that it is going to file something on that date, and then seek to be relieved of its current agreement with Supra; irrespective of whether or not the document filed accurately incorporates the Commission's orders or the parties' prior agreements. I advised you that I disagree strongly with this approach, and that in the end, BellSouth's position will only serve to delay further implementation of a follow-on agreement.

You and Greg conceded that it was impossible to finish our discussions and negotiations within the time period provided by the Florida Public Service Commission, but that it was Supra's fault for not having started this process back in March 2001. You and Greg stated that in your experience the

process of negotiating a final agreement can take months after a final ruling, and that is why BellSouth sent its first version of the proposed agreement back in March, 2002. I advised you that Supra has little past experience in this regard, but that I have devoted a substantial amount of time and effort during the last month in a good faith attempt to complete this process. Neither you or Greg can claim that I have not acted in good faith. You also conceded that we have come far in this process, and that some of the problems I uncovered with BellSouth's proposed agreement were substantial and require considerable more discussion and negotiation. However, you also stated that some of the proposed changes I made were not that important. Yet, the reality is that I must still review the proposed follow-on agreement for accuracy, logic and completeness; and that it is the review and verification process which is the most time consuming. Once that time has been spent, why not spend a little extra more time to get the document done right. This is particularly true since BellSouth has taken the position on some provisions, that the language drafted means everything when it comes to implementing the agreement.

You advised that instead of completing our discussions and negotiations over the follow-on agreement, BellSouth intends to unilaterally file an unsigned contract on July 15th, without Supra even having had a chance to review that document. We also both agree that at this time, it is impossible to file anything which reflects both the Commissions' orders and the parties' prior agreements. I disagree with BellSouth's approach, but cannot force BellSouth to continue discussions and negotiations towards a final follow-on agreement. I trust that BellSouth reconsiders this hard-line approach and acts in a more reasonable and enlightened manner.

MEB.

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

From: Jordan, Parkey [mailto:Parkey.Jordan@BellSouth.COM]
Sent: Friday, July 12, 2002 8:00 PM
To: 'mark.buechele@stis.com'
Cc: Follensbee, Greg
Subject: July 11th and 12th Meetings

Mark, this is to confirm the status of the issues we discussed during our negotiations on July 11 and July 12. Where I indicate that BellSouth agreed to make changes with respect to a certain issue and that the issue is closed, I assume that the issue is closed only after BellSouth makes the agreed upon changes.

Issue 27 - on July 11 after we explained the issue regarding references to IntraLATA toll, I understood that Supra agreed to delete the intraLATA toll references in Attachment 3. However, on July 12 you told me that you had not agreed to the deletion. We discussed the reason for the deletion. BellSouth's original proposed agreement contained a definition of Local Traffic for reciprocal compensation purposes that was based on retail local calling areas. During our negotiations with Supra last fall, the parties agreed to a definition of Local Traffic that assumes that all traffic originating and terminating in a single LATA (other than traffic delivered over switched access arrangements) is local for purposes of reciprocal compensation. That being the case, there will be no intraLATA toll traffic exchanged between the parties, and references to intraLATA toll conflict with the agreement of the parties regarding Local Traffic. Traffic that would have been intraLATA toll is now encompassed in the Local Traffic definition. Our July 12 conversation included explanations to you of how Attachment 2 and Attachment 3 differed with respect to Supra's ability to offer LATA-wide local calling through BellSouth's switch (Attachment 2) and the compensation the parties would pay each other for traffic throughout the entire LATA (Attachment 3). Supra is still reviewing the deletion of the references to intraLATA toll, although Supra has agreed with the settlement language BellSouth provided in the agreement for this issue, subject to BellSouth's deletion of the reference to IntraLATA toll in Section 1.4 of

Attachment 1.

Issue 29 - Supra did not raise an issue with the language in Section 6.3.1.2 that was included to incorporate the Commission's Order. Supra raised an objection to Attachment 2, Section 6.3.1.2.3, which BellSouth added to allow Supra to purchase switching at market rates, despite the fact that the Commission did not order BellSouth to do so. BellSouth agreed to modify the proposed language to add a sentence to the end of Section 6.3.1.2.3 as follows: "Alternatively, Supra may order the fourth or more lines as resold lines pursuant to Attachment 1 of this Agreement." BellSouth did not agree to add language providing that in the event Supra finds another agreement with lower market rates, the lower market rates will apply to Supra without an amendment to the agreement. BellSouth added this language to provide an additional option to Supra. We provide this option to virtually all CLECs. BellSouth will either remove the language (meaning Supra will not have the option to purchase UNE-P for the end user's fourth or more line, or we will leave in the language as modified above. If Supra disagrees with the language, we will remove it, as it was not ordered by the Commission.

Issue 49 - Supra requested that BellSouth add language to Attachment 2, Section 2.17.7, regarding future internet access services offered by BellSouth, processes BellSouth will use to continue to provide DSL services to end users, an obligation to continue providing third party DSL services over Supra's UNE-P lines, and an obligation for BellSouth to notify such third parties that the third parties should begin paying Supra any amounts such parties were previously paying BellSouth. BellSouth offered the language directly from the Commission's order. BellSouth does not believe the additional language complies with the order. The parties disagree with respect to this issue.

Issue 53 - BellSouth agreed to delete Section 2.5 of Attachment 2, as BellSouth had included that paragraph of the settlement language in two places. This issue is closed.

Issue 55 - Supra agreed with BellSouth's language. The issue is closed.

Issue 57 - This issue was only partially settled by the parties last fall when the parties agreed to language related to PSIMS and PIC. Supra agreed to the language in the agreement with respect to the settled portion of the issue only (Supra has not yet commented on the language BellSouth included in the agreement regarding the remainder of Issue 57 to incorporate what was ordered by the Commission). The portion of Issue 57 relating to PSIMS and PIC is closed.

Issue 18 - BellSouth agreed to remove the (***) from the CSA column in Exhibit A of Attachment 1. BellSouth also agreed to remove the note associated with the (***). In Attachment 4 BellSouth agreed label the Remote Site Collocation document as Attachment 4A, and to separate Exhibit B from both Attachment 4 and Attachment 4A so it will print as a separate document rather than as a continuation of the Attachment itself. This issue is closed.

Issue 5 - Supra agreed with BellSouth's language. This issue is closed.

Issue 10 - Supra asked to add language to the end of Attachment 2, Section 3.2, that states "in writing before installing any DAML equipment." BellSouth agreed to this addition. Supra also requested that BellSouth include language to Attachment 1 (Resale) from the Order on Reconsideration relating to DAML on resale lines. BellSouth agreed to add language directly from the order as follows: "Where Supra provides service to customers via resale of BellSouth services, BellSouth shall not be required to notify Supra of its intent to provision DAML equipment on Supra customer lines, as long as it will not impair the voice grade service being provisioned by Supra to its customers." Supra also wanted to BellSouth, in the resale language, to reference a type of line card that Supra claims was discussed in testimony during the hearing and to agree that we would notify Supra when that type of line card is being used. BellSouth's witness for this issue

was retained since the hearing, and Supra did not have the technical information regarding the type of line card discussed at the hearing. Thus, BellSouth will not agree to any additional language, and Supra has not agreed that this issue is closed.

The following issues were discussed on July 12.

Issue 27 - the parties discussed this issue again, as described above. There is no resolution regarding BellSouth's proposed deletion of the references to IntraLATA toll traffic, but Supra has agreed to the settlement language BellSouth inserted in Attachment 3, Section 1, provided that the reference to IntraLATA toll is removed from Section 1.4.

Issue 19 - Supra asked questions regarding the language BellSouth inserted relating to compensation for ISP-bound traffic. Supra is still reviewing the language and wants to compare it to the FCC's order. Thus, this issue is still open to Supra.

Issue 42 - Supra asked to delete the last sentence of section 8.2 and replace it with the following language from the MCImetro agreement: "However, both Parties recognize that situations exist that would necessitate billing beyond the one year limit as permitted by law. These exceptions include:" BellSouth agreed to this change. This issue is closed.

Issues 11A and 11B - Supra requested that BellSouth add to Attachment 6, Section 15.5, language stating that if Supra files a complaint with the Commission, BellSouth will presume that Supra has filed a valid or good faith billing dispute. Supra was relying on language from the reconsideration order, but in BellSouth's view, the Commission was merely referencing language from the original order that stated Supra may ask the Commission for a stay if BellSouth has denied a billing dispute and intends to disconnect Supra. BellSouth would not agree to Supra's proposal. The parties disagree.

Issue 12 - Supra agreed to BellSouth's language. This issue is closed.

Issue 15 - Supra asked BellSouth to add a statement that it would also comply with the Performance Assessment Plan ordered by the Commission. BellSouth agreed but no specific language was agreed upon. Supra left it to BellSouth to add appropriate language. BellSouth will delete the first sentence of Attachment 10 and add the following sentence in lieu thereof: "BellSouth shall provide to Supra Telecom those Performance Measurements established by the Commission in Order No. PSC-01-1819-FOF-TP, and the associated Performance Assessment Plan ordered by the Commission."

This and my previous emails describing the parties' negotiations since June 28 concludes the issues that the parties discussed. Supra has not yet reviewed or discussed with BellSouth the following remaining issues: 16, 18 (other than that portion the parties settled in October), 20, 21, 22, 23, 24, 28, 32A, 32B, 33, 34, 38, 40, 46, 47, 57 (other than that portion the parties settled in October), 59, 60, 61, 62, 63, 65, 66.

Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-0794

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