

ORIGINAL

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October 15, 2003

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COMMISSION
CLERK

Mrs. Blanca S. Bayó
Director
Division of the Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 030339-TP (Allegiance Arbitration)

Dear Ms. Bayó:

Enclosed are an original and fifteen copies of BellSouth Telecommunications, Inc.'s Rebuttal Testimony of Kathy K. Blake, 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 to the parties shown on the attached Certificate of Service.

Sincerely,



Andrew D. Shore (KA)

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

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MMS _____
SEC _____
OTH _____

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**CERTIFICATE OF SERVICE
DOCKET NO. 030339-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Hand Delivery (*), Electronic Mail, Facsimile (**), and U.S. Mail this 15th day of October 2003 to the following:

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Andrew D. Shore

(16A)

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BELLSOUTH TELECOMMUNICATIONS, INC.
REBUTTAL TESTIMONY OF KATHY K. BLAKE
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 030339-TP
OCTOBER 15, 2003

Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH TELECOMMUNICATIONS, INC. ("BELLSOUTH") AND YOUR BUSINESS ADDRESS.

A. My name is Kathy K. Blake. I am employed by BellSouth as Director -- Policy Implementation. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375.

Q. HAVE YOU PREVIOUSLY FILED TESTIMONY IN THIS PROCEEDING?

A. Yes, I filed direct testimony on September 10, 2003.

Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

A. My testimony rebuts portions of the direct testimony of Allegiance Telecom of Florida, Inc. ("Allegiance") witness Larry Strickling.

Issue 2: Rates and Charges for Conversion of Customers from Special Access to Extended Enhanced Loops (EELs)

1 ***Following a request by Allegiance to convert a special access arrangement to a***
2 ***combined loop and transport network element (EEL), when should BellSouth***
3 ***cease billing the special access rate and begin to bill the lower UNE rate for the***
4 ***EEL?***

5
6 Q. IN HIS TESTIMONY, MR. STRICKLING CLAIMS THAT THE
7 PROPOSED INTERCONNECTION AGREEMENT BETWEEN
8 ALLEGIANCE AND BELLSOUTH DOES NOT HAVE A PROVISION FOR
9 A COMMITMENT DATE FOR THE COMPLETION OF EEL
10 CONVERSIONS (PAGE 4, LNS 10-13). IS THIS TRUE?

11
12 A. No. Attachment 6 to that Agreement, entitled “Pre-Ordering, Ordering and
13 Provisioning, Maintenance and Repair,” provides that BellSouth will provide
14 the same quality of pre-ordering, ordering, provisioning and maintenance and
15 repair service that BellSouth provides to itself. Attachment 6 also refers to the
16 guidelines posted on BellSouth’s website at
17 www.interconnection.bellsouth.com that are incorporated into the Agreement
18 by reference. One of the guides, BellSouth’s Products and Services Interval
19 Guide, provides the targeted timeline for when BellSouth will complete the
20 conversion. As I discussed in my direct testimony, it is BellSouth’s policy to
21 cease billing special access rates and begin billing UNE rates once BellSouth
22 performs the work necessary to effectuate the conversion to UNEs.
23 Allegiance’s position that UNE billing should commence on the date
24 Allegiance *requests* the conversion is unreasonable and completely disregards
25 the process BellSouth has in place to perform the requested conversion.

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Q. IS MR. STRICKLING'S REFERENCE TO THE FCC'S FINDINGS IN THE TRIENNIAL REVIEW ORDER ("TRO")' RELATING TO THIS ISSUE COMPLETE?

A. No. Mr. Strickling's reference to paragraph 588 of the TRO, while an accurate cite to the appropriate paragraph of the Order dealing with this issue, omitted several key sentences. Except for the inclusion of one footnote citing to filed comments, below is a full and complete reference to the paragraph cited by Mr. Strickling with the additional text added and underlined:

We conclude that conversions should be performed in an expeditious manner in order to minimize the risk of incorrect payments. We expect carriers to establish any necessary timeframes to perform conversions in their interconnection agreements or other contracts. We decline to adopt ALTS' suggestion to require the completion of all necessary billing changes within ten days of a request to perform a conversion because such time frames are better established through negotiations between incumbent LECs and requesting carriers. We recognize, however, that converting between wholesale services and UNEs (or UNE combinations) is largely a billing function. We therefore expect carriers to establish appropriate mechanisms to remit the correct

¹FCC Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, CC Docket Nos. 01-338, 96-98, and 98-147, Order No. FCC 03-36, Rel. August 21, 2003 ("Triennial Review Order" or "TRO").

1 payment after the conversion request, such as providing that any
2 pricing changes start the next billing cycle following the conversion
3 request.²

4
5 As evidenced by this *complete* passage, the FCC recognized that ILECs need
6 time to process conversions and that the carriers' interconnection agreements
7 should provide for an appropriate conversion time period.

8

9 ***Issue 7: Payment Due Date***

10 ***When should payment for service be due?***

11

12 Q. IN HIS TESTIMONY, MR. STRICKLING SUGGESTS THAT HAVING A
13 PRE-DETERMINED DUE DATE FOR BILLS IS UNUSUAL. DO YOU
14 AGREE WITH HIM?

15

16 A. No. Mr. Strickling's testimony on page 5, lines 4-7, appears to consider pre-
17 determined due dates that "bear[] no relationship to the date that the bill is
18 actually received" as unusual. However, as I testified in my direct testimony,
19 BellSouth's procedures for establishing the payment due date is based on
20 common industry and business practices. As a matter of fact, even
21 Allegiance's bills to BellSouth have a pre-determined due date each month that
22 has "no relationship to the date that the bill is received by" BellSouth.

23

² TRO ¶588. (Emphasis added.) (Footnote omitted)

1 Q. MR. STRICKLING CLAIMS THAT "WITHIN THE LAST 3 MONTHS
2 ALLEGIANCE HAS RECEIVED BILLS FROM BELLSOUTH WITH AS
3 LITTLE AS 5 DAYS FOR REVIEW BEFORE THE DUE DATE." IS THIS
4 CONSISTENT WITH BELLSOUTH'S INFORMATION?

5
6 A. No. BellSouth maintains accurate records of when bills are sent to CLECs,
7 whether electronically or by paper. Attached as Exhibit KKB-1 is a
8 spreadsheet reflecting Allegiance's billing history for each billing date since
9 January 1, 2003. This Exhibit demonstrates that BellSouth has been very
10 timely when sending bills to Allegiance.

11
12 Q. HOW DO YOU RESPOND TO MR. STRICKLING'S STATEMENT
13 ABOUT NOT RECEIVING BILLS UNTIL 5 DAYS BEFORE THE DUE
14 DATE?

15
16 A. The facts belie Mr. Strickling's claim. Exhibit KKB-1 makes clear that,
17 according to BellSouth's records, BellSouth has been sending Allegiance its
18 bills on a timely basis either electronically or by placing paper bills in the U.S.
19 Mail. As for paper bills that are sent through the U.S. Mail, BellSouth cannot
20 be responsible for any delays caused by the U.S. Post Office or Allegiance's
21 internal mail processing after the bill is delivered to Allegiance. The date on
22 the Exhibit is the date the paper or CDROM bills were placed in the U.S. Mail
23 and postmarked.

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25

1 Q MR. STRICKLING, ON PAGE 6, LINES 9-20, MAKES REFERENCE TO
2 ANOTHER CLEC'S ARBITRATION PROCEEDING AND
3 ALLEGIANCE'S WILLINGNESS TO ADOPT LANGUAGE *PROPOSED*
4 DURING NEGOTIATIONS OF THE OTHER CLEC'S
5 INTERCONNECTION AGREEMENT. IS THIS APPROPRIATE?

6
7 A. Absolutely not. The *proposed* agreement that Allegiance is referring to is the
8 Interconnection Agreement between BellSouth and ITC DeltaCom
9 ("DeltaCom"), which is the subject of an ongoing arbitration proceeding before
10 this Commission in Docket No. 030137-TP. The Commission has not issued
11 an Order in that proceeding. Neither has the DeltaCom/BellSouth proposed
12 agreement been agreed to by the parties, nor has the agreement been finalized
13 and approved by the Commission. Allegiance should not be allowed to adopt
14 any language from a *proposed* agreement.

15
16 ***Issue 8: Deposits***

17 ***When is it appropriate to demand a security deposit, in what amount, and under***
18 ***what conditions should the security deposit be released?***

19
20 Q. ON PAGE 7, LINES 3-12, MR. STRICKLING EXPRESSES CONCERN
21 WITH BELLSOUTH'S DEPOSIT POLICY AND THE EFFECT THAT THE
22 SECURITY DEPOSIT REQUIREMENT HAS ON ALLEGIANCE'S
23 CAPITAL. PLEASE COMMENT.

24

1 A. BellSouth's policy of requiring a deposit of no more than two months of a
2 CLECs estimated billings is consistent with industry standards. Most
3 telecommunications companies, including Allegiance, require deposits from
4 their customers to reduce potential losses if a customer ceases to pay its bills.
5 BellSouth is no different. Two months is necessary because of the period of
6 time that is required before BellSouth can disconnect a customer for non-
7 payment (approximately seventy-four (74) days). Having a deposit that covers
8 two months of billing still leaves BellSouth at risk of covering 14 days of
9 billing. In today's telecom world, requiring a deposit is necessary and
10 demonstrates sound business rationale.

11

12 Q. DOES ALLEGIANCE HAVE DEPOSIT LANGUAGE IN ITS FLORIDA
13 TARIFF?

14

15 A. Yes. Allegiance's Florida local services and access services tariffs indicate
16 that Allegiance is able to require a deposit from its customers.

17

18 Q. IS ALLEGIANCE'S DEPOSIT LANGUAGE SIMILAR TO BELLSOUTH'S
19 DEPOSIT LANGUAGE?

20

21 A. Yes. A review of the deposit language contained in Allegiance's Florida tariffs
22 shows that Allegiance, in order "to safeguard its interests," may require the
23 Customer to make a deposit to be held as a guarantee for payment of charges.
24 While Allegiance objects to BellSouth's ability to obtain and retain a deposit if
25 the customer has a twelve month prompt payment history, Allegiance's own

1 tariff states, “[a] deposit may be required if the *Customer’s financial condition*
2 *is not acceptable to the Company* or is not a matter of general knowledge.”
3 (Allegiance Telecom of Florida, Inc., Florida Price List No. 3, Original page
4 38, Section 2.5.2(A) (Emphasis added). Allegiance’s right to a deposit is not
5 dependent upon the customer’s payment history.

6
7 In addition to Allegiance having the ability to obtain a deposit, the amount of
8 the deposit that Allegiance may request can be as much as “two and one-half
9 twelfths of the estimated charge for the service for the ensuing twelve months.”
10 (*Id.*)

11
12 Q. ON PAGE 9, LINES 22-25, MR. STRICKLING TESTIFIES THAT PROMPT
13 PAYMENT BY A CARRIER OVER A TWELVE MONTH PERIOD
14 SHOULD BE THE “BEST INDICIA AVAILABLE FOR DETERMING THE
15 PROPENSITY OF A COMPANY TO PAY ITS BILL...” WHAT IS YOUR
16 RESPONSE?

17
18 A. Over the last 2 years BellSouth has had a number of very large customers that
19 were paying current up until the day they filed bankruptcy, including
20 Allegiance. Payment history is an indication of how a customer performed in
21 the past but not how it will perform in the future. A compilation of data
22 including how the debtor pays other suppliers, management history, company
23 history, financial information, and bond rating (indicates the company’s ability
24 to obtain financing) all help paint a picture of how a company will perform in
25 the future. In the event a CLEC fails to pay (after maintaining a good payment

1 history or otherwise), BellSouth is faced with a lengthy process prior to
2 disconnection of the service. In addition to the period of time for which the
3 CLEC did not pay, BellSouth may be required to provide an additional month
4 (or more) of service while notices are being given and the disconnection
5 process is taking place, resulting in at least two months of outstanding debt,
6 even if the CLEC has paid timely prior to that point.

7
8 Q. ON PAGES 7 AND 9, MR. STRICKLING QUOTES FROM THE FCC'S
9 DECEMBER 2002 POLICY STATEMENT ON SECURITY DEPOSITS,
10 EXPRESSING CONCERN THAT "CREDIT WORTHINESS" IS NOT AN
11 OBJECTIVE STANDARD FOR REQUIRING A DEPOSIT. PLEASE
12 COMMENT.

13
14 A. Mr. Strickling cites the FCC's Policy Statement³ issued in response to
15 Verizon's specific revisions to its interstate access tariffs seeking to broaden its
16 discretion to require security deposits and advance payments, and to shorten
17 the notice period required before it may take action against customers who are
18 not paying their interstate access bills on time. As Mr. Strickling quoted from
19 ¶21, the FCC did express concerns about the objectiveness of a "credit
20 worthiness" standard. However, at the Conclusion of the Statement, the FCC
21 stated (¶30),

22
23 *We do not believe that broadly crafted measures applicable*
24 *to all customers, such as additional deposits, are necessary*

³ *In the Matter of Verizon Petition for Emergency Declaratory and Other Relief*, WC Docket No. 02-202, *Policy Statement*, Rel. December 23, 2002 ("Policy Statement").

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to strike the balance between the interests of incumbent ILECs and their customers. ... We believe that narrower protections such as accelerated and advanced billing would be more likely to satisfy statutory standards.

Although the FCC did not agree to the “broadly crafted” tariff changes requested by Verizon and other ILECs, it recognized, however, that narrower protections, including shortened intervals for discontinuance of service may be appropriate. The problem with that approach is that CLECs typically want more time, not less time to pay their bills. Even though the FCC may approve such a provision in an FCC tariff, that approach would not help protect the ILECs.

Q. ON PAGE 8 OF HIS TESTIMONY, MR. STRICKLING STATES THAT BELLSOUTH CURRENTLY BILLS IN ADVANCE FOR SERVICES PERFORMED, AND THAT FACT SHOULD DECREASE THE AMOUNT OF THE SECURITY DEPOSIT. DO YOU AGREE?

A. No. Mr. Strickling appears to confuse the term “advanced payment” with “services billed in advance” or “advanced billing.” Even though some of BellSouth’s charges are billed in advance, the CLEC does not actually pay the charges until the product or service has been used. This is not an advanced payment. Mr. Strickling states that “any security deposit should be at the minimum level necessary to provide adequate assurance of payment.” (Page 7, lines 9-10.) Regardless of whether charges are billed in advance or billed in arrears (i.e., usage-based billing), BellSouth’s current policy of obtaining a

1 deposit equal to two-months billing, coupled with the notification and
2 disconnection process, does not necessarily cover BellSouth for its risk of
3 CLEC non-payment. For services billed in advance, approximately 74 days
4 would elapse from the time BellSouth has rendered the service (bill due date)
5 to the date BellSouth could disconnect service, leaving BellSouth at risk for 14
6 days (74 – 60 days) worth of billing. For services billed in arrears, BellSouth
7 would be exposed an additional 30 days worth of billing (for a total of
8 approximately 104 days) from the time BellSouth has rendered the service to
9 the date BellSouth could discontinue service; therefore, BellSouth is at risk for
10 approximately 44 days (104 – 60 days).

11

12 Q. HOW DO YOU RESPOND TO ALLEGIANCE'S CONCERNS WITH
13 WHAT IT CLAIMS IS BELL SOUTH'S "SUBJECTIVE" CREDIT
14 ANALYSIS PROPOSAL (STRICKLING, P. 9)?

15

16 A. As an initial matter, and as I discussed in greater detail in my direct
17 testimony, the credit scoring tools that BellSouth uses to assess a customer's
18 credit worthiness are commercially acceptable and applied in a commercially
19 reasonable manner. In response to Allegiance's concerns regarding
20 BellSouth's credit analysis process, BellSouth will provide, upon request,
21 details of its credit analysis in writing. BellSouth is also willing to meet with
22 the CLEC to discuss the specifics of the analysis. Should the CLEC still have
23 unresolved concerns, it has the option to dispute the deposit request and have
24 a third party review the results of BellSouth's credit analysis.

1

2 ***Issue 9: Back Billing***

3 ***How far may BellSouth back bill for all services?***

4

5 Q. IS THE FACT THAT ALLEGIANCE HAS NEGOTIATED WITH OTHER
6 ILECS FOR A SHORTER BACK-BILLING PERIOD RELEVANT IN THIS
7 PROCEEDING?

8

9 A. No. Allegiance may have shorter back-billing time periods with other ILECs
10 because the states in which those ILECs operate may have statutes or rules that
11 limit back-billing periods. In Louisiana, for example, BellSouth is only
12 permitted to back-bill for a six-month period pursuant to Louisiana Public
13 Service Commission rules. Each state's limitation on back-billing is different,
14 and therefore, a CLEC operating in many different states is going to be subject
15 to many different back-billing requirements. The Florida Public Service
16 Commission has determined that a company can back-bill for services for a 12-
17 month period. BellSouth's back-billing policy complies with this
18 Commission's rules.

19

20 Q. ON PAGE 10, MR. STRICKLING MENTIONS THAT BELLSOUTH'S
21 LANGUAGE REGARDING TWO BACK-BILLING EXCEPTIONS IS
22 VAGUE. DO YOU AGREE?

23

24 A. No. The proposed agreement language relevant to this issue states, "These
25 exceptions include: (1) Charges connected with jointly provided services

1 whereby meet point billing guidelines require either Party to rely on records
2 provided by a third Party, and (2) Charges incorrectly billed due to error in or
3 omission of customer provided data such as PLU or PIU factors or other
4 ordering data.”(Attachment 7, Section 1.11.) Apparently Allegiance is
5 concerned that the exceptions to BellSouth being able to back bill charges
6 “include” the two circumstances listed, implying that there may be other,
7 unspecified exceptions. To clarify this matter, BellSouth offered to change the
8 wording from “These exceptions include” to “These exceptions are”, thereby
9 specifying that the only exceptions to the back-billing rule are the two
10 instances listed. Allegiance continues to dispute BellSouth’s proposal to
11 clarify this language.

12

13 Q. ON PAGE 10 OF HIS TESTIMONY, MR. STRICKLING APPEARS
14 CONCERNED ABOUT WHY BELLSOUTH INCLUDED TWO
15 EXCEPTIONS IN ITS LANGUAGE RELATING TO BACK-BILLING.
16 PLEASE EXPLAIN WHY THE TWO EXCEPTIONS SHOULD BE
17 INCLUDED IN THE INTERCONNECTION AGREEMENT.

18

19 A. As I explained in my direct testimony, the purpose of the two exceptions is for
20 instances when “BellSouth is dependent upon information provided by a third
21 party or is dependent upon information provided by Allegiance.” Even if the
22 third party or Allegiance does not provide the information to BellSouth either
23 during the 12th month of the backbilling rule period or provides the information
24 after the 12-month backbilling period has expired, BellSouth is still required to
25 make payment to the other party. BellSouth believes that in these limited

1 circumstances it should be able to seek payment from Allegiance. Allegiance
2 will have already received the services (and will likely have received payment
3 from its end users) but will not have been billed for the services through no
4 fault of BellSouth. BellSouth should not be penalized due to errors made by
5 Allegiance or third parties for their lack of timely billing.

6

7 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

8

9 A. Yes.

10

11

12

13 -507037

**BellSouth Dates of Bill Delivery
for Paper and Electronic Bills
Sent to Allegiance Telecom
for CABS/Special Access Bills**

BellSouth Telecommunications, Inc.
FPSC Docket No. 030339-TP
October 15, 2003
Exhibit KKB-1
Page 1 of 2

<u>Bill Date</u>	<u>January</u>		<u>February</u>		<u>March</u>	
	<u>Paper</u>	<u>Electronic</u>	<u>Paper</u>	<u>Electronic</u>	<u>Paper</u>	<u>Electronic</u>
1	7-Jan	7-Jan	5-Feb	5-Feb	6-Mar	6-Mar
4	8-Jan	8-Jan	7-Feb	7-Feb	9-Mar	7-Mar
13	16-Jan	16-Jan	18-Feb	18-Feb	18-Mar	18-Mar
16	21-Jan	21-Jan	20-Feb	20-Feb	20-Mar	20-Mar
22	27-Jan	27-Jan	26-Feb	26-Feb	27-Mar	27-Mar
25	30-Jan	30-Jan	28-Feb	28-Feb	31-Mar	28-Mar
28	3-Feb	3-Feb	4-Mar	4-Mar	1-Apr	1-Apr
<u>Bill Date</u>	<u>April</u>		<u>May</u>		<u>June</u>	
	<u>Paper</u>	<u>Electronic</u>	<u>Paper</u>	<u>Electronic</u>	<u>Paper</u>	<u>Electronic</u>
1	4-Apr	4-Apr	6-May	6-May	4-Jun	4-Jun
4	9-Apr	9-Apr	8-May	8-May	6-Jun	6-Jun
13	17-Apr	17-Apr	16-May	16-May	18-Jun	18-Jun
16	21-Apr	21-Apr	21-May	21-May	19-Jun	19-Jun
22	25-Apr	25-Apr	28-May	28-May	26-Jun	26-Jun
25	30-Apr	30-Apr	29-May	29-May	30-Jun	30-Jun
28	2-May	2-May	2-Jun	2-Jun	1-Jul	1-Jul
<u>Bill Date</u>	<u>July</u>		<u>August</u>		<u>September</u>	
	<u>Paper</u>	<u>Electronic</u>	<u>Paper</u>	<u>Electronic</u>	<u>Paper</u>	<u>Electronic</u>
1	7-Jul	7-Jul	6-Aug	5-Aug	5-Sep	5-Sep
4	9-Jul	9-Jul	7-Aug	7-Aug	9-Sep	9-Sep
13	17-Jul	17-Jul	18-Aug	18-Aug	17-Sep	17-Sep
16	21-Jul	21-Jul	20-Aug	20-Aug	19-Sep	19-Sep
22	25-Jul	25-Jul	26-Aug	26-Aug	25-Sep	25-Sep
25	30-Jul	30-Jul	28-Aug	28-Aug	29-Sep	29-Sep
28	1-Aug	1-Aug	2-Sep	2-Sep	1-Oct	1-Oct

**BellSouth Dates of Bill Delivery
for Paper, Electronic, and CDROM Bills
Sent to Allegiance Telecom
for UNE and Resale Bills**

BellSouth Telecommunications, Inc.
FPSC Docket No. 030339-TP
October 15, 2003
Exhibit KKB-1
Page 2 of 2

Bill Date	Site	January			February			March		
		Paper	Electronic	CDROM	Paper	Electronic	CDROM	Paper	Electronic	CDROM
25	305	28-Jan		29-Jan	27-Feb		3-Mar	28-Mar		27-Mar
25	561	28-Jan		29-Jan	27-Feb		28-Feb	28-Mar		31-Mar
25	904	28-Jan		29-Jan	27-Feb		3-Mar	31-Mar		28-Mar
26	305	29-Jan		30-Jan	3-Mar		3-Mar	31-Mar		31-Mar
26	561	29-Jan		30-Jan	3-Mar		3-Mar	31-Mar		31-Mar
26	904	29-Jan		30-Jan	3-Mar		3-Mar	31-Mar		31-Mar
26	305	29-Jan	N/A		28-Feb	28-Feb		31-Mar	29-Mar	
26	561	30-Jan	N/A		3-Mar	1-Mar		31-Mar	30-Mar	
26	904	30-Jan	N/A		3-Mar	28-Feb		31-Mar	29-Mar	

Bill Date	Site	April			May			June		
		Paper	Electronic	CDROM	Paper	Electronic	CDROM	Paper	Electronic	CDROM
25	305	29-Apr		28-Apr	29-May		28-May	27-Jun		30-Jun
25	561	28-Apr		29-Apr	29-May		28-May	27-Jun		30-Jun
25	904	28-Apr		29-Apr	29-May		29-May	27-Jun		30-Jun
26	305	30-Apr		30-Apr	30-May		29-May	1-Jul		1-Jul
26	561	30-Apr		30-Apr	30-May		29-May	1-Jul		1-Jul
26	904	30-Apr		30-Apr	30-May		30-May	1-Jul		1-Jul
26	305	30-Apr	30-Apr		30-May	29-May		30-Jun	29-Jun	
26	561	30-Apr	30-Apr		30-May	30-May		30-Jun	29-Jun	
26	904	30-Apr	29-Apr		2-Jun	31-May		30-Jun	29-Jun	

Bill Date	Site	July			August			September		
		Paper	Electronic	CDROM	Paper	Electronic	CDROM	Paper	Electronic	CDROM
25	305	29-Jul		30-Jul	27-Aug		28-Aug	26-Sep		29-Sep
25	561	29-Jul		30-Jul	27-Aug		28-Aug	26-Sep		29-Sep
25	904	29-Jul		30-Jul	27-Aug		28-Aug	26-Sep		29-Sep
26	305	31-Jul		31-Jul	28-Aug		29-Aug	30-Sep		30-Sep
26	561	31-Jul		31-Jul	29-Aug		29-Aug	30-Sep		30-Sep
26	904	31-Jul		31-Jul	29-Aug		29-Aug	30-Sep		30-Sep
26	305	31-Jul	30-Jul		29-Aug	28-Aug		29-Sep	28-Sep	
26	561	1-Aug	31-Jul		2-Sep	30-Aug		30-Sep	30-Sep	
26	904	1-Aug	31-Jul		29-Aug	28-Aug		29-Sep	28-Sep	