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June 23, 2004

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

**RE: DOCKET 040301-TP
SUPRA'S MOTION FOR LEAVE TO AMEND ITS
PETITION FOR ARBITRATION WITH BELLSOUTH**

Dear Mrs. Bayo:

Enclosed is the original and fifteen (15) copies of Supra Telecommunications And Information Systems, Inc.'s (Supra) Motion For Leave To Amend Its Petition For Arbitration With Bellsouth along with four (4) exhibits. Exhibit B is confidential and is therefore submitted in a sealed envelope.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return it to me.

Sincerely,

Brian Chaiken
Executive Vice President

DOCUMENT NUMBER 040301-TP

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FPSC-COMMISSIONER OFFICE

CERTIFICATE OF SERVICE

Docket 040301-TP

I **HEREBY CERTIFY** that a true and correct copy of the following was served via Facsimile, E-Mail, Hand Delivery, and/or U.S. Mail this 23rd day of June 2004 to the following:

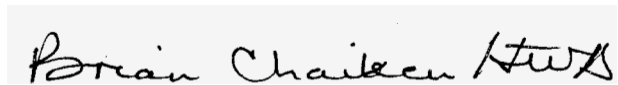
Jeremy Susac

*Office of the General Counsel
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850*

Nancy White

*c/o Ms. Nancy H. Sims
BellSouth Telecommunications, Inc.
150 South Monroe Street, Suite 400
Tallahassee, FL 32301-1556*

SUPRA TELECOMMUNICATIONS
AND INFORMATION SYSTEMS, INC.
2620 S. W. 27th Avenue
Miami, FL 33133
Telephone: 305/ 476-4248
Facsimile: 305/ 443-1078


By: Brian Chaiken

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition of Supra Telecommunications and Information Systems, Inc.'s, for arbitration with BellSouth Telecommunications, Inc.))))) _____)	Docket No. 040301-TP Filed: June 23, 2004
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MOTION FOR LEAVE TO AMEND
PETITION OF SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC.,
FOR ARBITRATION WITH BELL SOUTH TELECOMMUNICATION, INC.

Supra Telecommunications and Information Systems, Inc., (“Supra”) by and through its undersigned counsel hereby files this Motion for Leave to Amend the above styled petition. In support thereof, Supra states as follows:

An issue identification meeting was held on Monday, June 14, 2004. At that time, Supra proposed only to raise two issues addressing the appropriate non-recurring rate, if any, BellSouth may assess for a hot-cut from an UNE-P to UNE-L arrangement. Supra has since re-evaluated its petition and determined more clarity was required in order to clearly frame Supra’s issues which it has brought forth to this Commission. Pursuant to Rule 28-106.202, Florida Administrative Code¹ and Florida Statutes § 364.058,² Supra hereby requests leave to amend its Petition. A true copy of Supra’s proposed First Amended Petition is attached hereto.

BellSouth will not be prejudiced if Supra is allowed to amend its initial petition to clarify the issue(s) in question. An amendment to the initial petition is in the public interest since the purported amendment will get the parties to the heart of the instant dispute.

¹ Rule 28-106.202, Florida Administrative Code , provides that “The petitioner may amend the petition prior to the designation of the presiding officer by filing and serving an amended petition in the manner prescribed for filing and serving an original petition. The petitioner may amend the petition after the designation of the presiding officer only upon order of the presiding officer.”

² Section 364.058, Florida Statutes, provides: “(1) Upon petition or its own motion, the commission may conduct a limited or expedited proceeding to consider and act upon any matter within its jurisdiction.”

Motion For Leave To File An Amended Petition

In the instant proceeding, it is necessary that Supra amends its initial filing so that the issue(s) raised in its initial petition will be adequately and efficiently addressed. Commission Order No. PSC-03-0721-PCO-TP, issued on June 17, 2003 in Docket 030349-TP, provides:

The longstanding policy in Florida, and of this Commission in particular, is to allow pleadings to be freely amended so that disputes may be resolved on their merits. (Order No. PSC-03-0721-PCO-TP at p. 2.)

Also Commission Order No. PSC-98-0332-PCO-TP, issued on February 26, 1998 in Docket No. 970730-TP, reads in pertinent part:

Thus, the courts inform that the Commission has broad discretion to allow amendment of pleadings and that the Commission should follow a policy of allowing pleadings to be freely amended, if the privilege to amend has not been abused, in order that disputes may be resolved on their merits. (Order No. PSC-98-0332-PCO-TP at p. 5) (emphasis added).

WHEREFORE, for the foregoing reasons, Supra respectfully requests that this Commission grant Supra leave to amend its petition.

RESPECTFULLY SUBMITTED this 23rd day of June 2004.

SUPRA TELECOMMUNICATIONS
AND INFORMATION SYSTEMS, INC.
2620 S.W. 27th Avenue
Miami, Florida 33133
Telephone: (305) 476-4248
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By: Brian Chaiken/TWA
BRIAN CHAIKEN

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition of Supra)
Telecommunications and Information) Docket No. 040301-TP
Systems, Inc.'s for arbitration)
with BellSouth Telecommunications, Inc.) Filed: June 23, 2004

FIRST AMENDED PETITION OF SUPRA
TELECOMMUNICATIONS AND INFORMATION
SYSTEMS, INC., FOR ARBITRATION
WITH BELL SOUTH TELECOMMUNICATIONS, INC.

Supra Telecommunications and Information Systems, Inc. ("Supra") by and through its undersigned counsel, hereby files this, its First Amended Petition with the Florida Public Service Commission ("Commission") pursuant to Rule 28-106.202, Florida Administrative Code¹ and Florida Statutes § 364.058,² and hereby requests Expedited Relief³ in resolving a rate dispute in accordance with Sections 364.161(1), 364.162(2), Florida Statutes, as well as Section 252(b) of the Telecommunications Act of 1996 (the "Act"), between Supra and BellSouth Telecommunications, Inc. ("BellSouth").

¹ Rule 28-106.202, Florida Administrative Code, provides that "The petitioner may amend the petition prior to the designation of the presiding officer by filing and serving an amended petition in the manner prescribed for filing and serving an original petition. The petitioner may amend the petition after the designation of the presiding officer only upon order of the presiding officer."

² Section 364.058, Florida Statutes, provides: "(1) Upon petition or its own motion, the commission may conduct a limited or expedited proceeding to consider and act upon any matter within its jurisdiction."

³ The procedures for expedited processing were set out in the June 19, 2001, Commission memorandum from Noreen S. Davis to then Chairman, E. Leon Jacobs. This memorandum limited such proceedings to a single issue. The process described in the memorandum was originally envisioned as applicable to complaints arising from interconnection agreements - which this would most certainly qualify. It is critical that the Commission use an expedited process to quickly resolve this matter in order to dispose of an existing barrier to competition that impede competitors from moving to a facilities-based system.

PARTIES

1. Supra is a Competitive Local Exchange Carrier (“CLEC”) certificated by the Commission to provide telecommunications services within the State of Florida. Petitioner’s name, address and telephone number is as follows:

Supra Telecommunications and Information Systems, Inc.
2620 S. W. 27th Avenue,
Miami, Florida 33133
(305) 476-4200

2. The Petitioner’s representative’s name, address and telephone number is:

Brian Chaiken, Esq.
Legal Department
Supra Telecommunications and Information Systems, Inc.
2620 S.W. 27th Avenue
Miami, Florida 33133
Telephone: 305.476.4248
Facsimile: 305.443.1078

3. BellSouth is a corporation organized and formed under the laws of the State of Georgia, with its principal office at 675 West Peachtree Street, Atlanta, Georgia, 30375. BellSouth is an Incumbent Local Exchange Carrier (“ILEC”) certificated by this Commission to provide local exchange telecommunications services in the state of Florida. BellSouth’s address in the State of Florida for service of process is:

Nancy B. White, General Counsel
c/o Nancy H. Sims, Director of Regulatory Affairs
BellSouth Telecommunications, Inc.
150 South Monroe Street
Suite 400
Tallahassee, Florida 32301

JURISDICTION

4. The Act established three methods by which CLECs can enter the local exchange market: resale, leasing of unbundled network elements (“UNE”), and investing in their own facilities.^{4, 5} Facilities-based CLECs are those that have invested in and built-out their own networks.⁶ Frequently, CLECs enter the market using resale or UNE-P services while investing the financial resources necessary to build a telecommunications network and eventually provide facilities-based services.⁷ This is exactly the three-prong strategy utilized by Supra.

5. 47 U.S.C. §251(c)(2) imposes a duty on the ILECs to provide interconnection with a local exchange carrier. The three methods of interconnection are described above. The Act requires that the rates for these methods of interconnection must be “just, reasonable and non-discriminatory.” See §251(c)(2)(D). The pricing standards for interconnection charges can be found at 47 U.S.C. §252(d)(1). In addition to the rate being “just, reasonable and non-discriminatory,” the rate must also be “based on the cost (determined without reference to a rate-of-return or other rate-based proceeding) of providing the interconnection.” See §252(d)(1)(A).

6. Furthermore the United States Supreme Court⁸ upheld the FCC’s finding that in supplying wholesale UNEs to a competitor the temptation and / or likelihood for abuse was high, and that “disconnect[ing] p reviously c onnected elements, o ver t he o bjection o f t he r equesting carrier, not for any productive reason, but just to impose wasteful reconnection costs on new entrants.” In affirming FCC Rule 315(b), the Supreme Court found:

⁴ See June 2003 Florida Competition Report, pg. 5.

⁵ See cc96-325 *First Report and Order on Local Competition*, ¶ 12.

⁶ Id.

⁷ Id.

⁸ *Iowa Utilities Board v. AT&T*, 525 U.S. 366, 119 S.Ct. 721 (Iowa Utilities Board II). Decided by the Supreme Court of the U.S. on Jan 25, 1999.

The reality is that §251(c)(3) is ambiguous on whether leased network elements may or must be separated, and **the rule the Commission has prescribed is entirely rational, finding its basis in §251(c)(3)'s nondiscrimination requirement. As the Commission explains, it is aimed at preventing incumbent LECs from “disconnect[ing] previously connected elements, over the objection of the requesting carrier, not for any productive reason, but just to impose wasteful reconnection costs on new entrants.”** Reply Brief for Federal Petitioners 23. It is true that Rule 315(b) could allow entrants access to an entire preassembled network. In the absence of Rule 315(b), however, incumbents could impose wasteful costs on even those carriers who requested less than the whole network.

(Iowa Utilities Board v. AT&T 525 U.S. 366, 119 S.Ct. 721 (1999) at Section III (D) ¶ 6.)

(Emphasis Added.) Yet, in this Docket, the unjustified rate which BellSouth is currently attempting to bill Supra not only allows BellSouth to recover the cost of disconnecting and rebuilding a working, in-service loop, but BellSouth continues to bill that rate **even when no work at all is done to the loop during conversion.**

6. Like the Act, Section 364.161(1), Florida Statutes, provides in part:

The parties shall negotiate the terms, conditions, and prices of any feasible unbundling request. If the parties cannot reach a satisfactory resolution within 60 days, either party may petition the commission to arbitrate the dispute and the commission shall make a determination within 120 days...[t]he prices, rates, terms, and conditions for the unbundled services shall be established by the procedure set forth in Section 364.162.

7. This Florida provision allows a CLEC to petition this Commission to arbitrate a rate with respect to a condition of interconnection (such as a hot-cut charge), if the parties cannot reach a satisfactory resolution within 60 days. Section 364.162(2), Florida Statutes, sets out the procedure for resolving such a dispute:

In the event that the commission receives a single petition relating to either interconnection or resale of services and facilities, it shall vote, within 120 days following such filing, to set nondiscriminatory rates, terms, and conditions, except that the rates shall not be below cost.

8. Supra hereby files this single petition, in accordance with the above referenced provisions, for the purpose of resolving an individual rate with respect to a condition of interconnection.

EXPEDITED RELIEF

9. Supra seeks expedited relief for several reasons. First, it is the stated policy of both this Commission and the FCC to encourage facilities-based competition. **That is exactly what this docket represents – the ability for CLECs such as Supra to operate a viable business plan based on the investment in and use of its own facilities.** It is simply not cost effective, for Supra or any CLEC, to pay BellSouth's current, unjustified non-recurring charge for an individual hot-cut. BellSouth's present unilaterally imposed charges create a barrier to facilities-based competition. Every month of delay acts to prolong the time in which consumers can realize greater savings, and which Supra can obtain a return on its facilities-based investments.

10. Second, in light of the recent D.C. Circuit Court decision throwing out the UNE-P related provisions in the FCC TRO Order, there is much uncertainty regarding the future of UNE-P. This uncertainty is harmful to both customer and investor confidence in the CLEC industry. The establishment of a reasonable conversion cost so as to allow for facilities-based competition via UNE-L would go a long way to creating certainty, increasing confidence in this industry, and ensuring competition remains. Furthermore, as UNE-P prices may soon be raised, or as UNE-P may soon sunset, Supra needs to be able to quickly transfer its customers to its own facilities, so as to provide the least cost impact on its customer base. Delays in the establishment

of the UNE-P to UNE-L conversion costs will only serve to delay Supra's ability to make these transfers as soon as possible.

11. Third, BellSouth has refused to negotiate with Supra both the costs as well as the process, creating unsupportable excuses⁹ as to why it refuses to negotiate. It is important to note that delay only serves to benefit BellSouth, as Supra must either a.) continue to pay BellSouth for UNEs it neither wants nor needs, thereby enriching BellSouth and raising the costs of Supra or b.) pay BellSouth's unilaterally set cost-prohibitive conversion costs..

12. Fourth, is the internal Commission memorandum, dated June 19, 2001, Commission Memorandum from Noreen S. Davis to Chairman, E. Leon Jacobs. This directive speaks to disputes that arise out of interconnection agreements and are limited to no more than three issues. In this case, the dispute involves both the parties' present Florida interconnection agreement (the "ICA") and is limited to less than three issues. Accordingly, the standards set out in that memorandum have been met and expedited review should be conferred. Furthermore, Section 364.058, Florida Statutes, allows the Commission, upon a petition, to conduct an "expedited proceeding to consider and act upon any matter within its jurisdiction." (Emphasis added). It is certainly within the Commission's jurisdiction to resolve an interconnection agreement dispute and/or set a rate for a condition of interconnection or service of interconnection.

13. For these reasons, Supra respectfully requests that this Commission grant Supra's request for expedited relief and set this matter for hearing as soon as practical. Supra cites to

⁹ BellSouth claims that Supra "breached" its confidentiality obligations relating to settlement negotiations mediated by the FCC, and therefore BellSouth will not negotiate this issue further with Supra. However, when asked by Supra for any factual or legal support for such an accusation, BellSouth admitted that it was unaware of any third party to whom Supra provided any confidential information, or any legal support which would provide that a party has breached its confidentiality obligations absence a wrongful communication of confidential information.

Order No. PSC-03-0578-FOF-TP as precedent for expedited relief.¹⁰ Based on this precedent and for all the above mentioned reasons, an expedited proceeding should be granted.

BACKGROUND

14. The parties' ICA allows Supra to interconnect with BellSouth utilizing all three methods of interconnection.

15. General Terms & Conditions ("GT&C") §3.1 of the ICA establishes an obligation on BellSouth to cooperate in terminating services and elements and transitioning customers to Supra services.

16. GT&C §22.1 of the ICA states that if [BellSouth] has an obligation to do something, it is responsible for its own costs in doing it, "except as otherwise specifically stated."

17. The "hot-cut" process is described in the Network Elements Attachment in §3.8 of the ICA.

18. Under §3.8.1 the hot cut process only applies "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')." (Emphasis added).

¹⁰ In that case, AT&T filed a complaint and requested an expedited hearing. The only alleged emergency was that the respondent had allegedly violated a Commission statute and/or rule. AT&T did not cite to Section 364.058, Florida Statutes, nor did they cite to the internal Commission memorandum regarding expedited hearings. AT&T's initial complaint was void of any reason for the need for expedited relief. On April 15, 2003, the Commission granted AT&T's request for an emergency expedited hearing. The hearing in that matter was set for July 16, 2003 – approximately 90 days from the date the Commission disposed of the respondent's motion to dismiss.

19. Given that the ICA requires a “specific statement” [GT&C §22.1] before a charge will apply, and given that §3.8 only applies to converting “active BellSouth retail end users” to UNE-L, the rates for the retail-to-UNE-L conversion process cannot and should not apply to a UNE-P-to-UNE-L conversion.

20. The current unjustified unilaterally imposed non-recurring rate BellSouth bills Supra for **converting** working UNE-P service to a UNE-L loop is the rate associated with **establishing** UNE loop service to a CLEC switch.¹¹ Establishing service includes numerous procedures and costs that never need to be performed in order to simply convert a working UNE-P loop. The **only** non-recurring rates this Commission ordered for a 2 wire Analog loop UNE¹² were \$49.57 to put a loop in service where no service exists, and \$0.102 to convert a working retail or resale line to UNE-P¹³. Lacking an explicit rate to convert UNE-P to UNE-L, BellSouth has decided to bill Supra the larger of the two inappropriate rates.

21. A plain reading of the arbitrated and agreed upon ICA language precludes BellSouth from seeking any payments for this service of interconnection. More specifically:

- a. GT&C § 3.1 establishes an obligation on BellSouth to cooperate in terminating services or elements and transitioning customers to Supra services¹⁴.

¹¹ Where existing service and / or warm dial tone is not already present.

¹² FPSC UNE elements A.1.1, A.1.2 and P.1.1.

¹³ i.e. resale or retail converted to P.1.1 (which is the combination of A.1.1 and B.1.1 individual UNE elements)>

¹⁴ ICA, GT&C Section 3.1 reads: “Supra Telecom may terminate any Services and Elements provided under this Agreement upon thirty (30) days written notice to BellSouth unless a different notice period or different conditions are specified for termination of such Services and Elements in this Agreement or pursuant to any applicable tariff, in which event such specific period or conditions shall apply, provided such period or condition is reasonable, nondiscriminatory and narrowly tailored. Where there is no such different notice period or different condition specified, Supra Telecom’s liability shall be limited to payment of the amounts due for any terminated Services and Elements provided up to and including the date of termination. Upon termination, **BellSouth agrees to cooperate in an orderly and efficient transition** to Supra Telecom or another vendor such that the level and quality of the Services and Elements is not degraded **and to exercise its best efforts to effect an orderly and**

- b. GT&C § 22.1 says that if a party has an obligation to do something, it is responsible for its own costs in doing it, “except as otherwise specifically stated.”¹⁵
- c. BellSouth has admitted in Federal Court that “the terms of the Agreement do not explicitly reference a conversion process from” UNE-P to UNE-L. *See* BellSouth Emergency Motion to the Bankruptcy Court of June 23, 2003, at ¶ 12 (attached hereto as **Exhibit A**).¹⁶
- d. BellSouth has admitted to Supra that it was impossible for the Commission to have ever considered a rate for UNE-P service to UNE loop conversion because BellSouth had never even generated a cost study for this activity, so the Commission could not have considered the rate.¹⁷
- e. The “hot cut” process that BellSouth says applies here is described in the Network Elements Attachment in § 3.8. Section 3.8.1 makes clear that the referenced process applies “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’).”

22. Supra, nevertheless, recognizes that in a Commission arbitrated generic determination of UNE rates, BellSouth has the right to be reasonably compensated for the

efficient transition. Supra Telecom agrees that it may not terminate the entire Agreement pursuant to this section.” (Emphasis Added).

¹⁵ ICA, GT&C Section 22.1 reads: “**Except as otherwise specifically stated** in this Agreement, or any FCC or Commission order or rules, **each Party shall be responsible for its costs and expenses in complying with its obligations under this Agreement.**” (Emphasis Added).

¹⁶ This paragraph provides: “BellSouth agrees that the terms of the Agreement do not explicitly reference a conversion process from the Port/Loop Combination Service (i.e., UNE-P) Supra currently uses to the separate 2-Wire Analog Voice Grade Loop Service (i.e., UNE-L) Supra now seeks to use.⁷ BellSouth believes that the process and rates detailed in the Present Agreement for conversion of BellSouth’s retail service to UNE-L should be applied to UNE-P to UNE-L conversions because UNE-P is, for the several functions involved in conversion to UNE-L, the functional equivalent of BellSouth’s retail service. BellSouth has been, and continues to be, ready to convert service consistent with the contractual processes if it has adequate assurance that the applicable rates will be paid.”

Footnote 7 to that statement read: “The fact that the Present Agreement is silent on this specific conversion is not unusual, as all the other interconnection agreements between BellSouth and other CLECs similarly do not address this issue. Evidently, all other CLECs understand that the FPSC rates would apply and thus have not disputed the charges.” Of course, there are virtually no CLECs in Florida, other than Supra, who have sought to complete bulk orders of UNE-L conversions.

¹⁷ Representations of BellSouth’s Gregory Follensbee at the March 5, 2003 intra-company meeting regarding UNE-L provisioning.

services it renders. However the most recent Generic UNE docket resolved only the non-recurring cost to establish new service¹⁸ and the substantially reduced portion of that rate which is **not avoided** in the retail/resale to UNE-P conversion¹⁹. Unfortunately, the issue of UNE-P to UNE-L conversion rates was not addressed during this, or any other, proceeding, possibly because CLECs were unable to even order UNE-P until after the Commission's May 2001 Order²⁰. Thus, in addition to asking this Commission to enforce the ICA, Supra also seeks a determination from this Commission as to what the just, reasonable and non-discriminatory TELRIC based charge should be.

23. The following are facts that demonstrate the material cost differentials between an A.1.x UNE loop non-recurring charge versus a UNE-P-to-UNE-L hot-cut, regardless of the type of loop being converted:

1. Placing a plug-in at remote terminal (100% of all orders)
2. Placing a cross connect at a crossbox (100% of all orders)
3. Check continuity and dial tone at the crossbox²¹ (100% of all orders)
4. Trouble resolution at the crossbox (30% of all orders)
5. Testing at customer premises and "tagging wires at NID"²² (100% of all orders)
6. Trouble resolution at customer premises²³ (21% of all orders)

¹⁸ A.1.1 @ 49.57 and A.1.2 @ 135.57

¹⁹ P.1.1 @ \$0.102 is the only non-avoided remainder of the above \$49.57 **plus** the \$3.47 for the B.1.1 Unbundled Switch port. Thus all but 10.2 cents of the commissions combined \$53.04 was ordered for the retail to UNE-P rate. No such UNE-P to UNE-L conversion was addressed by 990649A-TP.

²⁰ PSC-01-1181-FOF-TP.

²¹ As opposed to doing so in the central office at the MDF as represented in the switching TRO Docket 03-0381.

²² Supra audits of completed UNE-P to UNE-L conversions prove that BellSouth **does NOT** perform this tagging at the NID for Supra customers, and despite BellSouth's representations in other forums, Supra did not and does not request Bellsouth perform such activity.

²³ Despite the fact that when a UNE-P to UNE-L conversion improperly leaving the customer without dial tone, BellSouth classifies this as a "post conversion repair event" not related to the conversion and bills Supra an additional \$80 - \$150 to resolve the problem. Supra has documented substantial numbers of such problems where Bellsouth has had to be dispatched 2, 3 and 4 times within 48-96 hours after a conversion to resolve a problem between the MDF and the NID, and yet Supra is billed for all such trouble resolutions separately at rates up to \$150 per occurrence.

7. A truck roll to the customer's premises. (100% of all orders)

24. In a UNE-P-to-UNE-L conversion there are two significantly different possible cost scenarios:

- a) loops served by copper wire or UDLC, and
- b) loops served by IDLC.

Because the costs associated with each scenario are different, Supra requests a separate rate be established for each. This way, Supra can choose to move less expensive loops to its network if it so desires, thereby being more cost-effective and more competitive.

25. BellSouth's claim that this Commission already established a rate for performing UNE-P to UNE-L conversions is disingenuous at best. The alleged cost study upon which BellSouth relies, was produced at a time when **no** CLEC was even receiving UNE-P, much less performing UNE-P to UNE-L conversions. There simply was no experience on UNE-P to UNE-L conversions – UNE-P simply did not exist at the time and therefore a rate was never addressed.

26. In further support of the proposition that BellSouth's self-imposed rate is absurdly high, this Commission need only look to the rates other PSCs have set for the identical activities to those requested in this Petition by Supra. For instance, on January 26, 2004, per order of the Pennsylvania Public Utility Commission in a post TRO proceeding order, Verizon Pennsylvania Inc., issued a tariff reducing its cut over charge to \$1.44, down from the \$3.28 charge contained in its tariff issued in April 2000.

ATTEMPTED NEGOTIATIONS

27. Supra has been attempting to resolve this issue since at least March 5, 2003, when BellSouth's intent to charge this unjustified rate was first revealed. After repeated attempts to

obtain the underlying cost studies which purportedly supported BellSouth's position, on June 16, 2003, Supra filed a Complaint at the Federal Communications Commission ("FCC") and made a request that the FCC consider this very issue on its accelerated docket. The request to place the issue on the accelerated docket was denied and BellSouth has explicitly refused to entertain any further negotiations on this matter with Supra. Significantly, before both the FCC and the United States Bankruptcy Court, Miami Division, BellSouth successfully argued that this matter should be heard by the FPSC, as opposed to either of those venues.

STATEMENT OF UNRESOLVED ISSUES

ISSUE 1

What non-recurring rate, if any, is BellSouth entitled to charge Supra under the ICA for a hot-cut from UNE-P to UNE-L, where the only lines being converted are those served by copper or UDLC, for

- (a) FPSC loop type A.1.1 (SL1 2-wire analog loop); and
- (b) FPSC loop type A.1.2 (SL2 2-wire analog loop).

The rates, if applicable, must be just, reasonable and non-discriminatory and must also be "based on the cost (determined without reference to a rate-of-return or other rate-based proceeding) of providing the interconnection [service]." See §252(d)(1)(A).

ISSUE 2

What non-recurring rate, if any, is BellSouth entitled to charge Supra under the ICA for a hot-cut from UNE-P to UNE-L, where the lines being converted are **not** those served by copper or UDLC,

- (a) FPSC loop type A.1.1 (SL1 2-wire analog loop); and
- (b) FPSC loop type A.1.2 (SL2 2-wire analog loop).

The rate, if applicable, must be just, reasonable and non-discriminatory and must also be "based on the cost (determined without reference to a rate-of-return or

other rate-based proceeding) of providing the interconnection [service].” See §252(d)(1)(A).

INTERIM RATE RELIEF REQUESTED
PENDING FINAL RESOLUTION

28. In addition to the requested relief above, Supra respectfully requests that this Commission grant Supra interim rate relief. This issue has an immediate impact on Supra’s ability to use its own facilities to serve its end-users, thereby creating cost-savings and a degree of certainty in light of the regulatory uncertainty shrouding this industry. Without an interim rate, Supra will be forced to continue the already 18-month delay in implementing its business plan to transition to a facilities-based provider.

COMMISSION AUTHORITY

29. The Commission has the authority to grant the interim rate relief utilizing its powers under Florida Statutes § 364.058,²⁴ and Florida Administrative Code §28-106.211 which states that the “presiding officer before whom a case is pending may issue orders necessary to effectuate discovery, to prevent delay, and to promote the just, speedy, and inexpensive determination of all aspects of the case, including bifurcating the proceeding.”

30. The administrative regulation allows the presiding officer to fashion discovery on an expedited basis and the statutory provision allows the Commission to set a two (2) hour hearing if the need arises to grant the interim relief.

31. Supra proposes that the Commission immediately order the parties to participate in a confidential mediation with the Commission staff within 30 days of any such order.

²⁴ Section 364.058, Florida Statutes, provides: “(1) Upon petition or its own motion, the commission may conduct a limited or expedited proceeding to consider and act upon any matter within its jurisdiction.”

32. Supra proposes that the Commission order that the parties be permitted to conduct discovery on an expedited basis. The parties should be ordered to respond to these Requests for Admission, interrogatories and production, within ten (10) days of receipt. Supra submits that mediation in this matter will be more productive if the answers to the admissions, as well as other discovery, are available at that time.

33. Supra proposes that the agreed upon mediated interim rate be submitted to the Commission for approval.

RATIONALE FOR RELIEF

34. After reviewing BellSouth's Commission-approved cost study relating to the retail-to-UNE-L cut-over process, Supra has identified various processes, with accompanying costs, that simply do not apply to the UNE-P to UNE-L hot-cut process.

35. On January 8, 2004, Supra submitted a letter to BellSouth outlining its position. A copy of this letter is hereby attached as **Confidential Exhibit B**.

36. As evidenced by this letter, based on BellSouth's own Commission-approved cost study and the activities Supra has identified in BellSouth's cost study as necessary for the UNE-P to UNE-L conversion process, the rate which BellSouth should properly be charging Supra should not exceed \$5.28. It is important to note that Supra did not modify any of the BellSouth stated and Commission-approved costs.

37. Supra believes that this rate is still high, in light of, *inter alia*, the \$1.44 cut over charge for Customer-Specified Signaling (2-wire) (the identical cut over that Supra is seeking) contained in Verizon Pennsylvania Inc.'s tariff issued January 26, 2004. A copy of the relevant portions is hereby attached as **Exhibit C**.

38. This \$1.44 charge reduces the previous charges of \$3.28 and \$12.25, depending on whether a premise visit is required, contained in Verizon Pennsylvania Inc.'s tariff effective May 12, 2001. A copy of the relevant portions is hereby attached as **Exhibit D**.

39. Supra submits that, given BellSouth's own documentation, a \$5.28 interim rate for non IDLC lines and \$5.38 for IDLC lines is appropriate pending a final determination on this issue.

REQUEST FOR RELIEF

WHEREFORE, Supra respectfully requests that the Commission:

- (1) Order an Expedited hearing in this docket to set a permanent rate;
- (2) Establish an interim rate;
- (3) Grant such other relief as deemed appropriate.

Respectfully submitted this 23rd day of June, 2004.

SUPRA TELECOMMUNICATIONS
AND INFORMATION SYSTEMS, INC.
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Miami, Florida 33133
Telephone: 305.476.4248
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By: 
BRIAN CHAIKEN

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA

In re:

SUPRA TELECOMMUNICATIONS &
INFORMATION SYSTEMS, INC.,

Chapter 11
Case No. 02-41250-BKC-RAM

Debtor.

**EMERGENCY MOTION OF BELL SOUTH TELECOMMUNICATIONS,
INC. FOR INTERIM RELIEF REGARDING OBLIGATION
TO PERFORM UNE-P TO UNE-L CONVERSIONS**

Compliance with Local Rule 9075-1
Basis for Exigency

At the June 18, 2003 hearing, the Court invited the filing of the instant Motion on an emergency basis to address BellSouth's obligations to incur substantial up-front non-recurring charges that were not dealt with in the Court's previous adequate assurance orders. In light of Supra's proffer at the June 18, 2003 hearing that it intends to place approximately 28,000 UNE-L orders in the near future, and the monetary scope of this issue (approximately \$1.66 million), BellSouth may suffer direct, immediate and substantial harm in the absence of the immediate resolution of this issue.

BellSouth Telecommunications, Inc. ("BellSouth"), by and through undersigned counsel, submits this *Emergency Motion of BellSouth Telecommunications, Inc. for Interim Relief Regarding Obligation to Perform UNE-P to UNE-L Conversions* (the "Motion"). In support of this Motion, BellSouth states:

1. On October 23, 2002 (the "Petition Date"), Supra Telecommunications & Information Systems, Inc. ("Supra"), filed its voluntary petition under Chapter 11, title 11 of the United States Code (the "Bankruptcy Code").¹

¹ For the sake of brevity, BellSouth will recite only those facts relevant to the instant Motion. A detailed recitation of the facts and procedural history of the parties' relationship and the litigation that preceded the filing of Supra's chapter 11 case is set forth in the Motion of BellSouth Telecommunications, Inc. for Abstention or, in the Alternative, to Dismiss Case (C.P. #19).

2. Supra continues to operate its business and manage its affairs as a debtor-in-possession pursuant to 11 U.S.C. §§ 1107 and 1108.

3. On November 13, 2002, this Court entered an *Order Determining Adequate Assurance for BellSouth under Section 366 of the Bankruptcy Code and Setting Further Hearing* (the "366 Order") (C.P. # 84), requiring Supra to make weekly adequate assurance payments to BellSouth for the continuation of post-petition utility service by BellSouth to Supra. The 366 Order set forth the formula (the "Formula") by which the adequate assurance number is calculated on a weekly basis. The Formula is as follows:

- 10,400 resale lines at \$400,000 per month
- (x) UNE lines at \$25/line = (y)
- (y) + 400,000 = (z)
- (z) / 30 x 7 = weekly adequate assurance payment

4. On November 26, 2003, this Court entered its *Preliminary Injunction* (C.P. # 26), which provided, among other things, that BellSouth will be entitled to seek an appropriate adjustment to the Formula to the extent collocation access results in additional charges.

5. On December 2, 2002, this Court entered its *Further Adequate Assurance Order* (i) *Providing Formula Adjustment Procedures*; (2) *Requiring Debtor to Provide Additional Financial Information*; and (3) *Preliminary Ruling* (the "Adequate Assurance Order") (C.P. # 138).

6. The Adequate Assurance Order approved and adopted the adequate assurance adjustment procedure described in paragraphs 9, 10, and 11 of BellSouth's adequate assurance proposals (the "Adjustment Procedures").² The Adjustment Procedures set forth in these paragraphs permits either party to send in writing a request to modify the Formula, along with an explanation of the request and an example of the modified formula. The other party shall have

² A true and correct copy of BellSouth's *Supplemental Adequate Assurance Proposals* is attached hereto as Exhibit "A."

10 calendar days to respond to the party making the request, and include in its response an explanation of its response. The parties shall then have 10 days to attempt to negotiate a resolution of the proposed modification. If after the 10 day negotiation period resolution cannot be reached, the requesting party may seek a determination from the Court by motion on at least 10 day notice.

7. On May 21, 2003, BellSouth issued written notice to Supra requesting an adjustment to the Formula to address the issue of Supra's ordering of UNE-Loops ("UNE-L").³ By ordering UNE-L, Supra is attempting to convert Supra customers from BellSouth switches to Supra switches. Such conversions will result in substantial up-front non-recurring charges that were not contemplated by the Court when it entered the 366 Order and the Adequate Assurance Order. Based on the significant costs involved and Supra's declining cash reserves, BellSouth submits that it is necessary for Supra to pay the non-recurring portion of any and all UNE-P to UNE-L conversions within one week following such conversions, as well as to adjust the Formula to reflect the recurring UNE-L costs. The need for adequate assurance is particularly acute in light of Supra's proffer at the June 18, 2003 hearing that it intends to place approximately 28,000 UNE-L orders in the near future.

8. BellSouth and Supra have reached an agreement as to the appropriate adjustment to the Formula regarding the recurring UNE-L costs, pursuant to which the recurring payments would depend on the particular SL1s provisioned.⁴ Added to the specific SL1 loop rate is \$.31 for special directory listings and \$.57 for Operator Services and Directory Assistance Services,

³ A true and correct copy of the May 21 Letter is attached hereto as Exhibit "B."

⁴ The prices charged by BellSouth for a loop varies according to whether it is located in zone 1 (generally high population density), zone 2 (medium population density) and zone 3 (low population density).

all of which are services that Supra currently purchases from BellSouth and that Supra has agreed it will continue to purchase with UNE-L.⁵ The formula is illustrated in the table below:

Line Count Numbers for Week Ending:		6/27/2003
Gains:	4000	
Losses:	3000	
Net gain:	1000	
Total Of Lines:	275000	
PAYMENT:		
10,400 DSL Lines		400,000.00
Remaining 255000	UNE P Lines @ \$25 each:	6,375,000.00
2500 SL1 (zone 1)	Lines @ \$11.60 each	28,994.00
6000 SL1 (zone 2)	Lines @ \$16.11 each	96,645.60
500 SL1 (zone 3)	Lines @ \$27.88 each	13,938.80
Total Monthly		6,914,578.40
Daily (Monthly / 30)		230,485.95
Weekly (Daily * 7):		1,613,401.63
Total Payment for Week		1,613,401.63

However, the parties are unable to reach an agreement regarding the non-recurring cost associated with effectuating such conversions.

9. In its May 29 Letter, Supra objects to the amount of BellSouth's non-recurring charge for converting an SL1 Loop (\$51.09).⁶ The May 29 letter states that there is no support for the \$51.09 rate in the parties' interconnection agreement dated July 15, 2002 (the "Present Agreement") or any relevant FPSC order, and that such conversion should in fact cost less than \$1 per loop.

⁵ Supra has requested that BellSouth provide voice mail service to Supra when a line is converted from UNE-P to UNE-L. BellSouth is still researching this request. If BellSouth elects to offer such service, the monthly recurring cost for each loop will need to be adjusted accordingly.

⁶ BellSouth's May 21 Letter inadvertently failed to include the \$8.22 cross-connect charge.

10. CLECs have been ordering UNE-L from BellSouth for several years. BellSouth developed a process to convert lines from its switches to CLEC switches through extensive negotiations with AT&T and other CLECs. This "hot cut" process has been used and continues to be used to provision CLEC orders for stand-alone loops.

11. The public service commissions in BellSouth's region, including the FPSC, have considered this process in extensive administrative litigation concerning UNE costs, BellSouth's applications to provide in-region long distance services and other dockets. In fact, the Florida PSC in its UNE cost docket adopted the rates for the components of BellSouth's hot cut process initially in its May 25, 2001 order in Docket No. 990649-TP, and later revised the rates in its October 18, 2001 order on motions for reconsideration of its May 2001 order. It later reaffirmed these rates in its September 27, 2002 order in Docket No. 990649A-TP, where it established new recurring rates for loops. These rates are incorporated in the Present Agreement and are the rates that BellSouth seeks to collect from Supra for the conversions in question. Moreover, the cost studies filed by BellSouth and approved by the FPSC reflect the rates to convert UNE-P loops to UNE-L. There can be no doubt that Supra must pay for the cost of converting Supra's customers to its switching facilities. BellSouth believes that its conversion process, which has been accepted by all CLECs (until now) and all PSCs, is the proper method of implementing Supra's conversions. Against this background, BellSouth has asserted that Supra is required to pay the approximately \$58 in charges for each hot cut.

12. BellSouth agrees that the terms of the Agreement do not explicitly reference a conversion process from the Port/Loop Combination Service (i.e., UNE-P) Supra currently uses to the separate 2-Wire Analog Voice Grade Loop Service (i.e., UNE-L) Supra now seeks to use.⁷

⁷ The fact that the Present Agreement is silent on this specific conversion is not unusual, as all the other interconnection agreements between BellSouth and other CLECs similarly do not address this issue. Evidently, all other CLECs understand that the FPSC rates would apply and thus have not disputed the charges.

BellSouth believes that the process and rates detailed in the Present Agreement for conversion of BellSouth's retail service to UNE-L should be applied to UNE-P to UNE-L conversions because UNE-P is, for the several functions involved in conversion to UNE-L, the functional equivalent of BellSouth's retail service. BellSouth has been, and continues to be, ready to convert service consistent with the contractual processes if it has adequate assurance that the applicable rates will be paid.

13. Based on the entire record of Supra letters to BellSouth and its argument to the Court, it is unclear to BellSouth whether Supra seeks to use the conversion process and rates of the Present Agreement, or whether Supra prefers a new conversion process separate from the Present Agreement. If Supra seeks a new process, BellSouth stands ready to negotiate its rates, terms, and conditions consistent with its incumbent local exchange company obligations.⁸

14. If Supra, however, desires to proceed under the Present Agreement, it should, as a debtor and debtor-in-possession, provide adequate assurance of payment, particularly in light of its declining cash flow. As a certificated CLEC, it should pay the same price for the establishment of UNE-L service that scores of other BellSouth Region CLECs pay. In Florida, those rates are: (i) Service Order: pursuant to Attachment 2, Exhibit A to the Present Agreement, the charge for submitting an electronic service order is \$1.52 per order;⁹ (ii) Service Provisioning: pursuant to Attachment 2, Exhibit A to the Present Agreement, the charge for

⁸ The Interconnection Agreement between BellSouth and Supra provides a process for the addition of services and elements or processes not included in the Agreement at the time of execution. Attachment 10 of the Agreement sets for the Bona Fide Request/New Business Request Process. The process contemplates Supra submitting to BellSouth its request, BellSouth processing that request pursuant to certain timeframes and then culminating in an amendment to the Agreement.

⁹ The \$1.52 service order charge is inadvertently identified in the box above its proper location; however, BellSouth believes that this amount is not disputed. A true and correct copy of Attachment 2, Exhibit A, Page 142 is attached hereto as Exhibit "C."

provisioning a SL1 loop is \$49.57;¹⁰ and (iii) Cross-Connect: pursuant to Attachment 2, Exhibit A to the Present Agreement, the charge for to cross-connect a 2-wire loop is \$8.22.¹¹ Accordingly, the total charge for converting to UNE-L is \$59.31.

15. Supra has elected to take its dispute regarding the applicable rate to the FCC. BellSouth believes the Florida Public Service Commission is the correct forum for the issues Supra is now raising. Regardless, it is apparent that one or the other regulatory agency will resolve the underlying substantive dispute. Neither agency, however, can currently provide BellSouth with the appropriate adequate assurances of payment -- only this Court **can**. The existing formula simply does not contemplate the Supra's incurring an additional \$1.66M (28,000 lines x \$59.31) in conversion charges. Accordingly, the Court should adopt the adequate assurance proposal that is set forth in detail below.

16. By this Motion, BellSouth requests that this Court adopt the following procedure with respect to all UNE-P to UNE-L conversions. In its weekly line count report to Supra, which is delivered to Supra every Tuesday under the present adequate assurance procedures, BellSouth will report the number of UNE-L conversions completed during the prior week, and shall calculate the total weekly payment due to BellSouth, including the amounts due for completed conversions, based on the rates set forth in paragraphs 8 and 14. Supra shall have until Thursday (of the same week) to remit payment to BellSouth, as it does under the current adequate assurance mechanism. If the FCC, or any other regulatory agency, ultimately determines that the appropriate rate for effectuating a UNE-P to UNE-L conversion is less than \$59.31, BellSouth will issue Supra a credit to be applied against future conversions. Likewise, if

¹⁰ A true and correct copy of Attachment 2, Exhibit A, Page 142 is attached hereto as Exhibit "D."

¹¹ A true and correct copy of Attachment 4, Exhibit A, Page 350 is attached hereto as Exhibit "E."

the FCC, or any other regulatory agency, ultimately determines that the conversion rate is higher than \$59.31, Supra shall immediately remit payment to BellSouth for all completed conversions.

17. BellSouth has made a bona fide effort to resolve this matter without the necessity of a hearing.

WHEREFORE, BellSouth respectfully requests this Court enter an Order:

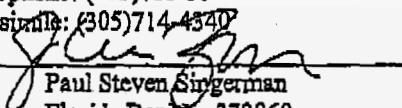
- A. Granting the Motion;
- B. Modifying the Formula in the manner specified above; and
- C. Granting such other and further relief as may be just and proper.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the *foregoing* was served via hand delivery on Michael Budwick, Esq., 200 S. Biscayne Blvd., 30th Floor, Miami, FL 33131; the Office of the U.S. Trustee, 51 Southwest First Avenue, Room 1204, Miami, FL 33130; Robert Charbonneau, Esq., Kluger Peretz Kaplan & Berlin, P.A., Miami Center, 17th Floor, 201 South Biscayne Blvd., Miami, FL 33131; Kevin S. Neiman, Esq., 550 Brickell Avenue, PH2, Miami, FL 33131; and by first class mail, postage prepaid, without exhibits, to all other parties on the attached Master Service List this 23 day of June, 2003.

I HEREBY CERTIFY that I am admitted to the Bar of the United States District Court for the Southern District of Florida and that I am in compliance with all additional qualifications to practice before this Court as set forth in Local Rule 2090-1(A).
Respectfully submitted,

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DOCKET NO. 040301-TP

**FIRST AMENDED PETITION OF SUPRA
TELECOMMUNICATIONS AND INFORMATION
SYSTEMS, INC., FOR ARBITRATION
WITH BELLSOUTH TELECOMMUNICATIONS, INC.**

EXHIBIT - B

CONFIDENTIAL

UNBUNDLED SERVICES

C. RATES (Cont'd)

1. Unbundled Loop (Cont'd)

	Rate		
	Recurring	Nonrecurring	
<u>c. Customer-Specified Signaling (2-Wire)</u>			
Service Order Processing Charge.....		\$ 0.00(D)	(C)
Installation Charge, no premises visit (initial and each additional loop).....		1.44	
Installation Charge, premises visit required (initial loop).....		1.44	
Installation Charge, premises visit required (each additional loop).....		1.44	
Disconnect, per loop.....		1.30	
Coordinated Cutover, per order, no premises visit.....		1.49	
Coordinated Cutover, per order, premises visit.		1.49	
CSS Design, per order.....		0.00	
Density Cell, per loop, per month			
Cell 1.....	\$ 14.28(I)		
Cell 2.....	17.14		
Cell 3.....	20.43		
Cell 4.....	29.65		
<u>d. Customer-Specified Signaling (4-Wire)</u>			
Service Order Processing Charge.....		0.00(D)	
Installation Charge, no premises visit (initial and each additional loop).....		9.96(I)	
Installation Charge, premises visit required (initial loop).....		9.96(D)	
Installation Charge, premises visit required (each additional loop).....		9.96	
Disconnect, per loop.....		8.01(I)	
Coordinated Cutover, per order, no premises visit		19.73	
Coordinated Cutover, per order, premises visit.		19.73	
CSS Design, per order.....		0.00(D)	
Density Cell, per loop, per month			
Cell 1.....	32.73(I)		
Cell 2.....	38.56		
Cell 3.....	45.09		
Cell 4.....	62.74		

ISSUED JANUARY 26, 2004

EFFECTIVE MARCH 26, 2004

In compliance with the Order of the Pennsylvania Public Utility C
entered December 11, 2003 in Docket No. R-00016683

EXHIBIT - C

UNBUNDLED SERVICES

C. RATES

1. Unbundled Loop

(NOTE: Installation charges not applicable if existing loop and port UNEs are ordered together.)

	Rate	
	Recurring	Nonrecurring
a. <u>POTS (Analog 2-Wire)</u>		
Service Order Processing Charge.....		\$ 1.06
Installation Charge, no premises visit (initial and each additional loop).....		3.01
Installation Charge, premises visit required... (initial loop).....		67.66
Installation Charge, premises visit required (each additional loop).....		22.86
Disconnect, per loop.....		1.34
Density Cell, per loop, per month		
Cell 1.....	\$10.25	
Cell 2.....	11.00	
Cell 3.....	14.00	
Cell 4.....	16.75	
b. <u>ISDN</u>		
Service Order Processing Charge.....		1.06
Installation Charge, no premises visit (initial and each additional loop).....		13.06
Installation Charge, premises visit required (initial loop).....		77.71
Installation Charge, premises visit required (each additional loop).....		32.91
Disconnect, per loop.....		1.34
Density Cell, per loop, per month		
Cell 1.....	11.71	
Cell 2.....	12.42	
Cell 3.....	15.42	
Cell 4.....	18.73	
c. <u>Customer-specified Signaling (2-Wire)</u>		
Service Order Processing Charge.....		1.06
Installation Charge, no premises visit (initial and each additional loop).....		3.01
Installation Charge, premises visit required (initial loop).....		67.66
Installation Charge, premises visit required (each additional loop).....		22.86
Disconnect, per loop.....		1.34
Coordinated Cutover, per order, no premises visit.....		3.28

(R)

ISSUED MAY 11, 2001

EFFECTIVE MAY 12, 2001

In compliance with the Order of the Pennsylvania Public Utility Commission of
September 30, 1999 in Docket Nos. P-991648 and P-991649.

UNBUNDLED SERVICES

C. RATES (Cont'd)

1. Unbundled Loop (Cont'd)

c. Customer-specified Signaling (2-Wire) (Cont'd)

	<u>Rate</u>		
	<u>Recurring</u>	<u>Nonrecurring</u>	
Coordinated Cutover, per order, premises visit.		\$12.25	
CSS Design, per order.....		41.42	
Density Cell, per loop, per month			
Cell 1.....	\$ 10.25		
Cell 2.....	11.00		
Cell 3.....	14.00		
Cell 4.....	16.75		(R)

d. Customer-specified Signaling (4-Wire)

Service Order Processing Charge.....		1.06	
Installation Charge, no premises visit (initial and each additional loop).....		3.01	
Installation Charge, premises visit required (initial loop).....		67.66	
Installation Charge, premises visit required (each additional loop).....		22.86	
Disconnect, per loop.....		1.34	
Coordinated Cutover, per order, no premises visit		3.28	
Coordinated Cutover, per order, premises visit.		12.25	
CSS Design, per order.....		41.42	
Density Cell, per loop, per month			
Cell 1.....	19.93		
Cell 2.....	22.81		
Cell 3.....	28.69		
Cell 4.....	34.43		

e. DSL

Service Order Processing Charge.....		1.06	
Installation Charge, no premises visit (initial and each additional loop).....		3.01	
Installation Charge, premises visit required (initial loop).....		67.66	
Installation Charge, premises visit required (each additional loop).....		22.86	
Disconnect, per loop.....		1.34	
Coordinated Cutover, per order, no premises visit		3.28	
Coordinated Cutover, per order, premises visit.		12.25	
CSS Design, per order.....		41.42	
Density Cell, per loop, per month			
Cell 1.....	117.90		
Cell 2.....	120.62		
Cell 3.....	146.42		
Cell 4.....	191.17		

ISSUED MAY 11, 2001

EFFECTIVE MAY 12, 2001

In compliance with the Order of the Pennsylvania Public Utility Commission of
September 30, 1999 in Docket Nos. P-991648 and P-991649.