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BELLSOUTH TELECOMMUNICATIONS, INC.

DIRECT TESTIMONY OF JOHN A. RUSCILLI

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 000731-TP

NOVEMBER 15, 2000

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

A. My name is John A. Ruscilli. I am employed by BellSouth as Senior Director for State Regulatory for the nine-state BellSouth region. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375.

Q. PLEASE PROVIDE A BRIEF DESCRIPTION OF YOUR BACKGROUND AND EXPERIENCE.

A. I attended the University of Alabama in Birmingham where I earned a Bachelor of Science Degree in 1979 and a Master of Business Administration in 1982. After graduation I began employment with South Central Bell as an Account Executive in Marketing, transferring to AT&T in 1983. I joined BellSouth in late 1984 as an analyst in Market Research, and in late 1985 moved into the Pricing and Economics organization with various responsibilities for business case analysis, tariffing, demand analysis and price regulation. I served as a subject matter expert on ISDN tariffing in various

commission and public service commission ("PSC") staff meetings in Tennessee, Florida, North Carolina and Georgia. I later moved into the State Regulatory and External Affairs organization with responsibility for implementing both state price regulation requirements and the provisions of the Telecommunications Act of 1996, through arbitration and 271 hearing support. In July 1997, I became Director of Regulatory and Legislative Affairs for BellSouth Long Distance, Inc., with responsibilities that included obtaining the necessary certificates of public convenience and necessity, testifying, Federal Communications Commission ("FCC") and PSC support, federal and state compliance reporting and tariffing for all 50 states and the FCC. I assumed my current position in July 2000.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my testimony is to present BellSouth's position on numerous issues raised by AT&T Communications of the Southern States, Inc. and TCG South Florida (collectively "AT&T") in its Petition for Arbitration filed with the Florida Public Service Commission ("Commission") on June 16, 2000. BellSouth witnesses Ms. Daonne Caldwell, Mr. Keith Milner and Mr. Ron Pate will also file direct testimony in this case. In my testimony, I respond to the following issues as contained in the Commission's Order Establishing Procedure dated September 13, 2000: 4-12, 16, 22, 23, 27, 33 and 34.

Issue 1: Should calls to Internet service providers be treated as local traffic for the purposes of reciprocal compensation? (Attachment 3, Section 6.1.2)

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. Reciprocal compensation should not apply to Internet Service Provider ("ISP")-bound traffic. Based on the 1996 Act and the FCC's Local Competition Order, reciprocal compensation obligations under Section 251(b)(5) only apply to local traffic. ISP-bound traffic constitutes access service, which is clearly subject to interstate jurisdiction and is not local traffic. BellSouth recognizes that the Commission has previously ruled in the ITC^DeltaCom, Intermedia and ICG arbitration proceedings that the parties should continue to operate under the terms of the current agreements until the FCC issues its final ruling on the issue of ISP-bound traffic. In this arbitration proceeding, and on an interim basis, BellSouth is willing to follow this same approach until the FCC establishes final rules concerning ISP-bound traffic. Once a permanent inter-carrier compensation mechanism is established, the parties would engage in a retroactive true-up based upon the established mechanism. By adopting this position, BellSouth does not intend to waive its right to seek judicial review on this issue, should that become necessary for any reason.

Issue 4: What does "currently combines" mean as that phrase is used in 47 C.F.R. § 51.315(b)? (UNEs Attachment 2, Section 2.7.1)

Issue 5: Should BellSouth be permitted to charge AT&T a "glue charge" when BellSouth combines network elements?

Q. PLEASE BRIEFLY EXPLAIN THESE ISSUES.

A. These issues simply address whether BellSouth is obligated to combine unbundled network elements ("UNEs") for Alternate Local Exchange Carriers ("ALECs") when the elements are not already combined in BellSouth's network.

Q. WHAT DID THE EIGHTH CIRCUIT COURT OF APPEALS ("EIGHTH CIRCUIT") RULE REGARDING THIS ISSUE?

A. On July 18, 2000, the Eighth Circuit held that an ILEC is not obligated to combine UNEs, and it reaffirmed that the FCC's Rules 51.315(c)-(f) remain vacated. Specifically, referring to Section 251(c)(3) of the Act that requires Incumbent Local Exchange Carriers ("ILECs") to provide UNEs in a manner that allows requesting carriers to combine such elements in order to provide telecommunications services, the Eighth Circuit stated: "[h]ere Congress has directly spoken on the issue of who shall combine previously uncombined network elements. It is the requesting carriers who shall 'combine such elements.' It is not the duty of the ILECs to 'perform the functions necessary

to combine unbundled network elements in any manner' as required by the FCC's rule."

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. BellSouth's position is that it will provide combinations to AT&T at cost-based prices if the elements are, in fact, combined and providing service to a particular customer at a particular location. That is, BellSouth will make combinations of UNEs available to AT&T consistent with BellSouth's obligations under the 1996 Act and applicable FCC rules. In light of the Eighth Circuit's ruling, BellSouth requests the Commission find that BellSouth is not obligated to combine UNEs that are not already physically combined.

Q. WHAT IS AT&T'S POSITION ON THIS ISSUE?

A. Apparently, AT&T continues to believe that "currently combined" and "currently combines" mean that if BellSouth combines the requested UNEs anywhere in its network, BellSouth has to produce the same combination of UNEs whenever and wherever AT&T demands.

Q. WHAT IS THE BASIS FOR BELLSOUTH'S POSITION?

A. As a general matter, it is neither sound public policy nor an obligation of BellSouth to combine UNEs. In the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking, FCC 99-238, released November 5,

1999 ("UNE Remand Order"), the FCC confirmed that ILECs presently have no obligation to combine network elements for ALECs when those elements are not currently combined in BellSouth's network. The FCC rules, Section 51.315(c)-(f), that purported to require incumbent LECs to combine unbundled network elements were vacated by the Eighth Circuit, and those rules were neither appealed to nor reinstated by the Supreme Court. On July 18, 2000, the Eighth Circuit reaffirmed its ruling that FCC Rules 51.315(c)-(f) are vacated.

Q. HOW DID THE FCC ADDRESS BELLSOUTH'S OBLIGATON TO COMBINE UNES IN ITS UNE REMAND ORDER?

A. The FCC concluded that BellSouth has no obligation to combine UNEs. As the FCC made clear, Rule 51.315(b) applies to elements that are "in fact" combined, stating that "[t]o the extent an unbundled loop is in fact connected to unbundled dedicated transport, the statute and our rule 51.315(b) require the incumbent to provide such elements to requesting carriers in combined form." (¶ 480, emphasis added) The FCC declined to adopt a definition of "currently combines," as AT&T proposes in this case, that would include all elements "ordinarily combined" in the incumbent's network. *Id.* (declining to "interpret rule 51.315(b) as requiring incumbents to combine unbundled network elements that are 'ordinarily combined'...") It is nonsensical to suggest that the FCC meant for its Rule 51.315(b) to cover anything other than specific pre-existing combinations of elements for a customer when the FCC's orders specifically state that ILECs are not required to combine elements. As

previously discussed, the Eighth Circuit has reaffirmed that BellSouth has no such obligation.

Q. WHY IS IT GENERALLY NOT IN THE PUBLIC INTEREST TO REQUIRE BELLSOUTH TO COMBINE UNEs?

A. First, requiring BellSouth to combine UNEs does not benefit consumers as a general matter, and would unnecessarily reduce the overall degree of competition in the market. Congress established several means to introduce competition, namely, resale, unbundling and facilities constructed by new entrants. The requirements of the Act attempt to balance these three entry methods such that firms use the most efficient method. However, the greatest benefits occur when firms build their own facilities. Expanding BellSouth's obligations beyond the Act's requirements would upset the balance intended by the Act. This is not just BellSouth's view – Justice Breyer of the Supreme Court agrees. As Justice Breyer points out in his opinion concurring in the Supreme Court's vacating of the FCC's unbundling rules:

> [i]ncreased sharing (unbundling) by itself does not automatically mean increased competition. It is in the unshared, not in the shared, portions of the enterprise that meaningful competition would likely emerge. Rules that force every firm to share every resource or element of a business would create, not competition, but pervasive regulation, for the regulators, not the marketplace, would set the relevant terms.

> The upshot, in my view, is that the statute's unbundling requirements, read in light of the Act's basic purposes, require balance. Regulatory rules that go too far, expanding the definition of what must be shared beyond that which is essential to that which merely proves advantageous to a single competitor, risk costs that, in terms of the Act's objectives, may make the game not worth the candle. (142 L. Ed. 2d 834, 880)

Second, requiring BellSouth to combine UNEs at cost-based prices, particularly at Total Element Long Run Incremental Cost ("TELRIC")-based prices, reduces BellSouth's incentive to invest in new capabilities. TELRIC-based prices do not cover the actual cost of the elements, let alone do such prices represent a fair price in the market place. Again, Justice Breyer agrees, as evidenced by his observation that

> [n]or can one guarantee that firms will undertake the investment necessary to produce complex technological innovations knowing that any competitive advantage deriving from those innovations will be dissipated by the sharing requirement. The more complex the facilities, the more central their relation to the firm's managerial responsibilities, the more extensive the sharing demanded, the more likely these costs will become serious. (142 L. Ed. 2d 834, 879)

Finally, requiring BellSouth to combine elements where such combinations do not, in fact, exist is inconsistent with the Act's basic purpose, which is to

introduce competition into the local market. The intent was not to subsidize competitors where ALECs have reasonable alternatives to BellSouth combining UNEs. ALECs can combine the UNEs themselves in collocation spaces, use the assembly room option, use the assembly point option, or build their own facilities. Utilizing collocation to combine UNEs, the cost to the ALEC is just a few cents a month per combination. This view is also supported in Justice Breyer's opinion:

> [i]n particular, I believe that, given the Act's basic purpose, it requires a convincing explanation of why facilities should be shared (or 'unbundled') where a new entrant could compete effectively without the facility, or where practical alternatives to that facility are available. (142 L. Ed. 2d 834, 879)

Clearly, expanding BellSouth's obligation to include combining UNEs does not benefit consumers. Such action only provides an unwarranted subsidy to ALECs, removes incentives for BellSouth to invest in its network, and discourages ALECs from building their own networks.

Q. CAN AT&T STILL COMPETE VIGOROUSLY FOR LOCAL SERVICE WITHOUT HAVING BELLSOUTH COMBINE UNES AT COST-BASED PRICES?

A. They certainly can. There are over 6 million lines in service provided by BellSouth in Florida today. Each of those lines consists of existing combined

facilities that AT&T can, in fact, purchase from BellSouth at cost-based rates. In addition, AT&T has several means to serve both new and existing customers, other than by having BellSouth combine UNEs. Any argument that AT&T cannot compete because BellSouth won't put UNEs together just doesn't make sense.

Q. SPECIFICALLY REFERENCING ISSUE 5, WHAT IS BELLSOUTH'S POSITION REGARDING WHETHER A "GLUE CHARGE" SHOULD APPLY WHEN BELLSOUTH COMBINES UNES?

A. First, I need to explain what a "glue charge" is. Where BellSouth agrees to physically combine UNEs for an ALEC, the prices for such combinations will be market-based. AT&T contends that the Commission should order BellSouth to combine UNEs at cost-based prices. The difference between market-based and cost-based prices is referred to as a "glue charge" in this issue. The "glue charge" is not necessarily a separate charge; it is simply the difference in prices described above. As I have explained, BellSouth is not obligated to combine UNEs; therefore, the prices for this function are not subject to the cost-based pricing requirements of the Act. Consequently, BellSouth is permitted to include a "glue charge" in its prices for combining UNEs.

There is one exception to BellSouth's general position of requiring market-based prices to combine UNEs. BellSouth has elected to be exempted from providing access to unbundled local switching to serve customers with four or

more lines in Density Zone 1 of the Miami, Orlando and Ft. Lauderdale MSAs. To avail itself of this exemption, the FCC requires BellSouth to combine loop and transport UNEs (also known as the "Enhanced Extended Link" or "EEL") in the geographic area where the exemption applies. The FCC also requires that such combinations be provided at cost-based rates. BellSouth will physically combine loop and transport UNEs at FCC mandated cost-based prices as required in the FCC's UNE Remand Order in order to have the exemption from providing local circuit switching.

Beyond this limited exception dictated by the FCC, BellSouth is under no obligation to physically combine network elements, where such elements are not in fact combined. Nevertheless, BellSouth is willing to negotiate rates for combining UNEs; however, such negotiations are outside of a Section 251 arbitration, and the rates for this service are not subject to the pricing standards in Section 252 of the Act.

Q. HAS BELLSOUTH REACHED AGREEMENT WITH ANY ALECS CONCERNING THE CONDITIONS UNDER WHICH BELLSOUTH WILL COMBINE UNES?

A. Yes. Certain ALECs have requested that BellSouth provide the service of combining elements on the ALECs' behalf. These ALECs have entered into amendments to their interconnection agreements with BellSouth. The rates these ALECs pay for new combinations are market-based and appropriately compensate BellSouth for the service it is providing.

Q. WHAT DOES BELLSOUTH REQUEST OF THIS COMMISSION?

A. BellSouth requests this Commission find that BellSouth is obligated to provide combinations to ALECs only where such combinations currently, in fact, exist and are providing service to a particular customer at a particular location. Nothing further is required or should be required of BellSouth in this regard.

Issue 6: Under what rates, terms, and conditions may AT&T purchase network elements or combinations to replace services currently purchased from BellSouth's tariffs? (UNEs, Attachment 2, Section 2.11)

Q. PLEASE BRIEFLY EXPLAIN THIS ISSUE.

A. This issue involved the rates, terms and conditions that should govern the conversion of special access services and other services to unbundled network elements. All aspects of this issue have been resolved except for the following three areas:

1) Costs/Prices for converting other (non-special access) services to UNEs;
2) The application of termination liability charges to services converted to UNEs; and
3) The process for submitting requests for conversions.

I will address the pricing aspects of items 1 and 2 in my testimony, and

BellSouth witness Mr. Ron Pate will address item 3 in his testimony.

Q. WHAT RATES DOES BELLSOUTH PROPOSE TO CHARGE AT&T FOR CONVERTING TARIFFED SERVICES TO UNEs?

A. The prices that BellSouth proposes be included in the new interconnection agreement between the parties are those contained in Exhibit JAR-1 attached to my testimony. Exhibit JAR-1 contains prices for services that are being "switched-as-is," which would be the situation when a tariffed service is being converted to UNEs. For additional explanation of the rates that BellSouth proposes, please refer to my testimony regarding Issue 34.

Q. WHAT LANGUAGE HAS BELLSOUTH PROPOSED TO AT&T REGARDING THIS ISSUE?

A. The contract language that BellSouth proposed to AT&T for conversion of tariffed services to UNEs is attached to my testimony as Exhibit JAR-2.

Q. WHAT IS BELLSOUTH'S POSITION REGARDING THE APPLICATION OF TERMINATION LIABILITY CHARGES AND VOLUME AND TERM DISCOUNTS WHEN SERVICES ARE CONVERTED TO UNES?

A. Whether the end user is currently purchasing service on a month-to-month (non-contractual) basis or under a volume and term or other contractual basis, BellSouth will convert such service to the appropriate pre-existing combination

of UNEs upon request by AT&T at the rates in the agreement for the UNEs. However, if the end user is currently under a contractual agreement with BellSouth, then the terms of the retail agreement or contract that are applicable to early termination, including payment of early termination liabilities, must be satisfied. When AT&T becomes the end user's retail service provider for the services previously provided under a contract with BellSouth, the end user has clearly terminated that portion of the contract with BellSouth.

An end user who is under contract generally pays lower rates than he would pay if he were not under contract. One purpose of termination liabilities is to ensure that the service provider receives a fair price for the service in the event the customer terminates the contract early. Therefore, if a contract is terminated early, it is appropriate for BellSouth to receive payment of the early termination charges.

Q. WHAT DOES BELLSOUTH REQUEST OF THIS COMMISSION?

A. BellSouth requests this Commission find that BellSouth's proposed rates for converting services to UNEs, as reflected in Exhibit JAR-1 and BellSouth's proposed contract language, as reflected in Exhibit JAR-2, are appropriate.

Issue 7: How should AT&T and BellSouth interconnect their networks in order to originate and complete calls to end-users? (Local Interconnection, Attachment 3)

Q. WHAT IS THE ESSENCE OF THE DISPUTE BETWEEN THE PARTIES ON THIS ISSUE?

A. The issue is pretty simple. BellSouth has a local network in each of the local calling areas it serves in Florida. BellSouth may have 10, 20 or even more such local networks in a given LATA. Nevertheless, AT&T wants to physically interconnect its network with BellSouth's "network" in each LATA at a single point, or perhaps two points. This approach simply ignores that there is not one BellSouth "network" but a host of networks that are generally all interconnected. Importantly, BellSouth does not object to AT&T designating a single Point of Interconnection at a point in a LATA on one of BellSouth's "networks" for traffic that AT&T's end users originate. Further, BellSouth does not object to AT&T using the interconnecting facilities between BellSouth's "networks" to have local calls delivered or collected throughout the LATA. What BellSouth does want, and this is the real issue, is for AT&T to be financially responsible when it uses BellSouth's network in lieu of building its own network to deliver or collect these local calls.

AT&T, to contrast its position with BellSouth's, expects BellSouth to collect local traffic bound for AT&T's end users in each of BellSouth's numerous local calling areas in the LATA, and AT&T expects BellSouth to be financially responsible for delivering, to a single point (or, at most, to two points) in each

LATA, local calls that are destined for AT&T's local customers within the same local calling area where the call originated. I should point out that AT&T has said that, for network security reasons, AT&T may establish a second point of interconnection in a LATA. However, whether or not that point is ever established, AT&T maintains that the location of the point is solely at AT&T's discretion. Indeed, AT&T has only committed to establish a single point of interconnection in each LATA. BellSouth agrees that AT&T can choose to interconnect with BellSouth's network at any technically feasible point in the LATA. However, BellSouth does not agree that AT&T can impose upon BellSouth the financial burden of delivering BellSouth's originating local traffic to that single point. If AT&T wants local calls completed between BellSouth's customers and AT&T's customers using this single Point of Interconnection, that is fine, provided that AT&T is financially responsible for the additional costs AT&T causes.

Q. DOES BELLSOUTH'S POSITION MEAN THAT AT&T HAS TO BUILD A NETWORK TO EVERY LOCAL CALLING AREA, OR OTHERWISE HAVE A POINT OF INTERCONNECTION WITH BELLSOUTH'S LOCAL NETWORK IN EVERY LOCAL CALLING AREA?

A. No. AT&T can build out its network that way if it chooses, but it is not required to do so. AT&T can lease facilities from BellSouth or any other provider to bridge the gap between its network (that is, where it designates its Point of Interconnection) and each BellSouth local calling area. BellSouth will be financially responsible for transporting BellSouth's originating traffic to a

single point in each local calling area. However, BellSouth is not obligated to haul AT&T's local traffic to a distant point dictated by AT&T.

Q. WHAT IS A POINT OF INTERCONNECTION?

A. The term "Point of Interconnection" describes the point(s) where BellSouth's and AT&T's networks physically connect. In its First Report and Order, at paragraph 176, the FCC defined the term "interconnection" by stating that:

> We conclude that the term "interconnection" under section 251(c)(2) refers only to the physical linking of two networks for the mutual exchange of traffic.

Therefore, the Point of Interconnection is simply the place, or places, on BellSouth's network where that physical linking of AT&T's and BellSouth's networks takes place. Simply put, the Point of Interconnection is the place where facilities that AT&T owns (or leases) connect to facilities owned by BellSouth.

On the other hand, the term "interconnection point" is used by AT&T and BellSouth to define the place where financial responsibility for a call changes from one carrier to the other. The "Point of Interconnection" and the "interconnection point" can be at the exact same physical point, or they can be at different points.

Q. IF AT&T CAN INTERCONNECT WITH BELLSOUTH'S NETWORK AT ANY TECHNICALLY FEASIBLE POINT, WHY IS THIS AN ISSUE?

A. Recall that what we are talking about here is the interconnection of "local networks." AT&T's network deployment is significantly different from BellSouth's, which is the main reason that this issue exists between the parties. BellSouth has a number of distinct networks. For example, BellSouth has local networks, long distance networks, packet networks, signaling networks, E911 networks, etc. Each of these networks is designed to provide a particular service or group of services. With regard to "local networks," BellSouth, in any given LATA, has several such local networks, usually interconnected by BellSouth's long distance network. For instance, in the Jacksonville LATA, BellSouth has local networks in Jacksonville, Lake City, St. Augustine and Pomona Park, as well as several other locations. Customers who want local service in a particular local calling area must be connected to the local network that serves that local calling area. For example, a BellSouth customer who connects to the Jacksonville local network will not receive local service in the Lake City local calling area because Lake City is not in the Jacksonville local calling area. Likewise, an ALEC who wants to connect with BellSouth to provide local service in Lake City has to connect to BellSouth's local network that serves the Lake City local calling area. BellSouth's local calling areas, I would add, have been defined and set out over the years either by this Commission or by BellSouth with the approval of this Commission.

When AT&T has a single switch in a LATA, then, by definition, that switch is located in a single BellSouth local calling area, for example, the Jacksonville local calling area, if that is where the switch is located. When a BellSouth local customer in Jacksonville wants to call an AT&T local customer in Jacksonville, BellSouth delivers the call to the appropriate point of interconnection between BellSouth's network and AT&T's network in Jacksonville. This network configuration is illustrated on Page 1 of Exhibit JAR-3 attached to my testimony. BellSouth would be financially responsible for taking a call from one of its subscribers located in the Jacksonville local calling area and delivering it to another point in the Jacksonville local calling area, the AT&T Point of Interconnection. This scenario is not a problem.

The problem arises when a BellSouth customer located in a distant local calling area from AT&T's Point of Interconnection wants to call his next-door neighbor who happens to be an AT&T local subscriber. For example, consider that a BellSouth customer in Lake City that wants to call an AT&T customer in Lake City picks up his or her telephone and draws dial tone from BellSouth's Lake City switch. The BellSouth customer then dials the AT&T customer. The call has to be routed from Lake City to AT&T's Point of Interconnection in the Jacksonville LATA, which, in my example, is in Jacksonville. AT&T then carries the call to its switch in Jacksonville and connects to the long loop serving AT&T's customer in Lake City. This call routing is shown on Page 2 of Exhibit JAR-3. The issue here involves who is financially responsible for the facilities that are used to haul calls back and forth between AT&T's Point of Interconnection in Jacksonville and the BellSouth Lake City local calling

area.

Q. HOW WOULD AT&T CONNECT TO BELLSOUTH'S LOCAL NETWORKS THAT ARE OUTSIDE THE LOCAL CALLING AREA WHERE AT&T'S SWITCH IS LOCATED?

A. It is my understanding that AT&T has agreed to establish at least one Point of Interconnection in each LATA. This is necessary because BellSouth is still not authorized to carry traffic across LATA boundaries. AT&T would build facilities from its switch (wherever it is located) to the Point of Interconnection in the LATA where the BellSouth local network is located. Once that Point of Interconnection is established, the issue remains the same. Who is financially responsible for the facilities needed to carry calls between that Point of Interconnection and the distant BellSouth local calling area in which a local call is to be originated and terminated? Since AT&T must establish a Point of Interconnection in each LATA, whether or not AT&T also has a switch in each LATA is not relevant to resolving the problem that AT&T's network design has created.

Q. WHY DO YOU SAY THAT AT&T MUST BE FINANCIALLY RESPONSIBLE FOR THE TRANSPORT OF THESE CALLS FROM LOCAL CALLING AREAS THAT ARE DISTANT FROM THE POINT WHERE AT&T HAS CHOSEN TO INTERCONNECT ITS NETWORK WITH BELLSOUTH'S?

A. First, that is the only approach that makes economic sense. I will explain the rationale for this statement later. Second, the Eighth Circuit determined that the ILEC is only required to permit an ALEC to interconnect with the ILEC's existing local network, stating that:

> The Act requires an ILEC to (1) permit requesting new entrants (competitors) in the ILEC's local market to interconnect with the ILEC's existing local network and, thereby, use that network to compete in providing local telephone service (interconnection)....
> (Eighth Circuit Court Order dated July 18, 2000, page 2)

This is a very important point. When AT&T interconnects with BellSouth's local network in Jacksonville, it is not also interconnecting with BellSouth's local network in Lake City. AT&T is only interconnecting with the Jacksonville local network. The fact that AT&T is entitled to physically connect with BellSouth at a single point in the LATA cannot overcome the fact that the single Point of Interconnection cannot, by itself, constitute interconnection with every single local calling area in a LATA.

Moreover, if that were true, think of the implications Absent LATA restrictions, AT&T's theory would mean that AT&T could have a physical Point of Interconnection with BellSouth's "network" in Miami, and BellSouth would be required to haul local calls originating in Lake City and destined to terminate in Lake City all the way to Miami, at no cost to AT&T. That just does not make sense. Again, AT&T can build whatever network it wants, and it can interconnect with BellSouth's "network" wherever it is technically

feasible. However, AT&T cannot shift the financial burden of its network design to BellSouth.

Q. PLEASE EXPLAIN HOW AT&T IS ATTEMPTING TO SHIFT ITS FINANCIAL RESPONSIBILITY TO BELLSOUTH.

A. AT&T's network design results in additional costs that AT&T inappropriately contends BellSouth should bear. The best way to describe these additional costs that AT&T causes is to compare examples of two local calls in the same local calling area. One local call is between two BellSouth customers. The other local call is between a BellSouth customer and an AT&T customer. Assume that all of the customers in this example live on the same street in Lake City.

First, let's examine what happens if both customers are served by BellSouth as depicted on page 3 of Exhibit JAR-3. When one neighbor calls the other, the call originates with one customer, and is transported over that customer's local loop to a local switch in Lake City where the call is connected to the other customer's local loop. Importantly, the call never leaves the Lake City local calling area. Therefore, the only cost BellSouth incurs for transporting and terminating that call is end office switching in Lake City.

Now, let's compare what happens when one customer obtains local service from BellSouth, and the other customer obtains local service from AT&T. Assume that the BellSouth customer calls the AT&T customer next-door, as

depicted on page 2 of Exhibit JAR-3. The BellSouth customer is connected to BellSouth's switch in Lake City. The BellSouth switch then sends the call to Jacksonville because that is where AT&T told BellSouth to send the call. The call is then hauled over facilities owned by AT&T from the Jacksonville Point of Interconnection (e.g. access tandem) to AT&T's switch. AT&T then connects the call through its end office switch to the long loop serving AT&T's end user customer back in Lake City. Again, these two customers live next door to each other. In one case, the call never left the Lake City local calling area. In the other case, the call had to be hauled all the way to Jacksonville, and the only reason that BellSouth did so was because that is what AT&T wanted.

Simply put, the point here is that AT&T wants BellSouth to bear the cost of the facilities used to haul the call I just described between Lake City and Jacksonville. There is nothing fair, equitable or reasonable about AT&T's position. Because AT&T has designed its network the way it wants, and has designed its network in the way that is most efficient and cheapest for AT&T, AT&T must bear the financial responsibility for the additional facilities used to haul the call between Lake City and Jacksonville. AT&T does not have to actually build the facilities. It does not have to own the facilities. It just has to pay for them. BellSouth objects to paying additional costs that are incurred solely due to AT&T's network design. It is simply inappropriate for AT&T to attempt to shift these costs to BellSouth.

Q. DO BELLSOUTH'S LOCAL EXCHANGE RATES COVER THESE ADDITIONAL COSTS?

A. No. BellSouth is, in theory at least, compensated by the local exchange rates charged to BellSouth's local customers for hauling all calls from one point within a specific local calling area to another point in that same local calling area. I say "in theory" because, as the Commission knows, there has always been a dispute about whether local exchange rates actually cover the costs of handling local calls. Certainly there would be no dispute that the local exchange rates that BellSouth's customers pay were not intended to cover and, indeed, cannot cover, the cost of hauling a local call from one Lake City customer to another Lake City customer by way of Jacksonville.

Indeed, if AT&T is not required to pay for that extra transport which AT&T's network design decisions caused, who will pay for it? The BellSouth calling party is already paying for its local exchange service, and certainly will not agree to pay more simply for AT&T's convenience. Who does that leave to cover this cost? The answer is that there is no one else, and because AT&T has caused this cost through its own decisions regarding the design of its network, it should be required to pay for this additional cost.

Q. DOES BELLSOUTH RECOVER ITS COSTS FOR HAULING LOCAL CALLS OUTSIDE THE LOCAL CALLING AREA THROUGH RECIPROCAL COMPENSATION CHARGES?

A. No. This is also a significant point. The facilities discussed in this issue provide interconnection between the parties' networks. The cost of interconnection facilities is not covered in the reciprocal compensation charges for transport and termination. Paragraph 176 of FCC Order 96-325 clearly states that interconnection does not include transport and termination:

> Including the transport and termination of traffic within the meaning of section 251(c)(2) would result in reading out of the statute the duty of all LECs to establish 'reciprocal compensation arrangements for the transport and termination of telecommunications' under section 251(b)(5).

Simply put, the cost of interconnection is to be recovered through interconnection charges, and the cost of transport and termination is to be recovered separately through reciprocal compensation. Reciprocal compensation charges apply only to facilities used for transporting and terminating local traffic on the local network, not for interconnection of the parties' networks.

In the Lake City example, reciprocal compensation would only apply for the use of BellSouth's facilities within the Lake City local calling area. That is, reciprocal compensation would apply to the facilities BellSouth used within its Lake City local network to transport and switch an AT&T originated call. Reciprocal compensation does not include the facilities to haul the traffic from Lake City to Jacksonville.

Q. IS THE ARRANGEMENT THAT AT&T IS PROPOSING EFFICIENT?

A. It might be efficient for AT&T, since AT&T seems to equate efficiency with what is cheapest for AT&T. Of course, that is not an appropriate measure of efficiency. Indeed, to measure efficiency, the cost to every carrier involved must be considered. Presumably, AT&T has chosen its particular network arrangement because it is cheaper for AT&T. A principal reason that it is cheaper for AT&T is because AT&T is expecting BellSouth's customers to bear substantially increased costs that AT&T causes by its network design. It simply makes no sense for BellSouth to bear the cost of hauling a local Lake City call outside the local calling area just because that is what AT&T wants BellSouth to do. AT&T, however, wants this Commission to require BellSouth to do just that. If AT&T bought these facilities from anyone else, AT&T would pay for the facilities. AT&T, however, does not want to pay BellSouth for the same capability.

AT&T's method of transporting local traffic is clearly more costly to Bellsouth, but AT&T blithely ignores the additional costs it wants BellSouth to bear. Of course, these increased costs will ultimately be borne by customers, and if AT&T has its way, these costs will be borne by BellSouth's customers. Competition should reduce costs to customers, not increase them. Competition certainly is not an excuse for enabling a carrier to pass increased costs that it causes to customers it does not even serve. BellSouth requests that the Commission require AT&T to bear the cost of hauling local calls outside BellSouth's local calling areas. Importantly, AT&T should not be permitted to

avoid this cost, nor should AT&T be permitted to collect reciprocal compensation for facilities that haul local traffic outside of the local calling area.

Q. HOW HAS THE FCC ADDRESSED THE ADDITIONAL COSTS CAUSED BY THE FORM OF INTERCONNECTION AN ALEC CHOOSES?

A. In its First Report and Order in Docket No. 96-325, the FCC states that the ALEC must bear the additional costs caused by an ALEC's chosen form of interconnection. Paragraph 199 of the Order states that "a requesting carrier that wishes a 'technically feasible' but expensive interconnection would, pursuant to section 252(d)(1), be required to bear the cost of the that interconnection, including a reasonable profit." (Emphasis added) Further, at paragraph 209, the FCC states that "Section 251(c)(2) lowers barriers to competitive entry for carriers that have not deployed ubiquitous networks by permitting them to select the points in an incumbent LEC's network at which they wish to deliver traffic. Moreover, because competing carriers must usually compensate incumbent LECs for the additional costs incurred by providing interconnection, competitors have an incentive to make economically efficient decisions about where to interconnect." (Emphasis added)

Clearly, the FCC expects AT&T to pay the additional costs that it causes BellSouth to incur. If AT&T is permitted to shift its costs to BellSouth, AT&T has no incentive to make economically efficient decisions about where to

interconnect.

Q. HOW DOES BELLSOUTH PROPOSE TO DELIVER ITS ORIGINATING LOCAL TRAFFIC TO AT&T?

A. Although not required to do so, BellSouth proposes to aggregate all of its end user customers' originating local traffic to a single location in a local calling area where such traffic will be delivered to AT&T. For example, in the case of Lake City, BellSouth would transport the local traffic originated by all BellSouth customers in the Lake City local calling area to a single location in that calling area. Although this single location, where BellSouth aggregates its customers' local traffic, is not a Point of Interconnection as defined by the FCC. BellSouth, therefore, BellSouth uses the term "point of interconnection" to describe that central location. AT&T can then pick up all local traffic that BellSouth's customers originate in the Lake City local calling area at a single location rather than having to pick up the traffic at each individual end office.

However, AT&T is not required to pick up traffic at the central point designated by BellSouth. Indeed, if AT&T chooses to do so, it can pick up traffic at each individual end office instead of at the "point of interconnection" designated by BellSouth. That is AT&T's choice. Again, AT&T can pick up this traffic wherever it wants, as long as it is financially responsible for doing so.

Q. WOULD AT&T'S ABILITY TO COMPETE BE HAMPERED BY AT&T'S INABILITY TO OBTAIN FREE FACILITIES FROM BELLSOUTH?

A. Absolutely not. First, AT&T does not have to build or purchase interconnection facilities to areas that AT&T does not plan to serve. If AT&T does not intend to serve any customers in a particular area, its ability to compete cannot be hampered.

Second, in areas where AT&T does intend to serve customers, BellSouth is not requiring AT&T to build facilities throughout the area. AT&T can build facilities to a single point in each LATA and then purchase whatever facilities it needs from BellSouth or from another carrier in order to reach individual local calling areas that AT&T wants to serve.

Q. WHAT DOES BELLSOUTH REQUEST OF THIS COMMISSION?

A. BellSouth requests the Commission to find that AT&T is required to bear the cost of facilities that BellSouth may be required to install, on AT&T's behalf, in order to connect from a BellSouth local calling area to AT&T's Point of Interconnection located outside that local calling area. I believe this to be an equitable arrangement for both parties.

Issue 8: What terms and conditions, and what separate rates if any, should apply for AT&T to gain access to and use BellSouth facilities to serve multi- unit installations? (UNEs, Attachment 2, Section 5.2.5)

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. The rates BellSouth proposes to charge AT&T for access to and use of BellSouth's facilities (network terminating wire and intrabuilding network cable) to serve multi-unit installations are contained in Exhibit JAR-1 attached to my testimony. BellSouth witness Mr. Milner's testimony addresses the terms and conditions for such access.

Issue 9: Should BellSouth provide local circuit switching at UNE rates to allow AT&T to serve the first three lines provided to a customer located in Density Zone 1 as determined by NECA Tariff No. 4 in effect on January 1, 1999 ("Density Zone 1")?

Issue 10: Should BellSouth preclude AT&T from purchasing local circuit switching from BellSouth at UNE rates when a Density Zone 1 existing AT&T customer with 1-3 lines increases its lines to 4 or more? (UNEs, Attachment 2, Section 6.3.1.3 and 6.3.1.4)

Issue 11: Should BellSouth be allowed to aggregate lines provided to multiple locations of a single customer to restrict AT&T's ability to purchase local circuit switching at UNE rates to serve any of the lines of that customer? (UNEs,

Attachment 2, Section 6.3.1.3 and 6.3.1.4)

Q. WHAT IS THE BASIC DISPUTE BETWEEN THE PARTIES ON THESE ISSUES?

A. First, let me state that BellSouth's understanding is that AT&T has withdrawn Issues 9 and 10 from the arbitration. Therefore, at this time, I will only address Issue 11. This issue involves the application of FCC rules regarding the exemption for unbundling local circuit switching. BellSouth, in certain geographic areas, is not required to unbundle local circuit switching for customers having four or more lines. AT&T wants to prohibit BellSouth from aggregating a customer's lines in a specific geographic area when calculating how many lines the customer has for the purpose of determining whether unbundled local circuit switching will be available for the customer.

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. BellSouth believes that the FCC's position is quite clear. However, even if it were not, simple logic will lead to the conclusion that when a particular customer has four or more lines within a specific geographic area, even if those lines are spread over multiple locations, BellSouth does not have to provide unbundled local circuit switching as long as the other criteria for Rule 51.319(c)(2) are met.

Q. WHAT IS THE FCC RULE THAT IS RELEVANT TO THIS DISPUTE?

A. The relevant FCC Rule is 51.319(c)(2), which states:

> (2) Notwithstanding the incumbent LEC's general duty to unbundle local circuit switching, an incumbent LEC shall not be required to unbundle local circuit switching for requesting telecommunications carriers when the requesting telecommunications carrier serves end-users with four or more voice grade (DS0) equivalents or lines, provided that the incumbent LEC provides non-discriminatory access to combinations of unbundled loops and transport (also known as the "Enhanced Extended Link") throughout Density Zone 1, and the incumbent LEC's local circuit switches are located in:
>
> (i) 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
>
> (ii) In Density Zone 1, as defined in § 69.123 of this chapter on January 1, 1999.

Q. WHAT WAS THE FCC'S RATIONALE FOR THE "FOUR OR MORE LINES" CRITERIA IN RULE 51.319(c)(2)?

A. The FCC used the four-line cutoff to distinguish between the mass market and the medium to large business market. As long as the other criteria of Rule

51.319(c)(2) were met, the FCC determined that competitors were not impaired in their ability to serve medium to large business customers. The following portions of the UNE Remand Order demonstrate the FCC's rationale:

> 294. We recognize that a rule that removes unbundling obligations based on line count will be marginally overinclusive or underinclusive given individual factual circumstances. We find, however, that in our expert judgment, a rule that distinguishes customers with four lines or more from those with three lines or less reasonably captures the division between the mass market – where competition is nascent – and the medium and large business market – where competition is beginning to broaden.
>
> 297. In contrast, marketplace developments suggest that competitors are not impaired in their ability to serve certain high-volume customers in the densest areas.

The FCC's logic here is that the biggest part of the consumer market involves customers who have three or fewer lines. By the time a customer has four or more lines, the customer is either a mid-sized or a large customer, and ALECs are not impaired if they don't have access to unbundled local circuit switching to address the telecommunications needs of these classes of customers. Nowhere in the rule, nor in the rationale supporting it, does the FCC suggest that the incumbent LEC still has an obligation to unbundle local circuit switching for a portion of a medium to large business customer's lines.

Q. WHAT IS THE SIGNIFICANCE OF EELS FOR THIS ISSUE?

A. Basically, the thought is that if the incumbent LEC provides EELs at UNE rates, the ALEC can haul the call anywhere in the area to the ALEC's switch. The FCC obviously concluded that, at least in the top 50 MSAs, switching is available from a number of sources. As long as the incumbent LEC allows the ALEC to have an EEL so that the end user could be connected to an ALEC's switch, it is not necessary for the incumbent LEC to unbundle local circuit switching.

Q. WHAT DOES BELLSOUTH REQUEST OF THE COMMISSION?

A. BellSouth requests this Commission to reject AT&T's attempt to violate the FCC's rules. ALECs are not impaired without access to unbundled local circuit switching when serving customers with four or more lines in Density Zone 1 in the top 50 MSAs. Consequently, ALECs are not entitled to unbundled local circuit switching in these areas for any of an end user's lines when the end user has four or more lines in the relevant geographic area, as long as BellSouth will provide the ALEC with EELs at UNE rates.

Issue 12: Should AT&T be permitted to charge tandem rate elements when its switch serves a geographic area comparable to that served by BellSouth's tandem switch? (Local Interconnection, Attachment 3, Section 1.3)

Q. PLEASE BRIEFLY EXPLAIN THIS ISSUE.

A. The FCC's rules established that, when two carriers are involved in delivery of local traffic, the originating carrier would compensate the terminating carrier for certain additional costs incurred to transport and terminate local calls from the originating carrier's customers. The FCC limited such compensation to be symmetrical unless the ALEC could demonstrate that it was using an efficient configuration to transport and terminate the calls and that such configuration justified asymmetrical rates. Under symmetrical reciprocal compensation, the ALEC applies the ILEC's rate for transport and termination. The FCC determined that there should be two rates for transport and termination. One rate applies where tandem switching is involved (tandem rate) and the other rate applies where tandem switching is not involved (end office rate). The tandem rate simply consists of both the end office switching rate and the tandem switching rate. As a surrogate for these two rates, many commissions have used the UNE rates of the involved network components as the basis for reciprocal compensation. This is a reasonable surrogate when both parties' switches are in the same local calling area.

Q. HOW DOES BELLSOUTH USE TANDEM SWITCHES?

A. BellSouth has both local and access tandems. First, I will address local tandems. Sometimes there are so many local switches in a given local calling area that it makes economic sense to create a local tandem to help handle the flow of calls between the end office switches. In this case, the local tandem is connected to numerous end office switches in the local calling area, thereby eliminating the need to have every end office switch in that local calling area connected directly to every other end office switch in that local calling area. In this situation, a caller who is served by one end office switch can place a local call to a subscriber served by another end office switch, and the call can be routed through the local tandem, rather than being trunked directly to the called party's local end office switch. Obviously, if there are a lot of end office switches in a local calling area, using a tandem switch to aggregate traffic and to act as a central connection point makes economic sense and avoids a lot of extra trunking that would otherwise be required to ensure that call blockage was limited to acceptable levels.

The local tandem is functionally quite similar to what is often referred to as an access tandem. An access tandem is a tandem switch that is also connected to all of the local central offices in a given area. The difference is that the access tandem handles both local and long distance traffic while the local tandem only handles local traffic.

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. In order for AT&T to appropriately charge for tandem switching, AT&T must demonstrate to the Commission that: 1) its switches serve a comparable geographic area to that served by BellSouth's tandem switches and that 2) its switches actually perform local tandem functions. AT&T should only be compensated for the functions that it actually provides. BellSouth does not agree that AT&T's switches in Florida serve a geographic area comparable to the area served by BellSouth's tandem switches, nor does BellSouth agree that AT&T's switches are performing local tandem switching.

BellSouth proposes to bill AT&T for use of a tandem only when BellSouth incurs the cost of tandem switching on a particular local call. Further, BellSouth proposes to pay AT&T the tandem switching rate only when AT&T incurs the cost of tandem switching on a particular local call. To incur this cost, AT&T must provide the functionality of a tandem switch, as opposed to an end office switch, and AT&T must be serving a geographic area comparable to a BellSouth tandem. However, AT&T wants to charge BellSouth for tandem switching on every local call, regardless of whether AT&T incurs the cost.

Q. WHAT IS AT&T'S POSITION ON THIS ISSUE?

A. Apparently, because AT&T's switches can serve the same geographic area, AT&T's position is that AT&T should always receive the rate for tandem

switching, regardless of whether AT&T actually performs the tandem function for a particular local call.

Q. WHAT IS THE BASIS FOR BELLSOUTH'S POSITION ON THIS ISSUE?

A. In its Local Competition Order, the FCC stated that the "additional costs" of transporting and terminating local traffic vary depending on whether or not a tandem switch is involved. (¶ 1090) As a result, the FCC determined that state commissions can establish transport and termination rates that vary depending on whether the traffic is routed through a tandem switch or directly to a carrier's end-office switch. *Id.* To that end, BellSouth has separate rates for transport and termination depending upon whether tandem switching is involved. When an ALEC's end user originates a local call that terminates on BellSouth's local network, BellSouth charges the ALEC a different rate for reciprocal compensation based on whether or not local tandem switching is involved in that call. When a BellSouth end user originates a local call that terminates on the ALEC's network, the ALEC should only charge the tandem rate when the ALEC actual provides the tandem switching function.

The FCC, of course, recognized that an ALEC might not use the same network architecture as BellSouth or any other incumbent carrier. In order to insure that an ALEC would receive the equivalent of a tandem switching rate if it were warranted, the FCC directed state commissions to do two things. First, the FCC directed state commissions to "consider whether new technologies (e.g., fiber ring or wireless network) performed functions similar to those

performed by an incumbent LEC's tandem switch and thus whether some or all calls terminating on the new entrant's network should be priced the same as the sum of transport and termination via the incumbent LEC's tandem switch." (Local Competition Order ¶ 1090) (emphasis added). Second, the FCC stated that "[w]here the interconnecting carrier's switch serves a geographic area comparable to that served by the incumbent LEC's tandem switch, the appropriate proxy for the interconnecting carrier's additional costs is the LEC tandem interconnection rate." *Id.*

Therefore, the FCC posed two requirements that must be met before an ALEC would be entitled to compensation at both the end office and the tandem switching rate, as opposed to only the end office rate, for any particular local call. The tandem switch involved has to serve a comparable geographic area, and it has to perform the tandem switching function for the local call for which compensation is sought.

BellSouth notes that in Section 51.711(a)(1) of its Rules, the FCC states that "symmetrical rates are rates that a carrier other than an incumbent LEC assesses upon an incumbent LEC for transport and termination of local telecommunications traffic equal to those that the incumbent LEC assesses upon the other carrier for the same services." (emphasis added) Again, in Section 51.711(a)(3), the Rule states that "[w]here the switch of a carrier other than an incumbent LEC serves a geographic area comparable to the area served by the incumbent LEC's tandem switch, the appropriate rate for the carrier other than an incumbent LEC is the incumbent LEC's tandem interconnection

rate." The FCC clearly has two requirements that must be met before the tandem rate for transporting and terminating traffic applies.

Q. DOES THE COMMISSION NEED TO DECIDE WHETHER A NEW TECHNOLOGY USED BY AT&T PERFORMS A FUNCTION SIMILAR TO TANDEM SWITCHING?

A. No. The basic network architecture used by AT&T is the same as BellSouth, so the Commission does not need to attempt to determine whether some new technology used by AT&T performs functions similar to tandem switching. The Commission simply needs to determine whether AT&T is actually providing tandem switching on each and every local call. Thus, pursuant to Section 51.711, in order to charge BellSouth the tandem rate, AT&T must show not only that its switches serve a geographic area comparable to BellSouth's tandem switches, but that AT&T's switches are providing the same services as BellSouth's tandem switches for local traffic.

Q. HAS THE FCC DEFINED WHICH FUNCTIONS A TANDEM SWITCH MUST PROVIDE?

A. Indeed it has. In its recently released Order No. FCC 99-238, the FCC's rules at 51.319(c)(3) state:

> *Local Tandem Switching Capability.* The tandem switching capability network element is defined as:
>
> (i) Trunk-connect facilities, which include, but are not limited to,

the connection between trunk termination at a cross connect panel and switch trunk card;

(ii) The basic switch trunk function of connecting trunks to trunks; and

(iii) The functions that are centralized in tandem switches (as distinguished from separate end office switches), including but not limited, to call recording, the routing of calls to operator services, and signaling conversion features.

Of course, this definition of tandem switching capability has long been accepted and applied within the telecommunications industry. The introduction of local competition has no effect on the definition of tandem switching capability.

Q. HOW DOES THE FCC'S DEFINITION OF TANDEM SWITCHING APPLY TO THIS ISSUE?

A. To receive reciprocal compensation at the tandem rate, a carrier must be performing the functions described in the FCC's definition of tandem switching. It is not enough that the switch "can" provide the function of a tandem switch; it has to actually be providing those functions for the local call for which compensation is sought. This is true if for no other reason than because the difference between the end office and tandem rates for reciprocal compensation is the same as the UNE rate for tandem switching. That rate recovers the cost of performing, for local calls, the functions described in the

FCC's definition. If the ALEC were not performing those functions, the ALEC would simply be receiving a windfall.

AT&T's switches are not providing a tandem function to transport any local calls, let alone all local calls, but are only switching traffic through AT&T's end office switches for delivery of that traffic from those switches to the called party's premises. As stated in the FCC's definition, to provide transport utilizing tandem switching, AT&T's switch must connect trunks terminated in one end office switch to trunks terminated in another end office switch. In other words, a tandem switch, as defined by the FCC, provides an intermediate switching function. As AT&T has admitted, its switch is not providing that function. During cross-examination in North Carolina Dockets No. P-140, Sub 73 and No. P-646, Sub 7, AT&T witness Mr. David Talbott concurred that "[t]here is not an intermediate switching function within the AT&T network." (Transcript, Vol. 2, August 1, 2000, p. 227, lines 6-9) Further, when asked if AT&T's switch would qualify for the tandem rate if the North Carolina Commission concludes that an intermediate switching function is required, Mr. Talbott stated "[o]ur switch would not qualify." (Id., p. 227, line 21-p. 228, line 1)

As confirmed by AT&T's own witness, AT&T's switch connects trunks to end user's lines, and does not connect trunks to trunks. In this regard, there is nothing different about AT&T's network design in Florida as compared to its network design in North Carolina. The end office rate for transport and termination fully compensates AT&T for the functions its end office switches

perform.

Q. HAS THIS COMMISSION PREVIOUSLY RULED ON THE ISSUE OF APPLICABILITY OF RECIPROCAL COMPENSATION TO TANDEM SWITCHING?

A. Yes. Most recently, in its August 22, 2000 Order No. PSC-00-1519-FOF-TP in Docket No. 991854-TP (Intermedia/BellSouth Arbitration), this Commission determined that Intermedia failed to satisfy its burden of proof on either criteria. The Commission specifically rejected Intermedia's claim that the larger capacity of its switch and its newer network architecture negate the need for a separate tandem switch. Further, the Commission found that, although the maps submitted by Intermedia indicate that Intermedia has established local calling areas that are comparable to BellSouth's, the Commission was unable to determine if Intermedia's switch actually serves those areas. As a result, the Commission declined to find that Intermedia proved that it provides the necessary geographic coverage. (Order at pages 13-14)

Earlier, in its January 14, 2000 Order No. PSC-00-0128-FOF-TP in Docket No. 990691-TP (ICG/BellSouth Arbitration), the Commission determined that BellSouth is not required to compensate ICG for the tandem switching element, finding that "the evidence of record does not provide an adequate basis to determine that ICG's network will fulfill this geographic criterion."

(p. 10) Also, in Order No. PSC-97-0294-FOF-TP, Docket 961230-TP, dated March 14, 1997, the Commission concluded at pages 10-11:

> "We find that the Act does not intend for carriers such as MCI to be compensated for a function they do not perform. Even though MCI argues that its network performs 'equivalent functionalities' as Sprint in terminating a call, MCI has not proven that it actually deploys both tandem and end office switches in its network. If these functions are not actually performed, then there cannot be a cost and a charge associated with them. Upon consideration, we therefore conclude that MCI is not entitled to compensation for transport and tandem switching unless it actually performs each function."

Similarly, Florida Order No. PSC-96-1532-FOF-TP, Docket No. 960838-TP, dated December 16, 1996, states at page 4:

> "The evidence in the record does not support MFS' position that its switch provides the transport element; and the Act does not contemplate that the compensation for transporting and terminating local traffic should be symmetrical when one party does not actually use the network facility for which it seeks compensation. Accordingly, we hold that MFS should not charge Sprint for transport because MFS does not actually perform this function."

BellSouth does not suggest that the Commission should find that AT&T does not qualify for the tandem rate simply because other ALECs' similar requests have been rejected by the Commission. Rather, each ALEC's request for the

tandem rate must be decided based on the specifics of that carrier's network, because the decision of whether the tandem rate applies is dependent upon how a particular carrier's network handles each individual local call.

Q. WHAT DOES BELLSOUTH REQUEST THE COMMISSION DO?

A. Importantly, BellSouth is not disputing AT&T's right to compensation at the tandem rate where the facts support such a conclusion. However, in this proceeding, AT&T is seeking a decision that allows it to be compensated for the cost of equipment it does not own and for functionality it does not provide. Absent real evidence that AT&T's switches actually serve a geographic area comparable to BellSouth's tandems, and absent evidence that AT&T's switches actually perform tandem switching functions for local traffic, BellSouth requests that this Commission determine that AT&T is only entitled, where it provides local switching, to the end office switching rate.

Issue 16: What is the appropriate treatment of outbound voice calls over internet protocol ("IP") telephony, as it pertains to reciprocal compensation? (Local Interconnection, Attachment 3, Section 6.1.9)

Q. PLEASE EXPLAIN BELLSOUTH'S UNDERSTANDING OF THIS ISSUE.

A. This issue addresses the appropriate compensation for phone-to-phone calls that utilize a technology known as Internet Protocol ("IP"). First, let me be clear on the distinction between "voice calls over the Internet" and "voice calls

over Internet Protocol ("IP") telephony." IP Telephony is, in very simple and basic terms, a mode or method of completing a telephone call. The word "Internet" in Internet Protocol telephony refers to the name of the protocol; it does not mean that the service necessarily uses the World Wide Web.

Q. WHAT IS PHONE-TO-PHONE IP TELEPHONY?

A. Phone-to-Phone IP Telephony is telecommunications service that is provided using Internet Protocol for one or more segments of the call. Technically speaking, Internet Protocol, or any other protocol, is an agreed upon set of technical operating specifications for managing and interconnecting networks. The Internet Protocol is a specific language that equipment on a packet network uses to intercommunicate. It has nothing to do with the transmission medium (wire, fiber, microwave, etc.) that carries the data packets between gateways, but rather concerns gateways, or switches, that are found on either end of that medium.

Currently there are various technologies used to transmit telephone calls, of which the most common are analog and digital. In the case of IP Telephony originated from a traditional telephone set, the local carrier first converts the voice call from analog to digital. The digital call is sent to a gateway that takes the digital voice signal and converts or packages it into data packets. These data packets are like envelopes with addresses which "carry" the signal across a network until they reach their destination, which is known by the address on the data packet, or envelope. This destination is another gateway, which

reassembles the packets and converts the signal to analog, or a plain old telephone call, to be terminated on the called party's local telephone company's lines.

To explain it another way, Phone-to-Phone IP Telephony occurs when an end user customer uses a traditional telephone set to call another traditional telephone set using IP technology. The fact that IP technology is used at least in part to complete the call is transparent to the end user. Phone-to-Phone IP Telephony is identical, by all relevant regulatory and legal measures, to any other basic telecommunications service, and should not be confused with calls to the Internet through an ISP. Characteristics of Phone-to-Phone IP Telephony are:

- IP Telephony provider gives end users traditional dial tone (not modem buzz);
- End user does not call modem bank;
- Uses traditional telephone sets (vs. computer);
- Call routes using telephone numbers (not IP addresses);
- Basic telecommunications (not enhanced); and
- IP Telephone providers are telephone carriers (not ISPs).

Phone-to-Phone IP Telephony should not be confused with Computer-to-Computer IP Telephony, where computer users use the Internet to provide telecommunications to themselves.

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. As with any other local traffic, reciprocal compensation should apply to local telecommunications provided via IP Telephony, to the extent that it is technically feasible to apply such charges. To the extent, however, that calls provided via IP telephony are long distance calls, access charges should apply. Application of access charges for long distance calls does not depend on the technology used to transport such calls. Due to the increasing use of IP technology mixed with traditional circuit switching technology to switch or transport voice telecommunications, BellSouth's position is that it is important to specify in the agreement that long distance calls, irrespective of the technology used to transport them, constitute switched access traffic and not local traffic.

Switched access charges, not reciprocal compensation, apply to phone-to-phone long distance calls that are transmitted using IP telephony. From the end user's perspective – and, indeed, from the IXC's perspective – such calls are indistinguishable from regular circuit switched long distance calls. The IXC may use IP technology to transport all or some portion of the long distance call, but that does not change the fact that it is a long distance call.

Q. WHAT IS AT&T'S POSITION ON THIS ISSUE?

A. It appears that AT&T is attempting to inappropriately assert the ESP exemption to all calls, and treat all calls using IP telephony as local traffic.

Consider the example of a call from Orland to Chicago sent over AT&T's circuit switched network. Certainly, this call is a long distance call, and access charges would apply. However, if AT&T transported that same call using IP telephony, AT&T claims that the call from Orlando to Chicago is a local call and that reciprocal compensation applies. Now, AT&T makes this claim despite the fact that it charges the customer the same long distance price in either case. This position is ridiculous. AT&T's choice of transmission medium does not transform a long distance call into a local call.

Q. DOES THE FCC VIEW CALLS TO INFORMATION SERVICE PROVIDERS ("ISP-BOUND TRAFFIC") DIFFERENTLY THAN PHONE-TO-PHONE IP TELEPHONY IN TERMS OF APPLICABLE CHARGES?

A. Yes. Neither ISP-bound traffic nor the transmission of long distance services via IP Telephony traffic is local traffic; however, the FCC has treated the two types of traffic differently in terms of the rates that such providers pay for access to the local exchange company's network. Calls to Information Service Providers have been exempted by the FCC from access charges for use of the local network in order to encourage the growth of these emerging services – most specifically access to the Internet. The FCC has found that ISPs use interstate access service, but are exempt from switched access charges applicable to other long distance traffic. As a result of this FCC exemption, ISP-bound traffic is assessed at the applicable business exchange rate.

On the other hand, the transmission of long-distance voice services - whether by IP telephony or by more traditional means - is not exempt from switched access charges. The FCC has provided no exemption from access charges when IP telephony is used to transmit long distance telecommunications.

The FCC's April 10, 1998 Report to Congress states: "The record... suggests... 'phone-to-phone IP telephony' services lack the characteristics that would render them 'information services' within the meaning of the statute, and instead bear the characteristics of 'telecommunication services'." Further, Section 3 of the Telecommunications Act of 1996 defines "telecommunications" as the "transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received." Thus, IP Telephony is telecommunications service, not information or enhanced service.

Long distance service is a mature industry, and simply changing the technology that is used to transmit the long distance service does not change the service. All other long-distance carriers currently pay these same access charges, and there is no authority to exempt them, regardless of the protocol used to transport such calls. To do otherwise would unreasonably discriminate between long-distance carriers utilizing IP telephony and those who do not.

Q. WHAT IS BELLSOUTH REQUESTING THE COMMISSION DO?

A. BellSouth requests that the Commission determine that access charges, rather

than reciprocal compensation, apply to long distance calls, regardless of the technology used to transport them.

Issue 22: What are the appropriate recurring and nonrecurring charges for the collocation items for which charges have not been established or are not TELRIC compliant as listed in Exhibit A to Collocations, Attachment 4 of AT&T's Proposed Interconnection Agreement? (Collocation, Attachment 4 and Exhibit A)

Q. WHAT RATES DOES BELLSOUTH PROPOSE FOR COLLOCATION?

A. BellSouth's proposed rates for collocation are contained in Exhibit JAR-1.

Issue 23: Has BellSouth provided sufficient customized routing in accordance with State and Federal law to allow it to avoid providing Operator Services/Directory Assistance ("OS/DA") as a UNE?

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. BellSouth witness Mr. Milner addresses the technical aspects of BellSouth's provision of customized routing and demonstrates that BellSouth is providing sufficient customized routing to allow BellSouth to avoid providing Operator Services/Directory Assistance as UNEs. I am addressing the rates for customized routing. The rates BellSouth proposes for its Line Class Code-based and AIN-based solutions for customized routing are contained in Exhibit JAR-1.

Issue 27: Should the Commission or a third party commercial arbitrator resolve disputes under the Interconnection Agreement?

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. BellSouth's position is that the appropriate regulatory authority should resolve disputes and that BellSouth should not be precluded from petitioning the Commission for resolution of disputes under the Interconnection Agreement.

Q. WHAT IS THE BASIS FOR BELLSOUTH'S POSITION?

A. BellSouth originally agreed to use third party arbitrators to resolve disputes involving its interconnection agreements because we thought that with the state commission's crowded calendars, commercial arbitration could provide a speedy and inexpensive way to resolve disputes. Although the first interconnection agreement between BellSouth and AT&T contained an alternative dispute resolution provision, the two parties have never used that provision. However, BellSouth has used it in disputes with other ALECs. The process has proven to be neither speedy, nor inexpensive. BellSouth believes that the parties would be better off to have a knowledgeable staff person, or a member of the Commission, participate in the resolution of issues under these agreements. Our experience shows that it is simply not possible to get neutral commercial arbitrators that are sufficiently experienced in the telecommunications industry. Consequently, a neutral arbitrator must be

trained on the very basics of our industry, and decisions are not made expeditiously. In short, commercial arbitration simply does not work very well. The Commission and its staff are clearly more capable of handling disputes between telecommunications carriers than are commercial arbitrators. BellSouth should not be obligated to waive its right to have the Commission hear disputes.

Interestingly, although this is AT&T's issue, it evidently agrees with BellSouth's position. A "third party arbitration" clause was contained in the parties' prior interconnection agreement. Nonetheless, AT&T filed complaints with at least two state commissions during the term of the prior agreement, rather than seeking third party arbitration. Indeed, in one instance, based on the hearing officer's initial report, AT&T asserted that third party arbitrations are too slow. Therefore, it is not at all clear to BellSouth why AT&T continues to insist on including such a clause in its interconnection agreement.

Issue 33: Should AT&T be allowed to share the spectrum on a local loop for voice and data when AT&T purchases a loop/port combination and if so, under what rates, terms and conditions? (UNE's, Attachment 2, Section 3.10)

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. BellSouth is under no obligation to offer line sharing on the UNE Platform (UNE-P). BellSouth is willing, however, to incorporate rates, terms and

conditions for line sharing in the parties' interconnection agreement that are consistent with the FCC's rules.

Q. PLEASE EXPLAIN "LINE SHARING" AND "SPECTRUM MANAGEMENT."

A. The local loop from the central office to the customer's premises can be used to provide both voice and packet data service. There are a number of carriers who want to use that loop to provide packet data service while the ILEC would continue to provide voice service. Inserting specific equipment on the line enables the spectrum to be "shared" by the voice provider and the data provider, a functionality also known as "line sharing." In its Line Sharing Order, the FCC specifically states "[t]he provision of xDSL-based service by a competitive LEC and voiceband service by an incumbent LEC on the same loop is frequently called 'line sharing.'" (Line Sharing Order at ¶ 4)

Q. UNDER WHAT CONDITIONS IS AN ILEC SUCH AS BELLSOUTH OBLIGATED TO PROVIDE LINE SHARING?

A. ILECs are only obligated to provide line sharing to a single requesting carrier at the same customer address as the traditional POTS analog voice service provided by the incumbent. Line sharing as ordered by the FCC is available under the following conditions:

- Two carriers – one voice provider (ILEC) and one data provider (ALEC) – serve one customer per loop (Id. ¶ 74);

- The ILEC provides traditional POTS analog voiceband service to the customer on the line to be shared (Id. ¶ 19);
- The ALEC provides xDSL-based service to the customer (Id. ¶ 13);
- The ALEC's xDSL technologies do not use the frequencies immediately above the voiceband, thereby preserving them as a "buffer" zone to ensure the integrity of the voiceband traffic (Id. fn 136);
- The ALEC's xDSL technology does not interfere with analog voiceband transmission (Id. ¶ 70-71); and
- If the ILEC's retail customer disconnects his/her POTs service, the data provider must purchase the entire stand-alone loop if it wishes to continue providing xDSL service to the customer. Similarly, ILECs are not required to provide line sharing to a requesting carrier when the CLP purchases a combination of network elements known as the UNE platform. (Id. ¶¶ 72-73)

The "platform" referred to is the loop/port combination. Clearly, BellSouth is obligated to provide line sharing to ALECs only where BellSouth is providing the voice service.

When an ALEC purchases the loop/port combination, BellSouth is not obligated to provide line sharing. In order for BellSouth to provide access to the high frequency portion of the loop when the ALEC has purchased the loop/port combination, BellSouth would have to physically separate the loop/port combination, add in a splitter, and then recombine. BellSouth

maintains that it is not required to perform these functions for ALECs.

Finally, the FCC's Line Sharing Order thoroughly examined whether ALECs would be impaired without access to line sharing when the ILEC is not providing the voice service. The FCC determined that no such impairment exists.

Q. WHAT RATES DOES BELLSOUTH PROPOSE FOR LINE SHARING?

A. BellSouth's proposed rates for line sharing are contained in Exhibit JAR-1.

Issue 34: What are the appropriate rates and charges for unbundled network elements and combinations of network elements? (The parties anticipate that the rates and charges will be resolved in the generic UNE costs docket, Docket No. 990649-TP.)

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. BellSouth proposes that prices contained in Exhibit JAR-1 to my testimony be adopted as the appropriate prices to be included in the new interconnection agreement between the parties. Unless otherwise indicated on the exhibit, the source of BellSouth's proposed interconnection and UNE prices is BellSouth's cost study filed on August 16, 2000 in Docket No. 990649-TP[1]. BellSouth proposes that the prices on Exhibit JAR-1 be interim and subject to true-up

[1] On November 14, 2000, BellSouth filed a letter with the Commission advising that the cost of Elements A.17.2 (Unbundled Loop Modification – Load Coil/Equipment Removal – long) and A.17.4 (Unbundled Loop Modification – Additive) have been modified. These modified costs are reflected in Exhibit JAR-1.

upon establishment of permanent prices by the Commission in Docket No. 990649-TP. I would note that the Commission is not considering collocation prices in Docket No. 990649-TP. Therefore, BellSouth proposes that its collocation prices, which are equal to the costs sponsored by Ms. Caldwell in this proceeding, be interim until such time as the Commission establishes permanent collocation prices in a generic docket.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.

#228948

Florida Prices
BellSouth/AT&T Interconnection Agreement

Cost Ref. No.		Description	Zone	Recurring	INSTALLATION			DISCONNECT			Source of Cost Study
					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional	
A.0	UNBUNDLED LOCAL LOOP										
A.1	2-WIRE ANALOG VOICE GRADE LOOP										990649-TP
	A.1.1	2-Wire Analog Voice Grade Loop - Service Level 1	1	$16.17		$83.20	$35.12		$55.97	$10.35	
			2	$20.12		$83.20	$35.12		$55.97	$10.35	
			3	$25.56		$83.20	$35.12		$55.97	$10.35	
	A.1.2	2-Wire Analog Voice Grade Loop - Service Level 2	1	$18.48		$218.96	$136.44		$113.41	$20.58	
			2	$22.43		$218.96	$136.44		$113.41	$20.58	
			3	$27.87		$218.96	$136.44		$113.41	$20.58	
A.2	SUB-LOOP										990649-TP
	A.2.1	Sub-Loop Feeder Per 2-Wire Analog Voice Grade Loop	1	$10.75		$193.62	$113.00		$116.59	$26.70	
			2	$11.57		$193.62	$113.00		$116.59	$26.70	
			3	$13.51		$193.62	$113.00		$116.59	$26.70	
	A.2.2	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop	1	$9.36		$139.20	$61.94		$98.49	$13.08	
			2	$12.49		$139.20	$61.94		$98.49	$13.08	
			3	$16.13		$139.20	$61.94		$98.49	$13.08	
	A.2.11	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop	1	$10.12		$165.68	$88.42		$104.31	$17.15	
			2	$18.29		$165.68	$88.42		$104.31	$17.15	
			3	$26.09		$165.68	$88.42		$104.31	$17.15	
	A.2.13	Network Interface Device Cross Connect				$11.78	$11.78				
	A.2.14	2-Wire Intrabuilding Network Cable (INC)		$3.87		$113.62	$36.36		$98.49	$13.08	
	A.2.15	4-Wire Intrabuilding Network Cable (INC)		$7.32		$126.10	$48.84		$104.31	$17.15	
	A.2.17	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			$711.78						
	A.2.18	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			$45.28						
	A.2.19	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			$333.44						
	A.2.20	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			$109.85						
	A.2.21	Sub-Loop - Per Cross Box Location - CLEC Distribution Facility Set-Up			$711.78						
	A.2.24	Sub-Loop - Per 4-Wire Analog Voice Grade Loop / Feeder Only	1	$23.35		$222.74	$140.22		$127.64	$32.91	
			2	$27.94		$222.74	$140.22		$127.64	$32.91	
			3	$40.51		$222.74	$140.22		$127.64	$32.91	
	A.2.25	Sub-Loop - Per 2-Wire ISDN Digital Grade Loop / Feeder Only	1	$22.39		$219.94	$137.43		$118.79	$25.97	
			2	$25.85		$219.94	$137.43		$118.79	$25.97	
			3	$26.12		$219.94	$137.43		$118.79	$25.97	
	A.2.29	Sub-Loop - Per 4-Wire 56 or 64 Kbps Digital Grade Loop / Feeder Only	1	$24.89		$211.32	$128.81		$127.64	$32.91	
			2	$28.83		$211.32	$128.81		$127.64	$32.91	
			3	$29.16		$211.32	$128.81		$127.64	$32.91	
	A.2.30	Sub-Loop - Per 2-Wire Copper Loop Short / Feeder Only	1	$11.01		$175.18	$92.66		$113.67	$20.84	
			2	$9.78		$175.18	$92.66		$113.67	$20.84	
			3	$7.83		$175.18	$92.66		$113.67	$20.84	
	A.2.32	Sub-Loop - Per 4-Wire Copper Loop Short / Feeder Only	1	$20.59		$209.61	$127.09		$119.80	$25.07	
			2	$21.48		$209.61	$127.09		$119.80	$25.07	
			3	$17.70		$209.61	$127.09		$119.80	$25.07	
	A.2.40	Sub-Loop - Per 2-Wire Copper Loop Short / Distribution Only	1	$7.91		$139.20	$61.94		$98.49	$13.08	
			2	$10.37		$139.20	$61.94		$98.49	$13.08	
			3	$12.76		$139.20	$61.94		$98.49	$13.08	
	A.2.42	Sub-Loop - Per 4-Wire Copper Loop Short / Distribution Only	1	$7.11		$165.68	$88.42		$104.31	$17.15	
			2	$11.26		$165.68	$88.42		$104.31	$17.15	
			3	$16.92		$165.68	$88.42		$104.31	$17.15	
	A.2.44	Network Interface Device (NID) - 2 line				$94.50	$57.22				
	A.2.45	Network Interface Device (NID) - 6 line				$136.75	$99.47				

Notes:
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** Cost Ref. No. A.6, A.7, A.8, A.13.1, A.14.1, and A.17.2 updated to reflect costs in letter to Commission filed 11/14/00.

Florida Prices
BellSouth/AT&T Interconnection Agreement

Cost Ref. No.		Description	Zone	Recurring	INSTALLATION			DISCONNECT			Source of Cost Study
					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional	
A.3	LOOP CHANNELIZATION AND CO INTERFACE (INSIDE CO)										990649-TP
	A.3.12	Unbundled Loop Concentration - System A (TR008)		$470.73		$651.05					
	A.3.13	Unbundled Loop Concentration - System B (TR008)		$55.96		$271.27					
	A.3.14	Unbundled Loop Concentration - System A (TR303)		$510.37		$651.05					
	A.3.15	Unbundled Loop Concentration - System B (TR303)		$94.30		$271.27					
	A.3.16	Unbundled Loop Concentration - DS1 Line Interface Card		$5.28		$126.61	$92.17		$31.11	$8.71	
	A.3.17	Unbundled Loop Concentration - POTS Card		$2.10		$21.07	$20.96		$9.99	$9.93	
	A.3.18	Unbundled Loop Concentration - ISDN (Brite Card)		$8.38		$21.07	$20.96		$9.99	$9.93	
	A.3.19	Unbundled Loop Concentration - SPOTS Card		$12.46		$21.07	$20.96		$9.99	$9.93	
	A.3.20	Unbundled Loop Concentration - Specials Card		$7.43		$21.07	$20.96		$9.99	$9.93	
	A.3.21	Unbundled Loop Concentration - TEST CIRCUIT Card		$36.31		$21.07	$20.96		$9.99	$9.93	
	A.3.22	Unbundled Loop Concentration - Digital 19, 56, 64 Kbps Data		$11.01		$21.07	$20.96		$9.99	$9.93	
A.4	4-WIRE ANALOG VOICE GRADE LOOP										990649-TP
	A.4.1	4-Wire Analog Voice Grade Loop	1	$30.20		$271.60	$189.08		$122.15	$27.42	
			2	$43.01		$271.60	$189.08		$122.15	$27.42	
			3	$64.20		$271.60	$189.08		$122.15	$27.42	
A.5	2-WIRE ISDN DIGITAL GRADE LOOP										990649-TP
	A.5.1	2-Wire ISDN Digital Grade Loop	1	$28.33		$238.33	$155.81		$111.10	$18.28	
			2	$34.45		$238.33	$155.81		$111.10	$18.28	
			3	$35.62		$238.33	$155.81		$111.10	$18.28	
	A.5.6	Universal Digital Channel	1	$28.33		$238.33	$155.81		$111.10	$18.28	
			2	$34.45		$238.33	$155.81		$111.10	$18.28	
			3	$35.62		$238.33	$155.81		$111.10	$18.28	
A.6	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP										990649-TP
	A.6.1wLMU	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP (Nonrecurring w/ LMU)									
		A.6.1 2-Wire Asymmetrical Digital Subscriber Line (ADSL) Compatible Loop	1	$17.56		$346.81	$208.22		$154.23	$35.23	**
			2	$18.81		$346.81	$208.22		$154.23	$35.23	**
			3	$19.21		$346.81	$208.22		$154.23	$35.23	**
	A.6.1woLMU	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP (Nonrecurring w/o LMU)									
		A.6.1 2-Wire Asymmetrical Digital Subscriber Line (ADSL) Compatible Loop	1	$17.56		$213.96	$130.58		$108.29	$15.46	**
			2	$18.81		$213.96	$130.58		$108.29	$15.46	**
			3	$19.21		$213.96	$130.58		$108.29	$15.46	**
A.7	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP										990649-TP
	A.7.1wLMU	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP (Nonrecurring w/ LMU)									
		A.7.1 2-Wire High Bit Rate Digital Subscriber Line (HDSL) Compatible Loop	1	$13.84		$364.14	$225.55		$154.23	$35.23	**
			2	$14.57		$364.14	$225.55		$154.23	$35.23	**
			3	$15.14		$364.14	$225.55		$154.23	$35.23	**
	A.7.1woLMU	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP (Nonrecurring w/o LMU)									
		A.7.1 2-Wire High Bit Rate Digital Subscriber Line (HDSL) Compatible Loop	1	$13.84		$231.29	$147.91		$108.29	$15.46	**
			2	$14.57		$231.29	$147.91		$108.29	$15.46	**
			3	$15.14		$231.29	$147.91		$108.29	$15.46	**

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Florida Prices
BellSouth/AT&T Interconnection Agreement

Cost Ref. No.		Description	Zone	Recurring	INSTALLATION			DISCONNECT			Source of Cost Study
					Non Recurring	Nonrecurring		Non Recurring	Nonrecurring		
						First	Additional		First	Additional	
A.8	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP										990649-TP
	A.8.1wLMU	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP (Nonrecurring w/ LMU)									
		A.8.1 4-Wire High Bit Rate Digital Subscriber Line (HDSL) Compatible Loop	1	$22.35		$421.34	$254.71		$161.19	$26.10	**
			2	$22.79		$421.34	$254.71		$161.19	$26.10	**
			3	$24.85		$421.34	$254.71		$161.19	$26.10	**
	A.8.1woLMU	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP (Nonrecurring w/o LMU)									
		A.8.1 4-Wire High Bit Rate Digital Subscriber Line (HDSL) Compatible Loop	1	$22.35		$288.50	$205.12		$114.30	$19.58	**
			2	$22.79		$288.50	$205.12		$114.30	$19.58	**
			3	$24.85		$288.50	$205.12		$114.30	$19.58	**
A.9	4-WIRE DS1 DIGITAL LOOP										990649-TP
	A.9.1	4-Wire DS1 Digital Loop	1	$92.48		$505.12	$315.18		$82.85	$21.69	
			2	$119.68		$505.12	$315.18		$82.85	$21.69	
			3	$194.70		$505.12	$315.18		$82.85	$21.69	
	A.9.2	Sub-Loop Feeder Per 4-Wire DS1 Digital Loop	1	$56.00		$211.55	$129.04		$127.78	$33.06	
			2	$80.13		$211.55	$129.04		$127.78	$33.06	
			3	$156.12		$211.55	$129.04		$127.78	$33.06	
A.10	4-WIRE 19, 56 OR 64 KBPS DIGITAL GRADE LOOP										990649-TP
	A.10.1	4-Wire 19, 56 or 64 Kbps Digital Grade Loop	1	$33.90		$260.18	$177.66		$122.15	$27.42	
			2	$44.72		$260.18	$177.66		$122.15	$27.42	
			3	$50.85		$260.18	$177.66		$122.15	$27.42	
A.12	CONCENTRATION PER SYSTEM PER FEATURE ACTIVATED (OUTSIDE CENTRAL OFFICE)										990649-TP
	A.12.1	Unbundled Loop Concentration - System A (TR008)		$477.76		$408.22	$222.37		$236.02	$74.84	
	A.12.2	Unbundled Loop Concentration - System B (TR008)		$85.12		$408.22	$222.37		$236.02	$74.84	
	A.12.3	Unbundled Loop Concentration - System A (TR303)		$512.86		$408.22	$222.37		$236.02	$74.84	
	A.12.4	Unbundled Loop Concentration - System B (TR303)		$120.21		$408.22	$222.37		$236.02	$74.84	
	A.12.5	Unbundled Sub-loop Concentration - USLC Feeder Interface	1	$56.65		$211.55	$129.04		$127.78	$33.06	
			2	$65.68		$211.55	$129.04		$127.78	$33.06	
			3	$107.08		$211.55	$129.04		$127.78	$33.06	
	A.12.6	Unbundled Loop Concentration - POTS Card		$2.12		$21.07	$20.96		$9.99	$9.93	
	A.12.7	Unbundled Loop Concentration - ISDN (Brite Card)		$8.48		$21.07	$20.96		$9.99	$9.93	
	A.12.8	Unbundled Loop Concentration - SPOTS Card		$12.61		$21.07	$20.96		$9.99	$9.93	
	A.12.9	Unbundled Loop Concentration - Specials Card		$7.52		$21.07	$20.96		$9.99	$9.93	
	A.12.10	Unbundled Loop Concentration - TEST CIRCUIT Card		$36.76		$21.07	$20.96		$9.99	$9.93	
	A.12.11	Unbundled Loop Concentration - Digital 19, 56, 64 Kbps Data		$11.14		$21.07	$20.96		$9.99	$9.93	

Notes:
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Florida Prices
BellSouth/AT&T Interconnection Agreement

Cost Ref. No.		Description	Zone	Recurring	INSTALLATION			DISCONNECT			Source of Cost Study
					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional	
A.13	2-WIRE COPPER LOOP										990649-TP
	A.13.1wLMU	2-Wire Copper Loop - short (Nonrecurring w/ LMU)									
		A.13.1 2-Wire Copper Loop - short	1	$17.56		$344.95	$206.36		$154.23	$35.23	**
			2	$18.81		$344.95	$206.36		$154.23	$35.23	**
			3	$19.21		$344.95	$206.36		$154.23	$35.23	**
	A.13.1woLMU	2-Wire Copper Loop - short (Nonrecurring w/o LMU)									
		A.13.1 2-Wire Copper Loop - short	1	$17.56		$212.10	$128.72		$108.29	$15.46	**
			2	$18.81		$212.10	$128.72		$108.29	$15.46	**
			3	$19.21		$212.10	$128.72		$108.29	$15.46	**
	A.13.7wLMU	2-Wire Copper Loop - long (Nonrecurring w/ LMU)									
		A.13.7 2-Wire Copper Loop - long	1	$48.79		$331.86	$193.27		$154.23	$35.23	
			2	$58.13		$331.86	$193.27		$154.23	$35.23	
			3	$71.17		$331.86	$193.27		$154.23	$35.23	
	A.13.7woLMU	2-Wire Copper Loop - long (Nonrecurring w/o LMU)									
		A.13.7 2-Wire Copper Loop - long	1	$48.79		$199.01	$115.63		$108.29	$15.46	
			2	$58.13		$199.01	$115.63		$108.29	$15.46	
			3	$71.17		$199.01	$115.63		$108.29	$15.46	
A.14	4-WIRE COPPER LOOP										990649-TP
	A.14.1wLMU	4-Wire Copper Loop - short (Nonrecurring w/ LMU)									
		A.14.1 4-Wire Copper Loop - short	1	$25.56		$393.38	$254.79		$161.19	$39.76	**
			2	$30.53		$393.38	$254.79		$161.19	$39.76	**
			3	$32.24		$393.38	$254.79		$161.19	$39.76	**
	A.14.1woLMU	4-Wire Copper Loop - short (Nonrecurring w/o LMU)									
		A.14.1 4-Wire Copper Loop - short	1	$25.56		$260.53	$177.15		$114.30	$19.58	**
			2	$30.53		$260.53	$177.15		$114.30	$19.58	**
			3	$32.24		$260.53	$177.15		$114.30	$19.58	**
	A.14.7wLMU	4-Wire Copper Loop - long (Nonrecurring w/ LMU)									
		A.14.7 4-Wire Copper Loop - long	1	$82.70		$380.29	$241.70		$161.19	$39.76	
			2	$119.02		$380.29	$241.70		$161.19	$39.76	
			3	$147.54		$380.29	$241.70		$161.19	$39.76	
	A.14.7woLMU	4-Wire Copper Loop - long (Nonrecurring w/o LMU)									
		A.14.7 4-Wire Copper Loop - long	1	$82.70		$247.44	$164.06		$114.30	$19.58	
			2	$119.02		$247.44	$164.06		$114.30	$19.58	
			3	$147.54		$247.44	$164.06		$114.30	$19.58	
A.15	UNBUNDLED NETWORK TERMINATING WIRE (NTW)										990649-TP
	A.15.1	Unbundled Network Terminating Wire (NTW) per Pair		$.4555	$65.35						

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(#230676)

Florida Prices
BellSouth/AT&T Interconnection Agreement

Cost Ref. No.		Description	Zone	Recurring	INSTALLATION			DISCONNECT			Source of Cost Study
					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional	
A.16	HIGH CAPACITY UNBUNDLED LOCAL LOOP										990649-TP
	A.16.1	High Capacity Unbundled Local Loop - DS3 - Facility Termination		$404.58		$903.37	$528.05		$221.46	$154.90	
	A.16.2	High Capacity Unbundled Local Loop - DS3 - Per Mile		$11.77							
	A.16.4	High Capacity Unbundled Local Loop - OC3 - Facility Termination		$646.60		$966.45	$408.85		$111.56	$108.34	
	A.16.5	High Capacity Unbundled Local Loop - OC3 - Per Mile		$8.93							
	A.16.7	High Capacity Unbundled Local Loop - OC12 - Facility Termination		$2,053.06		$1,183.46	$408.85		$111.56	$108.34	
	A.16.8	High Capacity Unbundled Local Loop - OC12 - Per Mile		$10.99							
	A.16.10	High Capacity Unbundled Local Loop - OC48 - Facility Termination		$1,685.97		$1,183.46	$408.85		$111.56	$108.34	
	A.16.11	High Capacity Unbundled Local Loop - OC48 - Per Mile		$36.04							
	A.16.13	High Capacity Unbundled Local Loop - OC48 - Interface OC12 on OC48		$587.71		$543.72	$312.05		$111.56	$108.34	
	A.16.15	High Capacity Unbundled Local Loop - STS-1 - Facility Termination		$446.09		$903.37	$528.05		$221.46	$154.90	
	A.16.16	High Capacity Unbundled Local Loop - STS-1 - Per Mile		$11.77							
A.17	LOOP CONDITIONING										990649-TP
	A.17.1	Unbundled Loop Modification - Load Coil / Equipment Removal - short			$65.40						
	A.17.2	Unbundled Loop Modification - Load Coil / Equipment Removal - long			$341.63						"
	A.17.3	Unbundled Loop Modification - Bridged Tap Removal			$65.44						
	A.17.5	Unbundled Sub-Loop Modification - 2W/4W Copper Distribution Load Coil/Equipment Removal				$357.81	$8.15				
	A.17.6	Unbundled Sub-Loop Modification - 2W/4W Copper Distribution Bridged Tap Removal				$562.71	$10.19				
A.18	MULTIPLEXERS										990649-TP
	A.18.1	Channelization - Channel System DS1 to DS0		$153.60		$182.14	$125.18		$19.52	$18.14	
	A.18.2	Interface Unit - Interface DS1 to DS0 - OCU-DP Card		$2.20		$13.16	$9.43				
	A.18.3	Interface Unit - Interface DS1 to DS0 - BRITE Card		$3.83		$13.16	$9.43				
	A.18.4	Interface Unit - Interface DS1 to DS0 - Voice Grade Card		$1.45		$13.16	$9.43				
	A.18.5	Channelization - Channel System DS3 to DS1		$220.97		$356.40	$188.00		$61.64	$58.98	
	A.18.6	Interface Unit - Interface DS3 to DS1		$14.40		$13.16	$9.43				
A.19	LOOP TESTING BEYOND VOICE GRADE										990649-TP
	A.19.1	Loop Testing Beyond VG - Basic per 1/2 hour				$122.47	$58.63				"
	A.19.2	Loop Testing Beyond VG - Overtime per 1/2 hour				$160.22	$77.19				"
	A.19.3	Loop Testing Beyond VG - Premium per 1/2 hour				$197.97	$95.56				"
B.0	*UNBUNDLED LOCAL EXCHANGE PORTS AND FEATURES*										
B.1	EXCHANGE PORTS										990649-TP
	B.1.1	Exchange Ports - 2-Wire Analog Line Port (Res., Bus., Centrex, Coin)		$1.62		$4.76	$4.54		$2.76	$2.59	
	B.1.2	Exchange Ports - 4-Wire Analog Voice Grade Port		$8.74		$4.76	$4.54		$2.82	$2.64	
	B.1.3	Exchange Ports - 2-Wire DID Port		$9.38		$248.44	$37.49		$113.28	$7.12	
	B.1.4	Exchange Ports - DDITS Port		$63.31		$413.93	$191.44		$137.29	$4.65	
	B.1.5	Exchange Ports - 2-Wire ISDN Port		$10.20		$155.34	$106.00		$93.37	$20.98	
	B.1.6	Exchange Ports - 4-Wire ISDN DS1 Port		$95.39		$417.51	$203.18		$149.75	$37.93	
	B.1.7	Exchange Ports - 2-Wire Analog Line Port (PBX)		$1.62		$62.56	$29.70		$26.37	$1.69	
B.4	FEATURES										990649-TP
	B.4.10	Centrex Functionality		$.8903							
	B.4.13	Features per port		$3.40							
C.0	*UNBUNDLED SWITCHING AND LOCAL INTERCONNECTION*										
C.1	END OFFICE SWITCHING										990649-TP
	C.1.1	End Office Switching Function, Per MOU		$.0008846							
	C.1.2	End Office Trunk Port - Shared, Per MOU		$.0001893							
C.2	TANDEM SWITCHING										990649-TP

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Florida Prices
BellSouth/AT&T Interconnection Agreement

Cost Ref. No.	Description	Zone	Recurring	INSTALLATION			DISCONNECT			Source of Cost Study
				Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional	
C.2.1	Tandem Switching Function Per MOU		$.0001522							
C.2.2	Tandem Trunk Port - Shared, Per MOU		$.0002713							

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					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional	
D.0		*UNBUNDLED TRANSPORT AND LOCAL INTEROFFICE TRANSPORT*									
D.1		COMMON TRANSPORT									990649-TP
	D.1.1	Common Transport - Per Mile, Per MOU		$.0000039							
	D.1.2	Common Transport - Facilities Termination Per MOU		$.0004579							
D.2		INTEROFFICE TRANSPORT - DEDICATED - VOICE GRADE									990649-TP
	D.2.1	Interoffice Transport - Dedicated - 2-Wire Voice Grade - Per Mile		$.0098							
	D.2.2	Interoffice Transport - Dedicated - 2- Wire Voice Grade - Facility Termination		$26.52		$81.09	$54.83		$31.01	$12.78	
D.3		INTEROFFICE TRANSPORT - DEDICATED - DS0 - 56/64 KBPS									990649-TP
	D.3.1	Interoffice Transport - Dedicated - DS0 - Per Mile		$.0098							
	D.3.2	Interoffice Transport - Dedicated - DS0 - Facility Termination		$19.31		$81.11	$54.83		$31.01	$12.78	
D.4		INTEROFFICE TRANSPORT - DEDICATED - DS1									990649-TP
	D.4.1	Interoffice Transport - Dedicated - DS1 - Per Mile		$.2000							
	D.4.2	Interoffice Transport - Dedicated - DS1 - Facility Termination		$92.62		$178.59	$163.66		$30.30	$26.76	
D.5		LOCAL CHANNEL - DEDICATED									990649-TP
	D.5.1	Local Channel - Dedicated - 2-Wire Voice Grade	1	$29.33		$386.34	$66.36		$67.91	$5.92	
			2	$35.02		$386.34	$66.36		$67.91	$5.92	
			3			$386.34	$66.36		$67.91	$5.92	
	D.5.2	Local Channel - Dedicated - 4-Wire Voice Grade	1	$30.50		$387.21	$67.22		$68.78	$6.79	
			2	$36.18		$387.21	$67.22		$68.78	$6.79	
			3			$387.21	$67.22		$68.78	$6.79	
	D.5.7	Local Channel - Dedicated - DS3 - Per Mile		$9.16							
	D.5.8	Local Channel - Dedicated - DS3 - Facility Termination		$556.27		$903.37	$528.05		$221.46	$154.90	
	D.5.10	Local Channel - Dedicated - OC3 - Per Mile		$7.69							
	D.5.11	Local Channel - Dedicated - OC3 - Facility Termination		$933.43		$966.45	$408.85		$111.56	$108.34	
	D.5.13	Local Channel - Dedicated - OC12 - Per Mile		$10.99							
	D.5.14	Local Channel - Dedicated - OC12 - Facility Termination		$2,733.10		$1,183.46	$408.85		$111.56	$108.34	
	D.5.16	Local Channel - Dedicated - OC48 - Per Mile		$36.04							
	D.5.17	Local Channel - Dedicated - OC48 - Facility Termination		$1,929.99		$1,183.46	$408.85		$111.56	$108.34	
	D.5.19	Local Channel - Dedicated - OC48 - Interface OC12 on OC48		$581.95		$543.72	$312.05		$111.56	$108.34	
	D.5.21	Local Channel - Dedicated - STS-1 - Facility Termination		$565.48		$903.37	$528.05		$221.46	$154.90	
	D.5.23	Local Channel - Dedicated - STS-1 -Per Mile		$9.16							
	D.5.24	Local Channel - Dedicated - DS1	1	$43.53		$355.08	$307.54		$41.13	$28.28	
			2	$58.19		$355.08	$307.54		$41.13	$28.28	
			3	$108.24		$355.08	$307.54		$41.13	$28.28	
D.6		INTEROFFICE TRANSPORT - DEDICATED - DS3									990649-TP
	D.6.1	Interoffice Transport - Dedicated - DS3 - Per Mile		$4.17							
	D.6.2	Interoffice Transport - Dedicated - DS3 - Facility Termination		$1,121.93		$557.69	$325.61		$111.56	$108.34	
D.7		INTEROFFICE TRANSPORT - DEDICATED - OC3									990649-TP
	D.7.1	Interoffice Transport - Dedicated - OC3 - Per Mile		$8.24							
	D.7.2	Interoffice Transport - Dedicated - OC3 - Facility Termination		$3,020.08		$869.65	$312.05		$111.56	$108.34	
D.8		INTEROFFICE TRANSPORT - DEDICATED - OC12									990649-TP
	D.8.1	Interoffice Transport - Dedicated - OC12 - Per Mile		$26.45							
	D.8.2	Interoffice Transport - Dedicated - OC12 - Facility Termination		$11,599.14		$1,086.66	$312.05		$111.56	$108.34	

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BellSouth/AT&T Interconnection Agreement

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					Non Recurring	Nonrecurring		Non Recurring	Nonrecurring		
						First	Additional		First	Additional	
D.9	INTEROFFICE TRANSPORT - DEDICATED - OC48										990649-TP
	D.9.1	Interoffice Transport - Dedicated - OC48 - Per Mile		$34.07							
	D.9.2	Interoffice Transport - Dedicated - OC48 - Facility Termination		$12,460.76		$1,086.66	$312.05		$111.56	$108.34	
	D.9.4	Interoffice Transport - Dedicated - OC48 - Interface OC12 on OC48		$1,199.42		$543.72	$312.05		$111.56	$108.34	
D.10	INTEROFFICE TRANSPORT - DEDICATED - STS-1										990649-TP
	D.10.1	Interoffice Transport - Dedicated - STS-1 - Per Mile		$4.17							
	D.10.2	Interoffice Transport - Dedicated - STS-1 - Facility Termination		$1,105.98		$557.69	$325.61		$111.56	$108.34	
D.12	INTEROFFICE TRANSPORT - DEDICATED - 4-WIRE VOICE GRADE										990649-TP
	D.12.1	Interoffice Transport - Dedicated - 4-Wire Voice Grade - Per Mile		$.0098							
	D.12.2	Interoffice Transport - Dedicated - 4-Wire Voice Grade - Facility Termination		$23.64		$81.09	$54.83		$31.01	$12.78	
E.0	*SIGNALING NETWORK, DATA BASES, & SERVICE MANAGEMENT SYSTEMS*										
E.1	800 ACCESS TEN DIGIT SCREENING										990649-TP
	E.1.1	800 Access Ten Digit Screening, Per Call		$.0006531							
	E.1.2	800 Access Ten Digit Screening, Reservation Charge Per 800 Number Reserved				$5.16	$.88				
	E.1.3	800 Access Ten Digit Screening, Per 800 No. Established W/O POTS Translations				$11.88	$1.61		$9.14	$1.08	
	E.1.4	800 Access Ten Digit Screening, Per 800 No. Established With POTS Translations				$11.88	$1.61		$9.14	$1.08	
	E.1.5	800 Access Ten Digit Screening, Customized Area of Service Per 800 Number				$5.16	$2.58				
	E.1.6	800 Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 800 No.				$6.04	$3.46				
	E.1.7	800 Access Ten Digit Screening, Change Charge Per Request				$6.04	$.88				
	E.1.8	800 Access Ten Digit Screening, Call Handling and Destination Features				$5.16					
	E.1.9	800 Access Ten Digit Screening, w/ 8FL No. Delivery		$.0006531							
	E.1.10	800 Access Ten Digit Screening, w/ POTS No. Delivery		$.0006531							
E.2	LINE INFORMATION DATA BASE ACCESS (LIDB)										990649-TP
	E.2.1	LIDB Common Transport Per Query		$.0000234							
	E.2.2	LIDB Validation Per Query		$.0137460							
	E.2.3	LIDB Originating Point Code Establishment or Change			$68.66			$84.19			
E.3	CCS7 SIGNALING TRANSPORT										990649-TP
	E.3.1	CCS7 Signaling Connection, Per 56Kbps Facility		$18.78	$71.08			$32.88			
	E.3.2	CCS7 Signaling Termination, Per STP Port		$154.51							
	E.3.3	CCS7 Signaling Usage, Per Call Setup Message		$.0000166							
	E.3.4	CCS7 Signaling Usage, Per TCAP Message		$.0000666							
	E.3.7	CCS7 Signaling Connection, Per link (A link)		$18.78							
	E.3.8	CCS7 Signaling Connection, Per link (B link) (also known as D link)		$18.78							
	E.3.9	CCS7 Signaling Usage, Per ISUP Message		$.0000166							
	E.3.10	CCS7 Signaling Usage Surrogate, per link		$761.79							
	E.3.11	CCS7 Signaling Point Code, Establishment or Change, per STP affected			$58.04			$71.16			

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					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional	
E.4	BELLSOUTH CALLING NAME (CNAM) DATABASE (DB) SERVICE										990649-TP
	E.4.1	CNAM for DB Owners - Service Establishment, Manual				$45.92			$42.22		*
	E.4.2	CNAM for Non DB Owners - Service Establishment, Manual				$45.92			$42.22		*
	E.4.3	CNAM for DB Owners Service Provisioning with Point Code Establishment				$1,962.41	$1,466.16		$538.03	$395.61	*
	E.4.4	CNAM for Non DB Owners Service Provisioning with Point Code Establishment				$684.89	$490.44		$550.69	$395.61	*
	E.4.5	CNAM for DB and Non DB Owners, Per Query		$.0010353							
E.5	BELLSOUTH ACCESS TO E911 SERVICE										990649-TP
	E.5.1	BellSouth E911 Access - Local Channel - Dedicated - 2-wire Voice Grade (Same as D.5.1)	1	$29.33		$386.34	$66.36		$67.91	$5.92	
			2	$35.02		$386.34	$66.36		$67.91	$5.92	
			3			$386.34	$66.36		$67.91	$5.92	
	E.5.2	BellSouth E911 Access - Interoffice Transport - Dedicated - 2-wire Voice Grade Per Mile (Same as D.2.1)		$.0098							
	E.5.3	BellSouth E911 Access - Interoffice Transport - Dedicated - 2-wire Voice Grade Per Facility Termination (Same as D.2.2)		$26.52		$81.09	$54.83		$31.01	$12.78	
	E.5.4	BellSouth E911 Access - Local Channel - Dedicated - DS1 (Same as D.5.24)	1	$43.53		$355.08	$307.54		$41.13	$28.28	
			2	$58.19		$355.08	$307.54		$41.13	$28.28	
			3	$108.24		$355.08	$307.54		$41.13	$28.28	
	E.5.5	BellSouth E911 Access - Interoffice Transport - Dedicated - DS1 Per Mile (Same as D.4.1)		$.2000							
	E.5.6	BellSouth E911 Access - Interoffice Transport - Dedicated - DS1 Per Facility Termination (Same as D.4.2)		$92.62		$178.59	$163.66		$30.30	$26.76	
E.6	LNP QUERY SERVICE										990649-TP
	E.6.1	LNP Cost Per query		$.0008720							
	E.6.2	LNP Service Establishment Manual				$25.04			$23.03		*
	E.6.3	LNP Service Provisioning with Point Code Establishment				$1,187.38	$606.60		$538.03	$395.61	*
G.0	SELECTIVE ROUTING										
G.9	SELECTIVE ROUTING (INTERIM SOLUTION LINE CLASS CODES)										990649-TP
	G.9.1	Selective Routing Per Unique Line Class Code Per Request Per Switch			$169.46			$28.23			
G.11	SELECTIVE CARRIER ROUTING (AIN SOLUTION)										990649-TP
	G.11.1	Service Establishment per CLEC			$202,270.80			$17,188.36			
	G.11.2	Service Establishment per End Office			$341.01			$3.39			
	G.11.4	Query Cost		$.0034057							

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(#230575)

Florida Prices
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					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional	
H.0	*COLLOCATION*										
H.1	PHYSICAL COLLOCATION										000731-TP
	H.1.1	Physical Collocation - Application Cost			$3,760.00			$1.01			
	H.1.46	Physical Collocation - Application Cost - Subsequent			$3,134.00						
	H.1.41	Space Preparation - C.O. Modification per square ft.		$2.56							
	H.1.42	Space Preparation - Common Systems Modification per sq ft. - Cageless		$2.85							
	H.1.43	Space Preparation - Common Systems Modification - per Cage		$96.92							
	H.1.45	Firm Order Processing			$1,202.00						
	H.1.23	Physical Collocation - Welded Wire Cage First 100 Sq. Ft.		$204.33							
	H.1.24	Physical Collocation - Welded Wire Cage Addn'l 50 Sq. Ft.		$20.04							
	H.1.5	Physical Collocation - Cable Installation Cost per Cable			$1,744.00			$45.00			
	H.1.6	Physical Collocation - Floor Space per Sq. Ft		$8.47							
	H.1.7	Physical Collocation - Cable Support Structure per Entrance Cable		$19.86							
	H.1.8	Physical Collocation - Power, per Fused AMP		$8.72							
	H.1.50	Physical Collocation - 120V, Single Phase Standby Pwr Cost		$5.56							
	H.1.51	Physical Collocation - 240V, Single Phase Standby Pwr / AC Breaker AMP		$11.14							
	H.1.52	Physical Collocation - 120V, Three Phase Standby Pwr/ AC Breaker AMP		$16.70							
	H.1.53	Physical Collocation - 277V, Three Phase Standby Pwr/ AC Breaker AMP		$38.57							
	H.1.9	Physical Collocation - 2-Wire Cross-Connects		$0.0321		$24.60	$23.60		$11.73	$10.58	
	H.1.10	Physical Collocation - 4-Wire Cross-Connects		$0.064		$24.79	$23.74		$11.99	$10.76	
	H.1.11	Physical Collocation - DS1 Cross-Connects		$1.38		$44.07	$31.86		$12.03	$10.87	
	H.1.12	Physical Collocation - DS3 Cross-Connects		$17.61		$41.79	$30.40		$13.85	$11.11	
	H.1.13	Physical Collocation - 2 Wire POT Bay		$0.1053							
	H.1.14	Physical Collocation - 4 Wire POT Bay		$0.2107							
	H.1.15	Physical Collocation - DS1 POT Bay		$1.49							
	H.1.16	Physical Collocation - DS3 POT Bay		$13.26							
	H.1.31	Physical Collocation - 2-Fiber Cross-Connects		$3.49		$41.79	$30.41		$13.86	$11.11	
	H.1.32	Physical Collocation - 4-Fiber Cross-Connects		$6.20		$51.11	$39.73		$18.23	$15.48	
	H.1.33	Physical Collocation - 2-Fiber POT Bay		$45.28							
	H.1.34	Physical Collocation - 4-Fiber POT Bay		$61.06							
	H.1.17	Physical Collocation - Security Escort - Basic per Half Hour				$33.86	$21.45				
	H.1.18	Physical Collocation - Security Escort - Overtime per Half Hour				$44.11	$27.72				
	H.1.19	Physical Collocation - Security Escort - Premium per Half Hour				$54.35	$33.98				
	H.1.37	Security Access System - Security System per Central Office Premises per assignable square foot		$0.0113							
	H.1.38	Security Access System - New Access Card Activation, per card		$0.0592	$55.59						
	H.1.39	Security Access System - Administrative Charge, Existing Card, per Card			$15.59						
	H.1.40	Access Card, Replace lost or stolen card, per card			$45.58						
	H.1.54	Security Access - Initial Key, per Key			$26.20						
	H.1.55	Security Access - Key, Replace Lost or Stolen Key, per Key			$26.20						
	H.1.47	Space Availability Report per C.O.			$2,151.00						
	H.1.48	Co-Carrier Cross-Connect Fiber Cable Support Structure/ Linear Ft./ Ca		$0.0028	$535.54						
	H.1.49	Co-Carrier Cross-Connect Copper or Coaxial Ca Support Str/ Linear Ft./ Ca		$0.0041	$535.54						

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BellSouth/AT&T Interconnection Agreement

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H.2	VIRTUAL COLLOCATION										000731-TP
	H.2.1	Virtual Collocation - Application Cost			$2,411.00			$1.01			
	H.2.2	Virtual Collocation - Cable Installation Cost Per Cable			$1,744.00			$45.00			
	H.2.3	Virtual Collocation - Floor Space Per Sq. Ft.		$8.47							
	H.2.4	Virtual Collocation - Power per Fused Amp		$8.72							
	H.2.5	Virtual Collocation - Cable Support Structure, Per Entrance Cable		$17.38							
	H.2.6	Virtual Collocation - 2-wire Cross Connects		$0.0299		$24.60	$23.60		$11.73	$10.58	
	H.2.7	Virtual Collocation - 4-wire Cross Connects		$0.0598		$24.79	$23.74		$11.99	$10.76	
	H.2.8	Virtual Collocation - DS1 Cross Connects		$1.38		$44.07	$31.86		$12.03	$10.87	
	H.2.9	Virtual Collocation - DS3 Cross Connects		$17.61		$41.79	$30.40		$13.85	$11.11	
	H.2.10	Virtual Collocation - Security Escort - Basic, Per Half Hour				$33.86	$21.45				
	H.2.11	Virtual Collocation - Security Escort - Overtime, Per Half Hour				$44.11	$27.72				
	H.2.12	Virtual Collocation - Security Escort - Premium, Per Half Hour				$54.35	$33.98				
	H.2.16	Virtual Collocation - 2-Fiber Cross Connects		$3.54		$41.79	$30.41		$13.86	$11.11	
	H.2.17	Virtual Collocation - 4-Fiber Cross Connects		$7.08		$51.11	$39.73		$18.23	$15.48	
	H.2.20	Virtual Collocation - Maintenance in the CO - Basic, per Half Hour				$55.87	$21.45				
	H.2.21	Virtual Collocation - Maintenance in the CO - Overtime, per Half Hour				$72.97	$27.72				
	H.2.22	Virtual Collocation - Maintenance in the CO - Premium, per Half Hour				$90.07	$33.98				
H.3	ASSEMBLY POINT										000731-TP
	H.3.1	Assembly Point: 2-Wire Cross Connects		$0.8956		$24.60	$23.60		$11.73	$10.58	
	H.3.2	Assembly Point: 4-Wire Cross Connects		$1.79		$24.79	$23.74		$11.99	$10.76	
	H.3.3	Assembly Point: DS-1 Cross Connects		$12.23		$44.07	$31.86		$12.03	$10.87	
H.4	ADJACENT COLLOCATION										000731-TP
	H.4.1	Adjacent Collocation - Space Cost per Sq. Ft.		$0.1809							
	H.4.2	Adjacent Collocation - Electrical Facility Cost per Linear Ft.		$5.96							
	H.4.3	Adjacent Collocation - 2-Wire Cross-Connects		$0.0248		$24.60	$23.60		$11.73	$10.58	
	H.4.4	Adjacent Collocation - 4-Wire Cross-Connects		$0.0497		$24.79	$23.74		$11.99	$10.76	
	H.4.5	Adjacent Collocation - DS1 Cross-Connects		$1.28		$44.07	$31.86		$12.03	$10.87	
	H.4.6	Adjacent Collocation - DS3 Cross-Connects		$17.35		$41.79	$30.40		$13.85	$11.11	
	H.4.7	Adjacent Collocation - 2-Fiber Cross-Connects		$2.94		$41.79	$30.41		$13.86	$11.11	
	H.4.8	Adjacent Collocation - 4-Fiber Cross-Connects		$5.62		$51.11	$39.73		$18.23	$15.48	
	H.4.16	Adjacent Collocation - 120V, Single Phase Standby Power Cost		$5.56							
	H.4.17	Adjacent Collocation - 240V, Single Phase Standby Pwr/ AC Breaker AMP		$11.14							
	H.4.18	Adjacent Collocation - 120V, Three Phase Standby Pwr / AC Breaker AMP		$16.70							
	H.4.19	Adjacent Collocation - 277V, Three Phase Standby Pwr/ AC Breaker AMP		$38.57							
	H.4.9	Adjacent Collocation - Application Cost			$3,154.00			$1.01			
	H.1.7	Adjacent Collocation - Cable Support Structure per Entrance Cable		$19.86							
H.6	PHYSICAL COLLOCATION IN THE REMOTE TERMINAL (RT) B538										000731-TP
	H.6.1	Physical Collocation in the RT - Application Fee			$615.61			$327.59			
	H.6.2	Physical Collocation in the Remote Terminal (RT) per Bay / Rack:		$233.38							
	H.6.3	Physical Collocation in the RT - Security Access - Key			$26.20						
	H.6.4	Physical Collocation in the RT - Space Availability Report per premises requested			$231.82						
	H.6.5	Physical Collocation in the RT- Remote Site CLLI Code Request, per CLLI Code Requested			$75.13						
H.7	COLLOCATION CABLE RECORDS										000731-TP
	H.7.1	Collocation Cable Records - per cable record				$1,519.00	$976.57		$266.08	$266.08	*
	H.7.2	Collocation Cable Records - VG/DS0 Cable, per cable record				$654.05	$654.05		$378.36	$378.36	*
	H.7.3	Collocation Cable Records - VG/DS0 Cable, per each 100 pair				$9.62	$9.62		$11.80	$11.80	*
	H.7.4	Collocation Cable Records - DS1, per T1TIE				$4.50	$4.50		$5.52	$5.52	*
	H.7.5	Collocation Cable Records - DS3, per T3TIE				$15.76	$15.76		$19.32	$19.32	*
	H.7.6	Collocation Cable Records - Fiber Cable, per cable record				$169.04	$169.04		$154.31	$154.31	*

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H.8	VIRTUAL COLLOCATION IN THE REMOTE TERMINAL (RT)										
	H.8.1	Virtual Collocation in the RT - Application Fee			$615.61			$327.59			000731-TP
	H.8.2	Virtual Collocation in the Remote Terminal (RT) per Bay / Rack		$233.38							
	H.8.3	Virtual Collocation in the RT - Space Availability Report per premises requested			$231.82						
	H.8.4	Virtual Collocation in the RT- Remote Site CLLI Code Request, per CLLI Code Requested			$75.13						
I.0	*INTERIM SERVICE PROVIDER NUMBER PORTABILITY*										
I.1	INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF										990649-TP
	I.1.1	Service Provider Number Portability - RCF, Per Number Ported		$2.37	$.5163			$.0560			
	I.1.2	Service Provider Number Portability - RCF, Per Additional Path		$.8288							
I.2	SERVICE PROVIDER NUMBER PORTABILITY - DID										990649-TP
	I.2.1	Service Provider Number Portability - DID, Per Number Ported, Residence			$.8621			$.9349			
	I.2.2	Service Provider Number Portability - DID, Per Number Ported, Business			$.8621			$.9349			
	I.2.4	Service Provider Number Portability - DID, Per Trunk Termination, Initial		$63.31	$390.60			$57.57			
	I.2.5	Service Provider Number Portability - DID, Per Trunk Termination, Subsequent		$63.31	$141.73			$57.57			
I.4	SERVICE PROVIDER NUMBER PORTABILITY RIPH										990649-TP
	I.4.1	Service Provider Number Portability - RIPH, Functionality, Per Central office			$164.15			$4.99			
	I.4.2	Service Provider Number Portability - RIPH, Functionality, Per Rearrangement			$39.64						
	I.4.3	Service Provider Number Portability - RI-PH, Per Number Ported		$2.11	$.3922			$.0425			
J.0	*OTHER*										
J.1	DARK FIBER										990649-TP
	J.1.2	Dark Fiber, Per Four Fiber Strands, Per Route Mile or Fraction Thereof - Local Channel/Loop		$58.35		$1,278.62	$275.82		$587.64	$366.34	
	J.1.3	Dark Fiber, Per Four Fiber Strands, Per Route Mile or Fraction Thereof - Interoffice		$28.82		$1,278.62	$275.82		$587.64	$366.34	
J.3	LOOP MAKE UP										990649-TP
	J.3.1	Mechanized Loop Make up		$.6888							
	J.3.3	Manual Loop Make-up w/o Facility Reservation Number			$132.82						
	J.3.4	Manual Loop Make-up w/ Facility Reservation Number			$138.61						
J.4	LINE SHARING SPLITTER - DATA										000731-TP
	J.4.1	Line Sharing Splitter, per System 96 Line Capacity in the Central Office (LSOD)		$201.46	$377.72			$346.60			
	J.4.2	Line Sharing Splitter, per System 24 Line Capacity in the Central Office (LSOD)		$50.37	$377.72			$346.60			
	J.4.3	Line Sharing Splitter - per Line Activation in the Central Office (LSOD)		$7.54		$37.02	$21.20		$19.49	$9.57	
	J.4.4	Line Sharing Splitter - per Subsequent Activity per Line Rearrangement (LSR)				$32.78	$16.38				
	J.4.6	Line Sharing - per CLEC/DLEC Owned Splitter in the Central Office - per LSOD			$115.29			$85.97			
	J.4.7	Line Sharing - per CLEC/DLEC Owned Splitter in the Central Office - per occurrence of each group of 24 lines (48 pairs)			$57.72			$11.09			
J.5	ACCESS TO THE DCS										990649-TP
	J.5.1	Customer Reconfiguration Establishment				$2.95			$3.41		
	J.5.2	DS1 DCS Termination with DS0 Switching		$28.51		$51.10	$39.33		$30.82	$24.79	
	J.5.3	DS1 DCS Termination with DS1 Switching		$12.14		$36.94	$25.16		$22.63	$16.60	
	J.5.4	DS3 DCS Termination with DS1 Switching		$153.17		$51.10	$39.33		$30.82	$24.79	

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K.0	*ADVANCED INTELLIGENT NETWORK (AIN) SERVICES*										
K.1	BELLSOUTH AIN SMS ACCESS SERVICE										990649-TP
	K.1.1	AIN SMS Access Service - Service Establishment, Per State, Initial Setup			$78.90			$81.39			
	K.1.2	AIN SMS Access Service - Port Connection - Dial/Shared Access			$15.66			$18.18			
	K.1.3	AIN SMS Access Service - Port Connection - ISDN Access			$15.66			$18.18			
	K.1.4	AIN SMS Access Service - User Identification Codes - Per User ID Code			$70.03			$54.13			
	K.1.5	AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			$83.79			$23.42			
	K.1.6	AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)		$.0030							
	K.1.7	AIN SMS Access Service - Session, Per Minute		$.8102							
	K.1.8	AIN SMS Access Service - Company Performed Session, Per Minute		$.8348							
K.2	BELLSOUTH AIN TOOLKIT SERVICE										990649-TP
	K.2.1	AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			$78.90			$81.39			
	K.2.2	AIN Toolkit Service - Training Session, Per Customer			$8,407.34						
	K.2.3	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt			$15.66			$18.17			
	K.2.4	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay			$15.66			$18.17			
	K.2.5	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate			$15.66			$18.17			
	K.2.6	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP			$68.95			$28.72			
	K.2.7	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP			$68.95			$28.72			
	K.2.8	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code			$68.95			$28.72			
	K.2.9	AIN Toolkit Service - Query Charge, Per Query		$.0549426							
	K.2.10	AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query		$.0067157							
	K.2.11	AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes		$.07							
	K.2.12	AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription		$12.23	$15.66			$11.01			
	K.2.13	AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription		$3.89	$17.32						
	K.2.14	AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription		$8.48	$15.66			$11.01			
	K.2.15	AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription		$.13	$17.32						
L.0	*ACCESS DAILY USAGE FILE (ADUF)*										
L.1	ACCESS DAILY USAGE FILE (ADUF)										990649-TP
	L.1.1	ADUF, Message Processing, per message		$.014367							
	L.1.3	ADUF, Data Transmission (CONNECT:DIRECT), per message		$.0012975							
M.0	*DAILY USAGE FILES*										
M.1	ENHANCED OPTIONAL DAILY USAGE FILE										990649-TP
	M.1.1	Enhanced Optional Daily usage File: Message Processing, Per Message		$.228759							
M.2	OPTIONAL DAILY USAGE FILE										990649-TP
	M.2.1	Optional Daily Usage File: Recording, per Message		$.0000082							
	M.2.2	Optional Daily Usage File: Message Processing, Per Message		$.006814							
	M.2.3	Optional Daily Usage File: Message Processing, Per Magnetic Tape Provisioned		$48.78							
	M.2.4	Optional Daily Usage File: Data Transmission (CONNECT:DIRECT), Per Message		$.00010812							
N.0	*NONRECURRING COSTS*										
N.1	SERVICE ORDER										990649-TP
	N.1.1	Electronic Service Order, per local service request			$2.75			$0.42			
	N.1.2	Manual Service Order, per local service request			$21.56			$3.84			
	N.1.5	Order Coordination			$16.31						
	N.1.6	Order Coordination for Specified Conversion Time			$36.18						

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P.0	UNBUNDLED LOOP COMBINATIONS										
	NOTE: New (not currently combined) loop/transport (EEL) combinations are only available in Miami, Tampa and Orlando MSAs in Zone Density 1 for customers with four or more lines.										
P.1	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES, BUS, COIN, CENTREX, PBX)										990649-TP
	P.1.RESBUS	2-Wire VG Loop/Port Combo (Res, Bus, Coin) - switch-as-is	1	$16.25		$.1964	$.1964				
			2	$19.86		$.1964	$.1964				
			3	$25.60		$.1964	$.1964				
	P.1.PBX	2-Wire VG Loop/Port Combo (PBX) - switch-as-is	1	$16.25		$15.82	$3.80				
			2	$19.86		$15.82	$3.80				
			3	$25.60		$15.82	$3.80				
	P.1.CENTREX	2-Wire VG Loop/Port Combo (Centrex) - switch-as-is	1	$17.14		$85.47	$33.37				
			2	$20.75		$85.47	$33.37				
			3	$26.49		$85.47	$33.37				
	P.1.17	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group			$14.64						
P.3	2-WIRE VOICE GRADE LOOP WITH 2-WIRE DID TRUNK PORT										990649-TP
	P.3	2-Wire VG Loop/2-Wire DID Trunk Port - switch-as-is	1	$27.84		$14.62	$3.73				
			2	$31.79		$14.62	$3.73				
			3	$37.23		$14.62	$3.73				
	P.3.7	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			$53.57						
P.4	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT										990649-TP
	P.4	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - switch-as-is	1	$30.99		$86.79	$54.04				
			2	$36.41		$86.79	$54.04				
			3	$39.30		$86.79	$54.04				
P.5	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT										990649-TP
	P.5	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - switch-as-is	1	$187.87		$247.97	$157.17				
			2	$215.07		$247.97	$157.17				
			3	$290.08		$247.97	$157.17				
	P.5.5	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Subsequent Channel Activation - Per Channel			$29.06						
	P.5.6	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Subsequent Inward/2-Way Telephone Numbers			$.9804						
	P.5.7	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Subsequent Outward Telephone Numbers			$23.02						
	P.5.8	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Subsequent Inward Telephone Numbers			$46.05						

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P.6	EXTENDED 2-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT										990649-TP
	P.6-1	First 2W VG in DS1	1	$266.14							
			2	$270.09							
			3	$275.53							
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93	
		Nonrecurring Cost - New Extended 2-wire VG Loop with Dedicated DS1 Interoffice Transport - See Note on page 11				$625.63	$342.38		$150.32	$45.80	
	P.6-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		$.2000							
	P.6-3	Additional 2W VG in same DS1	1	$19.93							
			2	$23.87							
			3	$29.32							
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77				
P.7	EXTENDED 4-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT										990649-TP
	P.7-1	First 4W VG in DS1	1	$277.86							
			2	$290.67							
			3	$311.86							
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93	
		Nonrecurring Cost - New Extended 4-wire VG Loop with Dedicated DS1 Interoffice Transport - See Note on page 11				$625.63	$342.38		$150.32	$45.80	
	P.7-2	Per Mile									
	P.7-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		$.2000							
	P.7-3	Additional 4W VG in same DS1	1	$31.65							
			2	$44.45							
			3	$65.64							
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77				

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P.8	EXTENDED 4-WIRE 56 OR 64 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT										990649-TP
	P.8-1	First 4W 56 / 64 in DS1	1	$282.32							
			2	$293.13							
			3	$299.27							
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93	
		Nonrecurring Cost - New Extended 4-wire 56 or 64 Kbps Loop with Dedicated DS1 Interoffice Transport - See Note on page 11				$625.63	$342.38		$150.32	$45.80	
	P.8-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		$.2000							
	P.8-3	Additional 4W 56 / 64 in same DS1	1	$36.10							
			2	$46.92							
			3	$53.05							
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77				
P.11	EXTENDED 4-WIRE DS1 DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT										990649-TP
	P.11-1	Fixed	1	$185.10							
			2	$212.30							
			3	$287.31							
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93	
		Nonrecurring Cost - New Extended 4-wire DS1 Digital Loop with Dedicated DS1 Interoffice Transport - See Note on page 11				$644.46	$421.86		$154.33	$57.41	
	P.11-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		$.2000							
P.13	EXTENDED 4-WIRE DS1 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT										990649-TP
	P.13-1	First DS1 in DS3	1	$1,449.79							
			2	$1,476.98							
			3	$1,552.00							
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93	
		Nonrecurring Cost - New Extended 4-wire DS1 Digital Loop with Dedicated DS3 Interoffice Transport - See Note on page 11				$1,192.63	$565.26		$166.14	$69.04	
	P.13-2	D.6.1 Interoffice Transport - Dedicated - DS3 - Per Mile		$4.17							
	P.13-3	Additional DS1 in same DS3	1	$106.89							
			2	$134.08							
			3	$209.10							
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77				

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** Cost Ref. No. A.6, A.7, A.8, A.13.1, A.14.1, and A.17.2 updated to reflect costs in letter to Commission filed 11/14/00.

Florida Prices
BellSouth/AT&T Interconnection Agreement

Cost Ref. No.		Description	Zone	Recurring	INSTALLATION			DISCONNECT			Source of Cost Study
					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional	
P.15	4-WIRE DS1 DIGITAL LOOP WITH DDITS PORT										990649-TP
	P.15	4-Wire DS1 Digital Loop with DDITS Port - switch-as-is	1	$155.79		$268.82	$134.07				
			2	$182.98		$268.82	$134.07				
			3	$258.00		$268.82	$134.07				
	P.15.5	4-Wire DS1 Digital Loop / DDITS Trunk Port Combination -Subsequent Channel Activation - Per Channel			$28.96						
P.16	2-WIRE LOOP/ 2 WIRE VOICE GRADE IO TRANSPORT/ 2 WIRE PORT										990649-TP
	P.16-1	Fixed - Switch-as-is	1	$46.62		$16.97	$3.73				
			2	$50.57		$16.97	$3.73				
			3	$56.01		$16.97	$3.73				
	P.16-2	D.2.1 Interoffice Transport - Dedicated - 2-Wire Voice Grade - Per Mile		$.0098							
P.23	EXTENDED 2-WIRE VOICE GRADE LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT										990649-TP
	P.23-1	Fixed	1	$45.00							
			2	$48.95							
			3	$54.39							
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93	
		Nonrecurring Cost - 2-wire VG Extended Loop with 2-wire VG Interoffice Transport - NEW				$343.67	$178.91		$146.42	$43.08	
	P.23-2	D.2.1 Interoffice Transport - Dedicated - 2-Wire Voice Grade - Per Mile		$.0098							
P.24	4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT										990649-TP
	P.24-1	Fixed	1	$53.85							
			2	$66.65							
			3	$87.84							
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93	
		Nonrecurring Cost - New Extended 4-wire VG Loop with 4-wire VG Interoffice Transport - See Note on page 11				$343.67	$178.91		$146.42	$43.08	
	P.24-2	D.12.1 Interoffice Transport - Dedicated - 4-Wire Voice Grade - Per Mile		$.0098							
P.25	EXTENDED DS3 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT										990649-TP
	P.25-1	Fixed		$1,526.51							
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93	
		Nonrecurring Cost - New Extended DS3 Digital Loop with Dedicated DS3 Interoffice Transport - See Note on page 11				$999.53	$508.21		$176.22	$83.03	
	P.25-2	D.6.1 Interoffice Transport - Dedicated - DS3 - Per Mile		$4.17							
	P.25-3	A.16.2 High Capacity Unbundled Local Loop - DS3 - Per Mile		$11.77							

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Florida Prices
BellSouth/AT&T Interconnection Agreement

Cost Ref. No.		Description	Zone	Recurring	INSTALLATION			DISCONNECT			Source of Cost Study
					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional	
P.26	EXTENDED STS1 DIGITAL LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT										990649-TP
	P.26-1	Fixed		$1,552.07							
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93	
		Nonrecurring Cost - New Extended STS1 Digital Loop with Dedicated STS1 Interoffice Transport - See Note on page 11				$999.53	$508.21		$176.22	$83.03	
	P.26-2	D.10.1 Interoffice Transport - Dedicated - STS-1 - Per Mile		$4.17							
	P.26-3	A.16.16 High Capacity Unbundled Local Loop - STS-1 - Per Mile		$11.77							
P.50	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT										990649-TP
	P.50.VG-1	First Voice Grade in DS1 - Switch-as-is	1	$218.41		$310.80	$16.72				
			2	$245.61		$310.80	$16.72				
			3	$320.62		$310.80	$16.72				
	P.50.VG-2	Additional Voice Grade in same DS1		$2.29							
	P.50.DID-1	First 2-Wire DID in DS1 - Switch-as-is	1	$226.18		$310.80	$16.72				
			2	$253.37		$310.80	$16.72				
			3	$328.39		$310.80	$16.72				
	P.50.DID-2	Additional 2-Wire DID in same DS1		$10.05							
	P.50.ISDN-1	First ISDN in DS1 - Switch-as-is	1	$229.38		$310.80	$16.72				
			2	$256.57		$310.80	$16.72				
			3	$331.59		$310.80	$16.72				
	P.50.ISDN-2	Additional ISDN in same DS1		$13.25							
	P.50.4	4-Wire DS1 Loop/Channelization Port Combination - Subsequent Activity - Add Lines - Per Line			$109.12						
	P.50.5	4-Wire DS1 Loop/Channelization Port Combination - Subsequent Activity - Add Trunks - Per Trunk			$154.10						
P.51	EXTENDED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPORT										990649-TP
	P.51-1	First 2-Wire ISDN in DS1	1	$278.38							
			2	$284.50							
			3	$285.67							
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93	
		Nonrecurring Cost - New Extended 2-Wire ISDN Loop with DS1 Interoffice Transport - See Note on page 11				$625.63	$342.38		$150.32	$45.80	
	P.51-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		$.2000							
	P.51-3	Additional 2-wire IDSN in same DS1	1	$32.16							
			2	$38.29							
			3	$39.46							
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77				

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Florida Prices
BellSouth/AT&T Interconnection Agreement

Cost Ref. No.	Description	Zone	Recurring	INSTALLATION			DISCONNECT			Source of Cost Study
				Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional	

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Florida Prices
BellSouth/AT&T Interconnection Agreement

Cost Ref. No.		Description	Zone	Recurring	INSTALLATION			DISCONNECT			Source of Cost Study
					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional	
P.52	EXTENDED 4-WIRE DS1 DIGITAL LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT										990649-TP
	P.52-1	First in DS1 in STS1	1	$1,433.84							
			2	$1,461.03							
			3	$1,536.05							
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93	
		Nonrecurring Cost - New Extended 4-Wire DS1 Digital Loop with Dedicated STS-1 Interoffice ransport - See Note on page 11				$1,192.63	$565.27		$166.15	$69.04	
	P.52-2	D.10.1 Interoffice Transport - Dedicated - STS-1 - Per Mile		$4.17							
	P.52-3	Additional DS1 in same STS1	1	$106.89							
			2	$134.08							
			3	$209.10							
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77				
P.53	EXTENDED 2-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX										990649-TP
	P.53-1	First 2-Wire VG in First DS1 in DS3	1	$501.52							
			2	$505.46							
			3	$510.90							
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93	
		Nonrecurring Cost - New Extended 2-Wire VG Loop with Dedicated DS1 Interoffice Transport with 3/1 Mux - See Note on page 11				$625.63	$342.38		$150.32	$45.80	
	P.53-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		$.2000							
	P.53-3	Additional 2-Wire VG in same DS1	1	$19.93							
			2	$23.87							
			3	$29.32							
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77				
	P.53-4	Additional DS1 in same DS3		$260.62							
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77				

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Florida Prices
BellSouth/AT&T Interconnection Agreement

Cost Ref. No.		Description	Zone	Recurring	INSTALLATION			DISCONNECT			Source of Cost Study
					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional	
P.54	EXTENDED 4-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX										990649-TP
	P.54-1	First 4-Wire VG in First DS1 in DS3	1	$513.24							
			2	$526.04							
			3	$547.23							
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93	
		Nonrecurring Cost - New Extended 4-Wire VG Loop with Dedicated DS1 Interoffice Transport with 3/1 Mux - **See Note on page 11**				$625.63	$342.38		$150.32	$45.80	
	P.54-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		$.2000							
	P.54-3	Additional 4-Wire VG in same DS1	1	$31.65							
			2	$44.45							
			3	$65.64							
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77				
	P.54-4	Additional DS1 in same DS3		$260.62							
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77				
P.55	EXTENDED 4-WIRE 56 OR 64 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX										990649-TP
	P.55-1	First 4-Wire in First DS1 in DS3	1	$517.69							
			2	$528.51							
			3	$534.64							
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93	
		Nonrecurring Cost - New Extended 4-Wire 56 or 64 Kbps Loop with Dedicated DS1 Interoffice Transport with 3/1 Mux - **See Note on page 11**				$625.63	$342.38		$150.32	$45.80	
	P.55-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		$.2000							
	P.55-3	Additional 4-Wire in same DS1	1	$36.10							
			2	$46.92							
			3	$53.05							
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77				
	P.55-4	Additional DS1 in same DS3		$260.62							
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77				

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(#230676)

Florida Prices
BellSouth/AT&T Interconnection Agreement

Cost Ref. No.		Description	Zone	Recurring	INSTALLATION			DISCONNECT			Source of Cost Study
					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional	
P.56	EXTENDED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX										990649-TP
	P.56-1	First 2-Wire in First DS1 in DS3	1	$513.75							
			2	$519.88							
			3	$521.05							
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93	
		Nonrecurring Cost - New Extended 2-Wire ISDN Loop with Dedicated DS1 Interoffice Transport with 3/1 Mux - **See Note on page 11**				$625.63	$342.38		$150.32	$45.80	
	P.56-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		$.2000							
	P.56-3	Additional 2-Wire in same DS1	1	$32.16							
			2	$38.29							
			3	$39.46							
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77				
	P.56-4	Additional DS1 in same DS3		$260.62							
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77				
P.57	EXTENDED 4-WIRE DS1 DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX										990649-TP
	P.57-1	First 4-Wire DS1 in DS3	1	$420.48							
			2	$447.67							
			3	$522.69							
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93	
		Nonrecurring Cost - New Extended 4-Wire DS1 Digital Loop with Dedicated DS1 Interoffice Transport with 3/1 Mux - **See Note on page 11**				$625.63	$342.38		$150.32	$45.80	
	P.57-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		$.2000							
	P.57-3	Additional 4-Wire DS1 in same DS3	1	$199.51							
			2	$226.70							
			3	$301.72							
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77				

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Florida Prices
BellSouth/AT&T Interconnection Agreement

Cost Ref. No.		Description	Zone	Recurring	INSTALLATION			DISCONNECT			Source of Cost Study
					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional	
P.58	EXTENDED 4-WIRE 56 OR 64 KBPS DIGITAL LOOP WITH DS0 INTEROFFICE TRANSPORT										990649-TP
	P.58-1	Fixed	1	$53.21							
			2	$64.03							
			3	$70.17							
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93	
		Nonrecurring Cost - New Extended 4-Wire 56 or 64 Kbps Digital Loop with Dedicated DS0 Interoffice Transport - **See Note on page 11**				$343.67	$178.91		$146.42	$43.08	
	P.58-2	D.3.1 Interoffice Transport - Dedicated - DS0 - Per Mile		$.0098							

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2.11 **Special Access Service Conversions**

2.11.1 AT&T may not convert special access services to combinations of loop and transport network elements, whether or not AT&T self-provides its entrance facilities (or obtains entrance facilities from a third party), unless AT&T 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 AT&T requests to convert any special access services to combinations of loop and transport network elements at UNE prices, AT&T shall provide to BellSouth a letter certifying that AT&T 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 AT&T seeks to qualify for conversion of special access circuits AT&T shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

2.11.2 AT&T certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at AT&T'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, AT&T is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. AT&T 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

2.11.3 AT&T 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 AT&T'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

2.11.4 The requesting carrier 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 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. AT&T 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.

2.11.5 In addition, there may be extraordinary circumstances where AT&T is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 2.11.1. In such case, AT&T 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 AT&T's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

2.11.6 BellSouth may at its sole discretion audit AT&T records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. The audit shall be conducted by a third party independent auditor, and AT&T shall be given thirty 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, AT&T shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that AT&T 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 AT&T.

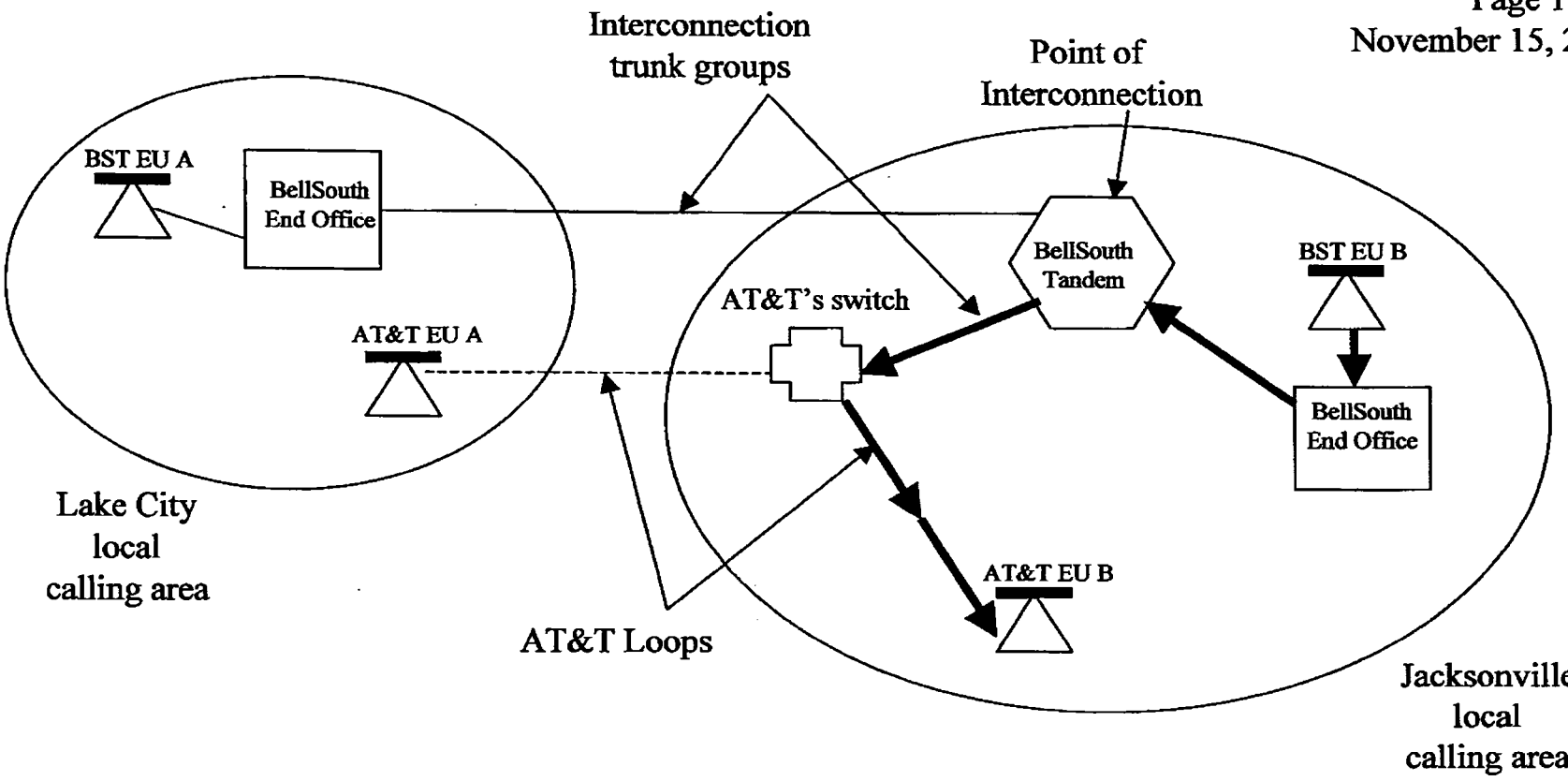
2.11.7 Conversions are subject to the termination provisions in the applicable contracts or tariffs.

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

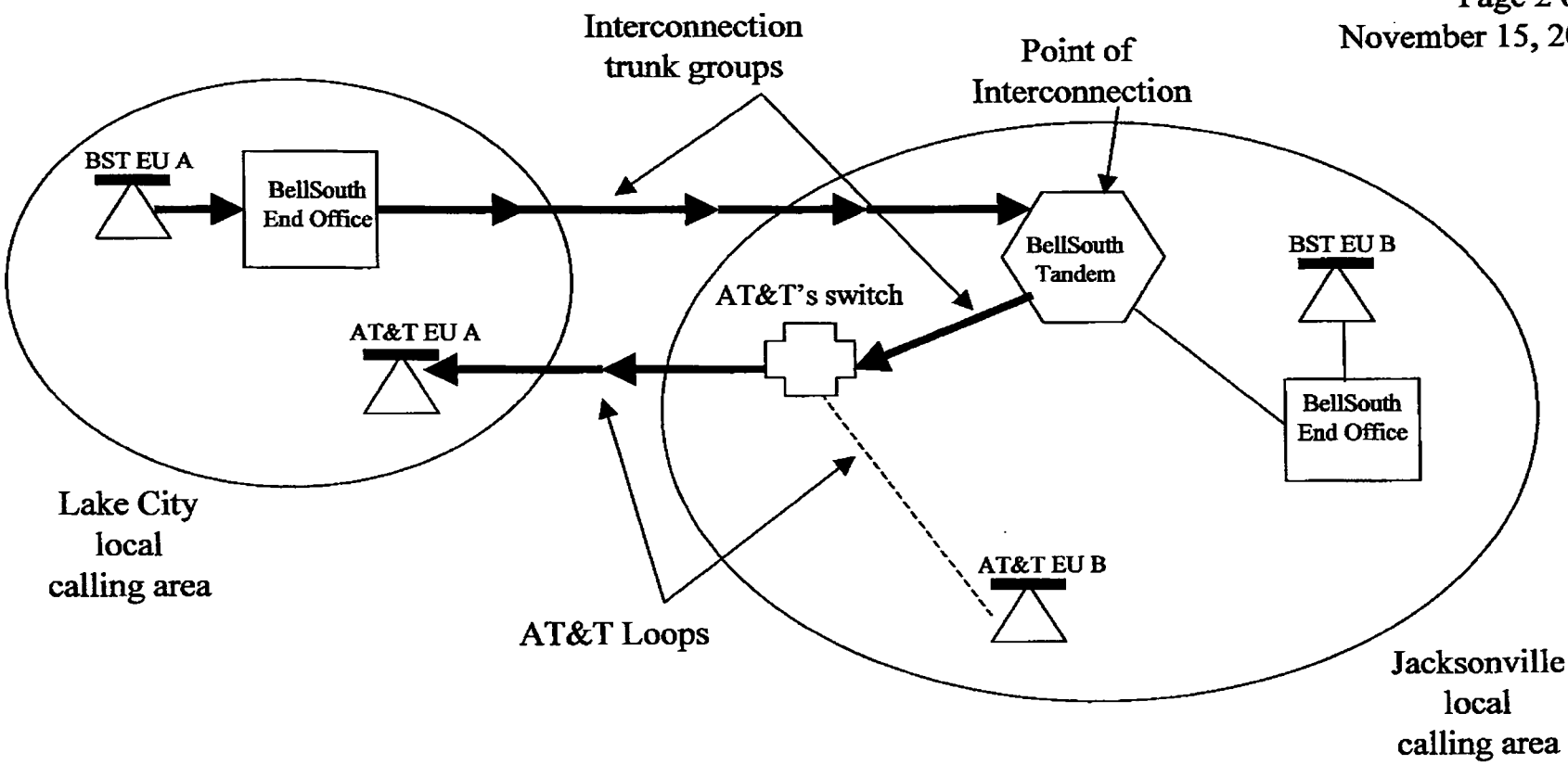
2.11.9 Conversion of Service As Is

2.11.9.1 AT&T 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, AT&T may request such conversions on a single LSR for all services billed under the same Account Telephone Number or master billing account. AT&T 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 service type and end user location. BellSouth will project manage conversions of fifteen (15) or more lines.

Local Call from Jacksonville BST EU to Jacksonville AT&T EU



Local Call from Lake City BST EU to Lake City AT&T EU



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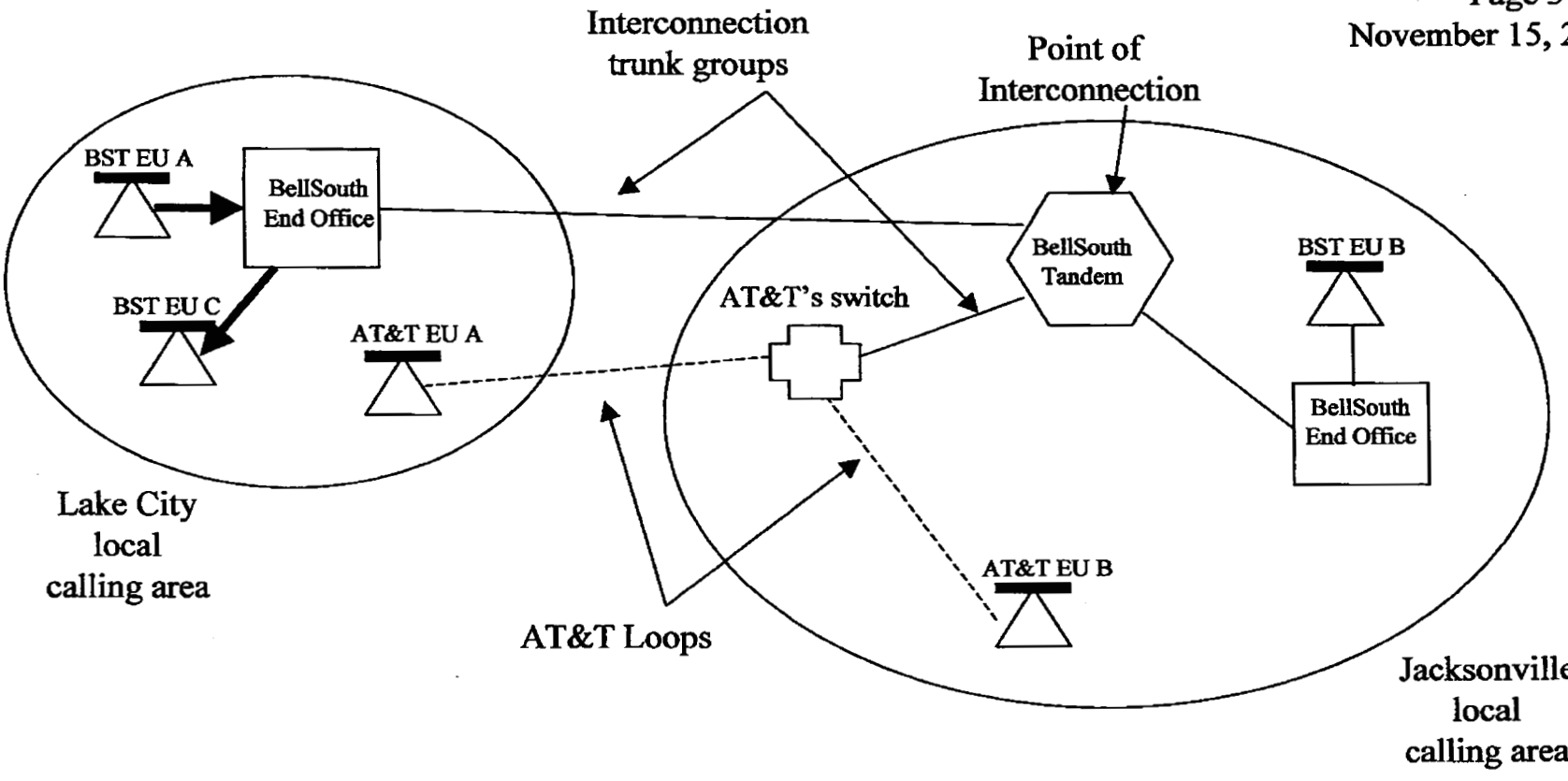
Local Call from Lake City BST EU to Lake City BST EU



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