

NANCY B. WHITE
General Counsel - FL

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

December 20, 2004

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

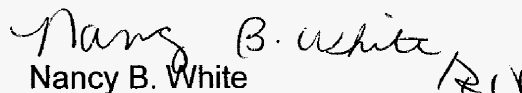
Re: Docket No. 041269-TL
In re: Petition to Establish Generic Docket to Consider Amendments to
Interconnection Agreements Resulting From Changes of Law

Dear Ms. Bayó:

On December 17, 2004, BellSouth Telecommunications, Inc.'s filed its Response to the Motion of CompSouth and the FCCA to Dismiss BellSouth's Petition to Establish Generic Docket. Exhibits A and B were inadvertently left out of the filing provided to the Commission. In that regard, BellSouth has attached Exhibits A and B and ask that they be placed with their Response to the Motion. Also, please note that the parties were served with the "correct" filing by Electronic Mail and First Class U.S. Mail.

Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,


Nancy B. White

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

DOCUMENT NUMBER-DATE

13345 DEC 20 3

FPSC-COMMISSION CLERK

CERTIFICATE OF SERVICE
Docket No. 041269-TL

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Electronic Mail and First Class U.S. Mail this 20th day of December, 2004 to the following:

Adam Teitzman
Staff Counsel
Florida Public Service
Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
Tel. No. (850) 413-6199
ateitzma@psc.state.fl.us

Florida Cable Telecommunications
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Michael A. Gross
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Fax No. (850) 681-9676
mgross@fcta.com

Vicki Gordon Kaufman
Joseph A. McGlothlin
McWhirter, Reeves, McGlothlin,
Davidson, Rief & Bakas, P.A.
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Tel. No. (850) 222-2525
Fax. No. (850) 222-5606
Attys. for FCCA/CompSouth
vkaufman@mac-law.com
jmclglothlin@mac-law.com

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Meser, Caparello & Self, P.A.
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nhorton@lawfla.com
Represents KMC/NuVox/NewSouth/
Xspedius

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ghargrave@kelleydrye.com
Tel. No. (202) 887-1254
Represents KMC/NuVox/NewSouth/
Xpedius

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Martin P. McDonnell, Esq.
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wmontano@uslec.com


Nancy B. White

EXHIBIT A

ACCESS INTEGRATED



4885 Riverside Drive
Suite 107
Macon, Georgia 31210
Tel. 478.475.9800
Toll Free 888.275.0777
www.accesscomm.com

11/11/2004

Ms. Trish Cartwright
Manager – Interconnection Services
BellSouth Interconnection Services
675 West Peachtree Street, NE
Room 34S91
Atlanta, Georgia 30375

Dear Ms. Cartwright:

This acknowledges your letter of November 9, 2004 concerning change of law issues respective to the Interconnection Agreement and MBR Agreements of September 10, 2004, between this company and BellSouth.

We recognize our contractual obligation pursuant to Section 14.4 of the GT&C of the Interconnection Agreement to negotiate any required change of law revisions (vacatur related) to that Agreement. We are willing to proceed to do so now as expeditiously as may be convenient.

We do not see that the FCC's Interim Rules Order triggers any change of law issues as it is, in fact, only a temporary arrangement to be succeeded next month, we believe, by permanent FCC rules.

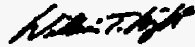
We further believe that the anticipated permanent rules will significantly impact the vacatur issues and that despite the contract provisions of Section 14.4, the parties would be better served to await these rules before negotiating the vacatur issues.

Alabama Florida Georgia Kentucky Louisiana Mississippi North Carolina South Carolina Tennessee

If you still wish to proceed with change of law negotiations to create vacatur related amendments, please give us several suggested dates and times to begin work. We recommend that we alternate meetings at the offices of each party.

I remain,

Very truly yours,



William T. Wright, Chairman

WTW:lpt

cc: Vincent Oddo
D. Mark Baxter
Sharyl Fowler

G:\CLIENTS\Access Integrated Networks, Inc\BellSouth Interconnection Agreement\Letter Draft from Tom Wright to Trish Cartwright.doc

Alabama · Florida · Georgia · Kentucky · Louisiana · Mississippi · North Carolina · South Carolina · Tennessee



675 W. Peachtree Street, NE
34891
Atlanta, Georgia 30375

Trish Cartwright
Phone: (404) 927-2060
FAX: (404) 529-7839

Sent Via Certified Mail

FINAL DRAFT/11-15-04

November 15, 2004

Mr. Vincent Oddo
President CEO
Access Integrated Networks, Inc.
4885 Riverside Drive, Suite 202
Macon, GA 31210

Dear Mr. Oddo:

This is in response to your letter of November 11, 2004, which is in response to my letter of November 9, 2004, regarding the Change of Law notification obligation outlined in the General Terms and Conditions, Section 14.4, of the Interconnection Agreement.

Access Integrated Networks, Inc's position that the Federal Communications Commission's (FCC) Interim Rules Order did not trigger any change of law issues, but rather it is a temporary arrangement to be succeeded in December 2004, by permanent FCC rules, is both legally and factually incorrect. In its Order, the FCC imposes additional rights and obligations on the parties and does not merely maintain the status quo. Among other things, the Order adopts interim rules and requires BellSouth to continue to provide mass market switching, high capacity loops, and high capacity transport under the rates, terms and conditions that had previously applied under Access Integrated's Interconnection Agreement, which expired November 17, 2003, and it also establishes a transition for those elements for which impairment has not been found as of the end of the interim period described in the Interim Rules Order.

At this time, BellSouth is obligated to negotiate vacatur and it is my proposal that Access Integrated provide redlines or an issues list as soon as possible regarding the negotiation. I also propose that we hold a teleconference to discuss those issues or redlines that you provide to us on Wednesday, November 17, 2004, at 10:00 AM EST. Please provide redlines or an issues list without delay, and let me know if you will be available for the proposed teleconference and whether you will have legal counsel attend.

If you have additional questions regarding this matter, please feel free to call me.

Sincerely,

Trish Cartwright
Manager - Interconnection Services

cc: Tom Wright

Mark Baxter
Steve Brown

CINERGY COMMUNICATIONS

Cinergy Communications Company
8829 Bond Street
Overland Park, KS 66214
phone 913.492.1230
fax 913.492.1684

September 28, 2004

CINERGY.
COMMUNICATIONS

Ms. Amy Hindman
BellSouth Interconnection Services
675 West Peachtree Street, NE
Room 34S91
Atlanta, GA 30375

Re: FCC Interim Rules

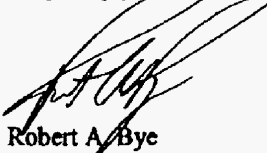
Dear Amy:

This responds to your letter of September 23, 2004 requesting that Cinergy Communications enter into an Amendment based upon the FCC's recently released Interim Rules. We respectfully decline your invitation to amend our existing interconnection agreement.

The interim rules provide for the status quo to remain in effect until March of 2005. Presumably, the FCC will issue Final Rules prior to that date. Once those rules are issued, we can begin negotiating an amendment to our current agreement. However, until final rules are issued, there is no change of law that would require an amendment under our interconnection agreement.

Cinergy Communications has a unique agreement which requires BellSouth to continue providing all services under the agreement until an amendment is completed and filed with the commission. It also states that BellSouth may not seek a true-up for services provided under the agreement. Therefore, until a new Interconnection Agreement is filed, the parties must continue their obligations under the existing agreement.

Very truly yours,



Robert A. Bye

Vice President and
General Counsel



BellSouth Interconnection Services

675 West Peachtree St., NE
Room 34S91
Atlanta, Georgia 30375

Amy Hindman
(404) 927-8998
FAX: 404 529-7839

FINAL DRAFT/10-07-04

Sent Via Certified Mail and Electronic Mail

October 7, 2004

Mr. Robert A. Bye
Vice President and General Counsel
Cinergy Communications Company
8829 Bond Street
Overland Park, KS 66214

Re: Federal Communications Commission's (FCC) Order on Interim Rules

Dear Bob:

This is in response to your letter of September 28, 2004, regarding BellSouth's proposed amendment to Cinergy Communications Company's (Cinergy) Interconnection Agreement pursuant to the FCC's Order and Notice of Proposed Rulemaking (Order) in Docket 04-313 that became effective on September 13, 2004.

BellSouth disagrees with your statement that "until final rules are issued, there is no change of law that would require an amendment under our interconnection agreement." Importantly, the Order clearly establishes in Paragraph 23 the Incumbent Local Exchange Carrier's, (ILEC) rights to pursue change of law immediately, so long as the rules for the Interim Period and the following transition period are incorporated into the amendment, to allow CLECs and ILECs to put in place the FCC's transition requirements and to ensure that the FCC's final unbundling rules are implemented upon the effective date thereof. The FCC could not have been clearer that the interim rules would provide the opportunity for ILECs to invoke change of law provisions in their interconnection agreement.

Also contrary to your statement, the Order imposes additional rights and obligations on the parties and does not merely maintain the status quo. Among other things, the Order adopts interim rules and requires BellSouth to continue to provide mass market switching, high capacity loops, and high capacity transport under the rates, terms and conditions that applied under Cinergy's Interconnection Agreement as of June 15, 2004. These rates, terms and conditions shall remain in effect only until the earlier of March 12, 2005, or the effective date of the FCC's permanent rules (the "Interim Period"). The Order also establishes a transition period for the six (6) months following the Interim Period. BellSouth has every right to amend the interconnection agreement to incorporate the transition period. Cinergy's agreement is not unique in this respect.

Although BellSouth does not necessarily agree with the FCC's requirements as set forth in the Order, BellSouth intends to comply with effective laws and expects Cinergy to do the same. BellSouth forwarded to Cinergy on September 23, 2004 a proposed amendment to incorporate

the Interim Rules Order into the Interconnection Agreement. Should the parties be unable to agree to the terms of an amendment, or should Cinergy breach the interconnection agreement by refusing to negotiate, the parties are free to follow the dispute resolution provisions of the agreement to resolve these issues.

Should you have questions, please contact me at 404.927.8998.

Sincerely,

Amy Hindman
Manager - Interconnection Services

cc: John Cinelli—Cinergy (via electronic mail)
John Chuang—Cinergy (via electronic mail)

INLINE



Voice, Data & Networking for Business

www.InLine.com

October 26, 2004

VIA ELECTRONIC MAIL

Alessandra Richmond
BellSouth Interconnection Services
675 West Peachtree St., NE
Room 34S91 BellSouth Center
Atlanta, GA 30375

Re: Interim Rules Amendment

Dear Alessandra:

I am writing to respond to the Interim Rules Amendment offered by BellSouth to Contact Network, Inc. d/b/a InLine on October 1, 2004. It is Contact Network, Inc. d/b/a InLine's position that the Interim Rules merely oblige the parties to maintain their contractual relationship regarding mass market switching, transport and high capacity loops as those contractual relationships existed on June 15, 2004. As a consequence, no amendment is necessary as there has been no change in law materially affecting the terms of our interconnection agreement or the parties' obligations under it (see section 14.3 of the Contact Network, Inc. d/b/a InLine-BellSouth Interconnection Agreement).

Additionally, Contact Network, Inc. d/b/a InLine also opposes, on the same ground, two particular elements of BellSouth's proposed amendment: 1) section 1.11 through section 1.15.1.4 addressing what BellSouth defines as "the Transition Period"; and 2) section 1.15.1.1 through 1.19 addressing various hypothetical changes in law related to "Eliminated Elements". With regard to the "Transition Period", the FCC's brief in opposition to the USTA Mandamus Petition makes it clear that the "Transition Period" BellSouth wishes to amend into the interconnection agreement is a "proposal" from the FCC - not a change in law:

For the six-month period immediately following the interim period for which the FCC preserved the terms in effect under existing interconnection agreements, the Commission **proposed** and sought comment on additional transitional requirements. Under the Commission's **proposal**, in the absence of a Commission ruling requiring unbundling of a particular element under section 251(c)(3), ILECs would be required for six months after the interim period to continue to lease the element in question, but at a Commission-prescribed rate that is higher than the current rate. Order ¶ 29.¹

¹ USTA v. FCC, D.C. Circuit, Case No. 00-1012, *Opposition of Respondents to Petition for a Writ of Mandamus*, filed September 16, 2004, pp. 7-8 (emphasis added).

800 Lakeshore Parkway, Birmingham AL 35209 | Local: 205.278.6100

Toll Free: 1.888.3.InLine | Fax: 205.941.1934



Voice, Data & Networking for Business

www.InLine.com

Similarly, BellSouth wishes to create numerous "automatic" changes to the interconnection agreement based on various hypothetical changes in law, including "[t]o the extent the FCC issues an effective Intervening Order . . ." (section 1.16); "in the event that the Interim Rules are vacated" (section 1.17); "to the extent any rates, terms or requirements set forth in such Final FCC Unbundling Rules are in conflict . . ." (section 1.18); and "[i]n the event that any Network Element, other than those already addressed above, is no longer required to be offered . . ." (section 1.19). Hypothetical changes in law do not trigger Section 14.3 of the interconnection agreement, which requires "legislative, regulatory, judicial or other legal action" to "materially affect material terms of this Agreement."

The use of terms like "in the event" and "to the extent" are contrary to the requirements of section 14.3 that there be "action" materially affecting material terms before a change in law is triggered under our interconnection agreement. The terms BellSouth now seeks to insert into the Interconnection agreement constitute new change in law provisions, not changes in law themselves. While the Interim Rules do allow for certain presumptions in a properly triggered contractual change in law proceeding, such proceeding must be consistent with the existing change in law provision. BellSouth's proposed amends are not consistent with our interconnection agreement change in law provision.

Finally, Contact Network, Inc. d/b/a InLine must reiterate that BellSouth is obligated to maintain section 271 competitive checklist items 4, 5, and 6 (loops, switching and transport) in section 252 Interconnection agreements unless and until the FCC grants a petition for forbearance under section 160. As a consequence, even if BellSouth insists on pressing for arbitration of its proposed Interim Rules Amendment, and even if BellSouth is successful in convincing a Commission to accept the BellSouth proposed language, there remains a legal obligation to address loops, switching and transport section 271 obligations in the arbitration.

As always, if you have any questions or need additional information, please feel free to call me.

Sincerely,

Martin Costa
President

800 Lakeshore Parkway, Birmingham AL 35209 | Local: 205.278.8100

Toll Free: 1.888.3.InLine | Fax: 205.941.1834



BellSouth Interconnection Services

675 West Peachtree Street, NE
Room 34S91
Atlanta, Georgia 30375

Alessandra Richmond
(404)-927-0149
Fax: (404) 529-7839

REVISED FINAL DRAFT/11-11-04

Sent Via E-mail and Certified Mail

November 11, 2004

Mr. Martin Costa
President
Contact Network, Inc. d/b/a InLine
219 Oxmoor Circle
Birmingham, AL 35209

Dear Martin:

This is in response to your letter dated October 26, 2004, regarding BellSouth proposed Amendment provided to InLine on October 1, 2004, to incorporate the Federal Communications Commission's (FCC) Order and Notice of Proposed Rulemaking (Order) in Docket 04-313 into the Parties' Interconnection Agreement.

InLine's position that the "Interim Rules merely oblige the parties to maintain their contractual relationship" as of June 15, 2004 and that "there has been no change in law materially affecting the terms of our interconnection agreement" is both legally and factually incorrect. In its Order, the FCC imposes additional rights and obligations on the parties and does not merely maintain the status quo. Among other things, the Order adopts Interim rules and requires BellSouth to continue to provide mass market switching, high capacity loops, and high capacity transport under the rates, terms and conditions that applied under InLine's Interconnection Agreement as of June 15, 2004. These rates, terms and conditions shall remain in effect only until the earlier of March 12, 2005, or the effective date of the FCC's permanent rules (the "Interim Period"). Contrary to your assertion, the Order also establishes a transition period for the six (6) months following the Interim Period, and the transition period will take effect for any of the aforementioned elements for which, at the end of the Interim Period, the FCC has not required unbundling, regardless of whether or not final unbundling rules have become effective. BellSouth has every right to amend the interconnection agreement to incorporate both the Interim Period as established by the FCC and the subsequent transition period.

In addition, the Order clearly establishes in Paragraph 23 the Incumbent Local Exchange Carrier's (ILEC) rights to pursue change of law immediately, so long as the rules for the Interim Period and the following transition period are incorporated into the amendment, to allow Competitive Local Exchange Carriers (CLECs) and ILECs to put in place the FCC's transition requirements and to ensure that the FCC's final unbundling rules are implemented upon the effective date thereof. The FCC could not have been clearer that the interim rules would provide the opportunity for ILECs to invoke change of law provisions in their interconnection agreement.

BellSouth is well aware of its obligations pursuant to Section 271 of the Act. However, your argument that switching, loops and transport must continue to be offered in a Section 251 interconnection agreement unless the FCC forebears from such 271 requirements is not

consistent with statutory law and regulation. Neither the Act nor any rule or order of the FCC or any court has required that elements offered under Section 271 of the Act be included in an interconnection agreement that is negotiated, filed and approved pursuant to Sections 251 and 252 of the Act. Elements provided under Section 271 of the Act are within the jurisdiction of the FCC, not each individual state public service commission, and are subject to different pricing and other requirements. Thus, the position that BellSouth must be required to offer network elements at cost based rates in a Section 251 interconnection agreement when those elements are no longer required to be unbundled pursuant to Section 251 is wholly without merit.

Although BellSouth does not necessarily agree with the FCC's requirements as set forth in the Order, BellSouth intends to comply with effective laws and expects InLine to do the same. BellSouth will be happy to discuss any changes you may have to the proposed amendment but fully expects InLine to take into account the full Order in any such proposal. Should the parties be unable to agree to the terms of an amendment, or should InLine refuse to negotiate a reasonable amendment, the parties are free to follow the dispute resolution provisions of the Agreement to resolve these issues. Additionally, InLine will be subject to the various generic proceedings that address issues related to implementation of the Order.

Should you have any questions, please feel free to contact me.

Sincerely,

Alessandra Richmond
Manager - Interconnection Services

BROADRIVER



1000 Hemphill Avenue
Atlanta GA 30318

Sent Via Electronic Mail and FedEx

October 19, 2004

BellSouth Interconnection Services
Dwight Bailey
875 W. Peachtree Street NW
Room 34S91
Atlanta, GA 30375

Dear Mr. Bailey:

This letter is in reference to your letter, dated September 30th, 2004, concerning the ramifications of the FCC's Notice of Proposed Rulemaking (Order) in Docket 04-313 and Broadriver Communication Corporation's Interconnection Agreement with BellSouth. Broadriver is taking the position that the issues are not ripe for discussion and that the "status quo" is in effect until the FCC and state PUCs act upon new rules. Meaning, in essence, nothing has changed to require Broadriver's Interconnection Agreement with BellSouth to be amended or altered until the new UNE rules have been reviewed and put into effect.

We look forward to working with BellSouth on establishing a "win win" agreement once the rules of engagement are clearly defined and signed off by the FCC and individual state PUCs.

Sincerely,

A handwritten signature in black ink, appearing to read 'RT Turkel', written over a light gray background.

Robert Turkel
Director of Legal/ Regulatory and CLEC Operations
BroadRiver Communication Corporation



BellSouth Interconnection Services

675 West Peachtree Street, NE
Room 34S91
Atlanta, Georgia 30375

Dwight Bailey
(404)-927-7552
Fax: (404) 529-7839

Sent Via E-mail and Certified Mail

FINAL DRAFT/10-25-04

October 25, 2004

Mr. Robert Turkel
Director of Legal/Regulatory and CLEC Operations
BroadRiver Communication Corporation
1000 Hemphill Avenue
Atlanta, GA 30318

Dear Mr. Turkel:

This is in response to your letter dated October 19, 2004, regarding the Federal Communications Commission's (FCC) Order and Notice of Proposed Rulemaking (Order) in Docket 04-313 that became effective on September 13, 2004.

BroadRiver's position that "the issues are not ripe for discussion and that the "statue quo" is in effect until the FCC and state PUCs act upon new rules" is both legally and factually incorrect. The Order triggered a change of law as set forth in the Parties' Interconnection Agreement at section 14 of the General Terms and Conditions. As the Order imposes additional rights and obligations on the parties and does not merely maintain the status quo, BellSouth requested on September 30, 2004, to amend the agreement to implement the Order. Among other things, the Order adopts interim rules and requires BellSouth to continue to provide mass market switching, high capacity loops, and high capacity transport under the rates, terms and conditions that applied under BroadRiver's Interconnection Agreement as of June 15, 2004. These rates, terms and conditions shall remain in effect only until the earlier of March 12, 2005, or the effective date of the FCC's permanent rules (the "Interim Period"). The Order also establishes a transition period for the six (6) months following the Interim Period, and the transition period will take effect for any of the aforementioned elements for which, at the end of the Interim Period, the FCC has not required unbundling, regardless of whether or not final unbundling rules have become effective. BellSouth has every right to amend the Interconnection Agreement to incorporate the interim and transition periods.

In addition, the Order clearly establishes in Paragraph 23 the Incumbent Local Exchange Carrier's (ILEC) rights to pursue change of law immediately as BellSouth has requested as much from BroadRiver. Specifically, Paragraph 23 points out that the Parties are to incorporate the rules for the Interim Period and the following transition period into the amendment, and to ensure that the FCC's final unbundling rules are implemented upon the effective date thereof. Contrary to your assertion, the FCC could not have been clearer that ILECs may invoke change of law provisions in their interconnection agreements to implement the terms of the Order.

Although BellSouth does not necessarily agree with the FCC's requirements as set forth in the Order, BellSouth intends to comply with effective laws and expects BroadRiver to do the same. On September 30, 2004, BellSouth forwarded to BroadRiver a proposed amendment to incorporate the Interim Rules Order into the Interconnection Agreement. Should the parties be unable to agree to the terms of an amendment, or should BroadRiver breach the

Interconnection Agreement by refusing to negotiate, the parties are free to follow the dispute resolution provisions of the Agreement to resolve these issues.

Should you have any questions, please feel free to contact me.

Sincerely,

**Dwight Bailey
Manager - Interconnection Services**

EXHIBIT B

STATE OF NORTH CAROLINA
UTILITIES COMMISSION
RALEIGH

DOCKET NO. P-100, SUB 133U

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

In the Matter of
Generic Proceeding to Consider)
Amendments to Interconnection Agreements) ORDER ESTABLISHING
Between BellSouth Telecommunications, Inc.) GENERIC DOCKET AND
and Competing Local Providers Due to) REQUIRING SUPPLEMENTAL
Changes of Law) INFORMATION
)

BY THE CHAIR: On November 4, 2004, BellSouth Telecommunications, Inc. (BellSouth) filed a Petition to Establish Generic Docket to determine the changes that recent decisions from the Federal Communications Commission (FCC) and the United States Court of Appeals for the District of Columbia Circuit (DC Circuit Court) will require in existing interconnection agreements between BellSouth and competing local providers (CLPs) in North Carolina. BellSouth argued that a single generic proceeding would be preferable to 250 separate change-of-law proceedings and suggested that such a proceeding should be scheduled as soon as possible.

WHEREUPON, the Chair reaches the following

CONCLUSIONS

After careful consideration, the Chair concludes that good cause exists to establish the generic proceeding requested by BellSouth but that BellSouth shall provide certain supplemental information before such proceeding is scheduled.

Three considerations figure into this approach. First, the FCC has represented that it desires to have final rules in place by the end of 2004, well before the interim rules order expires in 2005. It is obviously better, other things being equal, to have final rules in place rather than interim rules before one undertakes a comprehensive change-of-law proceeding.

Second, the Commission has a heavy telecommunications workload in the immediate period to come, not the least of which is a revision of BellSouth's own price plan. Scheduling a generic proceeding would be premature at this point, given the various contingencies involved.

Finally, while there is undoubtedly substantial overlap, the universe of CLPs may not be the same as the universe of CLPs with which BellSouth has interconnection agreements in need of change. Knowing the identity of the affected CLPs and other information about their interconnection agreements with BellSouth is important for setting up a generic docket that does not include unaffected parties. Accordingly, BellSouth is directed to provide to the Commission by no later than December 3, 2004, a report (1) listing the CLPs affected by the generic docket, (2) providing citations to relevant interconnection agreement provisions, and (3) listing the expiration dates of such agreements.

IT IS, THEREFORE, SO ORDERED.

ISSUED BY ORDER OF THE COMMISSION.

This the 10th day of November, 2004.

NORTH CAROLINA UTILITIES COMMISSION

Gail L. Mount

Gail L. Mount, Deputy Clerk

CERTIFICATE OF SERVICE

I hereby certify that on December 3, 2004, a copy of the foregoing document was served on the following, via the method indicated:

- Hand
- Mail
- Facsimile
- Overnight
- Electronic

Henry Walker, Esquire
Boult, Cummings, et al.
1600 Division Street, #700
Nashville, TN 37219-8062
hwalker@boultcummings.com

- Hand
- Mail
- Facsimile
- Overnight
- Electronic

James Murphy, Esquire
Boult, Cummings, et al.
1600 Division Street, #700
Nashville, TN 37219-8062
jmurphy@boultcummings.com

A handwritten signature in black ink, appearing to read "James Murphy", is written over a horizontal line. The signature is cursive and stylized.