

Exhibit A

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February 18, 2005

Jeffrey J. Carlisle
Chief, Wireline Competition Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Re: *Unbundled Access to Network Elements*, WC Docket No. 04-313;

Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338

Dear Mr. Carlisle:

Pursuant to your letter to Mr. Herschel Abbott, dated February 4, 2005, enclosed please find a list by Common Language Location Identifier ("CLLI") code of those BellSouth wire centers that satisfy the Tier 1, Tier 2, and Tier 3 criteria for dedicated transport and dark fiber as well as the CLLI code for the BellSouth wire centers that satisfy the nonimpairment thresholds for DS-1 and DS-3 loops.

In compiling this list, BellSouth applied the Commission's definition of a "business line" as set forth in Section 51.5 of the revised rules adopted in the Commission's *Triennial Review Remand Order*.¹ In particular, BellSouth counted all ISDN and other switched digital access lines in each wire center on a per 64 kbps-equivalent basis as required by the rule. In addition, in determining the number of fiber-based collocators in each particular wire center, BellSouth reviewed its records to verify the existence of an "active electrical power supply" to the particular collocation arrangement as required by Section 51.5. When the Commission requested that BellSouth submit wire center data in December 2004, the Commission did not specify any particular methodology, and thus BellSouth did not use the 64 kbps-equivalent approach or attempt to verify an active electrical power supply.

¹ *Unbundled Access to Network Elements, Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338, Order on Remand (Feb. 4, 2005) ("*Triennial Review Remand Order*").

BellSouth shares the Commission's desire, as indicated in your letter, "to facilitate prompt implementation of its revised rules, and to minimize disputes regarding the scope of incumbent LEC's unbundling obligations in any particular case." Although we disagree with certain aspects of the Commission's *Triennial Review Remand Order*, "certainty" regarding the scope of unbundling obligations is important to the entire industry, as your letter notes. In that regard, BellSouth will be posting the enclosed list on its interconnection website (<http://interconnection.bellsouth.com/notifications/carrier/index.html>) so that all requesting carriers will be aware of the particular wire centers in which the nonimpairment thresholds have been met and in or between which new high-capacity loops and transport will no longer be available on an unbundled basis as of March 11, 2005. With dissemination of this information, a carrier that subsequently requests new high-capacity loops and transport on an unbundled basis in or between these affected wire centers will be unable to self-certify based upon a "reasonably diligent inquiry" that its request is consistent with the Commission's unbundling requirements, as required by the *Triennial Review Remand Order*.²

To the extent any party is concerned about the methodology BellSouth has employed or the wire centers identified on the enclosed list in which the nonimpairment thresholds have been met, it should bring that concern to the Commission's attention. As the *Triennial Review Remand Order* makes clear, it is for the Commission to determine where "no section 251(c) unbundling requirement exists,"³ and thus any dispute about whether an incumbent has been relieved of its section 251(c) unbundling obligations in a particular wire center must be resolved by the Commission.

The Commission's *Triennial Review Remand Order* cannot and should not be read to suggest that the state public service commissions have any role in establishing the wire centers in which the Commission's nonimpairment thresholds are currently met.⁴ To do otherwise effectively would result in the delegation of impairment decisions with regard to high-capacity loops and transport to 50 state public service commissions in clear violation of *USTA II*.⁵ Just as it was unlawful to delegate to the state commissions the authority to determine whether the Commission's "competitive triggers" had been met for purposes of determining where switching and high-capacity loops and transport should be unbundled under the *Triennial Review Order*, it would be equally unlawful to allow state public service commissions to determine where the Commission's new nonimpairment thresholds for high-capacity loops and transport are currently

² *Triennial Review Remand Order*, ¶ 234.

³ *Id.* ¶ 142

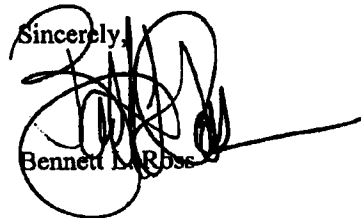
⁴ The Commission directed parties to negotiate pursuant to the section 252 process the "appropriate transition mechanisms" for those high-capacity facilities "not currently subject to the nonimpairment thresholds" established in the *Triennial Review Remand Order* that subsequently "may meet those thresholds in the future." *Id.* ¶ 142, n.399. However, the Commission did not require the parties to negotiate, let alone for 50 state public service commissions to arbitrate, the wire centers in which the nonimpairment thresholds are currently met.

⁵ *United States Telecom Ass'n v. FCC*, 359 F.3d 554 (D.C. Cir. 2004) ("*USTA II*"), *cert. denied*, *NARUC v. United States Telecom. Ass'n*, 04-12, 04-15 & 04-18 (U.S. Oct. 12, 2004).

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met under the *Triennial Review Remand Order*. The Telecommunications Act of 1996 requires a uniform methodology and application of the Commission's unbundling rules, which cannot occur if unbundling determinations are left to the state commissions.⁶

BellSouth believes that its determinations concerning the wire centers in which the Commission's nonimpairment thresholds for high-capacity loops, transport, and dark fiber are completely consistent with the Commission's revised rules. The same is true for BellSouth's approach to implementation of those rules as set forth above, which should minimize disputes and facilitate the certainty the industry requires. BellSouth will assume the Commission agrees unless the Commission advises otherwise.

Sincerely,

Bennett L. Rose

BLR:kjw

cc: Christopher Libertelli
Matthew Brill
Jessica Rosenworcel
Daniel Gonzalez
Scott Bergmann
Michelle Carey
Thomas Navin
Austin Schlick
John Stanley
Jeremy Marcus
Pamela Arluk

#572871

⁶ Although *USTA II* recognized certain situations when input from an outside party into an agency's decision making processes might be appropriate, none of those situations applies here. In particular, there is no need for the Commission to rely upon "factual information" or "advice and policy recommendations" from a state public service commission in determining where the Commission's nonimpairment thresholds have been satisfied. *USTA II*, 359 F.2d at 558. Indeed, the Commission's rationale for establishing such thresholds was because they were based upon data that are "objective and readily available," which obviates the need for any input from state public service commissions. *Triennial Review Remand Order* ¶ 161.

Exhibit 1
Wirecenter Listings
for Non-Impairment Thresholds

FCC WC Docket No. 04-313.
 BellSouth Telecommunications, Inc.
 Filing Date: 02-18-05

WC OLLI	WC Name	Interoffice Transport			High Capacity Loops	
		Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
ABRDMSES	Aberdeen			X		
ABVLLAMA	Abbeville			X		
ACHLTNMT	Adams-Cedar Hill			X		
ACMENCMA	Acme			X		
ACWOGAMA	Acworth			X		
AGSTGAAU	Augusta Martinez			X		
AGSTGAFL	Augusta Fleming			X		
AGSTGAMT	Augusta Main		X			
AGSTGATH	Augusta Hill			X		
AHVLNCBI	Biltmore			X		
AHVLNCOH	O'Henry		X			
AHVLNCOT	Oteen			X		
AIKNSCMA	Alken			X		
AJVLGAMA	Adairsville			X		
ALBSALMA	Alabaster			X		
ALBYGAMA	Albany	X				
ALBYLAMA	Albany			X		
ALCYALMT	Alexander City			X		
ALDLSCMA	Allendale			X		
ALLNKYMA	Allen			X		
ALPRGAMA	Alpharetta	X			X	X
ALVLLAMA	Albertville-Main			X		
ALXNLADV	Alexandria-Deville			X		
ALXNLAMA	Alexandria-Main		X			
ALXNLATG	Alexandria-Tioga			X		
AMITLAMA	Amite			X		
AMRCGAMA	Americus			X		
AMRYMSMA	Amory			X		
ANGILAMA	Angle			X		
ANTNALLE	Anniston-Lenlock			X		
ANTNALMT	Anniston-Main&Toll			X		
ANTNALOX	Anniston-Oxford			X		
APEXNCCE	Apex			X		
APNGGAES	Appling			X		
ARCDLABW	Arcadia-Bienville			X		
ARCDLAMA	Arcadia-Main			X		
ARCHFLMA	Archer			X		
ARDNNCCE	Arden			X		
ARSNNCMA	Anderson			X		
ARSNSCAH	Abbeville			X		
ARSNSCMA	Anderson			X		
ARSNSCTV	Townville			X		
ARTNGAES	Arlington			X		
ARTNTNMT	Arlington			X		
ASCYTMA	Ashland City			X		
ASLDMSMA	Ashland			X		
ASTLGAMA	Austell			X		
ATHNALER	Athens-Eik River			X		

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		Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
ATHNALMA	Athens-Main			X		
ATHNGAMA	Athens	X				
ATHNTNMA	Athens			X		
ATLNGAAD	Adamsville			X		
ATLNGABH	Ben Hill			X		
ATLNGABU	Buckhead	X			X	X
ATLNGACD	Columbia Drive			X		
ATLNGACS	Courtland Street	X			X	X
ATLNGAEL	Decatur			X		
ATLNGAEP	East Point	X			X	
ATLNGAFP	Forest Park			X		
ATLNGAGR	Gresham			X		
ATLNGAHR	Hollywood Road			X		
ATLNGAIC	Indian Creek			X		
ATLNGALA	Lakewood			X		
ATLNGAPP	Peachtree Place	X			X	X
ATLNGASS	Sandy Springs	X			X	
ATLNGATH	Toco Hills	X			X	
ATLNGAWD	Woodland			X		
ATLNGAWE	West End			X		
ATSNNCMA	Atkinson			X		
ATTLALNM	Attalla-Main			X		
AUBNALMA	Auburn-Main&Toll			X		
AURRKYMA	Aurora			X		
BATHSCMA	Bath			X		
BAVLSMA	Blackville			X		
BCHNGAES	Buchanan			X		
BCMTNCCE	Black Mountain			X		
BCRTFLBT	Boca Teeca		X			
BCRTFLMA	Boca Raton	X			X	
BCRTFLSA	Sandalfoot			X		
BCTNGAMA	Baconton			X		
BCTNMSMA	Buckatunna			X		
BDFRKYMA	Bedford			X		
BEMTMSMA	Blue Mountain			X		
BENTMSSU	Bentonia			X		
BERNLAMA	Bernice-Main			X		
BERNLASP	Bernice-Spearville			X		
BETNSCMA	Bellon			X		
BEVLSMA	Bennettsville			X		
BGCHMSSU	Bogue Chitto			X		
BGDDKYMA	Begdad			X		
BGLSLAMA	Bogalusa			X		
BGPIFLMA	Big Pine			X		
BGRTGAMA	Bogart Statham			X		
BGSNTNMA	Big Sandy			X		
BHISSCMA	Beech Island			X		
BILXMSDI	Biloxi-Diberville			X		

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WC-CLL	WC Name	Interoffice Transport			High Capacity Loops	
		Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
BILXMSD	Edgewater			X		
BILXMSA	Biloxi-Howard Ave			X		
BKVLFLJF	Brooksville			X		
BKVLMSU	Brooksville			X		
BLBGSCMA	Blacksburg			X		
BLCGAES	Blackshear			X		
BLDWFLMA	Baldwin			X		
BLDWLAMA	Baldwin			X		
BLDWMSMF	Baldwyn			X		
BLFDKYMA	Bloomfield			X		
BLFNALMA	Bell Fontaine			X		
BLGLFLMA	Belle Glade			X		
BLGPTNMA	Bulls Gap			X		
BLLSTNMA	Bells			X		
BLMTMSMA	Belmont			X		
BLMTNCCE	Belmont			X		
BLNCLAMA	Blanchard			X		
BLNCTNMT	Blanche			X		
BLNHSCMA	Blenheim			X		
BLRGSCMA	Blue Ridge			X		
BLRKNCCE	Blowing Rock			X		
BLSPKYMA	Bluff Springs			X		
BLVRTNMA	Bolivar			X		
BLZNMSMA	Belzoni			X		
BMBRSCMA	Bamberg			X		
BNBRGAMA	Bainbridge			X		
BNITMSMA	Benoit			X		
BNLYKYMA	Benham Lynch			X		
BNNLFLMA	Bunnell			X		
BNTNKYMA	Benton			X		
BNTNLAMA	Benton			X		
BNTNMSSU	Benton			X		
BNTNTNMT	Benton			X		
BNVLSMA	Booneville			X		
BOAZALMA	Boaz-Main			X		
BOONCKI	Boone			X		
BOTNMSMA	Bolton			X		
BOYCLAMA	Boyce			X		
BRGNKYMA	Burghin			X		
BRGWNCMA	Burgaw			X		
BRHMALCH	Birmingham-Cahaba Heights			X		
BRHMALCP	Birmingham-Centerpoint			X		
BRHMALEL	Birmingham-East Lake			X		
BRHMALEN	Birmingham-Ensley			X		
BRHMALEW	Birmingham-Eastwood			X		
BRHMALFO	Birmingham-Forestdale			X		
BRHMALFS	Birmingham-Five Points South			X		
BRHMALHW	Birmingham-Homewood			X		

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		Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
BRHMALMT	Birmingham-Main & Toll	X			X	X
BRHMALOM	Birmingham-Oak Mountain			X		
BRHMALOX	Birmingham-Oxmoor		X			
BRHMALRC	Birmingham-Riverchase	X				
BRHMALTA	Birmingham-Tarrant			X		
BRHMALVA	Birmingham-Valley			X		
BRHMALWE	Birmingham-West End			X		
BRHMALWL	Birmingham-Woodlawn			X		
BRHNMSMA	Brookhaven			X		
BRMNGAES	Bremen			X		
BRMNKYMA	Bremen			X		
BRNDMSES	Brandon			X		
BRPTALMA	Bridgeport-Main			X		
BRSNFLMA	Bronson			X		
BRSSLAMA	Broussard			X		
BRTOALMA	Brewton			X		
BRTWKYES	Bardstown			X		
BRVIGAMA	Barnesville			X		
BRVLSMA	Burnsville			X		
BRWDMSMA	Briarwood			X		
BRWKGAMA	Brunswick			X		
BRWLSCBE	Barnwell			X		
BSCYNCMA	Bessemer City			X		
BSLSMSMA	Bay St Louis			X		
BSMRALBP	Bessemer-Birmingham			X		
BSMRALBU	Bessemer-Bucksville			X		
BSMRALHT	Bessemer-Hueytown			X		
BSMRALMA	Bessemer-Main			X		
BSTRLAMA	Bastrop			X		
BTBGSCMA	Batesburg			X		
BTRGLABK	Br-Baker			X		
BTRGLABS	Br-Brusly			X		
BTRGLAGW	Br-Goodwood	X			X	
BTRGLAHR	Br-Hooper			X		
BTRGLAIS	Br-Istrouma			X		
BTRGLAMA	Br-Main	X			X	
BTRGLAOH	Br-Oak Hills			X		
BTRGLASB	Br-Suburban		X			
BTRGLASW	Br-Sherwood			X		
BTRGLAWN	Br-Woodlawn			X		
BTSPTNMA	Bethel Springs			X		
BTVLMSDS	Batesville			X		
BUFRGABH	Buford			X		
BUMTMSMA	Beaumont			X		
BUNKLAMA	Bunkie			X		
BURLNCDA	Davis Street		X			
BURLNCEL	Elion			X		
BURLNCHA	Haw River			X		

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WC CLLI	WC Name	Interoffice Transport			High Capacity Loops	
		Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
BURSLAMA	Buras			X		
BUSHLAMA	Bush			X		
BVDMKYMA	Beaver Dam			X		
BWDNGAMA	Bowdon			X		
BWLGKYMA	Bowling Green State Street			X		
BWLGKYRV	Bowling Green Richardsville			X		
BWVLTNMA	Brownsville			X		
BXLYGAES	Baxley			X		
BYBHFLMA	Boynton Beach		X			
BYMNALMA	Bay Minette			X		
BYVLKYMA	Beattyville			X		
CADZKYMA	Cadiz			X		
CAFBSMA	Columbus Afb			X		
CALRALMA	Calera			X		
CARYNCCE	Cary	X				
CARYNCWS	Cary Weston			X		
CASTLAMA	Castor			X		
CCBHFLAF	Cobch Cape Canaveral W. C.			X		
CCBHFLMA	Cocoa Beach			X		
CCHRGAMA	Cochran			X		
CDKYFLMA	Cedar Key			X		
CDTWGAMA	Cedartown			X		
CDWRMSMA	Coldwater			X		
GENTSCWS	Central			X		
CFLDFLMA	Chiefland			X		
CFVLSMA	Coffeeville			X		
CHAPSCCL	Chapin-Little Mtn.			X		
CHBGALMA	Childersburg			X		
CHBYLAMA	Chackbay			X		
CHLSALMA	Chelsea			X		
CHMBGAMA	Chamblee	X			X	
CHNKSSU	Chunky			X		
CHPLFLJA	Chipley			X		
CHPLKYMA	Chaplin			X		
CHRLNCBO	South Blvd.	X				
CHRLNCCA	Caldwell Street	X			X	X
CHRLNCCE	Central Avenue			X		
CHRLNCCR	Carmel			X		
CHRLNCDE	Derita	X				
CHRLNCER	Erwin Road			X		
CHRLNCLP	Lake Pointe	X				
CHRLNCMI	Mint Hill			X		
CHRLNCOD	Charlotte-Douglas			X		
CHRLNCRE	Reid	X				
CHRLNCSH	Sharon Amity	X				
CHRLNCTH	Thomasboro			X		
CHRLNCUN	University Park	X				
CHRLTNMT	Charlotte			X		

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		Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
CHRWSCES	Cheraw			X		
CHTGTNBR	Chattanooga-Brainerd		X			
CHTGTNDT	Chattanooga-Dodds Ave		X			
CHTGTNHT	Chattanooga-Harrison			X		
CHTGTNMV	Chattanooga-Middle Valley			X		
CHTGTNNS	Chattanooga-Nirst Street	X				
CHTGTNRB	Chattanooga-Redbank			X		
CHTGTNRO	Chattanooga-Rossville			X		
CHTGTNSE	Chattanooga-St Elmo			X		
CHTGTNSM	Chattanooga-Signal Mountain			X		
CHTNMSMA	Charleston			X		
CHTNSCDP	Deer Park			X		
CHTNSCDT	Charleston	X				
CHTNSCJM	James Island			X		
CHTNSCJN	Johns Island			X		
CHTNSCLB	Lambs			X		
CHTNSCNO	Charleston North		X			
CHTNSCWA	West Ashley			X		
CHTNTNMT	Charleston			X		
CHVLNCE	Cherryville			X		
CLANALMA	Clanton			X		
CLAYKYMA	Clay			X		
CLDGTNMA	Cumberland Gap			X		
CLDNMSMA	Caledonia			X		
CLEVMSMA	Cleveland			X		
CLEVNCMA	Cleveland			X		
CLEVTNMA	Cleveland			X		
CLFXLAMA	Colfax			X		
CLHNGAES	Calhoun			X		
CLHNKYMA	Calhoun			X		
CLHNLAMA	Calhoun			X		
CLIOSCMA	Clio			X		
CLMALAMA	Columbia			X		
CLMAMSMA	Columbia			X		
CLMASCAR	Arden			X		
CLMASCBQ	Beckman Rd.			X		
CLMASCCH	Camden Highway			X		
CLMASCDF	Dutch Fork			X		
CLMASCFA	Parklane Remote			X		
CLMASCFA	St. Andrews	X				
CLMASCSC	South Congaree			X		
CLMASCCH	Sumter Highway			X		
CLMASCCH	Senate Street	X			X	X
CLMASCCH	Sunset			X		
CLMASCCH	Swift			X		
CLMATNMA	Columbia Main			X		
CLMBALMA	Columbiana			X		
CLMBGABV	Baker Village			X		

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		Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
CLMBGAMT	Columbus Main	X				
CLMBGAMW	Meadow Wood			X		
CLMBMSMA	Columbus			X		
CLMNALFA	Cullman-Fairview			X		
CLMNALJC	Cullman-Jones Chapel			X		
CLMNALMA	Cullman-Main			X		
CLMTGAMA	Clermont			X		
CLMTNCMA	Claremont			X		
CLNSMSMA	Collins			X		
CLPTKYMA	Cloverport			X		
CLQTGAES	Colquitt			X		
CLNSSCMA	Clemson			X		
CLTNKYES	Clinton			X		
CLTNLAMA	Clinton			X		
CLTNSCMA	Clinton			X		
CLTNTNMA	Clinton			X		
CLVLTNMA	Clarksville Main			X		
CLVRSCES	Clover			X		
CLYDNCMA	Clyde			X		
CMBGKYMA	Campbellsburg			X		
CMCYTNMT	Cumberland City			X		
CMDNSCLG	Lugoff			X		
CMDNSCMA	Camden			X		
CMDNTNMA	Camden			X		
CMLLGAMA	Camilla			X		
CMNGGAMA	Cumming			X		
CNCRGAMA	Concord			X		
CNCYKYMA	Central City			X		
CNHMTNMA	Cunningham			X		
CNTMFLE	Cantonment			X		
CNTNKYMA	Canton			X		
CNTNMSMA	Canton			X		
CNTNNCMA	Canton Main			X		
CNTWKYMA	Centertown			X		
CNVIALMA	Centerville			X		
CNVIMSMA	Centerville			X		
CNVLLAMA	Centerville			X		
CNVLTNMA	Centerville			X		
CNVNLAMA	Convent			X		
CNVRLAMA	Converse			X		
CNYRGAMA	Conyers			X		
COCOFLMA	Cocoa Main	X				
COCOFLME	Merritt Island			X		
COMQMSMA	Como			X		
CORDGAMA	Cordele			X		
COTNKYMA	Crofton			X		
COVLMSSU	Collinsville			X		
CPHLNCRO	Rosemary	X			X	

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WC CLLI	WC Name	Interoffice Transport			High Capacity Loops	
		Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
CRBHNCCE	Carolina Beach			X		
CRBNKYMA	Corbin			X		
CRBOKYMA	Crab Orchard			X		
CRDVALMA	Cordova			X		
CRHLALNM	Carbon Hill			X		
CRHLTCB	Copper Hill			X		
CRLDALMA	Courtland			X		
CRLNNCMA	Caroleen			X		
CRLSKYMA	Carisle			X		
CRNCLAMA	Carencro			X		
CRNSMSMA	Crenshaw			X		
CRNTMSMA	Corinth			X		
CRPLTNMA	Cross Plains-Orlinda			X		
CRSPMSMA	Crystal Springs			X		
CRTHMSMA	Carthage			X		
CRTHTNMA	Carthage			X		
CRTNGAMA	Carrollton			X		
CRTNKYMA	Carrollton			X		
CRTNMSMA	Carrollton			X		
CRVLGAMA	Cartersville			X		
CRVLTNMA	Collerville			X		
CRWYLAMA	Crowley			X		
CSCYFLBA	Cross City			X		
CSDLMSMA	Clarksdale			X		
CSHTLAMA	Coushatta			X		
CSHYNMA	Castle Hayne			X		
CSSTGAMA	Cusseta			X		
CSVLMSSU	Causeyville			X		
CTRNALNM	Citronelle			X		
CULKTNMA	Culleoka			X		
CVSPGAMA	Cave Spring			X		
CVTNGAMT	Covington			X		
CVTNLAMA	Covington			X		
CVTNTNMT	Covington			X		
CWPNSCMA	Cowpens			X		
CWLLAMA	Crowville			X		
CXTNGAMA	Claxton			X		
CYDNKYMA	Corydon			X		
CYNTKYMA	Cynthiana			X		
CYTNALMA	Clayton			X		
DAVLKYMA	Danville			X		
DBCHLAMA	Dubach			X		
OBLNGAMA	Dublin			X		
DBRYFLDL	Deltona			X		
DBRYFLMA	Debary Main			X		
DCHLMSMA	Duck Hill			X		
DCTRALMT	Decatur-Main&Toll			X		
DCTRNTMT	Decatur			X		

Exhibit 1

Wirecenter Listings for Non-Impairment Thresholds

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BellSouth Telecommunications, Inc.
Filing Date: 02-18-05

WC CLLI	WC Name	Interoffice Transport			High Capacity Loops	
		Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
DDVLALMA	Dadeville			X		
DELDLMA	Deland			X		
DELHLAMA	Delhi			X		
DFFEMSMA	Duffee			X		
DGVLGAMA	Douglasville			X		
DIXNKYMA	Dixon			X		
DKLBMSMA	Dekalb			X		
DKSNTNMT	Dickson			X		
DLBHFLKP	Kings Point			X		
DLBHFLMA	Delray Beach		X			
OLCXLAMA	Delacroix			X		
LLNSCMA	Dillon			X		
DLLSGAES	Dallas			X		
DLSPFLMA	Deleon Springs			X		
DLTHGAHS	Duluth	X				
DMPLALMA	Demopolis			X		
DNCNMSMA	Duncan			X		
DNLNFWLW	Dunnellon			X		
DNMKSCES	Denmark			X		
DNRGTNMA	Dandridge			X		
DNSPLAMA	Denham Springs			X		
DNVLLAMA	Donaldsonville			X		
DNVRNCMA	Denver			X		
DNWDGAMA	Dunwoody	X			X	X
DORAALMA	Dora			X		
DOVRTNMT	Dover			X		
DRBHFLMA	Dearfield Beach		X			
DRBOKYES	Drakesboro			X		
DRDRLAMA	Deridder			X		
DREWMSMA	Drew			X		
DRNTMSMA	Durant			X		
DRPGLAMA	Dry Prong			X		
DRTNSCMA	Darlington			X		
DULCLAMA	Dulac			X		
DUSNLAMA	Duson			X		
DVSNNCPO	Davidson			X		
DWSPKYES	Dawson Springs			X		
DYBGTNMA	Dyersburg			X		
DYBHFLFN	Fentress			X		
DYBHFLMA	Daytona Beach Main	X			X	
DYBHFLMB	Ormond Beach			X		
DYBHFLMS	Ocean Shores			X		
DYBHFLPO	Port Orange			X		
DYERTNMT	Dyer			X		
DYLNALMA	Doyline			X		
DYTNTNMA	Dayton			X		
EAVLTNMA	Eagleville			X		
EBTNGAMA	Elberton			X		

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		Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
EDBHSCMA	Edisto Island			X		
EDFDSCMA	Edgefield			X		
EDGRLAMA	Edgard			X		
EDVLKYMA	Eddyville			X		
EDWRMSDS	Edwards			X		
EGLLFLBG	Bowes Gardens			X		
EGLLFLIH	Indian Harbor Beach W. C.			X		
EKTNKYMA	Elkton			X		
ELBONCMA	Ellenboro			X		
ELCYKYES	Elkhorn City			X		
ELVLSMA	Ellisville			X		
EMNKNYES	Eminence			X		
EMNKNYPL	Eminence-Pleasureville			X		
ENKANCMA	Enka			X		
ENSRKYMA	Ensor			X		
ENTRMSMA	Enterprise			X		
EORNFLMA	East Orange			X		
EOVRSCMA	Eastover			X		
EPPSLAMA	Epps			X		
ERTHLAMA	Erath			X		
ERTNKYMA	Earlington			X		
ESLYSCMA	Easley			X		
ESMNGAES	Eastman			X		
ETHLMSMA	Ethel			X		
ETTNGAES	Eaton			X		
ETWHTNMT	Etowah			X		
EUFLALMA	Eufaula			X		
EUNCLAMA	Eunice			X		
EUPRMSFA	Eupora			X		
EUTWALBO	Eutaw-Boligee			X		
EUTWALMA	Eutaw-Main			X		
EVRGALMA	Evergreen			X		
FAMTNCMA	Fairmont			X		
FDCKKYES	Feds creek			X		
FDVLKYMA	Fordsville			X		
FEBRKYMA	Freeburn			X		
FIVLTNMA	Maryville-Friendsville			X		
FKLNGAMA	Franklin			X		
FKLNKYMA	Franklin			X		
FKLNLAMA	Franklin			X		
FKLNTNCC	Cool Springs			X		
FKLNTNMA	Franklin		X			
FKTNLAMA	Franklinton			X		
FLBHLMA	Flagler Beach			X		
FLBHSCMA	Folly Beach			X		
FLBRGAMA	Flowery Branch			X		
FLORMSMA	Flora			X		
FLRNALMA	Florence-Main			X		

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WC CLLI	WC Name	Interoffice Transport			High Capacity Loops	
		Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
FLRNLAMA	Florien			X		
FLRNSCMA	Florence		X			
FLSMLAMA	Folsom			X		
FLTNYMA	Fulton			X		
FLVLTNMA	Flintville			X		
FMTNALMT	Flomator			X		
FNINSCES	Fountain Inn			X		
FNVLYMA	Finchville			X		
FNVLSCMA	Fingerville			X		
FORDKYMA	Ford			X		
FORSMSMA	Forest			X		
FRBHFLFP	Fernandina Beach			X		
FRBNGAEB	Fairburn			X		
FRCYNCE	Forest City			X		
FRDNKYMA	Fredonia			X		
FRDNTNMA	Fredonia			X		
FRDYLAMA	Fernday			X		
FRFTKYES	Frankfort East			X		
FRFTKYMA	Frankfort Main			X		
FRHPALMA	Fairhope			X		
FRPNMSMA	Friars Point			X		
FRSYGAMA	Forsyth			X		
FRVLLADV	Farmerville-Downsville			X		
FRVLLAMA	Farmerville-Main			X		
FRVWNCMA	Fairview			X		
FRVWTNMT	Fairview			X		
FTDPALMA	Fort Deposit			X		
FTGRFLMA	Ft. George			X		
FTLDLFLAP	Ft. Ld. Airport Remote			X		
FTLDFLCR	Coral Ridge	X				
FTLDFLCY	Cypress	X				
FTLDFLJA	Jacaranda	X				
FTLDFLMR	Ft. Laud. Main	X			X	X
FTLDFLOA	Oakland	X				
FTLDFLPL	Plantation	X				
FTLDFLSG	Sawgrass			X		
FTLDFLSU	Sunrise			X		
FTLDFLWN	Weston			X		
FTNCLAMA	Fort Necessity			X		
FTPRFLMA	Fort Pierce		X			
FTPYALMA	Fort Payne-Main			X		
FTVYGAMA	Ft. Valley			X		
FYTMSMA	Fayette			X		
FYVLGASG	Fayetteville			X		
FYVLTNMA	Fayetteville			X		
GALLTNMA	Gallatin			X		
GAY-GAMA	Gay			X		
GBLDLAMN	Gibbsland			X		

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WC CLI	WC Name	Interoffice Transport			High Capacity Loops	
		Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
GBSNGAES	Gibson			X		
GBSNLAMA	Gibson			X		
GBSNNCMA	Gibson			X		
GBSNTNMT	Gibson			X		
GBVLKYMA	Gilbertsville			X		
GCSPPFCN	Green Cove Springs			X		
GCVLFLMA	Graceville			X		
GDJTTNMA	Grand Junction			X		
GDMNMSMA	Goodman			X		
GDSDALHS	Gadsden-Hillside			X		
GDSDALMT	Gadsden-Main&Toll			X		
GDSDALRD	Gadsden-Rainbow Drive			X		
GDVLTNMA	Goodlettsville			X		
GDWRALMA	Goodwater			X		
GENVFLMA	Geneva			X		
GFNYSCMA	Gaffney			X		
GHNTKYMA	Ghent			X		
GIVLSCMA	Graniteville			X		
GLBONCAD	Adamsville			X		
GLBONCMA	N. William			X		
GLBRFLMC	Gulf Breeze			X		
GLPTMSLY	Gulfport-Lyman			X		
GLPTMSTS	Gulfport-22Nd Ave			X		
GLSNTNMA	Gleason			X		
GLSTMSMA	Gloster			X		
GNBOALMA	Greensboro			X		
GNBOGAES	Greensboro			X		
GNBONCAP	Airport			X		
GNBONCAS	Asheland	X			X	
GNBONCEU	Eugene St.	X			X	X
GNBONCHO	Mt. Hope Church			X		
GNBONCLA	Lawndale			X		
GNBONCMC	Mcknight			X		
GNBONCPG	Pleasant Garden			X		
GNBRTNMA	Greenbrier			X		
GNFDTNMT	Greenfield			X		
GNHMNCMA	Grantham			X		
GNSNMSMA	Gunnison			X		
GNVLGAMA	Greenville			X		
GNVLKYMA	Greenville			X		
GNVLSMA	Greenville			X		
GNVLSBE	Berea			X		
GNVLSCH	Churchill			X		
GNVLSCCR	Crestwood			X		
GNVLSCDT	Greenville	X			X	X
GNVLSWE	Greenville West			X		
GNVLSWCP	Ware Place			X		
GNVLSWWR	Woodruff		X			

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WC CLLI	WC Name	Interoffice Transport			High Capacity Loops	
		Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
GNWDLAMA	Greenwood			X		
GNWDMMSMA	Greenwood			X		
GRACKYMA	Gracey			X		
GRCNLAMA	Grand Cane			X		
GRDLALNM	Gardendale			X		
GRERSCMA	Greer			X		
GRFNGAMA	Griffin			X		
GRLYALMA	Gurley-Main			X		
GRNBTNMA	Greenback			X		
GRNDMSMA	Grenada			X		
GRNGLAMA	Grampling			X		
GRTWKYMA	Georgetown			X		
GRTLAMA	Georgetown			X		
GRVRNCMA	Grover			X		
GSTANCD	Dallas			X		
GSTANCSO	South St.		X			
GSVFLMA	Gainesville Main	X			X	X
GSVFLNW	Gainesville Nw			X		
GSVLGAMA	Gainesville		X			
GTBGTNMT	Gatlinburg			X		
GTHRKYMA	Guthrie			X		
GTVLALNM	Guntersville-Main			X		
GTVLGAMA	Grantville			X		
GTWDNCMA	Gatewood			X		
GTWSTNSW	Memphis-Southwind			X		
GYDNLAMA	Gueydan			X		
GYVLALNM	Graysville			X		
HABTKYMA	Habit			X		
HANSKYMA	Hanson			X		
HAVNFLMA	Havana			X		
HBSDFLMA	Hobe Sound			X		
HBVLKYMA	Hebbardsville			X		
HCGVSCMA	Hickory Grove			X		
HCMNKYMA	Hickman			X		
HDBOKYMA	Harrodsburg			X		
HDLBMSMA	Heidelberg			X		
HDVLTNMA	Hendersonville			X		
HGTNLAKN	Haughton-Koran			X		
HGTNLAMA	Haughton-Main			X		
HGVLGAMA	Hogansville			X		
HHNWTNMA	Hohenwald			X		
HIMNTNMA	Hariman			X		
HLLSTNMT	Halls			X		
HLNVFLMA	Holly Navarre			X		
HLSPMSMA	Holly Springs			X		
HLVIALMA	Holtville			X		
HLWDFLHA	Hallandale			X		
HLWDFLMA	Hollywood Main		X			

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		Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
HLWDFLPE	Pembroke-431 Hw	X			X	
HLWDFLWH	West Hollywood	X				
HMBLTNMA	Humboldt			X		
HMLTNCMA	Hamlet			X		
HMNDLAMA	Hammond			X		
HMPNGAJW	Hampton			X		
HMPSTNMA	Hampshire			X		
HMSTFLEA	Villages Homestead			X		
HMSTFLHM	Homestead			X		
HMSTFLNA	Naranja			X		
HMTNGAMA	Hamiltn			X		
HMTNMSSU	Hamilton			X		
HNLDTNMA	Huntland			X		
HNNGTNMA	Henning			X		
HNPHSCMA	Honea Path			X		
HNSNKYMA	Henderson			X		
HNSNTNMT	Henderson			X		
HNTGTNMA	Huntingdon			X		
HNVIALLW	Huntsville-Lakewood			X		
HNVIALMT	Huntsville-Main&Toll		X			
HNVIALPW	Huntsville-Parkway			X		
HNVIALRA	Huntsville-Redstone Arsenal		X			
HNVIALRW	Huntsville Research West			X		
HNVIALUN	Huntsville-University			X		
HNVLALBR	Hanceville-Bremen			X		
HNVLALNM	Hanceville-Main			X		
HNVLNCCH	North Church			X		
HNVLNCED	Edneyville			X		
HNVLNCMI	Mills River			X		
HODLMSMA	Hollandale			X		
HOMRLAMA	Homer			X		
HOURLAMA	Houma			X		
HPHZGAES	Hepzibah			X		
HPVLKYMA	Hopkinsville			X		
HPVLMSSU	Harperville			X		
HRBGKYES	Hardinsburg			X		
HRBGLAMA	Harrisonburg			X		
HRBOALOM	Hurtsboro			X		
HRFRKYMA	Hartford			X		
HRFRTNMA	Newport-Hartford			X		
HRLMGAMA	Harlem			X		
HRLNKYMA	Harlan			X		
HRLYMSMA	Hurley			X		
HRNBLAMA	Hornbeck			X		
HRNBTNMT	Hornbeak			X		
HRNNMSDS	Hernando			X		
HRTSALNM	Hartselle-Main			X		
HRTSALPE	Hartselle-Pence			X		

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		Tier 1	Tier 2	Tier 3	No. Impairment for DS3	No. Impairment for DS1
HSTNMSMA	Houston			X		
HSVLCCE	Huntersville			X		
HTBGMSMA	Hattiesburg-Main		X			
HTBGMSWE	Hattiesburg-West			X		
HTISFLMA	Hutch Is-Jen Bch-225,334			X		
HTVLSCMA	Hartsville			X		
HTVLTNMA	Hartsville			X		
HWTHFLMA	Hawthorne			X		
HWVLKYMA	Hawesville			X		
HYVLLAMA	Haynesville			X		
HZGRALMA	Hazel Green-Main			X		
HZLHGAMA	Hazelhurst			X		
HZLHMSMA	Hazelhurst			X		
INDNMSMA	Indianola			X		
INDPLAMA	Independence			X		
INDPMSSU	Independence			X		
INEZKYMA	Inez			X		
INVRMSMA	Inverness			X		
ISLDKYMA	Island			X		
ISLMFLMA	Islamorada			X		
ISPLSCIS	Isle Of Palms			X		
ITBNMSMA	Itta Bena			X		
IUKAMSES	Iuka			X		
JAY-FLMA	Jay			X		
JCBHFLAB	Jax Beach Atlantic			X		
JCBHFLMA	Jkvl. Beach			X		
JCBHFLSP	Jax Beach San Pablo			X		
JCSNALNM	Jackson			X		
JCSNGAMA	Jackson			X		
JCSNKYMA	Jackson			X		
JCSNLAMA	Jackson			X		
JCSNMSBL	Jackson-Belvedere			X		
JCSNMSCB	Clinton - Clinton Boulevard			X		
JCSNMSCP	Jackson-Capitol Pearl	X			X	X
JCSNMSMB	Jackson-Meadowbrook		X			
JCSNMSNR	Jackson-North Rankin			X		
JCSNMSPC	Jackson-Pearl City			X		
JCSNMSRW	Jackson-Rdgewood Road			X		
JCSNTNMA	Jackson-Main			X		
JCSNTNNS	Jackson-Northside			X		
JCVLALMA	Jacksonville-Main			X		
JCVLFLAR	Arlington	X				
JCVLFLBW	Beachwood		X			
JCVLFLCL	Clay	X			X	X
JCVLFLFC	Fort Caroline			X		
JCVLFLIA	Airport Rsc			X		
JCVLFLJT	South Point Rsm			X		
JCVLFLLF	Lake Forest			X		

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		Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
JCVLFLNO	Normandy			X		
JCVLFLOW	Oceanway			X		
JCVLFLRV	Riverside			X		
JCVLFLSJ	San Jose	X				
JCVLFLSM	San Marco	X				
JCVLFLWC	Wescornett			X		
JESPGAES	Jesup			X		
JFCYTMA	Jefferson City			X		
JHCRGAES	Johnson Corner			X		
JHTNSCMA	Johnston			X		
JKISGAMA	Jekyll Island			X		
JLLCTNMA	Jellico			X		
JNBOGAMA	Jonesboro			X		
JNBOLAMA	Jonesboro			X		
JNCYKYMA	Junction City			X		
JNGSLAMA	Jennings			X		
JNRTLAMA	Jeanerette			X		
JNTWMSMA	Jonestown			X		
JNVLLAMA	Jonesville			X		
JNVLSCMA	Jonesville			X		
JONNSCES	Joanna			X		
JPTRFLMA	Jupiter			X		
JSBNLAMA	Jesuit Bend			X		
JSPRALMT	Jasper			X		
JSPRTNMT	Jasper			X		
JULNNCMA	Julian			X		
KGMTNCMA	Kings Mountain			X		
KGTNGAMA	Kingston			X		
KGTNTNMT	Kingston			X		
KKVLKYMA	Kirksville			X		
KLLNALMA	Kilfen			X		
KLMCMSMA	Kilmichael			X		
KNDLNCCE	Knightdale			X		
KNNRLABR	Kenner-Briarwood		X			
KNNRLAHN	Kenner-Harahan			X		
KNTNTNMA	Kenton			X		
KNVLTNBE	Knoxville-Bearden			X		
KNVLTNFC	Knoxville-Fountain City			X		
KNVLTNMA	Knoxville-Main	X			X	
KNVLTNWH	Knoxville-West Hills			X		
KNVLTNYH	Knoxville-Young High			X		
KNWDLAMA	Kentwood			X		
KRSPLAMA	Krotz Springs			X		
KSCSMSMA	Kosciusko			X		
KTCHLAMA	Keatchie			X		
KTVLLAMA	Keithville			X		
KYHGFLMA	Keystone			X		
KYLRFLLS	Largo Sound			X		

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		Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
KYLRFLMA	Key Largo			X		
KYWSFLMA	Key West			X		
LAKEMSMA	Lake			X		
LARLMSMA	Laurel			X		
LATTSCLS	Latta			X		
LBJTKYMA	Lebanon Junction			X		
LBNNTNMA	Lebanon			X		
LBRTMSMA	Liberty			X		
LBRTSCMA	Liberty			X		
LBVLLAMA	Labadville			X		
LCDLMSMA	Lucedale			X		
LCMBLAMA	Lacombe			X		
LCMPLAMA	Lecompte			X		
LCPTLAMA	Lockport			X		
LCSRNCMA	Leicester			X		
LCSTNCMA	Locust			X		
LELDMSMA	Leland			X		
LENAMSSU	Lena			X		
LENRNCHA	Harper Avenue			X		
LENRNCHU	Hudson			X		
LERYGAMA	Leary			X		
LEVLLABF	Leesville Burr Ferry			X		
LEVLLAFP	Leesville Fort Polk			X		
LEVLLAMA	Leesville Main			X		
LEVLLASN	Leesville Simpson			X		
LFLTNNMA	Lafollette			X		
LFTTLAMA	Lafitte			X		
LFYTLARS	Lafayette			X		
LFYTKYMA	Lafayette			X		
LFYTLAMA	Lafayette Main	X				
LFYTLAVM	Lafayette Vermillion			X		
LGPTLAMA	Logansport			X		
LGRNGAMA	Lagrange			X		
LGRNKYES	Lagrange			X		
LGTNALMA	Leighton			X		
LGVLGACS	Loganville			X		
LKARLAMA	Lake Arthur			X		
LKCHLADT	Lake Charles Main		X			
LKCHLAMB	Lake Charles Moss Bluff			X		
LKCHLAMW	Lake Charles - Maplewood			X		
LKCHLAUN	Lake Charles University			X		
LKCTLAMA	Lake Catherine			X		
LKCYFLMA	Lake City			X		
LKCYTNMA	Lake City			X		
LKLRNCCE	Lake Lure			X		
LKMRFHE	Lake Mary			X		
LKPKGAMA	Lake Park			X		
LKPRLAAL	Lake Providence-Alsatia			X		

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		Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
LKPRLAMA	Lake Providence-Main			X		
LKWVSCMA	Lake View			X		
LKWLSCRS	Lake Wylie			X		
LLBNGAMA	Lilburn		X			
LLNGLABU	Luling-Boutte			X		
LLNGLAHV	Luling-Hahnville			X		
LMCYGAMA	Lumber City			X		
LMKNGAMA	Lumpkin			X		
LMTNMSSS	Lumberton			X		
LMTNNCMA	Lumberton			X		
LNBHNCMA	Long Bch.			X		
LNCYTNMA	Lenoir City			X		
LNDNALMA	Linden			X		
LNTNNCMA	Lincolnton Main			X		
LNTNNCVA	Lincolnton Vale			X		
LODNTNMA	Loudon			X		
LOUSKYES	Louisa			X		
LOVLLAMA	Leonville			X		
LPLCLAMA	Laplace			X		
LRBGKYMA	Lawrenceburg			X		
LRBGCNMA	Laurinburg			X		
LRBGTNMA	Lawrenceburg			X		
LRVLAGAOS	Lawrenceville		X			
LRVLLAMA	Loreauville			X		
LSBGGAMA	Leesburg			X		
LSBNLAMA	Lisbon			X		
LSVLGAMA	Louisville			X		
LSVLKY26	26Th Street			X		
LSVLKYAN	Anchorage			X		
LSVLKYAP	Chestnut Street	X			X	X
LSVLKYBE	Beechmont			X		
LSVLKYBR	Bardstown Road		X			
LSVLKYCW	Crestwood			X		
LSVLKYFC	Fern Creek			X		
LSVLKYHA	Harrods Creek			X		
LSVLKYJT	Jeffersonton			X		
LSVLKYOA	Okolona			X		
LSVLKYSH	Shively			X		
LSVLKYSL	Six Mile Lane			X		
LSVLKYSM	St Matthews			X		
LSVLKYTS	Third Street			X		
LSVLKYVS	Valley Station			X		
LSVLKYWE	Westport Road		X			
LSVLMAMA	Louisville			X		
LTCHLAMA	Lutcher			X		
LTHNGAJS	Lithonia			X		
LTMRCNCE	Lattimore			X		
LTVLGACS	Luthersville			X		

Exhibit 1

Wirecenter Listings for Non-Impairment Thresholds

FCC WC Docket No. 04-313.
BellSouth Telecommunications, Inc.
Filing Date: 02-18-05

WC CLLI	WC Name	Interoffice Transport			High Capacity Loops	
		Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
LULAGAMA	Lula			X		
LULAMSMA	Lula			X		
LVMRKYMA	Livermore			X		
LVTNALLA	Livingston			X		
LVTNLAMA	Livingston			X		
LWBGTNMA	Lewisburg			X		
LWDLNCE	Lawndale			X		
LWLLNCMA	Lowell			X		
LWTLLAMA	Lawtell			X		
LXTNALMA	Lexington			X		
LXTNMSMA	Lexington			X		
LXTNTNMA	Lexington			X		
LYBGTNMT	Lynchburg			X		
LYHNFLOH	Lynn Haven			X		
LYLSTNMA	Lyles			X		
LYMNSCES	Lyman			X		
LYNSGAMA	Lyons			X		
LYVLSMA	Lynville			X		
LYVLTNMA	Lynnville			X		
MABNMSMA	Maben			X		
MACEKYMA	Maceo			X		
MACNGAGP	Guy Payne			X		
MACNGAMT	Macon Main	X				
MACNGAVN	Vineville			X		
MACNMSMA	Macon			X		
MADNNCE	Maiden			X		
MAGEMSMA	Magee			X		
MANYLAMA	Many			X		
MARNALNM	Marion			X		
MARNKYMA	Marion			X		
MARNSCBN	Brittons Neck			X		
MARNSCMA	Marion			X		
MARTKYMA	Martin			X		
MAVLTNMA	Maryville-Main			X		
MCCLMSMA	Mccool			X		
MCCLSCMA	Mccoll			X		
MCCMMSMA	Mccomb			X		
MCCMMSSM	Summit			X		
MCDNGAGS	Mcdonough			X		
MCDNKYMA	Mcdaniels			X		
MCINALMA	Mcintosh			X		
MCKNTNMA	Mckenzie			X		
MCLNMSMA	Mclain			X		
MCNPFLMA	Micanopy			X		
MCWLKYMA	Mcdowell			X		
MCWNTNMT	Mcwen			X		
MDBGFLPM	Middleburg			X		
MDBOKYMA	Middlesboro			X		

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		Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
MDSNALNM	Madison-Main			X		
MDSNGAMA	Madison			X		
MDSNMSES	Madison			X		
MDTNTNMA	Middleton			X		
MDVIKYMA	Madisonville			X		
MDVILAMA	Madisonville			X		
MDVITNMT	Madisonville			X		
MEDNTNMA	Medina			X		
MEVLLAMA	Meville			X		
MGFDKYMA	Morganfield			X		
MGNLMSMA	Magnolia			X		
MGTNNCGL	Glen Alpine			X		
MGTNNCGR	Morganton South Green St.			X		
MGTWKYMA	Morgantown			X		
MGVANCE	Maggie Valley			X		
MIAMFLAE	Alhambra	X			X	
MIAMFLAL	Allapattah			X		
MIAMFLAP	Miami Airport			X		
MIAMFLBA	Bayshore		X			
MIAMFLBC	Biscayne			X		
MIAMFLBR	Miami Beach		X			
MIAMFLCA	Canal	X				
MIAMFLDB	Dadeland			X		
MIAMFLFL	Flagler			X		
MIAMFLGR	Grande	X			X	X
MIAMFLHL	Hialeah	X			X	
MIAMFLIC	Indian Creek			X		
MIAMFLKE	Key Biscayne			X		
MIAMFLME	Miami Metro			X		
MIAMFLNM	North Miami			X		
MIAMFLNS	Northside			X		
MIAMFLOL	Opa Locka			X		
MIAMFLPB	Polciana	X				
MIAMFLPL	Palmetto	X			X	X
MIAMFLRR	Red Road	X				
MIAMFLSH	Miami Shores			X		
MIAMFLSO	Silver Oaks	X				
MIAMFLWD	West Dade			X		
MIAMFLWM	West Miami	X				
MICCFLLB	Barefoot Bay			X		
MILNTNMA	Milan			X		
MINDLAMA	Minden			X		
MIZEMSMA	Mize			X		
MKVLLAHM	Marksville-Hessmer			X		
MKVLLAMN	Marksville-Main			X		
MLBGKYMA	Millersburg			X		
MLBRFLMA	Melbourne Main	X			X	
MLLNGAMA	Millen			X		

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		Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
MLNSSCW	Mullins			X		
MLTNFLRA	Milton			X		
MLTNKYMA	Milton			X		
MLTNNCMA	Milton			X		
MMPHTNBA	Memphis-Bartlett	X				
MMPHTNCK	Memphis-Cherokee			X		
MMPHTNCT	Memphis-Chickasaw	X				
MMPHTNEL	Memphis-Eastland	X				
MMPHTNFR	Memphis-Frayser			X		
MMPHTNGT	Memphis-Germantown	X				
MMPHTNHP	Memphis-Humphreys			X		
MMPHTNMA	Memphis-Main	X				
MMPHTNMT	Memphis-Midtown	X				
MMPHTNOA	Memphis-Oakville	X			X	
MMPHTNSL	Memphis-Southland	X				
MMPHTNST	Memphis-Southside			X		
MMPHTNWW	Memphis-Westwood			X		
MNASMSMA	Meridian Naval Air Sta			X		
MNCHTNMA	Manchester			X		
MNDNMSMA	Mendenhall			X		
MNDRFLAV	The Avenues		X			
MNDRFLL0	Mandarin	X				
MNDRFLLW	Lemonwood			X		
MNFDALMA	Munford-Main			X		
MNFDLAMA	Mansfield			X		
MNPLSCES	Mt. Pleasant		X			
MNPLTNMA	Mount Pleasant			X		
MNSNFLMA	Munson			X		
MNTIGAMA	Monticello			X		
MNTIMSMA	Monticello			X		
MNTINCMA	Monticello			X		
MNTVALNM	Montevallo			X		
MNVLLAMA	Mandeville			X		
MOBLALAP	Mobile-Airport			X		
MOBLALAZ	Mobile-Azalea	X				
MOBLALBF	Mobile Bayfront			X		
MOBLALOS	Mobile-Old Shell			X		
MOBLALPR	Mobile-Prichard			X		
MOBLALSA	Mobile-Saraland			X		
MOBLALSE	Mobile-Semmes			X		
MOBLALSF	Mobile-Spanish Fort			X		
MOBLALSH	Mobile-Spring Hill			X		
MOBLALSK	Mobile-Skyline			X		
MOBLALTH	Mobile-Theodore			X		
MOLTALNM	Moulton			X		
MONRLADS	Monroe-Desiard			X		
MONRLAMA	Monroe-Main	X				
MONRLAWM	Monroe-West Monroe			X		

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		Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
MPVLALMA	Maplesville			X		
MRBOTNMA	Murfreesboro		X			
MRCYLAAM	Mc Amelia			X		
MRCYLAIN	Mc Inglewood			X		
MRDNMSTL	Meridian			X		
MRGPKYMA	Mortons Gap			X		
MRGZLAMA	Morganza			X		
MRHDMSMA	Moorhead			X		
MRKSMSHW	Marks			X		
MRRGLAMA	Mer Rouge			X		
MRRWGAMA	Morrow			X		
MRRYKYMA	Murray			X		
MRTHFLVE	Vaca Key			X		
MRTNMSMA	Morton			X		
MRTTGAEA	Marietta East			X		
MRTTGAMA	Marietta Main	X			X	X
MRTTSCMA	Slater Marietta			X		
MRTWTNMA	Morristown			X		
MSCTTNMT	Mascot			X		
MSCWTNMA	Moscow			X		
MSPNMSMA	Moss Point			X		
MSTFMSCU	Stennis Center			X		
MTEDKYMA	Mt Eden			X		
MTGMALDA	Montgomery-Dalraida		X			
MTGMALMB	Montgomery-Millbrook			X		
MTGMALMT	Montgomery-Main&Toll	X				
MTGMALNO	Montgomery-Normandale			X		
MTGMLAMA	Montgomery			X		
MTGTLAMA	Montegut			X		
MTHLNCMA	Mount Holly			X		
MTHRLAMA	Mt Hermon			X		
MTOLMSMA	Mount Olive			X		
MTOLNCCE	Mt. Olive			X		
MTRYLAMA	Monterey			X		
MTSTKYMA	Mt Sterling			X		
MTVRALMA	Mt Vernon			X		
MXVFLMA	Maxville			X		
MYFDKYMA	Mayfield			X		
MYVLKYMA	Maysville			X		
MYVLLAMA	Merryville			X		
MYVLTNMA	Maynardville			X		
NAGSSCMA	North Augusta			X		
NDADFLAC	Arch Creek			X		
NDADFLBR	Brentwood			X		
NDADFLGG	Golden Glades	X				
NDADFLOL	Oleta		X			
NEBOKYMA	Nebo			X		
NEONKYES	Neon			X		

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		Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
NKLRFLMA	No. Key Largo			X		
NORCLAMN	Norco			X		
NPVLLAMA	Napoleonville			X		
NRCRGAMA	Norcross	X			X	X
NRRSTNMA	Norris			X		
NRVLKYMA	Nortonville			X		
NSBHFLMA	New Smyrna Beach			X		
NSVLTNAA	Nashville-Airport Authority			X		
NSVLTNAP	Nashville-Airport			X		
NSVLTNBH	Nashville-Burton Hills			X		
NSVLTNBV	Nashville-Bellevue			X		
NSVLTNBW	Nashville-Brentwood		X			
NSVLTNCD	Nashville-Cockrill Bend			X		
NSVLTNCH	Nashville-Crieve Hall	X				
NSVLTNDO	Nashville-Donelson		X			
NSVLTNHH	Nashville-Hickory Hollow			X		
NSVLTNIN	Nashville-Inglewood			X		
NSVLTNMC	Nashville-Madison			X		
NSVLTNMT	Nashville-Main	X			X	X
NSVLTNST	Nashville-Sharondale		X			
NSVLTNUN	Nashville-University	X				
NSVLTNWC	Nashville-Whites Creek			X		
NSVLTNWM	Nashville-Westmeade			X		
NTCHLACR	Natchitoches-Cane River			X		
NTCHLAMA	Natchitoches-Main			X		
NTCHMSMA	Natchez			X		
NTNMSMA	Nettleton			X		
NWALMSMA	New Albany			X		
NWBRTNMA	Newbern			X		
NWBYFLMA	Newberry			X		
NWBYSCMA	Newberry			X		
NWELSCMA	New Ellenton			X		
NWHNKYMA	New Haven			X		
NWIBLAMA	New Iberia			X		
NWLDNCE	Newland			X		
NWNNGAMA	Newnan			X		
NWORLAAR	No-Aurora			X		
NWORLAAV	No-Avondale			X		
NWORLABM	No-Broadmoor			X		
NWORLACA	No-Carrollton			X		
NWORLACM	No-Chalmette			X		
NWORLAFR	No-Franklin			X		
NWORLALK	No-Lake			X		
NWORLAMA	No Main	X			X	X
NWORLAMC	No-Mid City			X		
NWORLAMR	No-Marrero			X		
NWORLAMT	No-Metalrie	X				
NWORLAMU	No-Michoud			X		

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		Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
NWORLARV	No-Riverside			X		
NWORLASC	No-St Charles			X		
NWORLASK	No-Seabrook			X		
NWORLASW	No-Shrewsbury			X		
NWPTTNMT	Newport-Main			X		
NWRDLAMA	New Roads			X		
NWTNGAMA	Newton			X		
NWTNLAMA	Newellton			X		
NWTNMSHC	Hickory			X		
NWTNMSMA	Newton			X		
NWTNMCMA	Newton			X		
OBDHMSMA	Obadiah			X		
OCSPMSGO	Ocean Springs			X		
OHTCALMA	Ohatchee-Main			X		
OKDLLAMA	Oakdale			X		
OKGVKYES	Oak Grove			X		
OKGLAMA	Oak Grove			X		
OKHLFLMA	Oak Hill			X		
OKLDMMSMA	Oakland			X		
OKLNMSMA	Okolona			X		
OKRGTNMT	Oak Ridge			X		
OLCYLAMA	Oil City			X		
OLHCTNMA	Old Hickory			X		
OLSPTNMA	Oliver Springs			X		
OLTWFLN	Old Town			X		
OPLKALMT	Opelika			X		
OPLSLATL	Opelousas			X		
ORBGSCMA	Orangeburg			X		
ORLDFLAP	Azalea Park	X				
ORLDFLCL	Colonial	X				
ORLDFLMA	Orlando Main	X			X	X
ORLDFLPC	Pinecastle	X			X	
ORLDFLPH	Pine Hills	X				
ORLDFLSA	Sand Lake	X				
ORPKFLMA	Orange Park Main			X		
ORPKFLRW	Orpk Ridgewood			X		
OSYKMSMA	Osyka			X		
OVIDFLCA	Oviedo Main			X		
OWBOKYMA	Owensboro			X		
OWTNKYMA	Owenton			X		
OXFRMSMA	Oxford			X		
PACEFLPV	Pace			X		
PACEMSMA	Pace			X		
PAHKFLMA	Pahokee			X		
PANLGAMA	Panola			X		
PARSKYMA	Paris			X		
PARSTNMA	Paris			X		
PASNLAMN	Patterson			X		

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		Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
PCBHFLNT	Panama City Beach			X		
PCKNMSMA	Pickens			X		
PCKNSCES	Pickens			X		
PCLTSCMA	Pacolet			X		
PCYNMSMA	Picayune			X		
PDCHKYIP	Paducah Information Park			X		
PDCHKYLO	Paducah Lone Oak			X		
PDCHKYMA	Paducah Kentucky Street			X		
PDCHKYRL	Paducah Reiland			X		
PDMTALMA	Piedmont-Main			X		
PDMTSCES	Piedmont			X		
PGSNMSMA	Port Gibson			X		
PHCYALFM	Fort Mitchell			X		
PHCYALMA	Phenix City			X		
PHLAMSMA	Philadelphia			X		
PINELAMA	Pine			X		
PIVLKYMA	Pineville			X		
PKVLKYMA	Pikeville			X		
PKVLKYMT	Pikeville Meta			X		
PLCSFLMA	Palm Coast			X		
PLHMGAMA	Pelham			X		
PLHTMSMA	Pelahatchie			X		
PLLCLAMA	Pollock			X		
PLMTGAMA	Palmetto			X		
PLMYTNMA	Palmyra			X		
PLQMLACR	Crescent			X		
PLQMLAMA	Plaquemine			X		
PLRGKYMA	Pleasant Ridge			X		
PLSKTNMA	Pulaski			X		
PLTKFLMA	Palatka			X		
PLTNMSMA	Pearlington			X		
PMBHFLCS	Coral Springs		X			
PMBHFLFE	Federal	X				
PMBHFLMA	Margate	X				
PMBHFLTA	Tamarac			X		
PMBRKYMA	Pembroke			X		
PMBRNCCE	Pembroke			X		
PMPKFLMA	Pomona Park			X		
PNALLAMA	Pt A La Hache			X		
PNCHLAMA	Ponchatoula			X		
PNCYFLCA	Callaway			X		
PNCYFLMA	Panama City Main		X			
PNMTGAMA	Pine Mountain			X		
PNSCFLBL	Belmont	X				
PNSCFLFP	Ferry Pass		X			
PNSCFLHC	Hillcrest			X		
PNSCFLPB	Pardido Bay			X		
PNSCFLWA	Warrington			X		

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		Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
PNSNALMA	Pinson			X		
PNTHKYMA	Panther			X		
PNTNSCMA	Pendleton			X		
PNTTMSMA	Pontotoc			X		
PNVDFLMA	Ponte Vedra Beach			X		
PNVLKYMA	Paintsville			X		
POLRGAMA	Pooler			X		
PPVLMMSMA	Poplarville			X		
PRBGKYES	Prestonsburg			X		
PRDSLAMA	Paradis			X		
PRPRLAMA	Pierre Part			X		
PRRNFLMA	Perrine	X			X	
PRRVLAMA	Pearl River			X		
PRSHALNM	Parrish			X		
PRSNFLFD	Pierson			X		
PRSRSCMA	Prosperity			X		
PRTNKYES	Princeton			X		
PRVDKYMA	Providence			X		
PRVLALMA	Prattville			X		
PRVLKYMA	Perryville			X		
PRVMSMSMA	Purvis			X		
PSCGMSGGA	Pascagoula-Gautier			X		
PSCGMSMA	Pascagoula-Main			X		
PSCHMSLT	Pass Christian-Bayou Laterre			X		
PSCHMSMA	Pass Christian-Main			X		
PSVWTNMT	Pleasant View			X		
PTBGTNMA	Petersburg			X		
PTBRLAMA	Port Barre			X		
PTCMMSSU	Potts Camp			X		
PTCYGAMA	Peachtree City			X		
PTLDTNMA	Portland			X		
PTRYKYMA	Port Royal			X		
PTSLFLMA	North Port-St. Lucie W. C.			X		
PTSLFLSO	South Port-St. Lucie-335 W. C.			X		
PTSLLAMA	Port Sulphur			X		
PWSPGAAS	Powder Springs			X		
QTMNMSMA	Quitman			X		
RAYNLAMA	Rayne			X		
RBLNLAMA	Robeline			X		
RBRDKYMA	Robards			X		
RCHMNCMA	Rockingham			X		
RCKMGAES	Rockmart			X		
RCLDGAMA	Richland			X		
RCLDLAMA	Raceland			X		
RCMDKYMA	Richmond			X		
RCTNMSMA	Richton			X		
RDBAALMA	Red Bay			X		
RDGLTNMA	Ridgely			X		

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		Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
RDVLNCMA	Reidsville			X		
RDVLNCSE	Simpsonville			X		
RFFNNCMA	Ruffin			X		
RKWDTNMA	Rockwood			X		
RLFKMSMA	Rolling Fork			X		
RLGHMSMA	Raleigh			X		
RLGHNCDD	Raleigh-Durham Airport W. C.			X		
RLGHNCGA	Garner			X		
RLGHNCGL	Glenwood Avenue	X				
RLGHNCHO	New Hope	X				
RLGHNCJO	Jones Franklin			X		
RLGHNCMO	Morgan St.	X			X	X
RLGHNCSE	Sunnybrook			X		
RLGHNCSE	Six Forks			X		
RLVLALMA	Russellville			X		
RLVLKYMA	Russellville			X		
RLVLSMA	Ruleville			X		
ROGNLAMA	Rougon			X		
ROMEGATL	Rome East			X		
ROXIMSMA	Roxie			X		
RPLYMSMA	Ripley			X		
RPLYTNMA	Ripley			X		
RPVLGAMA	Roopville			X		
RRVLALMA	Rogersville			X		
RRVLTNMA	Rogersville			X		
RSDLMSMA	Rosedale			X		
RSTNLAMA	Ruston			X		
RSTRKYES	Rose Terrace			X		
RSWLGAMA	Roswell	X			X	
RTLGGAMA	Rutledge			X		
RTTNNCCE	Rutherfordton			X		
RVDLGAMA	Riverdale			X		
RWLDNCMA	Rowland			X		
RYMNMSDS	Raymond			X		
RYTNGAMA	Royston			X		
RYVLLAMA	Rayville			X		
SALMSCMA	Salem			X		
SALNLAMA	Saline			X		
SANGTNMT	Sango			X		
SBRKSCSK	Seabrook Island			X		
SBSTFLFE	Fellsmere			X		
SBSTFLMA	Sebastian			X		
SCCRGAMA	Social Circle			X		
SCHLNCHA	Hampstead			X		
SCHLNCMA	Scotts Hill			X		
SCHLSCES	Society Hill			X		
SCISLAMA	Sicily Island			X		
SCOBMSMA	Scooba			X		

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		Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
SCRMKYMA	Sacramento			X		
SDDSTNMA	Soddy Daisy			X		
SDVLKYMA	Sadleville			X		
SEBRKYMA	Sebree			X		
SELMALMT	Selma			X		
SELMNCMA	Selma			X		
SENCSCMA	Seneca			X		
SENOGAMA	Senola			X		
SEWNTNMW	Sewanee			X		
SFVLLAMA	St Francisville			X		
SGKYFLMA	Sugarloaf			X		
SHAWMSES	Shaw			X		
SHBTMSMA	Shubuta			X		
SHFDALMT	Sheffield-Main&Toil			X		
SHGVKYMA	Sharon Grove			X		
SHLBMSDS	Shelby			X		
SHLBNCMA	Shelby			X		
SHNNMSMA	Shannon			X		
SHPTLABS	Shreveport-Bossier			X		
SHPTLACL	Shreveport-College			X		
SHPTLAHD	Shreveport-South Highlands			X		
SHPTLAMA	Shreveport-Main	X			X	
SHPTLAQB	Shreveport-Queensboro			X		
SHPTLASG	Shreveport-Summer Grove			X		
SHQLMSMA	Shuqualak			X		
SHRNSCMA	Sharon			X		
SHVLKYMA	Shelbyville			X		
SHVLTNMA	Shelbyville			X		
SKVLMSMA	Starkville			X		
SLBRNCMA	Salisbury		X			
SLCKMSMA	Silver Creek			X		
SLGHKYMA	Slaughters			X		
SLIDLAMA	Stidell			X		
SLMRTNMT	Selmer			X		
SLPHKYMA	Sulphur			X		
SLPHLAMA	Sulphur Main			X		
SLTLMSSU	Saltito			X		
SLVSKYMA	Salvisa			X		
SMDLMSSU	Smithdale			X		
SMNRMSMA	Sumner			X		
SMRLMSMA	Sumrall			X		
SMTWTNMA	Summertown			X		
SMVLGAMA	Smithsville			X		
SMVLLAMA	St. Martinville			X		
SMYRGAMA	Smyrna	X				
SMYRGAPF	Powers Ferry	X			X	X
SMYRTNMA	Smyrna			X		
SNFRFLMA	Sanford Main	X				

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Filing Date: 02-18-05

WC CLLI	WC Name	Interoffice Transport			High Capacity Loops	
		Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
SNLVGAMA	Snellville			X		
SNMTGALR	Stone Mountain			X		
SNRYMSMA	Seminary			X		
SNSDMSSU	Sunnyside			X		
SNTBMSPS	Senatobia			X		
SNTFTNMA	Santa Fe			X		
SNTNKYMA	Stanton			X		
SNVLGAES	Sandersville-Tennile W. C.			X		
SNVLTNMA	Sneedville			X		
SOHNMSDC	Memphis-Southhaven			X		
SOPTNCCE	Southport			X		
SOVLTNMT	Somerville			X		
SPBGSCBS	Bolling Springs			X		
SPBGSCCV	Converse			X		
SPBGSCHW	University Way			X		
SPBGSCMA	Spartanburg		X	X		
SPBGSCVW	Westview			X		
SPBGTNMA	South Pittsburg			X		
SPCYTNMT	Spring City			X		
SPFDKYMA	Springfield			X		
SPFDLAMA	Springfield			X		
SPFDSCMA	Springfield-Salley			X		
SPFDTNMA	Springfield			X		
SPHLTNMT	Spring Hill			X		
SPPNCMA	Spruce Pine			X		
SPRKGAMA	Sparks			X		
SPRTGAMA	Sparta			X		
SRDSGAES	Sardis			X		
SRDSMSMA	Sardis			X		
SRFDNCCE	Summerfield			X		
SRGHKYMA	Sorgho			X		
SRISMSMA	Singing River			X		
SRVLTNMA	Surgoinsville			X		
SSISGAES	St. Simons			X		
SSVLKYMA	Simpsonville			X		
SSVLNCJE	Jennings Road			X		
SSVLNCMA	Statesville Main			X		
STAGFLBS	St. Aug. Beachside			X		
STAGFLMA	St. Aug. Main	X		X		
STAGFLSH	St. Aug. Shores			X		
STAGFLWG	St. Johns World Golf Village			X		
STBRGANH	Stockbridge			X		
STBRLAMA	St Bernard			X		
STCHKYMA	St Charles			X		
STFRKYMA	Stanford			X		
STGBLAMA	St Gabriel			X		
STGRKYMA	Stamping Ground			X		
STGRSCMA	St. George			X		

Exhibit 1
Wirecenter Listings
for Non-Impairment Thresholds

FCC WC Docket No. 04-313.
 BellSouth Telecommunications, Inc.
 Filing Date: 02-18-05

WC CLLI	WC Name	Interoffice Transport			High Capacity Loops	
		Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
STJSLAMA	St Joseph			X		
STLNLAMA	St Landry			X		
STNLKYMA	Stanley			X		
STNLNCCE	Stanley			X		
STONKYMA	Stone			X		
STPNNCMA	Stony Point			X		
STRGKYMA	Sturgis			X		
STRGMSSU	Sturgis			X		
STRFLMA	Stuart		X			
STSNALMA	Stevenson-Main			X		
STTNLAMA	Sterlington			X		
SUVLSCMA	Summerville			X		
SVNHGABS	Savannah Main	X			X	
SVNHGADE	Derenne			X		
SVNHGAGC	Garden City			X		
SVNHGASI	Skidaway Island			X		
SVNHGAWB	Whitebluff			X		
SVNHGAWI	Wilmington Isle			X		
SVNHTNMT	Savannah			X		
SVLTNMT	Sevierville			X		
SWBOGAES	Swainsboro			X		
SWLKLAMA	Sweetlake			X		
SWNNNCMA	Swannanoa			X		
SWSNKYMA	South Williamson			X		
SWTWTNMT	Sweetwater			X		
SXMLSCMA	Six Mile			X		
SXPHNCMA	Saxapahaw			X		
SYHSFLCC	Sunny Hills			X		
SYLCALMT	Sylacauga			X		
SYLVGAES	Sylvester			X		
TBISGAMA	Tybee Island			X		
TCHLMSMA	Tchula			X		
TFTNGAMA	Tifton			X		
THBDLAMA	Thibodaux			X		
THSNGAMA	Thomson			X		
THVLALMA	Thomasville			X		
THVLGAMA	Thomasville			X		
TKNASCST	Tokeena Crossroads			X		
TLDGALMA	Talladega-Main			X		
TLOGALRF	Renfree			X		
TLLHLAMA	Tallulah			X		
TLLHTNMA	Tallahoma			X		
TLLPGAES	Tallapoosa			X		
TMPLGAMA	Temple			X		
TMSBMSMA	Toomsaba			X		
TMVLSCMA	Timmons ville			X		
TPVLTNMA	Tiptonville			X		
TRENFLMA	Tranton			X		

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Wirecenter Listings
for Non-Impairment Thresholds

FCC WC Docket No. 04-313.
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 Filing Date: 02-18-05

WC CLLI	WC Name	Interoffice Transport			High Capacity Loops	
		Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
TREKYMA	Trenton			X		
TRINTMA	Triune			X		
TRMNCMA	Troutman			X		
TROYALMA	Troy			X		
TROYTNMT	Troy			X		
TRRSSCMA	Travelers Rest			X		
TRRYMSMA	Terry			X		
TRTNTNMA	Trenton			X		
TSCALDH	Tuscaloosa-Druid Hills			X		
TSCALMT	Tuscaloosa-Main&Toll			X		
TSCALNO	Tuscaloosa-Northport			X		
TSKGALMA	Tuskegee			X		
TTVFLMA	Titusville			X		
TTWLSMA	Tutwiler			X		
TUKRGAMA	Tucker		X			
TUNCLAMA	Tunica			X		
TUNCMSMA	Tunica			X		
TUPLMSMA	Tupelo		X			
TWCKALMA	Town Creek			X		
TWNSTNMA	Maryville-Townsend			X		
TYTWMSMC	Tylertown			X		
TYVLKYMA	Taylorsville			X		
TYVLSMA	Taylorsville			X		
TYVLNCMA	Taylorsville			X		
UNCYTNMA	Union City			X		
UNINMSDS	Union			X		
UNINSCMA	Union			X		
UNTWALNM	Uniontown			X		
UTICKYMA	Utica			X		
UTICMSDS	Utica			X		
VADNMSMA	Valden			X		
VCBGSMA	Vicksburg			X		
VCHRLAMA	Vacherie			X		
VDALGAMA	Vidalia			X		
VDALLAMA	Vidalia			X		
VENCLAMA	Venice			X		
VERNFLMA	Vernon			X		
VIRGKYMA	Virgie			X		
VLDGAMA	Valdosta			X		
VLRCGAES	Villa Rica			X		
VNCLMSMA	Van Cleave			X		
VNCNALMA	Vincent			X		
VNLRTNMA	Vaneer			X		
VNTNLAMA	Vinton			X		
VRBHFLBE	Beachland			X		
VRBHFLMA	Vero Beach		X			
VRNAMMSMA	Verona			X		
WACOKYMA	Waco			X		

Exhibit 1
Wirecenter Listings
for Non-Impairment Thresholds

FCC WC Docket No. 04-313.
 BellSouth Telecommunications, Inc.
 Filing Date: 02-18-05

WC CLLI	WC Name	Interoffice Transport			High Capacity Loops	
		Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
WASHLAMA	Washington			X		
WBTNALNM	West Blocton			X		
WCLMSCMA	Airport Remote			X		
WDBYGAES	Woodbury			X		
WDDYKYMA	Waddy			X		
WDLYGAMA	Wadley			X		
WDSTGACR	Woodstock			X		
WDVLSMA	Woodville			X		
WELKFLMA	Welaka			X		
WESTMSMA	West			X		
WGNMSMA	Wiggins			X		
WGVLGAES	Wrightsville			X		
WGVLNCMA	Wrightsville			X		
WHBGKYMA	Whitesburg			X		
WHBLTNMT	White Bluff			X		
WHCSLAMA	White Castle			X		
WHHSTNMA	White House			X		
WHPITNMA	White Pine			X		
WHTMSCMA	Whitmire			X		
WHVLKYMA	Whitesville			X		
WHVLTNMT	Whiteville			X		
WHWLTNMA	Whitwell			X		
WINOMSMA	Winona			X		
WKISLAMA	Weeks Island			X		
WLBGKYMA	Williamsburg			X		
WLCKKYES	Wallins Creek			X		
WLGVMSSU	Walnut Grove			X		
WLHLSCES	Walhalla			X		
WLMGNCFO	Fourth St.	X				
WLMGNCLE	Leland			X		
WLMGNCWI	Winter Park		X			
WLNTMSMA	Walnut			X		
WLPTTNMA	Williamsport			X		
WLSNLAMA	Wilson			X		
WLVLKYMA	West Louisville			X		
WMNSSCES	Westminister			X		
WMTNSCPW	Pelzer			X		
WNBOLAMA	Winnsboro			X		
WNCHKYMA	Winchester			X		
WNCHKYPV	Pilot View			X		
WNCHTNMA	Winchester			X		
WNDLNCP1	Wendell			X		
WNFDLACA	Winnfield-Calvin			X		
WNFDLAMA	Winnfield-Main			X		
WNRDMSSU	Windsor Road			X		
WNSLNCAR	Arc Midway			X		
WNSLNCCL	Clemmons			X		
WNSLNCFI	Fifth St.	X			X	

Exhibit 1

Wirecenter Listings for Non-Impairment Thresholds

FCC WC Docket No. 04-313.
BellSouth Telecommunications, Inc.
Filing Date: 02-18-05

WC CLLI	WC Name	Interoffice Transport			High Capacity Loops	
		Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
WNSLNCGL	Glenn Avenue			X		
WNSLNCLE	Lexington			X		
WNSLNCVI	Vineyard			X		
WNSLNCWA	Wallburg			X		
WNSLNCWH	Whitaker			X		
WPBHFLAN	W.Palm Bch Main	X			X	
WPBHFLGA	Greenacres		X			
WPBHFLGR	Gardens	X				
WPBHFLHH	Haverhill	X			X	
WPBHFLLE	Lake Worth		X			
WPBHFLRB	Riviera Beach		X			
WPBHFLRP	Royal Palm			X		
WRFDKYMA	Warfield			X		
WRNSGAMA	Wrens			X		
WRRBGAMA	Warner Robins			X		
WRRRALNM	Warrior			X		
WRTNGAMA	Warrenton			X		
WRTRTNMT	Wartrace			X		
WSBGKYMA	Willisburg			X		
WSPNKYMA	West Point			X		
WSPNMSMA	West Point			X		
WSSNMSMA	Wesson			X		
WTMPALMA	Wetumpka			X		
WTPRLAMA	Waterproof			X		
WTTWTNMA	Watertown			X		
WTVLGAES	Watkinsville			X		
WTVYMSMA	Water Valley			X		
WVRLTNMT	Waverly			X		
WWSPFLHI	Weekiwachee Main			X		
WWSPFLSH	Spring Hill			X		
WYBOGAES	Waynesboro			X		
WYBOMSMA	Waynesboro			X		
WYCRGAMA	Waycross			X		
WYLDKYES	Wayland			X		
WYVLNCMA	Waynesville			X		
YNFNFLMA	Youngstown Fountain W. C.			X		
YNTWFLMA	Yankeetown			X		
YNVLLAMA	Youngville			X		
YORKALMA	York			X		
YORKSCMA	York			X		
YSCLLAMA	Ysloskey			X		
YULEFLMA	Yulee			X		
YZCYMSMA	Yazoo City			X		
ZBLNGAMA	Zebulon			X		
ZBLNNCCE	Zebulon			X		
ZCHRLAMA	Zachary			X		
ZWLLLAMA	Zwolle			X		

Exhibit B

Meza, James

From: Heitmann, John [JHeitmann@KelleyDrye.com]
Sent: Tuesday, June 29, 2004 7:37 PM
To: Meza, James; jimmeza@imcingular.com
Cc: Culpepper, Robert; Joyce, Stephanie; Hendrickson, Heather T.; Heitmann, John; Campen, Jr., Henry C.
Subject: Proposed 90 Day Abatement
Importance: High

Jim,

Per our discussions on Monday and Tuesday June 28 and 29, 2004 at Parker Poe in Raleigh, the Joint Petitioners (KMC, Xspedius and NuVox/NewSouth), have, per your request, reconsidered their position with respect to the 90 day abatement of the ongoing arbitrations proposed by BellSouth.

Based on our understanding that it is the mutual understanding of the JPs and BST that:

- (1) the purpose of the abatement would be to consider how the post USTA II regulatory framework should be incorporated into the new agreements currently being arbitrated by Joint Petitioners and to identify what arbitration issues may be impacted and what additional issues, if any, need to be identified for arbitration – and that by doing so, we'd be avoiding a separate/second process of negotiating/arbitrating change-of-law amendments to the current agreement (which the parties would continue operating under until they were able to move into the new arbitrated/negotiated agreements);
- (2) the parties would continue their efforts to reduce the number of issues already identified, including going forward with the July 8 summit in DC,
- (3) the parties will cooperate on regional scheduling (as has been the case under Mr. Meza's tenure on this case);
- (4) the parties should be able to agree to a regional discovery agreement much along the lines the JPs proposed (based on an agreement in concept – but not in detail – reached by the parties earlier);

the Joint Petitioners are willing to join BST in a motion to abate for 90 days provided that we agree:

- (1) on a joint motion (we can work on it tomorrow – should be simple);
- (2) to work jointly to secure uniform grant of the motion in all states, including SC (and that we agree to a "plan B" in case SC requires withdrawal and refile – which would require a commitment by BST not to bounce JPs from their existing agreements, provided we re-file within the new window);
- (3) to a regional discovery agreement (we're ready to hammer it out tomorrow morning and to continue tomorrow morning the cooperative process with good faith negotiations to resolve outstanding discovery issues in NC); and
- (4) to frame the 90 day abatement as being from the currently proposed or set hearing dates (the point would be that we would jointly try to push-out what already has been scheduled informally between us and formally by the Commissions – realizing that SC may have to be handled differently if they insist that the arb petition be withdrawn and refiled).

I think this should be doable. Please call me right away on my cell, if you think differently. Can we meet at Parker Poe at 8:30 or 9 in the morning to get this done? (We would be postponing the remaining depositions and this week's remaining testimony deadlines, so that we could spend the day (or as much of it as it takes) to get this done – I hope to be in DC on Thursday prepping for a 10-3 issue reduction call with Rhona and Jim on Friday.)

Best, John

John J. Heitmann
Kelley Drye & Warren LLP
1200 19th Street, N.W., Suite 500

2/25/2005

Washington, D.C. 20036
Office (202) 955-9888
Fax (202) 955-9792
Mobile (703) 887-9920
jheitmann@kelleydrye.com

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

From: Culpepper, Robert [mailto:Robert.Culpepper@BellSouth.com]
Sent: Thursday, June 24, 2004 5:51 PM
To: Heitmann, John
Subject: RE: Proposed 90 Day Abatement

Perhaps we can discuss tmo or next week in Raleigh. OK?

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

From: Heitmann, John [mailto:JHeitmann@KelleyDrye.com]
Sent: Thursday, June 24, 2004 5:27 PM
To: Culpepper, Robert
Cc: Reynolds, Rhona; Meza, James; Tamplin, James; Hendrickson, Heather T.; Elmi, Jennette E.; Joyce, Stephanie; Falvey, Jim; Jennings, Jake; Russell, Bo; Cadieux, Ed; mabrow@kmctelecom.com; rpifer@kmctelecom.com
Subject: FW: Proposed 90 Day Abatement
Importance: High

Robert,

KMC, NewSouth/NuVox and Xspedius are opposed to a 90 day abatement at this time. We are not, however, opposed to folding in the post USTA II regulatory framework into the ongoing arb. As was the case with the TRO, we agree with you that it would be a waste of time to negotiate and arbitrate a separate "change-of-law" amendment when we have the new agreement arbitration as a vehicle for getting that done. What we would propose is to identify the specific rules that have been vacated and any arbitration issues currently teed-up based on our dispute about those rules. We would then discuss what impact if any the post USTA II regulatory framework has on those provisions. If the FCC issues an interim rules order, we could also assess how that impacts those provisions. We would hold those issues over to a second phase of the proceeding, wherein the parties could raise additional issues regarding other provisions of Attachment 2 that may be directly impacted by the vacated rules. Given the number of issues that remain and the prospect of adding new ones, a two phase approach may come as a bit of relief for all involved. Do you think that this approach would be workable?

Best regards, John

John J. Heitmann
Kelley Drye & Warren LLP
1200 19th Street, N.W., Suite 500
Washington, D.C. 20036
Office (202) 955-9888
Fax (202) 955-9792
Mobile (703) 887-9920
jheitmann@kelleydrye.com

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

From: Culpepper, Robert [mailto:Robert.Culpepper@BellSouth.com]
Sent: Monday, June 21, 2004 7:21 PM
To: Heitmann, John

Cc: Reynolds, Rhona; Meza, James
Subject: Proposed 90 Day

John, please review and discuss the same with your clients. Since I wasn't on this afternoon's call, the following is my understanding of the proposal which was discussed. Thanks, Robert

THE FOLLOWING IS A DRAFT FOR DISCUSSION PURPOSES ONLY:

The parties, by and thru their respective counsel, agree that it is beneficial to have additional time to review and discuss the impact that the DC Circuit's vacatur of certain FCC unbundling rules has on: (i) the unresolved issues in the pending arbitration proceedings; (ii) the parties' existing interconnection agreements; and (iii) potentially other new issues that may arise in connection therewith. Accordingly, the parties agree to the following:

1. To immediately cease all arbitration related activity, including but not limited to: filing testimony, engaging in discovery, and filing motions other than those that may be associated with item #2 below.
2. To jointly approach all State Commissions regarding discontinuing the arbitration proceedings for a 90 day period in a manner that complies with applicable law.
3. During such 90 day period, BellSouth agrees to not invoke the change of law provisions in the existing interconnection agreements in attempt to incorporate the impact of the DC Circuit's vacatur into existing interconnection agreements.
4. Following the conclusion of the 90 day period, the arbitrations may be reconvened with updated/revised issues, positions, and supplemental testimony on any revised/updated issue/position.
5. This agreement is made with a full reservations of rights by all parties and shall not be considered a waiver of any previously asserted position and/or contractual rights.

Agreed and Accepted:

NewSouth/NuVox/KMC/Xspedius

BellSouth

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113

Exhibit C

BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE

July 16, 2004

IN RE:

**JOINT PETITION FOR ARBITRATION OF NEWSOUTH
COMMUNICATIONS CORP, NUVOX COMMUNICATIONS,
INC., KMC TELECOM V, INC., KMC TELECOM III LLC, AND
XSPEDIUS COMMUNICATIONS, LLC ON BEHALF OF ITS
OPERATING SUBSIDIARIES XSPEDIUS MANAGEMENT CO.,
SWITCHED SERVICES, LLC AND XSPEDIUS MANAGEMENT
CO. OF CHATTANOOGA, LLC OF AN INTERCONNECTION
AGREEMENT WITH BELL SOUTH TELECOMMUNICATIONS,
INC.**

)
)
) **DOCKET NO.**
) **04-00046**
)
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)
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**ORDER GRANTING *JOINT MOTION TO HOLD PROCEEDING IN ABEYANCE* AND
ESTABLISHING REVISED PROCEDURAL SCHEDULE**

This matter is before the Pre-Arbitration Officer pursuant to the *Joint Motion to Hold Proceeding in Abeyance* ("Joint Motion") filed by NewSouth Communications, Corp., NuVox Communications, Inc., KMC Telecom V, Inc., KMC Telecom III, LLC, and Xspedius Communications, LLC on behalf of its operating subsidiaries Xspedius Management Co. Switched Services, LLC, Xspedius Management Co. of Chattanooga, LLC ("Joint Petitioners") and BellSouth Telecommunications, Inc. ("BellSouth") on July 15, 2004.

The Pre-Arbitration Officer established a Procedural Schedule in this matter on May 25, 2004.¹ In the *Joint Motion*, the Parties request that the proceeding in this Docket be held in abeyance for ninety (90) days, including the suspension of pending deadlines and consideration

¹ The previous Pre-Arbitration Officer assigned to this Docket issued the Order establishing the Procedural Schedule. See *Order Denying Motion in Part and Establishing Procedural Schedule* (May 25, 2004)

of all pending motions until after October 1, 2004.² Contingent upon the grant of the *Joint Motion*, the Parties agree to waive the 9 month deadline required by 47 U.S.C. § 252(b)(4)(C) for final resolution of the arbitration by the Authority.³ The Parties also propose and request approval of a revised procedural schedule.

As support for the *Joint Motion*, the Parties state that they have engaged in this arbitration proceeding since February 11, 2004. On March 2, 2004, the United States Court of Appeals for the District of Columbia in *United States Telecom Ass'n v. FCC*, 359 F.3d 554 (D.C. Cir. 2004) ("*USTA II*") affirmed in part, and vacated and remanded in part, certain rules of the Federal Communications Commission ("FCC"). As a result, the Parties aver that, at this time, certain of the FCC's rules applicable to BellSouth's obligation to provide to Joint Petitioners network elements on an unbundled basis are vacated and the FCC is expected to issue new rules. Therefore, the Parties request the proposed abatement so they may consider how the post *USTA II* regulatory framework should be incorporated into the new agreements currently being arbitrated and to identify what arbitration issues may be impacted or need to be identified for arbitration. The Parties agree that no new issues may be raised in the arbitration proceeding other than those that result from their negotiations regarding the post *USTA II* regulatory framework. Within this framework, the Parties agree to avoid a separate process of negotiating change-of-law amendments to the current interconnection agreements to address *USTA II* and to continue operating under the current agreements until they are able to move into the new agreements that ensue from this proceeding. Finally, the Parties agree to continue efforts to reduce the number of issues already identified during the abatement period.

² In light of the proposed procedural schedule submitted jointly by the Parties, the Pre-Arbitration Officer deems the request for a 90 day abatement to be a request for abatement until October 1, 2004, a date less than 90 days from the date of the filing of the *Joint Motion*

³ The Parties already have confirmed their agreement to waive the nine (9) month deadline. See *Letter from Guy M Hicks to Hon Kim Beals, Prearbitration Officer (May 19, 2004)*

The Pre-Arbitration Officer finds that, for the reasons stated by the Parties in the *Joint Motion*, the joint request of the Parties to hold this proceeding and filing deadlines in abeyance is well taken and the proceeding and deadlines should be suspended until October 1, 2004.

The Parties have also jointly requested a revised procedural schedule. As a result of the granting of the suspension of this proceeding until October 1, 2004, the request is well-taken and a revised procedural schedule is established as follows:

- | | |
|--------------------------|--|
| October 1, 2004 | The Parties shall file with the TRA a revised Joint Issues Matrix representing the consensus of the Parties on all issues |
| October 22, 2004 | Pre-filed Supplemental Direct Testimony shall be filed with the TRA and served on all Parties |
| November 12, 2004 | Pre-filed Rebuttal Testimony shall be filed with the TRA and served on all Parties |
| November 19, 2004 | A Status Conference will be held at 10:00 a.m. to set a schedule for any necessary Discovery and to set a schedule for the Hearing |

All filings are due no later than 2:00 p.m. on the dates indicated.

IT IS THEREFORE ORDERED THAT:

1. The *Joint Motion* of the Parties requesting that the proceeding and filing deadlines in this matter be held in abeyance is granted and the proceeding and filing deadlines are suspended until October 1, 2004.

2. A revised Procedural Schedule is established as stated herein.



Jean A. Stone, Counsel
as Pre-Arbitration Officer

Exhibit D



RECEIVED

2005 FEB 24 AM 9:37

BellSouth Telecommunications, Inc
333 Commerce Street
Suite 2101
Nashville, TN 37201-3300

guyhicks@bellsouth.com

T.R.A. DOCKET ROOM

Guy M Hicks
General Counsel

615 214 6301
Fax 615 214 7406

February 22, 2005

VIA HAND DELIVERY

Hon. Pat Miller
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re. *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and NuVox Communications, Inc f/k/a Trivergent Communications, Inc Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No 05-00060

Dear Chairman Miller

NuVox Communications, Inc. f/k/a Trivergent Communications, Inc and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the executed Amendments to the Interconnection Agreement dated June 30, 2000. The Interconnection Agreement expired on June 29, 2003 and the parties are currently in arbitration proceedings in BellSouth's nine state region. The Interconnection Agreement will continue month to month until the arbitrations have been completed.

The first Amendment adds Quickserve to the Agreement and the second Amendment replaces the rates for Attachment 3 Local Interconnection in the Agreement.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

GMH/dt

Enclosure

cc: Hamilton E. Russell, III, Trivergent Communications, Inc
John J. Heitmann, Esquire, Attorney for Trivergent Communications, Inc
Don Baltimore, Esquire, Attorney for Trivergent Communications, Inc

#538118

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and NuVox Communications, Inc. f/k/a Trivergent Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

**PETITION FOR APPROVAL OF THE
AMENDMENTS TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND NUVOX COMMUNICATIONS, INC. F/K/A TRIVERGENT
COMMUNICATIONS, INC. PURSUANT TO
THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, NuVox Communications, Inc. f/k/a Trivergent Communications, Inc. ("NuVox") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendments to the Interconnection Agreement dated June 30, 2000 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, NuVox and BellSouth state the following:

1. NuVox and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to NuVox. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on October 24, 2000.

2. The Interconnection Agreement expired on June 29, 2003 and the parties are currently in arbitration proceedings in BellSouth's nine state region. The Interconnection Agreement will continue month to month until the arbitrations have been completed.

3. The parties have recently negotiated two Amendments to the Agreement. The first Amendment adds Quickserve to the Agreement and the second Amendment replaces the rates for Attachment 3 Local Interconnection in the Agreement.

4. Pursuant to Section 252(e) of the Telecommunications Act of 1996, NuVox and BellSouth are submitting their Amendments to the TRA for its consideration and approval. The Amendments provide that either or both of the parties are authorized to submit the Amendments to the TRA for approval.

5. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendments between BellSouth and NuVox within 90 days of their submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

6. NuVox and BellSouth aver that the Amendments are consistent with the standards for approval.

7. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, BellSouth shall make available the entire Interconnection Agreement filed and approved pursuant to 47 USC Section 252.

NuVox and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 23rd day of Feb., 2005.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC

By 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendments to the Interconnection Agreement on the following via United States Mail, on the 23rd day of Feb., 2005:

Hamilton E. Russell, III
Regional Vice President – Legal and Regulatory Affairs
NuVox Communications, Inc. (formerly TriVergent)
301 North Main Street, Suite 500
Greenville, SC 29601

John J. Heitmann Esquire
Counsel to NuVox Communications, Inc.
Kelley Drye & Warren LLP
1200 19th Street, NW
Washington, DC 20036

Don Baltimore, Esquire
Farrar & Bates
211 Seventh Avenue North, Suite 420
Nashville, TN 37219-1823


Guy M. Hicks

**Amendment to the Agreement
Between
NuVox Communications, Inc. (fka Trivergent Communications, Inc.)
and
BellSouth Telecommunications, Inc.
Dated June 30, 2000**

Pursuant to this Amendment, (the "Amendment"), NuVox Communications, Inc (fka Trivergent Communications, Inc) (NuVox), and BellSouth Telecommunications, Inc ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 30, 2000 ("Agreement") to be effective thirty (30) calendar days after the date of the last signature executing the Amendment

WHEREAS, BellSouth and NuVox entered into the Agreement on June 30, 2000, and,

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows

- 1 The Parties agree to replace the rates in Exhibit A of Attachment 3, with the rates set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference.
- 2 All of the other provisions of the Agreement, dated June 30, 2000, shall remain in full force and effect
- 3 Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

By: *Kristen E. Rowe*

Name: KRISTEN E. ROWE

Title: DIRECTOR

Date: 1/12/05

**NuVox Communications, Inc. (fka
Trivergent Communications, Inc.)**

By: *H. Russell*

Name: Hamilton E. Russell

Title: VP, Legal Affairs

Date: 01-07-05



RECEIVED

2005 FEB 24 AM 9:35

BellSouth Telecommunications, Inc
333 Commerce Street
Suite 2101
Nashville, TN 37201-3300
guyhicks@bellsouth.com

T.R.A. DOCKET ROOM

Guy M Hicks
General Counsel
615 214 6301
Fax 615 214 7406

February 22, 2005

VIA HAND DELIVERY

Hon Pat Miller
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37238

Re *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and NewSouth Communications Corp Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No 05-00061

Dear Chairman Miller

Pursuant to Section 252(e) of the Telecommunications Act of 1996, NewSouth Communications Corp and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendments to the Interconnection Agreement dated May 18, 2001. The first Amendment revises the Notice provision in the Agreement and the second Amendment adds Quickserve to the Agreement

Thank you for your attention to this matter.

Sincerely yours,


Guy M. Hicks

cc: Bo Russell, NewSouth Communications, Corp.
John Heitmann, NewSouth Communications, Corp
Mary Campbell, NewSouth Communications, Corp.
John Fury, NewSouth Communications, Corp

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and NewSouth Communications Corp Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE
AMENDMENTS TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND NEWSOUTH COMMUNICATIONS CORP.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, NewSouth Communications Corp. ("NewSouth") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendments to the Interconnection Agreement dated May 18, 2001 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, NewSouth and BellSouth state the following:

1. NewSouth and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to NewSouth. The Interconnection Agreement was filed with the Tennessee Regulatory Authority ("TRA") on August 1, 2001 for approval.

2. The parties have recently negotiated two Amendments to the Agreement. The first Amendment revises the Notice provision in the Agreement and the second Amendment adds QuickServe to the Agreement. Copies of the Amendments are attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, NewSouth and BellSouth are submitting their Amendments to the TRA for its consideration and approval.

The Amendments provide that either or both of the parties are authorized to submit the Amendments to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendments between BellSouth and NewSouth within 90 days of their submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. NewSouth and BellSouth aver that the Amendments are consistent with the standards for approval.

6. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, BellSouth shall make available the entire Interconnection Agreement filed and approved pursuant to 47 USC Section 252.

NewSouth and BellSouth respectfully request that the TRA approve the Amendments negotiated between the parties.

This 23rd day of Feb., 2005.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

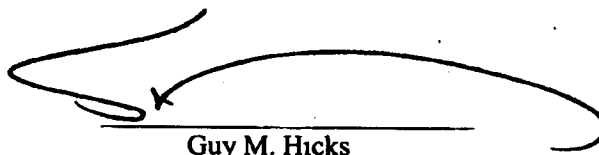
I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendments to the Interconnection Agreement on the following via United States Mail on the 23 day of FEB, 2005:

Mr. Bo Russell
NewSouth Communications, Corp.
2 N. Main St.
Greenville, SC 29601

Mr. John Hitmann
NewSouth Communications, Corp.
1200 19th Street, NEW
Suite 500
Washington, DC 20036

Ms. Mary Campbell
NewSouth Communications, Corp.
2 N. Main St.
Greenville, SC 29601

Mr John Fury
NewSouth Communications Corp.
2 N. Main St.
Greenville, SC 29601



A handwritten signature in black ink, consisting of a large, sweeping loop that starts on the left, goes up and over, then comes down and under, ending on the right. The signature is written over a horizontal line.

Guy M. Hicks

**Amendment to the Agreement
Between
NewSouth Communications, Corp.
and
BellSouth Telecommunications, Inc.
Dated May 18, 2001**

Pursuant to this Amendment, (the "Amendment"), NewSouth Communications, Corp ("NewSouth"), and BellSouth Telecommunications, Inc ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 18, 2001 ("Agreement") to be effective thirty (30) calendar days after the date of the last signature executing the Amendment ("Effective Date")

WHEREAS, BellSouth and NewSouth entered into the Agreement on May 18, 2001, and,

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows

- 1 To replace the Notices contacts for NuVox Communications, Inc with the following

Mr Bo Russell
2 N Main St
Greenville, SC 29601
brussell@nuvox.com

Mr John Heitmann
1200 19th Street, NW
Suite 500
Washington, DC 20036
JHeitmann@KclleyDryc.com

Copy to
Ms Mary Campbell
2 N Main St
Greenville, SC 29601
MCampbell@nuvox.com

Mr John Fury
2 N Main St
Greenville, SC 29601
JFury@nuvox.com

- 2 All of the other provisions of the Agreement, dated May 18, 2001, shall remain in full force and effect
- 3 Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below

BellSouth Telecommunications, Inc.

NewSouth Communications, Corp.

By *Kristen Rowe*

By *Jake E. Jennings*

Name Kristen Rowe

Name Jake E. Jennings

Title Director

Title V.P. Regulatory Affairs

Date 1/21/05

Date 01-18-05

**Amendment to the Agreement
Between
NewSouth Communications, Corp.
and
BellSouth Telecommunications, Inc.
Dated May 18, 2001**

Pursuant to this Amendment, (the "Amendment"), NewSouth Communications, Corp ("NewSouth"), and BellSouth Telecommunications, Inc ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 18, 2001 ("Agreement") to be effective February 10, 2005.

WHEREAS, BellSouth and NewSouth entered into the Agreement on May 18, 2001, and,

WHEREAS, both Parties agree that an initial New Installation of a 2-Wire Port/Loop Combination- Residence line provisioned at a Location where QuickServe is available on the line shall incur a QuickServe Non-Recurring Charge (NRC) at the NRC Currently Combined Conversion Rate set forth in the Agreement and that any initial New Installation of a 2-Wire Port/Loop Combination - Residence line provisioned at a location where QuickServe is not available, shall incur the Not Currently Combined NRC, First and Additional rates set forth in the Agreement,

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

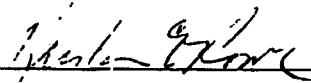
- 1 The Parties agree to incorporate into Attachment 2 of the Agreement the rates and USOCs as set forth in Exhibit 1 of this Amendment attached hereto and incorporated herein by this reference
- 2 All of the other provisions of the Agreement, dated May 18, 2001, shall remain in full force and effect
- 3 Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below

BellSouth Telecommunications, Inc.

NewSouth Communications, Corp.

By 
Name Kristen Rowe
Title Director
Date 1/13/05

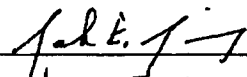
By 
Name Jake E. Jennings
Title VP, Regulatory Affairs
Date 1/14/05

Exhibit E

Meza, James

From: Meza, James
Sent: Friday, July 09, 2004 2:21 PM
To: 'Heitmann, John'
Cc: Rankin, Edward; Joyce, Stephanie; Hendrickson, Heather T.; Campen, Jr., Henry C.
Subject: Motion to Hold in Abeyance_v12.DOC

John: Attached are my suggested revisions to the draft motion. BellSouth agrees to the Jan. 11-14 hearing dates in NC and to pushing each state's hearing date back by the same amount of time. Please let me know if you have any questions.

Regards,

Jim



Motion to Hold in
Abeyance_v12...

**BEFORE THE
NORTH CAROLINA UTILITIES COMMISSION**

**Docket No. P-772, Sub 8
Docket No. P-913, Sub 5
Docket No. P-989, Sub 3
Docket No. P-824, Sub 6
Docket No. P-1202, Sub 4**

In the Matter of)	JOINT MOTION TO HOLD PROCEEDING IN ABEYANCE
Joint Petition of NewSouth)	
Communications Corp. et al. for)	
Arbitration with BellSouth)	
Telecommunications, Inc.)	

JOINT MOTION TO HOLD PROCEEDING IN ABEYANCE

NewSouth Communications Corp. ("NewSouth"), NuVox Communications, Inc. ("NuVox"), KMC Telecom V, Inc. and KMC Telecom III, LLC (collectively "KMC"), and Xspedius Communications, LLC on behalf of its operating subsidiary Xspedius Management Company Switched Services, LLC ("Xspedius") (collectively the "Joint Petitioners") and BellSouth Telecommunications, Inc. ("BellSouth") (together, the "Parties"), through their respective counsel, submit this Joint Motion to Hold Proceeding in Abeyance and hereby respectfully request that the [REDACTED] (the "Commission") hold the above-captioned proceeding in abeyance for a period of ninety (90) days. In doing so, the Parties request that the Commission suspend all pending deadlines and consideration of all pending motions until after October 1, 2004. Thereafter, arbitration related activity would resume with submission of a revised issues matrix, supplemental pre-filed direct testimony by the Joint Petitioners and supplemental pre-filed reply testimony by BellSouth and a resumption of additional procedures, including Joint Petitioners' rebuttal testimony, established up to and including the

hearing. By this Joint Motion, and contingent upon a grant by the Commission of the relief requested herein, the Parties waive through [REDACTED] the deadline, under section 252(b)(4)(C) of the Act, 47 U.S.C. § 252(b)(4)(C), for final resolution by the Commission of the issues in this arbitration. In support of this Joint Motion, the Parties submit the following.

~~Each of the Joint Petitioners and BellSouth currently are parties to an interconnection agreement, arising under sections 251 and 252 of the Act, 47 C.F.R. §§ 251 and 252, for the State of [REDACTED]. Although the terms of the Parties' current interconnection agreements have expired, the Joint Petitioners and BellSouth have agreed to continue to operate under the rates, terms and conditions set forth in those agreements until such time as a replacement interconnection agreement ensues from this arbitration proceeding and is approved by the Commission.~~

Joint Petitioners and BellSouth have engaged in the above-captioned arbitration proceeding since February 11, 2004. On March 2, 2004, the United States Court of Appeals for the District of Columbia Circuit, in *United States Telecom Ass'n v. FCC*, 359 F.3d 554 (D.C. Cir.2004) ("*USTA I*"), -affirmed in part, and vacated and remanded in part, the rules of the Federal Communications Commission ("*FCC*"), pursuant to which -applicable to the incumbent LECs are obligated 's obligation to provide to any requesting telecommunications carrier access to network elements on an unbundled basis. The D.C. Circuit initially stayed its *USTA II* mandate for a period of sixty (60) days. The stay of the *USTA II* mandate later was extended by the D.C. Circuit for a period of forty-five (45) days, until June 15, 2004 on which date the D.C. Circuit's *USTA II* mandate issued. At this time, certain of the FCC's rules applicable to BellSouth's obligation to provide to Joint Petitioners network elements on an unbundled basis are vacated and the FCC is


~~expected to issue new rules. subject to review and revision by the FCC, as ordered by the D.C. Circuit.~~

In light of these events, the Parties have agreed to the proposed 90-day abatement so that they can consider how the post *USTA II* regulatory framework should be incorporated into the new agreements currently being arbitrated and to identify what arbitration issues may be impacted and what additional issues, if any, need to be identified for arbitration. The Parties have agreed that no new issues may be raised in this arbitration proceeding other than those that result from the Parties' negotiations regarding the post-*USTA II* regulatory framework.

With this framework~~In so doing~~, the Joint Petitioners and BellSouth have agreed to avoid a separate/second process of negotiating/arbitrating change-of-law amendments to the current interconnection agreements based on *USTA II*. ~~Additionally, which~~ the Parties have agreed that they will continue operating under their current Interconnection Agreements until they are able to move into the new arbitrated/negotiated agreements that ensue from this proceeding. ~~The Parties have agreed that this process of assessing the impact of the post *USTA II* regulatory framework will commence with a BellSouth produced redline (including BellSouth's suggested revisions) of the latest arbitration version of Attachment 2 (May 23, 2004) of the new interconnection agreements currently before the Commission in this arbitration proceeding. Additional redlines, negotiations, and issue identification will take place during the 90-day period. The Parties have agreed that no new issues may be raised other than those that result from the Parties' negotiations regarding the post *USTA II* regulatory framework.~~

During this ninety (90) day period, ~~The~~ Parties also have agreed to continue their efforts to reduce the number of issues already identified. In this regard, the Parties have agreed to conduct multiple ~~a face-to-face issue resolution meeting to take place on July 8, 2004~~ negotiations.

Consistent with the foregoing, the Joint Petitioners and BellSouth hereby respectfully request that the Commission hold the above-captioned proceeding in abeyance for a period of ninety (90) days. In so doing, the Parties request that the Commission suspend all pending deadlines and consideration of all pending motions until after October 1, 2004. The Parties also jointly propose and request approval of the following revised procedural schedule.


Dec. 14-17, 2004


Revised Issues Matrix
Supplemental Direct Testimony (Joint Petitioners)
Supplemental Reply Testimony (BellSouth)
Rebuttal Testimony (Joint Petitioners)
Hearing

John: Would we move the NC hearing back to Jan 11th per your request?

Respectfully submitted,


BELLSOUTH TELECOMMUNICATIONS, INC.

R. Douglas Lackey
James Meza III
BELLSOUTH TELECOMMUNICATIONS, INC.
675 W. Peachtree Street
Suite 433
Atlanta, Georgia 30375
(404) 335-0765


Henry C. Campen, Jr.
Parker Poe Adams & Bernstein LLP
Wachovia Capitol Center
150 Fayetteville Street Mall
Suite 1400
Raleigh, NC 27602-0389
Telephone: (919) 890-4145
henrycampen@parkerpoe.com

John J. Heitmann
Stephanie Joyce
Heather Hendrickson
KELLEY DRYE & WARREN LLP
1200 Nineteenth Street, N.W.
Suite 500
Washington, D.C. 20036
(202) 955-9600 (telephone)
(202) 955-9792 (facsimile)

Dated: February 25, 2005~~July 9, 2004~~

Exhibit F

PARKER POE

PARKER POE ADAMS & BERNSTEIN L.L.P.
Attorneys and Counselors at Law

Henry C. Campen, Jr.
Partner
Telephone: 919.890.4145
Direct Fax: 919.834.4564
henrycampen@parkerpoe.com

Wachovia Capitol Center
150 Fayetteville Street Mall
Suite 1400
Post Office Box 389
Raleigh, NC 27602-0389
Telephone 919.828.0564
Fax 919.834.4564
www.parkerpoe.com

December 2, 2004

Via Hand Delivery
Ms. Geneva Thigpen
Chief Clerk
North Carolina Utilities Commission
430 N. Salisbury Street
Raleigh, NC 27601

FILED

DEC 0 2 2004

Clerk's Office
N.C. Utilities Commission

OFFICIAL COPY

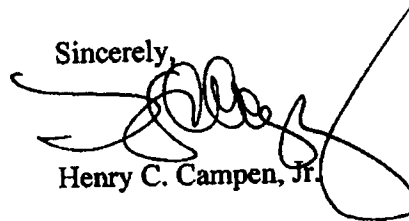
Re: Docket No. P-294, Sub 28

Dear Ms. Thigpen:

Enclosed are an original and twenty-eight (28) copies KMC Telecom III LLC, KMC Telecom V, Inc., KMC Data LLC's And Sprint Communications Company, LP's Joint Motion to Hold Proceeding in Abeyance in the above-referenced docket. Please return one date-stamped copy to me via our courier.

Thank you for your assistance in this matter.

Sincerely,



Henry C. Campen, Jr.

HCC:ckc

Enclosure

cc: Jack H. Derrick (by e-mail and U.S. mail)
Edward Phillips (by U.S. mail)
Janette Luehring, (by U.S. mail)

Clerk
AG
Kur
Dw
Erc
T. B
Gen
Lor
Hoc
Ses
Kf
Kel
Pas
Wig
Grub
3 Leo
3 Ao
2 Ecy
3 Con

CHARLESTON, SC
CHARLOTTE, NC
COLUMBIA, SC
SPARTANBURG, SC

FILED

DEC 02 2004

Clerk's Office
N.C. Utilities Commission

STATE OF NORTH CAROLINA
UTILITIES COMMISSION

DOCKET NO. P-294, SUB 28

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

In the Matter of:

Petition of KMC Telecom III LLC, KMC
Telecom V, Inc., and KMC Data LLC for
Arbitration of an Interconnection Agreement
with Sprint Communications Company, LP
Pursuant to Section 252(b) of the
Communications Act of 1934, as Amended.

)
)
) **JOINT MOTION OF KMC TELECOM**
) **III LLC, KMC TELECOM V, INC.,**
) **KMC DATA LLC AND SPRINT**
) **COMMUNICATIONS COMPANY, LP**
) **TO HOLD PROCEEDING IN**
) **ABEYANCE**
)

Sprint Communications Company, LP ("Sprint") and KMC Telecom III LLC, KMC Telecom V, Inc., and KMC Data LLC (collectively "KMC") (jointly referred to herein as "Parties") submit this Joint Motion and respectfully request that the Commission hold this arbitration proceeding in abeyance until January 21, 2005. In so doing, the Parties request that the Commission suspend all pending deadlines and consideration of any pending motions until after January 21, 2005. By this Joint Motion, and upon the contingency that the Commission grants the relief requested herein, the Parties agree to waive the time frames specified in 47 U.S.C. 252(b)(4)(C) and agree not to appeal an arbitration decision on the grounds that the Commission failed to act within those time frames. In support of this Joint Motion, the Parties state as follows:

1. This arbitration was filed by KMC on December 23, 2003. Prior to the filing of the Petition for Arbitration, the Parties were negotiating the appropriate terms and conditions for the Master Interconnection and Resale Agreement ("Agreement") based on the law effective during the negotiations. In a decision dated March 2, 2004 the United States Court of Appeals for the District of Columbia Circuit, in *United States Telecom Ass'n v. FCC*, 359 F.3d 554 ("*USTA IP*"), affirmed in part, vacated in part, and remanded in part certain rules of the Federal

Communications Commission ("FCC") that govern the rights and obligations of ILECs and CLECs regarding services and unbundled network elements. While the effectiveness of the *USTA II* decision was initially stayed by the court, the court's mandate was ultimately issued on June 15, 2004. On August 20, 2004, the FCC released its Order in *In the Matter of Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338, FCC 04-179 ("*Interim Order*"). The FCC has indicated its intent to issue unbundling rules prior to the end of 2004.

2. In consideration of the circumstances noted above, the Parties respectfully request that the Commission hold this proceeding in abeyance to provide additional time for the Parties to address the effect of the post-*USTA II* regulatory framework, the Interim Order, and the forthcoming unbundling rules on the terms, conditions and rates that should be included in the Agreement, as well as to identify any related issues for resolution in this arbitration. KMC and Sprint agree that no new issues may be raised in this arbitration proceeding other than those that result from the Parties' negotiations regarding the above referenced rules and orders that have occurred after the date this arbitration was filed.

3. The Parties have therefore agreed to an abeyance until January 21, 2005 to provide KMC and Sprint with the time necessary to incorporate into the Agreement language reflective of the above referenced rules and orders that have occurred after the date this arbitration was filed. The Parties may respectfully request a further abeyance depending on, for example, the status of the FCC's rules, during the abeyance period. The abeyance would promote administrative efficiency, in that it would permit the Parties to avoid negotiating and arbitrating the unbundling provisions of the interconnection agreement multiple times based on changing rules and to efficiently identify any and all issues in need resolution by the

Commission, and thereby avoid a separate and/or duplicative negotiation and arbitration of interconnection agreement terms to reflect the above referenced rules and orders that have occurred after the date this arbitration was filed. In short, the Parties believe that it is reasonable to account for the new realities created by the-post-*USTA II* regulatory framework, *the Interim Order*, and the forthcoming unbundling rules. The Parties have agreed that they will continue to operate under their current interconnection Agreement until they execute the new agreement that results from this proceeding. During the abeyance period, the Parties would also continue their efforts to close the few remaining issues already included in the arbitration.

In light of the foregoing, Sprint and KMC respectfully request that the Commission hold this arbitration proceeding in abeyance until January 21, 2005. Upon the conclusion of the abeyance time-period, the Parties propose that KMC would file a supplement to its Petition for Arbitration and a revised issues matrix to identify all remaining issues in need resolution by the Commission, and that Sprint would then file a supplemental response and revised issues matrix.

This the 2nd day of December, 2004

By: *Jack H. Derrick / by HCC*
Jack H. Derrick, Senior Attorney
Edward Phillips, Attorney
**SPRINT COMMUNICATIONS COMPANY,
L.P.**
Carolina Telephone and Telegraph
Company
Central Telephone Company
14111 Capital Boulevard
NCWKFR0313
Wake Forest, North Carolina 27587-5900

Janette Luehring, Esq.
Sprint
6450 Sprint Parkway
KSOPHN0212-2A511
Overland Park, KS 66251

Attorneys for Sprint

By: *Henry C. Campen, Jr.*
Henry C. Campen, Jr., Esq.
N.C. State Bar No. 13346
Parker, Poe, Adams & Bernstein, LLP
Wachovia Capitol Center
150 Fayetteville Street Mall, Suite 1400
P.O. Box 389
Raleigh, North Carolina 27602-0389
(919) 828-0564 (voice)
(919) 834-4565 (facsimile)
henrycampen@parkerpoe.com

Edward A. Yorkgitis, Jr.
Enrico C. Soriano
Kelley Drye & Warren LLP
1200 19th Street, N.W., Fifth Floor
Washington, D.C. 20036
(202) 955-9600 (voice)
(202) 955-9792 (facsimile)
EYorkgitis@KelleyDrye.com
ESoriano@KelleyDrye.com

Marva Brown Johnson
KMC Telecom Holdings, Inc.
1755 North Brown Road
Lawrenceville, GA 30043
(678) 985-6220 (voice)
(678) 985-6213 (facsimile)
marva.johnson@kmctelecom.com

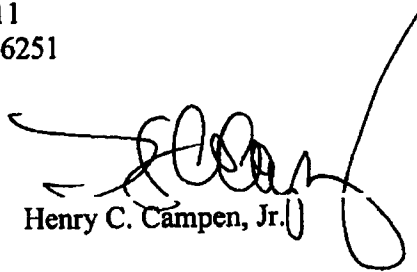
Attorneys for KMC

CERTIFICATE OF SERVICE

I, Henry C. Campen, Jr., do hereby certify that I have on this 2nd day of December, 2004, served a copy of the foregoing JOINT MOTION OF KMC TELECOM III LLC, KMC TELECOM V, INC., KMC DATA LLC AND SPRINT COMMUNICATIONS, LP TO HOLD PROCEEDING IN ABEYANCE, by electronic mail or first class U.S. mail, postage prepaid, upon the following individuals:

Jack H. Derrick, Senior Attorney
Edward Phillips, Attorney
Sprint Communications Company, L.P.
Carolina Telephone and Telegraph Company
Central Telephone Company
14111 Capital Boulevard
NCWKFR0313
Wake Forest, North Carolina 27587-5900

Janette Luehring, Esq.
Sprint
6450 Sprint Parkway
KSOPHN0212-2A511
Overland Park, KS 66251



Henry C. Campen, Jr.

Exhibit G

DOCKET NO. 28821

**ARBITRATION OF NON-COSTING
ISSUES FOR SUCCESSOR
INTERCONNECTION AGREEMENTS
TO THE TEXAS 271 AGREEMENT**

§
§
§
§

**PUBLIC UTILITY COMMISSION
OF TEXAS**

FILED
FEB 25 PM 3:17
CLERK

**ORDER NO. 38
ESTABLISHING PROCEDURAL SCHEDULE AND
SCOPE OF PROCEEDING**

Based upon discussions with the parties at a prehearing conference held on February 24, 2005, the following procedural schedule is adopted for this proceeding:

DIRECT TESTIMONY FILED	MARCH 25, 2005
REBUTTAL TESTIMONY FILED	APRIL 8, 2005
HEARING ON THE MERITS	APRIL 21-22, 2005
INITIAL BRIEFS	MAY 9, 2005
REPLY BRIEFS (10-page limit)	MAY 16, 2005
ARBITRATION AWARD	MID-JUNE
FINAL CONTRACTS FILED	BY JULY 31, 2005

I. Procedural Matters

Although this schedule does not require the filing of a Decision Point List (DPL), parties are requested to provide the Arbitrators with a joint DPL concurrent with, or, if possible, slightly before, the filing of direct testimony. In any event, parties are expected to organize their testimony by issue and to highlight which issues a particular witness will address to allow comparison of parties' positions on an issue-by-issue basis. To facilitate scheduling for the hearing on the merits, parties are asked to provide a list of panels, including all witnesses on each panel, no later than April 13, 2005.

To the extent parties wish to undertake further discovery, they shall do so consistent with agreements made in Phase I as to remaining numbers of requests for information (RFIs) etc. Upon agreement regarding discovery, parties shall inform the Arbitrators of their discovery arrangements, to include reference to any agreements regarding timing of or the need for, motions to compel and motions to strike.

II. Scoping of Track II

Consistent with the Commission's discussion at the Open Meeting of February 24, 2005, arguments relating to unbundling obligations under state law shall not be included within the scope of Track II of this proceeding. Rulings upon preliminary motions, requests for discovery, including motions to compel, and issues regarding testimony or evidence, including motions to strike, shall be made consistent with the Commission's direction.

As referenced in the Interim Agreement Amendment approved by the Commission at its Open Meeting of February 24, 2005, parties are not precluded from questioning the PUC's interim determinations and requesting relief therefrom, including, but not limited to, requests for true-up at some later time.

III. CLLI Code Proceeding

Consistent with the request of the Federal Communications Commission's (FCC's) letter of February 4, 2005, Southwestern Bell Telephone, L.P. d/b/a SBC Texas (SBC Texas) was requested to file, in this docket, a list identifying by Common Language Location Identifier (CLLI) code no later than February 22, 2005. In particular, SBC Texas was asked to identify:

- which wire centers in SBC Texas' operating areas in Texas satisfy the Tier 1, Tier 2, and Tier 3 criteria for dedicated transport, and
- which wire centers satisfy the non-impairment thresholds for DS1 and DS3 loops.

At this time, it is not clear whether the FCC will address these matters itself or whether state commissions will be expected to undertake these analyses. Parties are requested to discuss this issue among themselves and file a proposal for addressing these matters at some point after the hearing on the merits, including, but not limited to, suggesting timeframes and recommending whether to conduct such a proceeding on an ILEC-by-ILEC basis.

IV. Parties' Reservations

At the prehearing conference, although SBC Texas agreed to this procedural schedule, SBC Texas made clear that any agreement was not a waiver of its objection to the approval of the Interim Agreement Amendment. SBC Texas, and any other party wishing to do so, shall file any such objections, in writing, in this docket to ensure that the "running objection" is evident.

SIGNED AT AUSTIN, TEXAS THE 25th DAY OF FEBRUARY 2005.

FTA § 252 ARBITRATION PANEL



DIANE PARKER
ARBITRATOR



ANDREW KANG
ARBITRATOR

DOCKET NO. 28821

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FEBRUARY 25 11 31 AM '05
PUBLIC UTILITY COMMISSION
CLERK

ARBITRATION OF NON-COSTING §
ISSUES FOR SUCCESSOR §
INTERCONNECTION AGREEMENTS TO §
THE TEXAS 271 AGREEMENT §

PUBLIC UTILITY COMMISSION
OF TEXAS

ORDER NO. 39
ISSUING INTERIM AGREEMENT AMENDMENT

Upon consideration of the parties' filings and discussion at the February 24, 2005, Open Meeting, and the expiration of the Texas 271 Agreement (T2A) and T2A-based interconnection agreements between Southwestern Bell Telephone, L.P. d/b/a SBC Texas (SBC Texas) and competitive local exchange carriers (CLECs), the Public Utility Commission of Texas (Commission or PUC) issues the attached interim agreement amendment to govern parties' contractual relationships for the period of March 1 through July 31, 2005.¹ In issuing this interim agreement amendment, the Commission finds it necessary to act to prevent a lapse in the parties' contracts that could affect telecommunications services to end-user customers pending the completion of this docket.

The PUC seeks to ensure that the aforementioned expired agreements are made current to reflect recent changes in law under the Federal Communications Commission's (FCC) *Triennial Review Order* (TRO)² and *Triennial Review Remand Order* (TRRO).³ The attached interim agreement amendment represents the Commission's preliminary determinations of the impacts of the TRO and TRRO. Parties are not precluded from arguing the merits of these issues in Track II of this proceeding and as appropriate, requesting relief, including, but not limited to, seeking true-up.

SBC Texas is directed to issue the attached interim agreement amendment through an Accessible Letter to all CLECs operating under the T2A, T2A-based interconnection agreements, or the contract developed in Docket No. 24542 no later than March 4, 2005. SBC Texas is further ordered to post this interim agreement amendment in a conspicuous location on its CLEC website, with appropriate links.

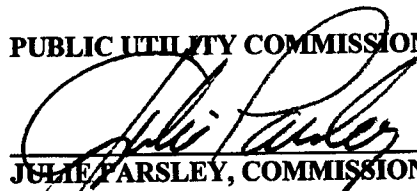
¹ The deadline of July 31, 2005 is the date under the current proposed procedural schedule by which parties expect to have completed this docket and have replacement contracts in place.

² *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Implementation of the Local Competitive Provisions of the Telecommunications Act of 1996, and Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-388, 96-98, 98-147, Order, FCC 03-36 (Aug. 21, 2003) (*Triennial Review Order*).

³ *Unbundled Access to Network Elements and Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 01-388 and CC Docket No. 01-388, Order on Remand, FCC 04-290 (Feb. 4, 2005) (*Triennial Review Remand Order*).

SIGNED AT AUSTIN, TEXAS the 25th day of February 2005.

PUBLIC UTILITY COMMISSION OF TEXAS



JULIE PARSLEY, COMMISSIONER



PAUL HUDSON, CHAIRMAN



BARRY T. SMITHERMAN, COMMISSIONER

**INTERIM AGREEMENT AMENDMENT WITH UNE CONFORMING LANGUAGE
TO
INTERCONNECTION AGREEMENT - TEXAS**

This Interim Agreement Amendment with UNE Conforming Language is to the approved Interconnection Agreement entered into by and between Southwestern Bell Telephone, L.P. d/b/a SBC Texas ("SBC Texas") and CLEC NAME ("CLEC").

WHEREAS, the original Agreement modified by way of this Amendment is the result of CLEC's decision to opt into the Texas 271 Agreement ("T2A") or parts thereof pursuant to Order 55 in Project 16251 dated October 13, 1999, or as a result of the Final Order issued in Docket No. 24542, as such Agreement may have been modified from time to time, and to the extent the original Agreement was only a partial election by CLEC to opt into the T2A, such Agreement may also include certain voluntarily negotiated or arbitrated appendices/provisions (hereinafter collectively "the T2A Agreement"); and

WHEREAS, the T2A Agreement expired October 13, 2003; and

WHEREAS, on April 11, 2003, SBC Texas delivered to CLEC a timely request to negotiate a successor agreement to CLEC's T2A Agreement ("Notice to Negotiate"); and

WHEREAS, Section 4.2 of CLEC's T2A Agreement provides that if either party has served a Notice to Negotiate then, notwithstanding the expiration of the T2A Agreement on October 13, 2003, the terms, conditions and prices of the T2A Agreement will remain in effect for a maximum period of 135 days after such expiration for completion of negotiations and any necessary arbitration; and

WHEREAS, a series of extensions of the T2A have occurred, and the termination of the T2A occurred as of February 17, 2005; and

WHEREAS, on January 23, 2004, SBC Texas filed its Omnibus Petition for Arbitration in Docket No. 28821 against all Texas CLECs with interconnection agreements originally expiring on October 13, 2003. Additionally, also on January 23, 2004, separate petitions of arbitration were filed against SBC Texas by the following CLECs: Stratos Telecom, Inc., Comcast Phone of Texas, LLC, Heritage Technologies, Ltd., FamilyTel of Texas, LLC and Navigator Telecommunications, LLC; Birch Telecom of Texas Ltd. L.L.P. and Ionex Communications South, Inc; CLEC Joint Petitioners; MCImetro Access Transmission Services, LLC, MCI Worldcom Communications and Brooks Fiber Communications of Texas, Inc.; Sage Telecom of Texas, L.P.; AT&T Communications of Texas, L.P., TCG Dallas and Teleport Communications Houston, Inc.; and CLEC Coalition.

WHEREAS, it appears that a successor interconnection agreement will not be approved in the Arbitration until after February 17, 2005, the termination date of CLEC's T2A Agreement; and

WHEREAS, pursuant to Order No. 34 in Docket No. 28821 and the Texas Public Utility Commission's 2/10/05 ruling extending the effective date of the T2A from 2/17/05 to 2/28/05, the Texas PUC has ordered extension of the term of CLEC's T2A agreement beyond the termination date of February 17, 2005 to February 28, 2005, and has instructed the parties to create an amendment to incorporate its decision on TRO elements Order Addressing Threshold Issues dated April 19, 2004 and Order Addressing Motion for Reconsideration of Threshold Issues dated August 18, 2004 in Docket No. 28821, along with the transition periods/pricing from the FCC's TRO Remand Order, released February 4, 2005, and scheduled to become effective March 11, 2005. The Texas PUC has stated that the amendment will, along with the CLEC's T2A agreement, Attachments 6-10, and the Arbitration Award on Track One Issues in Docket No. 28821, and the Texas UNE Rate Amendment resulting from the September 9, 2004 Revised

Arbitration Award in Docket No. 28600, govern as an interim interconnection agreement approved by the Texas PUC during the period between the TPUC-established termination of the T2A Agreement (i.e., February 28, 2005) and the earlier of: (i) the date a successor agreement between SBC Texas and CLEC is approved or is deemed to have been approved by the Texas PUC; or (ii) July 31, 2005; and

WHEREAS, the interim agreement will automatically terminate the earlier of: (i) the date a successor agreement between SBC Texas and CLEC is approved or is deemed to have been approved by the TPUC; or (ii) July 31, 2005; and full intervening law rights are available to both parties under the interim agreement notwithstanding any language in CLEC's T2A Agreement, Attachments 6-10 to the contrary;

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreements set forth herein, and to facilitate the orderly progress of the Arbitration to conclusion, the T2A Agreement is hereby amended, as follows, to be effective only on an interim basis, for the purposes herein expressed, and for a finite, interim term to expire the earlier of (i) the date a successor agreement between SBC and CLEC is approved or is deemed to have been approved by the TPUC; or (ii) July 31, 2005; and to make full intervening law rights available to both parties:

1. The Whereas clauses contained herein are incorporated into this Agreement.
2. The title of the T2A Agreement is hereby changed to "Interim Interconnection Agreement – Texas." All internal references to the "Agreement" are hereby changed to "Interim Agreement."
3. Sections 4.1, including Sections 4.1.1 and 4.1.2, Sections 4.2, 4.2.1 and 4.3 of the General Terms and Conditions of the Agreement are hereby deleted in their entirety and replaced with the following:
 - 4.1 **Effective Date and Expiration/Termination.** The Interim Agreement shall be deemed effective following approval by the TPUC and commencing on the TPUC-established termination of the T2A Agreement February 28, 2005, and shall terminate, without any further action on the part of either Party, the earlier of:
 - 4.1.1 The effective date of approval by the TPUC of a successor agreement to the T2A or partial-T2A Agreement(s) in the above referenced Arbitration; or
 - 4.1.2 The date a successor agreement between SBC and CLEC is approved or is deemed to have been approved by the TPUC; or
 - 4.1.3 The effective date of a written and signed agreement between the parties that the Interim Agreement is terminated; or
 - 4.1.4 A proper request by CLEC that the Interim Agreement be terminated (subject to CLEC's post-termination obligations, such as CLEC's payment obligation(s) and the other obligations set forth in Section 44.0 "Survival of Obligations" of the General Terms and Conditions); or
 - 4.1.5 Termination for any other reason, such as non-payment (as set forth in Section 10 of the General Terms and Conditions), subject to CLEC's post-termination obligations, such as CLEC's payment obligation(s) and the other obligations set forth in Section 44.0 "Survival of Obligations" of the General Terms and Conditions; or
 - 4.1.6 July 31, 2005.
4. Sections 2.0 and 2.1 ("Effective Date") of the General Terms and Conditions of the Agreement are deleted in their entirety.
5. Nothing in this Agreement is to be interpreted as an agreement by SBC Texas to an extension of the T2A or any Section 271 obligations. The Interim Agreement, notwithstanding any provision to the contrary, is not based upon the same consideration or conditions as the T2A Agreement, and, regardless of when this Amendment is executed or effective, it shall not have the effect of extending the T2A Agreement, even if the

Agreement contained or contains, in whole or in part, provisions identical or substantially similar to provisions contained in the T2A Agreement. Any issues relating to Section 271 and any disputed issues with respect to language in the preamble to the underlying Agreement will be addressed in the proceedings related to the Parties' successor Interconnection Agreement, and the parties reserve their rights to all arguments related to the disposition of such issues.

6. Sections 1.3, 18.2, 18.3, and 30.2 of the General Terms and Conditions of the Agreement are hereby deleted in their entirety, and replaced with the following:

2.0 Intervening Law

- 2.1 In entering into this Amendment and Interim Agreement, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review: *Verizon v. FCC, et al.*, 535 U.S. 467 (2002); *USTA, et al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("*USTA I*") and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004) ("*USTA II*"); the FCC's 2003 Triennial Review Order and 2005 Triennial Review Remand Order; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

7. Sections 14.1, 14.5, and 14.8 of Attachment 6: Unbundled Network Elements are hereby deleted and Section 1.0 ("Introduction") of Attachment 6: Unbundled Network Elements of the Agreement is hereby deleted and replaced with the following:

1.0 Declassified Network Elements No Longer Required

- 1.1 TRO-Declassified Elements. Notwithstanding anything in this Interim Agreement, pursuant to the TRO and to the decision in *USTA II*, except as provided in Paragraph 3.0 below, nothing in this Interim Agreement requires SBC Texas to provide to CLEC any of the following items as an unbundled network element, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality: (i) entrance facilities; (ii) OCn dedicated transport; (iii) "enterprise market" local circuit switching for DS1 and higher capacity switching; (iv) OCn loops; (v) the feeder portion of the loop; (vi) any call-related database (other than the 911 and E911 databases), that is not provisioned in connection with CLEC's use of embedded base SBC Texas unbundled local circuit switching (as provided in Section 1.3, below); (vii) Operator Services and Directory Assistance that is not provisioned in connection with CLEC's use of embedded base SBC Texas unbundled local circuit switching (as provided in Section 1.3 below); (viii) Shared Transport and SS7 signaling that is not provisioned in connection with CLEC's use of embedded base SBC Texas unbundled local circuit switching (as provided in Section 1.3 below); (ix) packet switching, including routers and DSLAMs; (x) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over hybrid loops (as defined in 47 C.F.R. § 51.319(a)(2)), including without limitation, xDSL-capable line cards installed in digital loop carrier ("DLC") systems or equipment used to provide passive optical networking ("PON") capabilities; (xi) fiber-to-the-home Loops and fiber-to-the-curb Loops (as defined in 47 C.F.R. § 51.319(a)(3)) ("FTTH Loops" and "FTTC Loops"), except to the extent that SBC Texas has deployed such fiber in parallel to, or in replacement of, an existing copper loop facility and elects to retire the copper loop, in which case SBC Texas will provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop or

FTTC Loop on an unbundled basis to the extent required by terms and conditions in the Agreement.

1.1.1 SBC Texas will provide written notice to CLEC of its intention to discontinue the provision of one or more of the TRO-Declassified Elements identified in Section 1.1, above under the Agreement. During a transitional period of thirty (30) days from the date of such notice, SBC Texas agrees to continue providing such TRO-Declassified Elements under the terms of the Agreement, to the extent required by the Agreement.

1.1.1.1 Upon receipt of such written notice, CLEC will cease new orders for such network element(s) that are identified in the SBC Texas notice letter. SBC Texas reserves the right to monitor, review, and/or reject CLEC orders transmitted to SBC Texas and, to the extent that the CLEC has submitted orders and such orders are provisioned after this 30-day transitional period, such network elements are still subject to this Paragraph Section 1, including the CLEC options set forth in subparagraph 1.1.1.1.1 below, and SBC Texas's right of conversion in the event the CLEC options are not accomplished by the end of the 30-day transitional period.

1.1.1.1.1 During such 30-day transitional period, the following options are available to CLEC with regard to the network element(s) identified in the SBC Texas notice, including the combination or other arrangement in which the network element(s) were previously provided:

- (i) CLEC may issue an LSR or ASR, as applicable, to seek disconnection or other discontinuance of the network element(s) and/or the combination or other arrangement in which the element(s) were previously provided; or
- (ii) SBC Texas and CLEC may agree upon another service arrangement (e.g. via a separate agreement at market-based rates or resale), or may agree that an analogous resale service or access product or service may be substituted, if available.

Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, at the end of the thirty (30) day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under subparagraph (i), above, and if CLEC and SBC Texas have failed to reach agreement, under subparagraph (ii), above, as to a substitute service arrangement or element, then SBC Texas will convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service or arrangement, if available, at rates applicable to such analogous service or arrangement.

1.2 TRO Remand Order – Declassified High-Capacity Loop and Dedicated Transport Elements No Longer Required. Notwithstanding anything in the Agreement, effective March 11, 2005, pursuant to Rule 51.319(a) and Rule 51.319(e) as set forth in the TRO Remand Order, the following high-capacity loop and dedicated transport elements are no longer required to be provided by SBC Texas on an unbundled basis under the Agreement, whether alone, in combination, or otherwise:

- Dark Fiber Loops;
- DS1 Loops or DS3 Loops in excess of the caps or to any building served by a wire center described in Rule 51.319(a)(4) or 51.319(a)(5), as set forth in the TRO Remand Order, as applicable;

- DS1 Dedicated Transport or DS3 Dedicated Transport in excess of the caps or between any pair of wire centers as described in Rule 51.319(e)(2)(ii) or 51.319(e)(2)(iii), as set forth in the TRO Remand Order, as applicable; and/or
- Dark Fiber Dedicated Transport, between any pair of wire centers as described in Rule 51.319(e)(2)(iv), as set forth in the TRO Remand Order.

The above-listed element(s) are referred to herein as the "Affected Loop-Transport Element(s)."

1.2.1 After March 11, 2005, pursuant to Rules 51.319(a) and (e), as set forth in the TRO Remand Order, SBC Texas shall continue to provide unbundled access to the Affected Loop-Transport Element(s) to CLEC, if and as provided by Attachment 6: UNE, only for CLEC to serve its embedded base. "Embedded base" shall refer only to Affected Loop-Transport Element(s) ordered by CLEC prior to March 11, 2005. The price for the embedded base Affected Loop-Transport Element(s) shall be the higher of (A) the rate CLEC paid for the embedded base Affected Loop-Transport Element(s) as of June 15, 2004 plus 15% or (B) the rate the state commission has established or establishes, if any, between June 16, 2004 and March 11, 2005 for the Affected Loop-Transport Element(s), plus 15%. CLEC shall be fully liable to SBC to pay such pricing under the Agreement, including applicable terms and conditions setting forth damages, interest, and/or late payment charges for failure to comply with payment terms, notwithstanding anything to the contrary in the underlying Agreement.

1.3 TRO Remand Order – Mass Market ULS/UNE-P – Notwithstanding anything in the underlying Agreement, effective March 11, 2005, pursuant to Rule 51.319(d) as set forth in the TRO Remand Order, Mass Market Local Circuit Switching, whether alone, in combination (as with UNE-P), or otherwise, is no longer required to be provided by SBC on an unbundled basis under the Agreement. Pursuant to the TRO Remand Order, "Mass Market" Local Circuit Switching means unbundled local circuit switching arrangements used to serve a customer at less than the DS1 capacity level (e.g., 23 or fewer Local Circuit Switching DS0 ports or the equivalent switching capacity).

1.3.1 After March 11, 2005, pursuant to Rule 51.319(d)(2)(iii), as set forth in the TRO Remand Order, SBC shall continue to provide unbundled access to Mass Market Local Circuit Switching/UNE-P to CLEC, if and as provided by Attachment 6: UNE, only for CLEC to serve its embedded base. "Embedded base" shall refer only to Mass Market Local Circuit Switching/UNE-P ordered by CLEC prior to March 11, 2005. The price for the embedded base Mass Market Local Circuit Switching/UNE-P shall be the higher of (A) the rate CLEC paid for the embedded base Mass Market Local Circuit Switching/UNE-P as of June 15, 2004 *plus one dollar* or (B) the rate the state commission has established or establishes, if any, between June 16, 2004 and March 11, 2005 for the Mass Market Local Circuit Switching/UNE-P, *plus one dollar*. CLEC shall be fully liable to SBC to pay such pricing under the Agreement, including applicable terms and conditions setting forth damages, interest, and/or late payment charges for failure to comply with payment terms, notwithstanding anything to the contrary in the underlying Agreement.

1.3.2 Consistent with Paragraphs 199 and 216 of the TRO Remand Order, which recognize that CLECs must have time to transition their embedded customer-base that is served using Mass-Market Local Circuit Switching and UNE-P combinations to other facilities, including self-deployed switching and UNE loops, CLEC shall not be prohibited from ordering and SBC shall provision (i) additional UNE-P access lines to serve CLEC's embedded

customer-base and (ii) moves and changes in UNE-P access lines to serve CLEC's embedded customer-base during the time that this Amendment is in effect.

- 1.4 Consistent with Paragraph 100 of the TRO Remand Order, CLEC shall have the right to verify and challenge SBC's identification of fiber-based collocation arrangements in the listed Tier 1 and Tier 2 wire centers as part of Track 2 of the Arbitration.
 - 1.4.1 If the PUC determines that SBC's identification of fiber-based collocation arrangements is in error and if the correction of such error results in change to one or more wire center's classification as a Tier 1 or Tier 2 wire center, the rates paid by CLEC for High-Capacity Loops and Transport shall be subject to true-up.
- 1.5 Consistent with Paragraph 234 of the TRO Remand Order, and recognizing that the designation of wire centers as Tier 1 and Tier 2 is dependent on facts not within CLEC's knowledge or control, CLEC shall undertake a reasonably diligent inquiry and shall self-certify, based on that inquiry, that its request for a High-Capacity Loop and/or Transport is consistent with the requirements of the TRO Remand Order. SBC shall provision the requested High-Capacity Loop and/or Transport according to standard provisioning intervals and only after provisioning may it challenge CLEC's ability to obtain the High-Capacity Loop and/or Transport.
 - 1.5.1 If it is subsequently determined that the CLEC's request for a High-Capacity Loop and/or Transport is inconsistent with the requirements of the TRO Remand Order, the rates paid by CLEC for High-Capacity Loops and Transport shall be subject to true-up.
 - 1.5.2 Consistent with footnote 524 of the TRO Remand Order, High-Capacity Loops no longer subject to unbundling under Section 251, shall be subject to true-up to the applicable transition rate.
- 1.6 Consistent with Paragraph 133 of the TRO Remand Order, CLEC shall have the right to retain and obtain dark fiber transport as an unbundled network element under Section 251 only on routes for which the wire center on one end is neither Tier 1 nor Tier 2.
- 1.7 **CONVERSIONS:** CLEC shall have the right to order and SBC shall provision conversions of special access services to UNEs and UNE Combinations during the time this Amendment is in effect; provided however, that CLEC (1) satisfies the tests set out in Paragraphs 591 through 599 of the TRO and (2) the UNE or the UNE Combination requested is not subject to any of the transition plans identified in the TRO Remand Order. That is, CLEC may not seek to request the conversion of a special access circuit to a UNE or UNE combination unless the UNE itself or each of the UNEs sought to be combined is ordered to be provided on an unbundled basis in the TRO Remand Order.
- 1.8 **COMMINGLED ARRANGEMENTS:** CLEC shall have the right to order and SBC shall provision the following commingled arrangements consisting of the following High-Capacity Loops and Transport required to be unbundled under Section 251 or subject to the transition plan set out in the TRRO:
 - (a) UNE DS1 loop connected to:

- (1) a commingled wholesale/special access 3/1 mux and DS3 or higher capacity interoffice transport;¹
 - (2) a UNE DS1 transport which is then connected to a commingled wholesale/special access 3/1 mux and DS3 or higher capacity interoffice transport;
 - (3) a commingled wholesale/special access DS1 transport.
- (b) UNE DS1 transport connected to:
- (1) a commingled wholesale/special access 3/1 mux and DS3 or higher capacity interoffice transport.
- (c) UNE DS3 transport connect to:
- (1) a commingled wholesale/special access higher capacity interoffice transport.

1.8.1 SBC and CLEC shall establish and agree to a manual ordering process for the commingled arrangements identified in 1.6 above no later than 10 business days following the effective date of this Amendment. Commingled arrangements ordered by CLEC using the agreed-upon manual ordering process shall be provisioned within the provisioning intervals already established by SBC for the wholesale service(s) with which CLEC requests a UNE be commingled.

1.8.2 SBC shall charge the rates for UNEs (or UNE combinations) that are commingled with facilities or service obtained at wholesale (including, for example, special access services) on an element-by-element basis, and such wholesale facilities and services on a facility-by-facility, service-by-service basis.

1.8.3 The Parties agree that the list of commingled arrangements identified in 1.6 above is not a complete list of all commingled arrangements that ultimately may be made available to CLEC following the conclusion of Track 2 of the Arbitration. The Parties' disputes regarding the availability of other commingled arrangements as well as the process and procedures for ordering commingled arrangements are part of Track 2 of the Arbitration.

8. TO THE EXTENT THE UNDERLYING AGREEMENT INCLUDES LINE SHARING PROVISIONS INCLUDE THE FOLLOWING: The following provisions are hereby added to the Agreement specific to the High Frequency Portion of the Loop" ("HFPL"):

Grandfathered and New End-Users: SBC Texas will continue to provide access to the HFPL, where: (i) prior to October 2, 2003, CLEC began providing DSL service to a particular end-user customer and has not ceased providing DSL service to that customer ("Grandfathered End-Users"); and/or (ii) CLEC begins/began providing xDSL service to a particular end-user customer on or after October 2, 2003, and on or before the close of business December 3, 2004 ("New End-Users"). Such access to the HFPL shall be provided at the same monthly recurring rate that SBC Texas charged prior to October 2, 2003 and shall continue for Grandfathered End-Users until the earlier of: (1) CLEC's xDSL-base service to the end-user customer is disconnected for whatever reason, or (2) the FCC issues its Order in its Biennial Review Proceeding or any other relevant government action which modifies the FCC's HFPL grandfather clause established in its Triennial Review Order and as to New End-Users, the earlier of: (1) and (2) immediately above; or (3) October 2, 2006.

¹ "Higher capacity interoffice transport" must include any technology that is offered or made available with that transport on a regular or routine basis, e.g., SONET. This requirement applies to all references to "higher capacity interoffice transport" in this Section 1.6.

Beginning October 2, 2006, SBC Texas shall have no obligation to continue to provide the HFPL for CLEC to provide xDSL-based service to any New End-Users that CLEC began providing xDSL-based service to over the HFPL on or after October 2, 2003 and before December 3, 2004. Rather, effective October 2, 2006, CLEC must provide xDSL-based service to any such new end-user customer(s) via a line splitting arrangement, over a stand-alone xDSL Loop purchased from SBC Texas, or through an alternate arrangement, if any, that the Parties may negotiate. Any references to the HFPL being made available as an unbundled network element or "UNE" are hereby deleted from the underlying Agreement.

9. Except as prohibited or otherwise affected by the *Interim Order*, nothing in this Amendment shall affect the general application and effectiveness of the Interim Agreement's "change of law," "intervening law", "successor rates" and/or any other similar provisions and/or rights under the Interim Agreement. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
10. This Amendment shall be deemed to revise the rates, terms and provisions of the Agreement, including without limitation all associated prices in the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the rates, terms and conditions of the Agreement, this Amendment shall govern. By way of example only, if the Agreement provides that a combination of UNEs must be provided by SBC Texas, CLEC may not obtain a combination including one or more elements affected by Section 1.0 "Declassified Elements No Longer Required," above. By way of additional example only, if the Agreement provides (or assumes) that a UNE must be provided by SBC Texas, elements affected by Section 1.0 "Declassified Elements No Longer Required" are, nonetheless, not required to be provided, except to the limited extent set forth in Section 1.0 "Elements No Longer Required" and in such case, any rates for Elements No Longer Required under the Agreement shall be deemed removed from the Pricing Schedule to the Agreement.
11. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment including without limitation certain sections not explicitly identified in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement. Rather, the Agreement shall automatically be deemed to be modified by way of this Amendment to the extent necessary to implement the provisions of this Amendment.
12. Nothing in this Amendment shall be deemed to affect the right of a Party to exercise any rights it may have under the Interim Agreement including, without limitation, its intervening law rights, any rights of termination, and/or any other rights available to either Party under the Interim Agreement.
13. Although it is not necessary to give effect to the terms and conditions of this Amendment, including pricing provisions, upon written request of either Party, the Parties may amend any and all Interim Agreement rates and/or pricing schedules to formally conform the Interim Agreement to reflect the terms and conditions of this Amendment.
14. Notwithstanding any contrary provision in the Interim Agreement, this Amendment, or any applicable SBC tariff, nothing contained in the Interim Agreement, this Amendment, or any applicable SBC tariff shall limit SBC Texas's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Texas PUC, the FCC, any court or any other governmental authority related to, concerning, or that may affect SBC Texas's obligations under the Interim Agreement, this Amendment, any applicable SBC tariff, or applicable law.

15. **PERFORMANCE MEASURES and REMEDY PLAN:** The performance measures and the existing remedy plan contained in the T2A for ordering, provisioning and maintenance shall apply to all High-Capacity Loops and Transport, and all Mass-Market Switching/UNE-P access lines during the period in which this Amendment is effective.

16. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, to the extent the Parties have not yet fully incorporated them into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Triennial Review Remand Order (rel. Feb. 4, 2005), WC Docket No. 04-313; CC Docket No. 01-338; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002). The Parties further acknowledge and agree that this Amendment is to effectuate an Interim Agreement for a finite period of time to afford the Texas PUC and the Parties additional time to finalize a successor interconnection agreement based upon the provisions set forth herein. Therefore, the Parties acknowledge and agree that: (i) because this Amendment is to effectuate an Interim Agreement and not a final 251/252 Interconnection Agreement between the Parties; and (ii) effectively incorporates pricing changes into the Interim Agreement; and (iii) the Interim Agreement contains certain arbitrated provisions; and (iii) portions of the Interim Agreement are the result of CLEC's prior decision to opt into the T2A Agreement or parts thereof; that no aspect/provisions of this Interim Agreement qualify for portability into Illinois or any other state under 220 ILCS 5/13-801(b) ("Illinois Law"), Condition 27 of the Merger Order issued by the Illinois Commerce Commission in Docket No. 98-0555 ("Condition 27") or any other state or federal statute, regulation, order or legal obligation (collectively "Law"), if any.

Exhibit H

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter, on the Commission's own motion, to)
consider Ameritech Michigan's compliance with)
the competitive checklist in Section 271 of the) Case No. U-12320
federal Telecommunications Act of 1996.)
_____)

In the matter, on the Commission's own motion, to)
commence a collaborative proceeding to monitor and)
facilitate implementation of Accessible Letters issued) Case No. U-14447
by SBC Michigan and Verizon.)
_____)

At the February 28, 2005 meeting of the Michigan Public Service Commission in Lansing,
Michigan.

PRESENT: Hon. J. Peter Lark, Chair
Hon. Robert B. Nelson, Commissioner
Hon. Laura Chappelle, Commissioner

ORDER COMMENCING A COLLABORATIVE PROCEEDING

On February 16, 2005, MCImetro Access Transmission Services LLC (MCImetro), which is a competitive local exchange carrier (CLEC) pursuant to the federal Telecommunications Act of 1996, 47 USC 251 et seq. (FTA), filed objections to certain proposals and pronouncements made in five "Accessible Letters" dated February 10 and 11, 2005 by SBC Michigan (SBC), which is an incumbent local exchange carrier (ILEC) under the FTA. Other CLECs quickly followed suit.

On February 18, 2005, LDMI Telecommunications, Inc. (LDMI), also filed objections to the five Accessible Letters.

On February 23, 2005, Talk America Inc., filed objections to one of the five Accessible Letters.

On February 23, 2005, TelNet Worldwide, Inc., Quick Communications, Inc. d/b/a Quick Connect USA, Superior Technologies, Inc. d/b/a/ Superior Spectrum, Inc., CMC Telecom, Inc., Grid4 Communications, Inc., and Zenk Group Ltd. d/b/a Planet Access filed comments in support of the objections raised by MCImetro and LDMI.

On February 23, 2005, XO Communications, Inc. (XO), filed objections to one of the five Accessible Letters.

On February 23, 2005, SBC filed its response to the objections filed by MCImetro and LDMI.

Accessible Letter No. CLECAM05-037 (AL-37), which is dated February 10, 2005, states that SBC will be withdrawing its wholesale unbundled network element (UNE) tariffs “beginning as early as March 10, 2005.” AL-37, p.1. Accessible Letter No. CLECALL05-017 (AL-17) and Accessible Letter No. CLECALL05-018 (AL-18), which are each dated February 11, 2005, state that SBC will not accept new, migration, or move local service requests (LSRs) for mass market unbundled local switching (ULS) and unbundled network element-platform (UNE-P) on or after March 11, 2005, notwithstanding the terms of any interconnection agreements or applicable tariffs. In AL-18, SBC additionally states that effective March 11, 2005, it will begin charging CLECs a \$1 surcharge for mass market ULS and UNE-P. Accessible Letter No. CLECALL05-019 (AL-19) and Accessible Letter No. CLECALL05-020 (AL-20), which are each dated February 11, 2005, state that as of March 11, 2005 SBC will no longer accept new, migration, or move LSRs for certain DS1 and DS3 high capacity loops, DS1 and DS3 dedicated transport, dark fiber transport, and dark fiber loops. Also, in AL-20, SBC states that beginning March 11, 2005, it will be

charging increased rates for the embedded base of DS1 and DS3 high capacity loops, DS1 and DS3 dedicated transport, dark fiber transport, and dark fiber loops.¹

The CLECs maintain that SBC has no unilateral right to change its wholesale tariffs. According to them, the Commission established a procedure in Case No. U-12320 whereby SBC must provide the CLECs with a 30-day notice of its intent to change any of its tariff provisions. The CLECs also point out that the Commission allowed a CLEC to object to SBC's proposed actions within two weeks of SBC's notice. In short, the CLECs insist that SBC may not unilaterally revise the rates, terms, and conditions under which SBC provisions wholesale telephone services. The CLECs seek a Commission order (1) establishing a proceeding to address the changes proposed by SBC, (2) prohibiting SBC from withdrawing its wholesale tariff until completion of this proceeding, (3) compelling SBC to honor its tariffs and interconnection agreements as they presently exist, (4) barring SBC from enforcing or implementing the Accessibility Letters until issuance of a final order in this proceeding, (5) directing SBC to continue to accept and provision new, migration, or move LSRs for mass market unbundled local switching (ULS) and unbundled network element-platform (UNE-P) until further order of the Commission, (6) directing SBC to continue to accept and provision new, migration, or move LSRs for certain DS1 and DS3 high capacity loops, DS1 and DS3 dedicated transport, dark fiber transport, and dark fiber loops until further order of the Commission, and directing SBC not to increase the rates it charges for UNE-P, DS1 and DS3 high capacity loops, DS1 and DS3 dedicated transport, dark fiber transport, and dark fiber loops until further order of the Commission.

¹Although not contained in the record of the Case No. U-12320 docket, which is limited to consideration of issues related to Ameritech Michigan's compliance with the competitive checklist in Section 271 of the FTA, the Commission is also aware that Verizon has issued at least two similar Accessible Letters. The arguments raised by the CLECs with regard to SBC's proposed actions apply with equal force to the actions proposed by Verizon.

SBC responds by arguing that the modifications set forth in its Accessibility Letters are fully consistent with the Federal Communications Commission's (FCC) recent February 4, 2005 order regarding unbundling obligations of ILECs² and must therefore be honored by the CLECs and the Commission. According to SBC, the CLECs' objections are directly contrary to the recent rulings of the FCC. SBC states that the FCC has established a nationwide bar on unbundling as follows:

1. An ILEC is not required to provide access to local circuit switching on an unbundled basis to requesting telecommunications carriers for the purpose of serving end-user customers using DS0 capacity loops. 47 C.F.R. § 51.319(d)(2)(i).
2. Requesting carriers may not obtain new local switching as an UNE. *Id.* § 51.319(d)(2)(iii).
3. ILECs have no obligation to provide CLECs with unbundled access to mass market local circuit switching. *TRO Remand Order* ¶ 5.
4. The FCC's transition plan does not permit CLECs to add new switching UNEs. *Id.*
5. The FCC did not impose a Section 251 unbundling requirement for mass market local circuit switching nationwide. *Id.* ¶ 199.
6. The FCC found that the disincentives to investment posed by the availability of unbundled switching, in combination with unbundled loops and shared transport, justify a nationwide bar on such unbundling. *Id.* ¶ 204.
7. The FCC found that continued availability of unbundled mass market switching would impose significant costs in the form of decreased investment incentives, and therefore determined not to unbundle that network element. *Id.* ¶ 210.
8. The FCC found that unbundling would seriously undermine infrastructure investment and hinder the development of genuine, facilities-based competition. *Id.* ¶ 218.

According to SBC, the FCC's unbundling bar applies with equal force to network elements, such as shared transport, which can only be provided in conjunction with switching. SBC also

²In the Matter of Unbundled Access to Network Elements, WC Docket No. 04-313 and Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338. (*TRO Remand Order*).

asserts that the FCC reached a similar result with regard to signaling (§ 544) and for certain databases used in routing calls (§ 551). Therefore, SBC maintains that, given the FCC's bar on unbundled switching, it cannot be forced to provide unbundled access to any switch-related UNEs.

SBC next argues that the Commission should reject the CLECs' efforts to link their objections to Case No. U-12320 and Section 271 of the FTA. According to SBC, the Commission has no decision making authority under Section 271. Further, SBC maintains that Section 271 focuses on "just, reasonable, and non-discriminatory" pricing rather than on total element long run incremental cost (TELRIC) pricing, which it claims will be perpetuated by adoption of the CLECs' objections. Further, SBC insists that Section 271 provides no support for continuing its required provision of UNE combinations. Finally, SBC argues that the Commission and the CLECs are powerless to ignore the FCC's holdings or otherwise delay SBC's implementation of the FCC's pricing determinations.

The Commission finds that the objections filed by the CLECs have merit. In Paragraph No. 233 of the FCC's February 4 order, the FCC stated:

We expect that incumbent LECs and competing carriers will implement the Commission's findings as directed by section 252 of the Act. Thus, carriers must implement changes to their interconnection agreements consistent with our conclusions in this Order. We note that the failure of an incumbent LEC or a competitive LEC to negotiate in good faith under section 251(c)(1) of the Act and our implementing rules may subject that party to enforcement action. Thus, the incumbent LEC and competitive LEC must negotiate in good faith regarding any rates, terms, and conditions necessary to implement our rule changes. We expect that parties to the negotiating process will not unreasonably delay implementation of the conclusions adopted in this Order. We encourage the state commissions to monitor this area closely to ensure that parties do not engage in unnecessary delay. Paragraph No. 233 (Emphasis added).

The emphasized portion of Paragraph No. 233 indicates that the FCC did not contemplate that ILECs may unilaterally dictate to CLECs the changes to their interconnection agreements necessary to implement the FCC's findings in the February 4 order. It also clearly indicates that

this Commission has an important role in the process by which ILECs and CLECs resolve their differences through good faith negotiations. Indeed, the Commission was specifically encouraged by the FCC to monitor implementation of the Accessible Letters issued by SBC and Verizon to ensure that parties do not engage in unnecessary delay. In addition, Paragraph No. 234 of the FCC's order indicates that SBC must immediately process a request for access to a dedicated transport or high capacity loop UNE and it can challenge the provision of such UNEs "through the dispute resolution procedures provided for in its interconnection agreements."

Given the urgency of the circumstances, the Commission finds that it should immediately commence a collaborative process for implementation of Accessible Letters issued by SBC Michigan and Verizon. In so doing, the Commission observes that the change of law provisions contained in the parties' interconnection agreements must be followed.

To avoid confusion, the Commission finds that a new proceeding that is devoted specifically to its monitoring and facilitating of the implementation of the Accessible Letters issued by SBC and Verizon should be commenced. Docket items 6, 7, 8, 9, 10, 11, 12, and 13 that currently appear in Case No. U-12320 should be placed into the docket file for Case No. U-14447. All additional pleadings related to implementation of Accessible Letters issued by SBC and Verizon should also be placed solely in the docket for Case No. U-14447.

The Commission intends that the collaborative proceeding should be limited in scope and duration. The Commission has selected the Director of its Telecommunications Division, Orjiakor Isiogu, to oversee all collaborative efforts. The Commission also directs that the collaborative process be conducted in a manner that will bring it to a successful end in no more than 45 days.

During the time that the collaborative process is ongoing, the Commission directs that SBC and Verizon may bill the CLECs at the rate effective March 11, 2005, however, the ILECs may

not take any collection actions against the CLECs for the portion of the bill caused by the increase on March 11, 2005. To ensure that there will be no undue benefit to the CLECs or harm to the ILECs due to the delay associated with the collaborative process, the Commission will also direct that there will be a true-up proceeding at the end of the collaborative process that will determine how rates and charges will be adjusted retroactively to March 11, 2005.³

The Commission has selected Case No. U-14447 for participation in its Electronic Filings Program. The Commission recognizes that all filers may not have the computer equipment or access to the Internet necessary to submit documents electronically. Therefore, filers may submit documents in the traditional paper format and mail them to the: Executive Secretary, Michigan Public Service Commission, 6545 Mercantile Way, P.O. Box 30221, Lansing, Michigan 48909. Otherwise, all documents filed in this case must be submitted in both paper and electronic versions. An original and four paper copies and an electronic copy in the portable document format (PDF) should be filed with the Commission. Requirements and instructions for filing electronic documents can be found in the Electronic Filings Users Manual at: <http://efile.mpssc.cis.state.mi.us/efile/usersmanual.pdf>. The application for account and letter of assurance are located at <http://efile.mpssc.cis.state.mi.us/efile/help>. You may contact the Commission Staff at (517) 241-6170 or by e-mail at mpscfilecases@michigan.gov with questions and to obtain access privileges prior to filing.

The Commission FINDS that:

a. Jurisdiction is pursuant to 1991 PA 179, as amended, MCL 484.2101 et seq.; the Communications Act of 1934, as amended by the Telecommunications Act of 1996, 47 USC 151

³See, Paragraph 228 and footnote 630 of the FCC's February 4, 2005 order.

et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and the Commission's Rules of Practice and Procedure, as amended, 1999 AC, R 460.17101 et seq.

b. A collaborative process should be commenced in Case No. U-14447 for monitoring and facilitating the implementation of the Accessible Letters issued by SBC and Verizon.

c. Pending completion of the collaborative process, SBC and Verizon may bill the CLECs at the rate effective March 11, 2005, however, SBC and Verizon may not take any collection actions against the CLECs for the portion of the bill caused by the increase on March 11, 2005.

d. Following completion of the collaborative process, a true-up proceeding should be conducted to adjust rates and charges retroactively to March 11, 2005.

THEREFORE, IT IS ORDERED that:

A. A collaborative process is commenced in Case No. U-14447 for monitoring and facilitating the implementation of the Accessible Letters issued by SBC Michigan and Verizon.

B. Pending completion of the collaborative process and further order of the Commission, SBC Michigan and Verizon shall refrain from collecting any billed rate arising from implementation of any of the changes described in their Accessible Letters.

The Commission reserves jurisdiction and may issue further orders as necessary.

MICHIGAN PUBLIC SERVICE COMMISSION

/s/ J. Peter Lark

Chair

(S E A L)

/s/ Robert B. Nelson

Commissioner

/s/ Laura Chappelle

Commissioner

By its action of February 28, 2005.

/s/ Mary Jo Kunkle

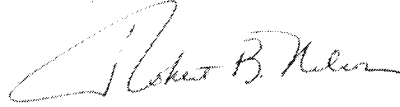
Its Executive Secretary

The Commission reserves jurisdiction and may issue further orders as necessary.

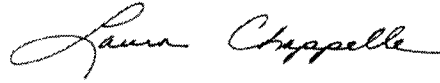
MICHIGAN PUBLIC SERVICE COMMISSION



Chair



Commissioner



Commissioner

By its action of February 28, 2005.



Its Executive Secretary