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BELLSOUTH TELECOMMUNICATIONS, INC.
REBUTTAL TESTIMONY OF PAMELA A. TIPTON
BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 041269-TP
SEPTEMBER 22, 2005

Q. ARE YOU THE SAME PAMELA A. TIPTON WHO FILED DIRECT TESTIMONY IN THIS DOCKET ON AUGUST 16, 2005?

A. Yes, I am.

Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

A. I respond to and rebut portions of the direct testimony of CompSouth witness Joseph Gillan, Sprint witness James Maples and U.S. LEC witness Wanda Montano. Specifically, I address their testimony and proposed interconnection agreement language as they relate to Issue Nos. 1, 3, 4, 7, 9, 10, 13, 14, 15, 21, 28 and 30 in the Joint Issues Matrix filed with the Florida Public Service Commission ("Commission") on July 15, 2005.

Q. HAS BELLSOUTH REVIEWED THE CONTRACT LANGUAGE PROPOSED BY COMPSOUTH AND ATTEMPTED TO DETERMINE IF THE PARTIES CAN REACH AGREEMENT ON SOME OF THESE ISSUES?

1 A. Yes, BellSouth reviewed CompSouth's proposed language as it was filed with Mr.
2 Gillan's direct testimony in Georgia. Mr. Gillan's proposed language in Florida is
3 virtually identical to that which was filed as Exhibit JPG-1 to Mr. Gillan's direct
4 testimony in Georgia. We have spent a significant amount of time reviewing and
5 discussing CompSouth's proposed language with the goal of narrowing the disputes
6 between the parties. We anticipate that these discussions will continue. It would
7 have been helpful to have had this proposed language during the 90 day period when
8 we were supposed to be negotiating these changes. Nevertheless, the proposed
9 language at this late date still should be helpful to the Commission as it identifies the
10 differences that remain between BellSouth and the other parties. I would also note
11 that Mr. Gillan replaced his original Georgia exhibit with a revised JPG-1. I am not
12 aware of Mr. Gillan making a similar filing in Florida.

13

14 Q. DO YOU HAVE ANY GENERAL COMMENTS ABOUT THE CONTRACT
15 LANGUAGE PROPOSALS PRESENTED BY COMPSOUTH?

16

17 A. Yes, I do. One of our fundamental problems with CompSouth's proposed contract
18 language is that in many instances it simply does not conform with the FCC's rules.
19 For example:

20

21 • CompSouth wrongly asserts that CLECs may wait until March 10, 2006, the
22 last day of the transition period, to submit orders to BellSouth to convert their
23 embedded base and excess circuits from UNEs to alternative arrangements.
24 The FCC provided for a transition period during which the parties were to
25 work together to convert what was formerly a UNE to some other service.

1 The FCC provided a transition period to allow the CLECs to make an orderly
2 transition, as opposed to a flash cut. The CLECs' proposed language would
3 simply extend the transition period beyond 12 months and is in direct conflict
4 with TRRO ¶¶ 142, 195, and 227;

5
6 ▪ CompSouth erroneously alleges that the FCC's transition pricing for the de-
7 listed elements applies only prospectively, from the date a CLEC amends its
8 interconnection agreement forward. This interpretation conflicts with the
9 clear language of the FCC, as set forth in TRRO ¶ 145, footnote 408; ¶ 198,
10 footnote 524; and ¶ 228, footnote 630;

11
12 ▪ CompSouth incorrectly asserts that CLECs may order new dark fiber loops
13 and entrance facilities to serve their embedded base customers during the
14 transition period. Again, this conflicts directly with TRRO ¶227 (UNE-P), ¶
15 146 and 182 (dark fiber loops) ¶ 66 and 141 (entrance facilities) ; and

16
17 ▪ CompSouth fails to acknowledge that CLECs must undertake a reasonably
18 diligent inquiry to determine if they are entitled to unbundled access to high
19 capacity loops and transport before they place orders for these elements with
20 BellSouth, which conflicts with TRRO, ¶ 234, among other provisions.

21
22 I will expand upon these conflicts in more detail as I address the various issues later
23 in this testimony.

24

1 My second general comment is that CompSouth's proposed language is difficult to
2 follow because CompSouth has presented only disjointed sections of proposed
3 language to address specific issues while not including pertinent and related sections
4 that would reside elsewhere in an interconnection agreement. The interconnection
5 agreement is a lengthy document, with many interrelated and interdependent sections.
6 At a minimum, the interconnection agreement attachment 2 language should be
7 presented as a whole to ensure interrelated issues are consistently addressed. By
8 limiting their proposed language changes to only portions of the agreement,
9 CompSouth fails to address other related issues.

10
11 My third general comment is that CompSouth uses many supposedly defined terms
12 (those which are capitalized); yet it provides no definition for these terms in its
13 language proposal. Since these terms could be interpreted differently by different
14 people, my rebuttal assumes that CompSouth has accepted BellSouth's definitions for
15 these terms, unless it is obvious that they did not. For example, CompSouth uses the
16 term "DS1 UNE loop" in its proposed language, but it does not provide a definition
17 for this loop. Therefore, because BellSouth uses the term "DS1 loop" in its proposed
18 language, we deleted the word "UNE" from "DS1 UNE loop" in BellSouth's redline
19 of CompSouth's language, attached hereto as Exhibit PAT-5. In the few instances
20 where CompSouth defined terms, but did so inconsistently with the FCC's rules (or
21 even with its own definition supplied elsewhere in its language), we have modified
22 such terms in Exhibit PAT-5.

23
24 Q. DO YOU HAVE ANY GENERAL COMMENTS ABOUT THE CONTRACT
25 LANGUAGE PROPOSALS PRESENTED BY SPRINT?

1 A. Mr. Maples states that Sprint “redlined” sections of terms and conditions filed by
2 BellSouth in a similar docket [19341-U] in Georgia”. Therefore, I will assume for
3 purposes of my rebuttal testimony in this proceeding, that the terms and conditions
4 which Mr. Maples has modified are terms and conditions from Exhibit PAT-1 to my
5 direct testimony. I will also assume, for purposes of my rebuttal testimony, that
6 where Sprint has proposed modifications to language from my exhibit which
7 references other sections of Exhibit PAT-1, and Sprint has proposed no modifications
8 to those referenced sections, that it accepts BellSouth’s proposed terms in those
9 sections.

10

11 Additionally, BellSouth and Sprint have reached agreement on several issues raised
12 by Sprint in Mr. Maples’ direct testimony. Therefore, I am not providing rebuttal
13 testimony on those issues.

14

15 Q. HAS BELLSOUTH MADE ANY ATTEMPT TO ADDRESS THESE
16 SHORTCOMINGS IN COMPSOUTH’S PROPOSED LANGUAGE?

17

18 A. Yes. BellSouth has attempted to redline CompSouth’s proposed interconnection
19 agreement language in Exhibit JPG-1 to Mr. Gillan’s direct testimony in Georgia in
20 an attempt to bring the CompSouth proposed language into compliance with the TRO
21 and TRRO. BellSouth’s working version of its redlines to the CompSouth-proposed
22 contract language is attached as Exhibit PAT-5 to my testimony as an aid to the
23 Commission in evaluating where the parties disagree and to highlight how
24 CompSouth’s proposed language is not compliant with current law. Because
25 CompSouth did not propose a comprehensive set of terms and conditions, BellSouth

1 cannot advocate adopting even BellSouth's redlined version of the CompSouth's
2 proposal because it would be incomplete. I will note, however, that if the CLECs had
3 made these proposals to BellSouth to be integrated into a complete document, it is
4 possible that BellSouth could have negotiated some resolution to some of these
5 disputes. We simply didn't have the chance to do that prior to filing this testimony on
6 such short notice. As a result, since we have provided our own complete versions of
7 this language to the Commission and these versions are attached as Exhibits PAT-1
8 and PAT-2 to my direct testimony, BellSouth requests that the Commission adopt the
9 complete statements of the relevant portions of our basic interconnection agreement
10 with the CLECs.

11

12 **Issue 1:**

13 **Transition Pricing**

14

15 Q. IN COMPSOUTH'S PROPOSED LANGUAGE FOR THE TRANSITION OF
16 EMBEDDED BASE HIGH CAPACITY LOOPS AND TRANSPORT, AND
17 LOCAL SWITCHING/UNE-P, IT ALLEGES THAT TRANSITION PRICING FOR
18 EACH OF THESE ELEMENTS IS BASED ON THE "TELRIC RATE" THE CLEC
19 PAID FOR THAT ELEMENT ON JUNE 15, 2004. DOES THIS PROPOSAL
20 CORRECTLY REPRESENT THE REQUIREMENTS IN THE TRRO?

21

22 A. No. The FCC stated that such pricing would be determined based on the higher of the
23 rate **the CLEC paid** for that element or combinations of elements on June 15, 2004,
24 or the rate the state commission ordered for that element or combination of elements
25 between June 16, 2004 and the effective date of the Triennial Review Remand Order.

1 In most, if not all instances, the transitional rate will be the rate the CLEC paid for the
2 element or combination of elements on June 15, 2004, plus the transitional additive
3 (\$1 for UNE-P/Local Switching and 15% for high capacity loops and transport). For
4 UNE-P, this includes those circuits priced at market rates for the FCC's four or more
5 line carve-out established in the UNE Remand Order.¹

6
7 Q. IS IT CLEAR THAT THERE IS ACTUALLY A DISPUTE WITH THE CLECS
8 OVER THIS PARTICULAR POINT?

9
10 A. Yes, it is. Some of BellSouth's older contracts include a market based price for
11 switching for "enterprise" customers served by DS0 level switching that met the
12 FCC's four or more line carve-out. That is, in some of our agreements, CLECs paid
13 TELRIC-based rates for DS0 level switching provided to "mass market" customers
14 (those with three or fewer lines), and higher rates for those that were a part of the four
15 or more line carve out. These terms and rates were included in the interconnection
16 agreements and were in effect on June 15, 2004. Notwithstanding this, Mr. Gillan
17 claims, on page 14 of his direct testimony, that "CLECs are entitled to pay TELRIC
18 rates (plus \$1) for all analog customers, including any customers that BellSouth may
19 have previously claimed were 'enterprise customers' because they had four or more
20 lines." It is difficult to say how much clearer the FCC could have been than to say
21 that for the embedded base of UNE-Ps the CLECs would pay either the higher of the
22 rates that were in their contracts as of June 15, 2004, or the rates that the state
23 commissions had established between June 16, 2004 and the effective date of the
24 TRRO, plus \$1. Yet according to Mr. Gillan, the FCC didn't really mean what it

¹ Third Report and Order and Fourth Further Notice of Proposed Rulemaking, CC Docket No. 96-98, released November 5, 1999

1 said. Mr. Gillan misrepresents the FCC as having directed that the CLECs would
2 always pay TELRIC plus \$1 for their embedded base, irrespective of what is in their
3 contract with BellSouth.

4
5 Q. PLEASE IDENTIFY THE PORTIONS OF THE TRRO THAT ADDRESS WHAT
6 RATES WILL APPLY TO EMBEDDED BASE DS1 AND DS3 LOOPS, DS1 AND
7 DS3 DEDICATED TRANSPORT, AND LOCAL SWITCHING/UNE-P WHILE A
8 CLEC IS LEASING THESE ELEMENTS FROM BELLSOUTH DURING THE
9 RELEVANT TRANSITION PERIOD.

10
11 A. Although the language is very similar, I will separately address each set of elements
12 below:

13 DS1, DS3 AND DARK FIBER LOOPS

14 The FCC established transition period pricing for DS1 loops in 47 C.F.R.
15 51.319(a)(4)(iii). The rule states:

16
17 For a 12-month period beginning on the effective date of the Triennial
18 Review Remand Order, any DS1 loop UNEs that a competitive LEC
19 leases from the incumbent LEC as of that date, but which the
20 incumbent LEC is not obligated to unbundle pursuant to paragraphs
21 (a)(4)(i) or (a)(4)(ii) of this section, shall be available for lease from
22 the incumbent LEC at a rate equal to **the higher of (1) 115% of the**
23 **rate the requesting carrier paid for the loop element on June 15,**
24 **2004, or (2) 115% of the rate the state commission has established**
25 **or establishes, if any, between June 16, 2004, and the effective date of**

1 the Triennial Review Remand Order, for that loop element. (emphasis
2 added)

3
4 The FCC prescribed the same transition period rate increases for DS3 loops and dark
5 fiber loops in subsections 51.319 (a)(5)(iii), and 51.319 (a)(6) of that rule,
6 respectively.

7 DS1, DS3, AND DARK FIBER TRANSPORT

8 The FCC established transition period pricing for DS1 transport in 47 C.F.R.
9 51.319(e)(2)(ii)(C). That rule states:

10
11 For a 12-month period beginning on the effective date of the Triennial
12 Review Remand Order, any DS1 dedicated transport UNE that a
13 competitive LEC leases from the incumbent LEC as of that date, but
14 which the incumbent LEC is not obligated to unbundle pursuant to
15 paragraphs (e)(2)(ii)(A) or (a)(4)(ii)(B) of this section, shall be
16 available for lease from the incumbent LEC at a rate equal to **the**
17 **higher of (1) 115% of the rate the requesting carrier paid** for the
18 dedicated transport element **on June 15, 2004**, or (2) 115% of **the rate**
19 **the state commission has established or establishes**, if any, between
20 June 16, 2004, and the effective date of the Triennial Review Remand
21 Order, for that dedicated transport element. (emphasis added)

22
23 The FCC prescribed the same transition period rate increases for DS3 dedicated
24 transport and dark fiber in subsections (e)(2)(iii)(C) and (e)(2)(iv)(C) of that rule,
25 respectively.

1 LOCAL SWITCHING

2 The FCC established transition period pricing for DS0 level switching in 47 C.F.R.
3 51.319(d)(2)(iii). That rule states:

4 ... for a 12-month period from the effective date of the Triennial
5 Review Remand Order, ... [t]he price for unbundled local circuit
6 switching in combination with unbundled DS0 capacity loops and
7 shared transport obtained pursuant to this paragraph shall be **the**
8 **higher of: (A) the rate at which the requesting carrier obtained**
9 **that combination** of network elements **on June 15, 2004** plus one
10 dollar, or **(B) the rate the state public utility commission**
11 **establishes**, if any, between June 16, 2004 and the effective date of the
12 Triennial Review Remand Order, for that combination of network
13 elements, plus one dollar. (emphasis added)

14
15 There is absolutely no mention or reference to TELRIC rates in any of the rules
16 addressing transitional pricing for these de-listed UNEs. Nor is there any suggestion
17 that the rates included in the interconnection agreements should be restated to some
18 different level before the additive is applied. In short, BellSouth's proposal regarding
19 transition pricing is fully consistent with the FCC's rules, and CompSouth's is not.

20
21 Q. CONTINUING WITH REGARD TO TRANSITION PRICING, ON PAGE 9 OF
22 HIS TESTIMONY, MR. GILLAN CLAIMS THAT THE FCC'S TRANSITION
23 PERIOD PRICE INCREASES BECOME EFFECTIVE WHEN THEY ARE
24 INTRODUCED INTO CARRIER'S INTERCONNECTION AGREEMENT. DO
25 YOU AGREE WITH HIS CLAIM?

1 A. No, not entirely. In the ordinary course of events, Mr. Gillan would be correct.
2 Normally, when there is a change in the law, the parties must negotiate to incorporate
3 the change into their contract, and the change is only effective prospectively.
4 However, as the litigation in Florida and elsewhere has demonstrated, the FCC has
5 the power and the authority to determine that something should be done differently,
6 and it has done so here. In this case, while it is true that the parties must amend their
7 interconnection agreement to incorporate these transitional rates, these rates do not
8 only apply on a limited, going forward basis as Mr. Gillan alleges. The FCC clearly
9 indicated, to the contrary, that transition period pricing would apply for each de-listed
10 UNE retroactively to March 11, 2005. For dedicated transport, for example, the FCC
11 stated in footnote 408 of the TRRO that: “Dedicated transport facilities no longer
12 subject to unbundling **shall be subject to true-up** to the applicable transition rate
13 upon the amendment of the relevant interconnection agreements, including any
14 applicable change of law process.” (emphasis added). The FCC sets forth this same
15 requirement for high cap loops and UNE-P in the sections of the TRRO addressing
16 those elements.²

17
18 Indeed, this is another situation where the CLECs’ proposed language seems to
19 further confuse issues. Although it is surely just a simple error, CompSouth’s
20 proposed interconnection agreement language appears to conflict with Mr. Gillan’s
21 testimony with respect to the date the interim rates would become effective.
22 CompSouth’s proposed language states that BellSouth may charge the interim pricing
23 for de-listed elements from the effective date of the CLEC’s amended interconnection
24 agreement to the end date of the transition period. (Sections 2.2.6, 2.3.6.3, 4.4.4,

² See also TRRO, footnotes 524 and 630, addressing true-up of transition rates for high cap loops and UNE-P respectively.

1 5.3.3.4, 6.2.4.4 and 6.9.1.5, Exhibit JPG-1). Yet, in his testimony, on page 11, Mr.
2 Gillan states that CLECs must simply “place an order with BellSouth to qualify for
3 transition rates.” This makes no sense. The TRRO makes it very clear that this
4 interim pricing for each de-listed element applies from March 11, 2005, to March 10,
5 2006 (or September 10, 2006 for dark fiber), but only while the CLEC is leasing that
6 element from the ILEC during the relevant transition period.

7
8 Q. ON PAGES 9 AND 10 OF HIS TESTIMONY, MR. GILLAN STATES THESE
9 RATE CHANGES MUST TAKE EFFECT THROUGH CONTRACT CHANGES,
10 RATHER THAN VIA UNILATERAL ACTION. HAS BELLSOUTH BEGUN
11 BILLING TRANSITION RATES TO CLECS THAT HAVE NOT YET AMENDED
12 THEIR INTERCONNECTION AGREEMENT TO INCORPORATE THE
13 TRANSITION RATES?

14
15 A. No, it has not. Again, BellSouth assumes this is essentially a reference to the issue
16 we had with regard to the “no new adds” controversy about whether an FCC-ordered
17 change is self-effectuating. BellSouth has not asserted, with regard to the embedded
18 base, that the transition rates would go into effect without a contract amendment. The
19 FCC clearly stated that the contracts would need to be amended, and that the
20 transition rates would then be retroactive to March 11, 2005. This is perfectly clear
21 from reading the TRRO, and BellSouth has not proposed any language in its contract
22 amendments that would suggest anything to the contrary.

23
24 Once interconnection agreements are amended to incorporate the rates, terms and
25 conditions associated with the transition of each de-listed UNE or UNE combination,

1 the transition rate must be trued-up in a timely manner to the March 11, 2005
2 transition period start date.

3

4 Q. ON PAGES 10-11 OF MR. GILLAN'S DIRECT TESTIMONY, HE SUGGESTS
5 THAT THE TRRO IS UNCLEAR AS TO THE TIME PERIOD DURING WHICH
6 THE TRANSITION RATES SHOULD APPLY. DO YOU AGREE?

7

8 A. No. The TRRO specifically states that these rates will apply only while the CLEC is
9 leasing the de-listed element from the ILEC during the relevant transition period. See
10 TRRO, ¶¶ 145, 198 and 228. The transition rates will thus apply until the earlier of
11 March 10, 2006 (or September 10, 2006 for dark fiber), or the date the de-listed
12 UNEs are converted to the alternative arrangements ordered by the CLEC. Once the
13 de-listed UNE is converted to an alternative service, the CLEC will be billed the
14 applicable rates for that alternative service going forward.

15

16 **Transition Period**

17

18 Q. MOVING FROM TRANSITION PRICING TO THE TRANSITION PERIOD
19 ITSELF, BASED ON YOUR REVIEW OF COMPSOUTH'S PROPOSED
20 LANGUAGE, DO THE PARTIES AGREE ON THE START DATE AND END
21 DATES FOR THE TRANSITION PERIOD?

22

23 A. Yes. In the first paragraph under each bolded heading in CompSouth's proposed
24 transition language, it delineates when the transition period will begin and end.
25 (Sections 2.2.1, 2.3.6.1.1, 4.4.1, 5.3.3.1, 6.2.1, and 6.9.1.1) Based on this language,

1 BellSouth and CompSouth do agree on the start and end dates for the transition
2 period.

3

4 On page 10 of his direct testimony, Mr. Maples acknowledges that the transition
5 period for switching “must be completed 12 months after the effective date of the
6 TRRO”, but he states that this completion date is March 11, 2006. While I believe
7 that Sprint and BellSouth agree on the end date for the applicable transition periods, I
8 would nonetheless like to clarify that the transition period for switching/UNE-P, DS1
9 and DS3 loops, and DS1 and DS3 transport ends on March 10, 2006, not March 11,
10 2006.

11

12 Finally, on page 17 of her direct testimony, Wanda Montano states that “U.S. LEC
13 agrees that the transition period for UNE loops and dedicated transport that were
14 installed in wire centers that are considered non-impaired as of March 11, 2005...
15 ends as of March 10, 2006.”

16

17 Q. IF THE PARTIES AGREE TO THE START AND END DATES FOR THE
18 TRANSITION PERIOD, WHAT IS THE NATURE OF THE DISAGREEMENT
19 ABOUT THE TRANSITION TIMEFRAME?

20

21 A. The issue between the parties is what activity must occur during the transition period.
22 BellSouth believes that the transition process must begin and end within the transition
23 period. According to Mr. Gillan, the CLECs evidently believe that the process only
24 has to begin within the transition period, with the completion of the transition
25 occurring at some later date. For example, in paragraph 2.2.9 of Exhibit JPG-1, Mr.

1 Gillan proposes that “No later than March 10, 2006, CLEC shall submit
2 spreadsheet(s) identifying all of the Embedded Customer Base of circuits” Any
3 rational person must understand that a spreadsheet cannot be submitted on March 10,
4 2006, and worked that same date, particularly when the spreadsheet includes facilities
5 that are to be “transitioned to wholesale facilities obtained from other carriers or self-
6 provisioned” Consequently, simply as a matter of logic, since the parties agree as
7 to when the transition period begins and ends, the CLECs’ position on the submission
8 of orders must be rejected.

9
10 Beyond that, the FCC itself made it clear that the purpose of the transition period was
11 so that the process of transitioning former UNEs could begin and end during that 12-
12 month period. The FCC said in Paragraph 227 of the TRRO what must occur during
13 the transition period:

14 We believe it is appropriate to adopt a longer, twelve-month, transition
15 period than was proposed in the *Interim Order and NPRM*. We
16 believe that the twelve-month period provides adequate time for **both**
17 **competitive LECs and incumbent LECs to perform the tasks**
18 **necessary to an orderly transition, which could include deploying**
19 **competitive infrastructure, negotiating alternative access**
20 **arrangements, and performing loop cut overs or other**
21 **conversions.** Consequently, carriers have twelve months from the
22 effective date of this Order to modify their interconnection
23 agreements, including completing any change of law processes. By
24 the end of the twelve month period, requesting carriers must transition

1 the affected mass market local circuit switching UNEs to alternative
2 facilities or arrangements. (footnotes omitted) (emphasis added).

3

4 How much more clear could the FCC be than saying “By the end of the twelve month
5 period, requesting carriers must transition the affected mass market local circuit
6 switching UNEs to alternative facilities or arrangements?” The FCC didn’t say that
7 the CLECs just had to arrange to make the transition, or just had to submit orders to
8 effect the transition, but that the CLECs had to “transition” the affected UNEs to
9 alternative arrangements. The CLECs’ position is unfounded and contrary to the
10 FCC’s specific directives. It is simply another attempt, thinly veiled, to generate a
11 few more days or months, or perhaps years, where the CLECs could obtain these
12 former UNEs at TELRIC rates.

13

14 **New Adds during the Transition period**

15

16 Q. WHAT IS THE ISSUE WITH REGARD TO THE CLECS’ POSITION ON NEW
17 ADDS?

18

19 A. CompSouth’s proposed language provides that during the twelve month transition
20 period that they can add new DS1 and DS3 loops, and DS1, DS3 and Dark Fiber
21 Dedicated Transport to serve their embedded base. That assertion is completely
22 inconsistent both with the language of the TRRO and its accompanying rules.

23

24 Of course, CLECs are entitled to order high capacity loops and transport in wire
25 centers where the CLEC has certified, after undertaking a reasonably diligent inquiry,

1 that it is entitled to order such loops and transport at UNE rates. However,
2 CompSouth does not include self certification requirement language in its language
3 proposal; instead it simply claims that it is entitled to these additional loops and
4 transport during the transition period.

5
6 Q. MAY CLECS ADD NEW ENTRANCE FACILITIES DURING THE TRANSITION
7 PERIOD, AS WOULD BE PERMITTED PURSUANT TO COMPSOUTH'S
8 PROPOSED LANGUAGE IN SECTION 6.2.2 OF EXHIBIT JPG-1?

9
10 A. Absolutely not. The FCC concluded in the TRO that CLECs were not impaired
11 without unbundled access to entrance facilities, and it affirmed that finding in the
12 TRRO.³ BellSouth is offering to allow embedded base UNE entrance facilities to
13 remain in place during the transition period as an accommodation to help effectuate
14 an orderly transition process for embedded base and excess dedicated transport
15 facilities. CLECs certainly have no right to order new UNE entrance facilities.

16
17 CompSouth's proposed language violates this requirement in Section 6.2.2 of Exhibit
18 JPG-1, where it states "CLEC shall be entitled to order and BellSouth shall provision
19 DS1 and DS3 UNE Dedicated Transport, including DS1 and DS3 UNE Entrance
20 Facilities, that CLEC orders for the purpose of serving CLEC's Embedded Customer
21 Base and such facilities are included in the Embedded Customer Base." This cannot
22 be reconciled with the FCC's ruling.

23

³ TRO, ¶ 366, footnote 1116; TRRO, ¶ 66

1 Q. MAY CLECS ADD NEW UNE SWITCH PORTS OR UNE-P LINES DURING
2 THE TRANSITION PERIOD, AS COMPSOUTH'S PROPOSED LANGUAGE
3 SUGGESTS?

4
5 A. No, not as CompSouth's language proposes. The FCC specifically stated: "This
6 transition period shall apply only to the embedded customer base" (TRRO at ¶ 199) ,
7 and does not permit competitive LECs to add "new local switching as an unbundled
8 network element" 47 C.F.R.§(d)(2)(iii). Further, the DS0 capacity local switching
9 rule is clear – ILECs have no obligation to continue provisioning unbundled local
10 switching. This rule, at 47 C.F.R.§ 51.319(d)(2)(i) states that: "An incumbent LEC
11 is not required to provide access to local circuit switching on an unbundled basis to
12 requesting telecommunications carriers for the purpose of serving end user customers
13 using DS0 loops.

14
15 CompSouth's proposed language in Sections 4.4.2 and 5.3.3.2 of Exhibit JPG-1
16 violates this requirement. CompSouth's proposal is that "CLEC shall be entitled to
17 order and BellSouth shall provision Local Switching orders [UNE-P] that CLEC
18 orders for the purpose of serving CLEC's Embedded Customer Base and such
19 facilities are included in the Embedded Customers Base." This proposed language is
20 in direct conflict with the plain language of this Commission's ruling and the FCC's
21 order.

22 **Process Issues**

23
24 Q. IS BELLSOUTH OBLIGATED TO PROVIDE WRITTEN NOTICE TO EACH
25 CLEC OF THEIR EMBEDDED BASE OF UNES THAT MUST BE CONVERTED

1 TO ALTERNATIVE SERVING ARRANGEMENTS AS COMPSOUTH
2 PROPOSES IN SECTIONS 2.2.9, 2.3.6.4, 4.4.5, 5.3.3.5, 6.2.4.7 AND 6.9.1.7 OF
3 EXHIBIT JPG-1?

4
5 A. No. The question is whether the CLECs are responsible for identifying what is in
6 their embedded base, and telling BellSouth what the CLECs want to do with the
7 embedded base as the embedded base is transitioned, or whether BellSouth should be
8 required to notify the CLECs of the facilities that BellSouth believes are in the
9 embedded base. It makes sense that each CLEC should identify its embedded base,
10 and notify BellSouth of what it wants to do with that base. The alternative is for
11 BellSouth to attempt to identify the embedded base, and then have the CLECs, in
12 turn, figure out what they want to do with the embedded base, and then notify
13 BellSouth of their decision. Why have two steps, performed by different players to
14 achieve the results that one player, the CLEC, is clearly responsible for determining?
15 Only the CLEC knows what it wants to do with its embedded base. What is the point
16 in having BellSouth identify the base for the CLECs, who have their own records
17 upon which they can make this determination? Other than hoping that BellSouth
18 might miss some of the former UNEs, thus extending the CLECs use of something
19 they are not entitled to have, there doesn't seem to be much point in the CLECs'
20 position. Further, BellSouth has hundreds of CLECs with which it is going to have to
21 coordinate in order to transition former UNEs. Requiring BellSouth to devote its
22 resources to identifying the embedded base, when each individual CLEC can use its
23 own resources to identify its own embedded base, is not very efficient.

24

1 Q. MAY A CLEC SPREADSHEET TAKE THE PLACE OF A LOCAL SERVICE
2 REQUEST (“LSR”) OR ACCESS SERVICE REQUEST (“ASR”) FOR PURPOSES
3 OF CONVERTING EMBEDDED BASE AND EXCESS CIRCUITS TO
4 ALTERNATIVE SERVING ARRANGEMENTS AS COMPSOUTH PROPOSES IN
5 SECTIONS 2.2.9, 2.3.6.4, 4.4.5, 5.3.3.5, 6.2.4.7 AND 6.9.1.7 OF EXHIBIT JPG-1?
6

7 A. It depends. CLECs must follow the ordering procedures that BellSouth has in place
8 for each de-listed UNE. To bulk convert UNE-P services to UNE-L arrangements, a
9 spreadsheet may not be substituted for an LSR. Instead, BellSouth has provided
10 CLECs with an on-line pre-ordering scheduling tool to permit the reservation of due
11 dates associated with Bulk Migrations. Once spreadsheets are submitted and the
12 parties agree that all de-listed UNE circuits are identified, CLECs may proceed with
13 the normal process for Bulk migrations. To convert high-cap loops and transport to
14 alternative services, however, CLECs may submit such requests on a spreadsheet and
15 the spreadsheet will take the place of an LSR/ASR. If the CLECs comply with the
16 reasonable dates BellSouth has proposed for submitting conversion requests, we can
17 achieve an orderly transition using BellSouth’s existing procedures.
18

19 **UNE-P transition**
20

21 Q. ON PAGES 10 AND 11 OF HIS DIRECT TESTIMONY, MR. MAPLES
22 ADDRESSES THE OCTOBER 1, 2005 DATE PROPOSED BY BELL SOUTH BY
23 WHICH CLECS MUST SUBMIT ORDERS TO CONVERT THEIR EMBEDDED
24 BASE OF UNE-P TO ALTERNATIVE ARRANGEMENTS. HOW DO YOU
25 RESPOND?

1 A. Mr. Maples suggests that, “[a] definitive timetable could be developed if the parties
2 knew the alternative arrangement selected, the number of UNE-P lines that needed to
3 be transitioned, and BellSouth’s capabilities with respect to order processing.” I
4 agree. If all CLECs had begun communicating with BellSouth about their conversion
5 intentions early in the transition period, BellSouth might have proposed different
6 transition language. The reality is, however, that most CLECs had not communicated
7 with us about their conversion intentions even four months after the effective date of
8 the TRRO. As a result, BellSouth proposed a date certain of October 1, 2005 by
9 which CLECs need to submit their UNE-P conversion orders, since this date would
10 permit BellSouth to work all UNE-P conversion options, including conversion to
11 UNE-L, by March 10, 2006. BellSouth is not proposing to work all the conversion
12 orders 5-6 months in advance of the end of the transition period. Rather, BellSouth
13 proposes the transition process start in time to enable completion by the March 10,
14 2006 end date.

15
16 Q. HOW DO YOU RESPOND TO THE STAGGERED ORDER SUBMISSION
17 DATES SPRINT IS PROPOSING ON PAGE 11 OF MR. MAPLES’ TESTIMONY?

18
19 A. Sprint proposes that CLECs be required to submit orders to convert 1/3 of their
20 embedded base of UNE-P by November 1, 2005, another 1/3 of its embedded base by
21 December 1, 2005, and all remaining embedded base by January 9, 2006. Sprint’s
22 proposal appears to be reasonable. However, I must mention here that while Sprint’s
23 proposed staggered conversion dates may work for Sprint and perhaps other CLECs,
24 they will likely not work for all CLECs. As Mr. Maples notes earlier in his
25 testimony, due dates for conversion orders, spreadsheets, etc. must take into

1 consideration the size of each CLP's embedded base of UNE-P lines and the
2 conversion alternative(s) the CLP has chosen. If a CLP has a large embedded base
3 and intends to convert its entire embedded base of UNE-P to UNE-L, the staggered
4 dates proposed by Sprint may not provide BellSouth ample time to perform all of
5 these conversions by March 10, 2006.

6
7 **DS1 and DS3 loop transition language**

8
9 Q. ON PAGE 17-18 OF MR. MAPLES' TESTIMONY, HE PROPOSES
10 MODIFICATIONS TO BELLSOUTH'S DS1 AND DS3 LOOP TRANSITION
11 LANGUAGE. HOW DO YOU RESPOND?

12
13 It is my understanding that BellSouth and Sprint have negotiated mutually acceptable
14 changes to this language.

15
16 On a related issue regarding BellSouth's High Capacity Loop language, I would like
17 to make this Commission aware that BellSouth is revising sections 2.1.4.5, 2.1.4.9
18 and 2.1.4.10 in Exhibit PAT-1. BellSouth is revising Section 2.1.4.5 to clarify that
19 the transition period will apply to both Embedded Base and Excess DS1 and DS3
20 Loops. BellSouth is revising Sections 2.1.4.9 and 2.1.4.10 to remove inadvertent
21 section references within them.

22
23 Sections 2.1.4.9 and 2.1.4.10 both reference Section 2.1.4.5.1, which sets forth the
24 non-impairment thresholds for DS1 loops, and Section 2.1.4.5.2, which sets forth the
25 non-impairment thresholds for DS3 loops. Since only the non-impairment thresholds

1 for DS1 loops should be addressed in Section 2.1.4.9, BellSouth is deleting the
2 reference to 2.1.4.5.2 in that section. Likewise, since only the non-impairment
3 thresholds for DS3 loops should be addressed in Section 2.1.4.10, BellSouth is
4 deleting the reference to 2.1.4.5.1 in that section. These particular sections are
5 redlined below to illustrate the changes BellSouth is making to its proposed language.

6
7 2.1.4.5 Notwithstanding anything to the contrary in this Agreement, and except as
8 set forth in Section 2.1.4.12 below, BellSouth shall make available DS1
9 and DS3 Loops as described in this Section 2.1.4. only for
10 <<customer_short_name>>'s Embedded Base and Excess DS1 and DS3
11 Loops during the Transition Period:

12
13 2.1.4.5.1 DS1 Loops at any location within the service area of a wire center
14 containing 60,000 or more Business Lines and four (4) or more fiber-
15 based collocators.

16
17 2.1.4.5.2 DS3 Loops at any location within the service area of a wire center
18 containing 38,000 or more Business Lines and four (4) or more fiber-
19 based collocators.

20
21 2.1.4.9.1 Once a wire center exceeds both of the thresholds set forth in Sections
22 2.1.4.5.1 above and ~~2.1.4.5.2~~ below, no future DS1 Loop unbundling will
23 be required in that wire center.

24

1 2.1.4.10 Once a wire center exceeds both of the thresholds set forth in Sections
2 ~~2.1.4.5.1~~ and 2.1.4.5.2 above below, no future DS3 loop unbundling will
3 be required in that wire center.

4

5 BellSouth is making like changes to Sections 2.1.4.4 and 2.1.4.5 in Exhibit PAT-2.

6

7 **DS1 and DS3 Dedicated Transport Transition Language**

8

9 Q. ON PAGE 19 OF MR. MAPLES' TESTIMONY, HE PROPOSES
10 MODIFICATIONS TO BELLSOUTH'S DS1 AND DS3 DEDICATED
11 TRANSPORT TRANSITION LANGUAGE. HOW DO YOU RESPOND?

12

13 As indicated above, I understand that BellSouth and Sprint have negotiated mutually
14 acceptable changes to this language.

15

16 BellSouth disagrees with Mr. Maples' statement that BellSouth's obligation to
17 provide access to DS1, DS3 and dark fiber dedicated transport applies equally to
18 Entrance Facilities. As I stated earlier in my testimony, BellSouth is not obligated to
19 provide entrance facilities on an unbundled basis, we are simply offering to include
20 entrance facilities in the transition period to help create an orderly transition process
21 for the embedded base and excess dedicated transport.

22

23 With respect to BellSouth's proposed Dedicated Transport language, BellSouth is
24 also making changes to Sections 6.2.6, 6.2.6.7 and 6.2.6.8 of Exhibit PAT-1.
25 BellSouth is revising Section 6.2.6 to clarify that the transition period will apply to

1 both Embedded Base and Excess Dedicated Transport. BellSouth is revising Sections
2 6.2.6.7 and 6.2.6.8 to remove inadvertent section references within them.

3

4 Sections 6.2.6.7 and 6.2.6.8 both reference Section 6.2.6.1, which sets forth the non-
5 impairment thresholds for DS1 Dedicated Transport, and Section 6.2.6.2, which sets
6 forth the non-impairment thresholds for DS3 Dedicated both Transport. Since only
7 the non-impairment thresholds for DS1 Dedicated Transport should be addressed in
8 Section 6.2.6.7, BellSouth is deleting the reference to 6.2.6.2 in that section.
9 Likewise, since only the non-impairment thresholds for DS3 Dedicated Transport
10 should be addressed in Section 6.2.6.8, BellSouth is deleting the reference to 6.2.6.1
11 in that section. I have redlined these sections below to illustrate the changes
12 BellSouth is making to correct this inadvertent error in our language.

13

14 6.2.6 Notwithstanding anything to the contrary in this Agreement, BellSouth shall
15 make available Dedicated Transport as described in this Section 6.2 only for
16 <<customer_short_name>>'s Embedded Base and Excess Dedicated
17 Transport during the Transition Period:

18

19 6.2.6.1 DS1 Dedicated Transport where both wire centers at the end points of the
20 route contain 38,000 or more Business Lines or four (4) or more fiber-based
21 collocators.

22

23 6.2.6.1.1 DS3 Dedicated Transport where both wire centers at the end points of the
24 route contain 24,000 or more Business Lines or three (3) or more fiber-based
25 collocators

1 6.2.6.7 Once a wire center exceeds either of the thresholds set forth in this Sections
2 6.2.6.1 and ~~6.2.6.2~~ above, no future DS1 Dedicated Transport unbundling will
3 be required in that wire center

4

5 6.2.6.8 Once a wire center exceeds either of the thresholds set forth in Sections
6 ~~6.2.6.1~~ or 6.2.6.2 above, no future DS3 Dedicated Transport will be required
7 in that wire center.

8

9 BellSouth is making like changes to Sections 5.2.2.4 and 5.2.2.5 of Exhibit PAT-2.

10

11 **Issue 3**

12 **Caps on DS1 and DS3 Loops**

13

14 Q. DO YOU AGREE WITH THE LANGUAGE COMPSOUTH IS PROPOSING TO
15 ADDRESS THE CAPS ON UNE DS1 AND DS3 LOOPS IN SECTIONS 2.2.4-
16 2.2.5.2 OF EXHIBIT JPG-1?

17

18 A. I believe so. When Mr. Gillan filed his direct testimony in Georgia, CompSouth's
19 proposed language asserted that the caps on DS1 and DS3 loops applied only to the
20 Embedded Base during the transition period. It now appears that Sections 2.2.4,
21 2.2.5.1, 2.2.5.2 and 2.2.4.3 in Exhibit JPG-1 to Mr. Gillan's Florida testimony have
22 been revised to correct this error in CompSouth's proposed language. The TRRO
23 states that the caps apply: (1) even where the test requires DS3 loop unbundling
24 (TRRO, ¶ 177 (limitation on DS3 loops)), and (2) where we have otherwise found
25 impairment without access to such loops (TRRO, ¶ 181 (limitation on DS1 loops)).

1 Cap on DS1 Transport

2

3 Q. THE PARTIES' DIRECT TESTIMONY INDICATES DISAGREEMENT ON THE
4 DS1 TRANSPORT CAP. HAS THIS ISSUE BEEN RESOLVED?

5

6 A. Yes, this issue has been resolved.

7

8 Definitions

9

10 Q. SHOULD THE COMMISSION ADOPT THE DEFINITION COMPSOUTH
11 PROPOSES FOR THE TERM "BUILDING" IN SECTION 10.1 OF COMPSOUTH
12 EXHIBIT JPG-1?

13

14 A. No. CompSouth's proposed definition of a "building," as set forth in Section 10.1 of
15 Exhibit JPG-1 is unreasonable. To the best of my knowledge, neither the FCC nor
16 any other agency has ever defined a "building" as CompSouth proposes defining the
17 term. CompSouth's proposals are a transparent attempt to serve the interests of
18 CLECs without regard for common sense. By attempting to define individual tenant
19 space in a multi-tenant building as its own "building," a CLEC would have virtually
20 unlimited access to UNE DS1 loops and DS3 loops to the one building housing all of
21 these tenants in clear violation of the caps imposed by the FCC for these elements.

22

23 As I said in my direct testimony, the term "building" should be defined based on a
24 "reasonable person" standard. As such, a single structure building, like the Sun Trust

1 building, is one "building" regardless of whether there is one tenant or multiple
2 tenants operating or residing in it.

3

4 Q. SHOULD THE COMMISSION ADOPT THE DEFINITION COMPSOUTH IS
5 PROPOSING FOR BUSINESS LINES IN SECTION 10.2 OF EXHIBIT JPG-1?

6

7 A. No. CompSouth's proposed definition does not conform with the FCC's definition of
8 "business line" and, in fact, reaches well beyond what the FCC has prescribed in its
9 Order. For example, CompSouth proposes several modifications to the FCC's
10 business line definition, including that business lines do not include non-switched
11 loop facilities (which would potentially exclude some UNE loops). CompSouth also
12 proposes to exclude unused capacity on channelized high capacity loops, yet the
13 FCC's definition directs that digital access lines shall be counting each 64 kbps-
14 equivalent as one line. In Georgia, CompSouth filed a revised Exhibit JPG-1 in
15 which it replaced its proposed "business line" definition with the FCC's rule. To the
16 best of my knowledge, however, CompSouth has not filed a revised Exhibit JPG-1,
17 revising its proposed "business line" definition, in Florida.

18

19 Q. SHOULD THE COMMISSION ADOPT THE DEFINITION OF "FIBER-BASED
20 COLLOCATOR" AS CONTAINED IN COMPSOUTH EXHIBIT JPG-1, SECTION
21 10.4?

22

23 A. No. The memorialized definition in the interconnection agreement should not go
24 beyond what the FCC has included in its rules. CompSouth's proposal goes well
25 beyond the FCC's definition in several ways. They inappropriately broaden the

1 definition of affiliates to incorporate companies who have done no more than engage
2 in merger discussions. This is simply absurd. Merger discussions frequently break
3 down for a variety of reasons. Further, there must be a date certain upon which the
4 non-impairment facts are based. The key factor is what companies are actually
5 merged or affiliated on the date in which the non-impairment determination is made,
6 whether that is the TRRO effective date or a future date when BellSouth designates
7 additional unimpaired wire centers. More importantly, however, is how the
8 collocator is served by fiber. CompSouth attempts to exclude arrangements where a
9 collocated carrier (carrier A) has obtained fiber capacity from another collocated
10 carrier (carrier B) for transporting traffic into and out of the wire center. In this
11 example, assuming carrier A has fiber terminating equipment in its collocation
12 arrangement and has fiber connected to that equipment that it obtained from carrier B,
13 both collocated carriers, if actively powered, qualify as fiber based collocators under
14 the FCC's definition. This, of course, is in addition to arrangements that a carrier has
15 self-deployed fiber or obtained fiber from a third party delivered directly to the
16 collocation arrangement from the cable vault.

17

18 While Exhibit PAT-1 does not currently contain a reference to the FCC's definition
19 for "Fiber Based Collocator", BellSouth certainly has no objection to referencing the
20 FCC's definition in its interconnection agreements with CLECs as Mr. Maples
21 suggests on page 23 of his direct testimony. BellSouth is unwilling to include the
22 language that CompSouth proposes concerning fiber based collocation, which is
23 inconsistent with the FCC's definition. At present, BellSouth's count of fiber-based
24 collocators only accounts for those arrangements served by fiber, although the FCC's

1 definition of business line permits the consideration of fiber optic cable or
2 “comparable transmission facility”.

3

4 **Issue 4(b)**

5 **Wire Center Determinations**

6

7 Q. ON PAGE 17 OF HIS TESTIMONY, MR. GILLAN REQUESTS THAT THIS
8 COMMISSION REVIEW BELLSOUTH’S WIRE CENTER DETERMINATIONS,
9 IMPLYING THAT BELLSOUTH MAY HAVE ADJUSTED ITS
10 DETERMINATIONS TO SERVE ITS OWN INTERESTS. HOW DO YOU
11 RESPOND?

12

13 A. First, let me reiterate that my understanding is that BellSouth’s legal position is that
14 the FCC is the only regulatory body that has jurisdiction over whether BellSouth
15 properly applied the FCC’s criteria. Having said this, however, I would like to assure
16 this Commission that BellSouth has tried to exercise every precaution to ensure that it
17 properly applied the FCC’s criteria to determine which of its wire centers exceed the
18 non-impairment thresholds. We not only took great care in analyzing business line
19 data, we also ensured the accuracy of our counts of fiber-based collocators by having
20 BellSouth personnel visit wire centers to verify the presence of fiber-based
21 collocators reflected in our billing records. We *absolutely did not* alter these findings
22 to serve our own interests.

23

24 Q. DID BELLSOUTH TAKE ANY OTHER STEPS TO ENSURE THE ACCURACY
25 OF ITS WIRE CENTER DETERMINATIONS?

1 A. Yes, we did. Notwithstanding our efforts to accurately count business lines, we found
2 that a mathematical error had been made that impacted the initial results posted to our
3 website. Thus, we retained Deloitte & Touche to conduct its own review of our
4 calculations and to ensure that the calculations were correct based on the
5 methodology we used. As David Wallis' testimony and exhibits demonstrate,
6 Deloitte's calculations confirm BellSouth's determinations.

7

8 Q. DO YOU AGREE WITH MR. GILLAN'S REPRESENTATIONS, ON PAGES 18 –
9 20, AS TO HOW BELLSOUTH SHOULD HAVE COUNTED BUSINESS LINES?

10

11 A. At a very high level, yes. However, I disagree with certain of his arguments that
12 conflict with the FCC's instructions regarding counting of business lines.

13

14 Q. DO YOU AGREE WITH MR. GILLAN'S RECOMMENDATIONS TO THIS
15 COMMISSION REGARDING THE CONSIDERATION OF UNE-L LINES IN
16 EACH WIRE CENTER?

17

18 A. No. Mr. Gillan argues that, before BellSouth can include UNE-L lines in its business
19 line count, it must first determine which UNE-L lines are used to provide switched
20 services. However, the FCC did not impose this requirement. Rather, the FCC's rule
21 states that all UNE-L lines shall be counted:

22

23 The number of business lines in a wire center shall equal the sum of all
24 incumbent LEC switched access lines, *plus the sum of all UNE loops*

1 *connected to that wire center, including UNE loops provisioned in*
2 *combination with other unbundled elements.*⁴ (emphasis added)

3
4 Of course, this definition makes sense. Remember, the objective here is to determine
5 where the CLECs are not impaired without access to BellSouth's facilities as UNEs.
6 The FCC has determined that business lines is a good indicator of that, but of course
7 the fact that the CLECs have already purchased UNE loops in an wire center,
8 irrespective of what services the CLEC provides over the UNE loops, is equally good
9 proof that CLECs are not impaired in that wire center. In paragraph 105, the FCC
10 acknowledged the data it considered in setting its thresholds as well as the
11 appropriateness of such data:

12
13 “The BOC wire center data that we analyze in this Order is based on ARMIS
14 43-08 business lines, plus business UNE-P, *plus UNE-Loops*. We adopt this
15 definition of business lines because it fairly represents the business
16 opportunities in a wire center, including business opportunities already being
17 captured by competing carriers through the use of UNEs.....[B]y basing our
18 definition in an ARMIS filing required of incumbent LECs, and adding UNE
19 figures, which must also be reported, we can be confident in the accuracy of
20 the thresholds, and a simplified ability to obtain the necessary information“
21 (*emphasis added*).

⁴ 47 C.F.R. § 51.5 (emphasis added).

1 Furthermore, the FCC no doubt recognized that the ILECs would have no way of
2 knowing what the UNE loops are being used for; hence the requirement that all UNE
3 loops be included in the business line count. Throughout the TRRO the FCC
4 emphasizes the need for a straightforward, simplified process that does not require a
5 fact-intensive inquiry. This includes the passage quoted above.

6
7 Q. IN ITS COUNT OF BUSINESS LINES, DID BELLSOUTH COUNT HDSL LOOPS
8 AS IT DID DS1 LOOPS, COUNTING EACH 64 KBPS-EQUIVALENT AS ONE
9 LINE, AS MR. GILLAN ASSUMES ON PAGE 24 OF HIS DIRECT TESTIMONY?

10
11 A. No, we did not. As BellSouth witness Eric Fogle explains in more detail, BellSouth
12 counted UNE HDSL loops conservatively, on a one-for-one basis, although it would
13 have been appropriate to convert these loops to their voice grade equivalents. Let me
14 also make clear that, although BellSouth has defined DS1 loops to include 2-wire and
15 4-wire HDSL Compatible Loops, BellSouth included only in service DS1 loops
16 (converted to voice grade equivalents) and in service UNE HDSL loops (which were
17 not converted).

18
19 Q. MR. GILLAN SUGGESTS ON PAGE 19, LINE 3 THAT ONLY UNE-P
20 BUSINESS LINES SHOULD BE COUNTED. DID BELLSOUTH COUNT UNE-P
21 RESIDENTIAL LINES IN ITS BUSINESS LINE COUNT DATA?

22
23 A. No we did not.
24

1 Q. MR. GILLAN PROPOSES THAT THE WIRE CENTER LIST BE
2 INCORPORATED INTO INTERCONNECTION AGREEMENTS. DO YOU
3 AGREE?

4

5 A. Since interconnection agreements will have to be amended to reflect the outcome of
6 this proceeding, BellSouth is not opposed to the initial wire center list being
7 incorporated into the interconnection agreements. BellSouth is, however, opposed to
8 any requirement to have subsequent wire center lists incorporated into
9 interconnection agreements, as that would require unnecessary administrative work
10 when the same result can be achieved more efficiently. It makes more sense to refer
11 in the interconnection agreements to BellSouth's website for the latest wire center
12 list, as is the case with CLEC guides, collocation space exhaust lists and other
13 instructional guides that impact the availability, ordering and provisioning of services
14 offered pursuant to the interconnection agreement.

15

16 Q. IN HER TESTIMONY, WANDA MONTANO OF US LEC REQUESTS THE
17 OPPORTUNITY TO REVIEW THE DATA BELLSOUTH RELIED UPON TO
18 DETERMINE WHICH WIRE CENTERS MET THE THRESHOLD
19 REQUIREMENT. IS BELLSOUTH WILLING TO PRODUCE THIS DATA?

20

21 A. Yes. BellSouth has made available its 2003 data to counsel for US LEC in Atlanta.
22 BellSouth has also provided US LEC with copies of its confidential discovery
23 responses with additional wire center data. Finally, BellSouth has previously
24 responded to carriers' questions through letters and by providing copies of the
25 Deloitte reports upon request. BellSouth has no objection to providing its wire center

1 data to any requesting carrier pursuant to this Commission's Protective Order and
2 appropriate protective agreements.

3
4 Q. ON PAGE 17 OF WANDA MONTANO'S TESTIMONY, SHE ASSERTS THAT
5 TRANSITION OF THE EMBEDDED BASE OF HIGH CAP LOOPS AND
6 DEDICATED TRANSPORT CANNOT BEGIN UNTIL BELLSOUTH'S LIST OF
7 WIRE CENTERS HAS BEEN APPROVED. HOW DO YOU RESPOND?

8
9 A. The wire center list attached to BellSouth's April 15, 2005 Carrier Notification Letter
10 is reflective of the data the FCC instructed the ILECs to use. Therefore, CLECs
11 should use this list to take the appropriate actions to identify their embedded base and
12 determine the alternative arrangements to which they intend to convert these circuits.

13
14 Ms. Montano expresses some concerns about BellSouth's wire center list, and she
15 bases her concern on the fact that BellSouth issued revisions to its initial list. While
16 BellSouth did revise its initial list when we determined that it was not correct, we also
17 took precautions to ensure that the revised list was accurate before we re-posted it on
18 BellSouth's website. I addressed these precautions in my direct testimony and I
19 summarize them again in this testimony. Also, as I indicated above, BellSouth is
20 willing to provide CLECs with access to the data underlying its list and has done so
21 when requested. If additional revisions are necessary to incorporate the results of
22 confirmed CLECs' discovery responses, BellSouth will make such changes. The
23 precautions BellSouth has taken, our willingness to provide the data, and our
24 willingness to utilize the discovery process should alleviate Ms. Montano's concerns.
25 Additionally, BellSouth is prepared to make CLECs whole in the event a CLEC

1 timely reacts to BellSouth's posted wire center list, and at a later date, the list is found
2 to be incorrect.

3

4 Q. US LEC SUGGESTS, ON PAGE 14 OF WANDA MONTANO'S TESTIMONY,
5 TWO PROPOSED METHODS FOR DETERMINING WHICH WIRE CENTERS
6 MEET THE FCC'S IMPAIRMENT THRESHOLDS. HOW DO YOU RESPOND?

7

8 A. The first method proposed by Ms. Montano, which would require that the parties
9 mutually agree on facts to identify the wire centers that meet the FCC's criteria, is
10 really not a feasible option since it would only address U.S LEC's concerns about
11 BellSouth's wire center list. It would be virtually impossible to go through this
12 process with every CLEC in this state.

13

14 The second method proposed by U.S. LEC would require that the Commission
15 approve BellSouth's wire center list through the arbitration process. For purposes of
16 approving BellSouth's initial wire center list, this proceeding should suffice.
17 However, BellSouth does not believe it would be an efficient use of the
18 Commission's or BellSouth's resources to arbitrate separately with each CLEC
19 modifications to subsequent wire center list. BellSouth proposes that Commission
20 approval for subsequent wire center determinations be undertaken in an orderly, more
21 expedited basis. BellSouth is also considering the proposal made by CompSouth in
22 its exhibit JPG-1 associated with Issue 5. BellSouth has made certain preliminary
23 modifications to the CompSouth proposal in Exhibit PAT-5 and anticipates having an
24 opportunity to discuss this proposal with CompSouth and any other interested CLECs

1 prior to the hearing to determine whether there is some mutually agreeable resolution
2 of this issue.

3

4 **Modifications to the wire center list**

5

6 Q. BEFORE YOU BEGIN ADDRESSING MR. GILLAN'S RECOMMENDED
7 MEANS FOR HANDLING MODIFICATIONS TO THE APPROVED WIRE
8 CENTER LIST, PLEASE BRIEFLY DESCRIBE HOW BELL SOUTH PROPOSES
9 THAT SUCH MODIFICATIONS BE HANDLED.

10

11 A. As reflected in the contract language set forth in my Exhibits PAT-1 and PAT-2,
12 BellSouth proposed that, to the extent additional wire centers are found to meet the
13 FCC's no impairment criteria, we will notify CLECs of these new wire centers via a
14 Carrier Notification Letter. Our standard contract language states that ten business
15 days (which equates to fourteen calendar days) after posting the Carrier Notification
16 Letter, BellSouth would no longer be obligated to offer high cap loops and dedicated
17 transport as UNEs in such wire centers, except pursuant to the self-certification
18 process.

19

20 High cap loop and transport UNEs that were in service when the subsequent wire
21 center determination was made will remain available as UNEs for 90 days after the
22 10th business day following posting of the Carrier Notification Letter (or 104 days in
23 total from the date of posting). However, affected CLECs would be obligated to
24 submit spreadsheets identifying these embedded base UNEs to be converted to
25 alternative BellSouth services or disconnected no later than 40 days from the date of

1 BellSouth's Carrier Notification Letter. From that date, BellSouth will negotiate a
2 project conversion timeline.

3

4 The language BellSouth is proposing to address modifications and updates to the wire
5 center list is contained in Section 2.1.4 of Exhibits PAT-1 and PAT-2.

6

7 Q. IS BELLSOUTH WILLING TO CONSIDER MODIFICATIONS TO ITS
8 PROPOSED PROCESS FOR ADDRESSING SUBSEQUENT WIRE CENTERS
9 THAT ARE NOT IMPAIRED?

10

11 A. BellSouth believes its standard offering is commercially reasonable. However,
12 BellSouth is willing to consider other commercially reasonable terms that could
13 eliminate disputes. For example, BellSouth has achieved a compromise solution with
14 one of its CLEC customers with material volumes of high capacity services. In
15 exchange for the CLEC's agreement on other proposed terms, BellSouth agreed to
16 extend its proposed timeline for transition to 120 days from the date BellSouth posts
17 to its website the carrier notification letter identifying subsequent non-impaired wire
18 centers. BellSouth is continuing its discussions with CompSouth's members as well
19 as other CLECs on similar proposals in an effort to resolve this issue. Absent a
20 mutually agreeable compromise, however, BellSouth's standard terms should apply.

21

22 Q. ON PAGE 31 OF HIS DIRECT TESTIMONY, MR. GILLAN PROPOSES THAT
23 BELLSOUTH FILE ITS WIRE CENTER CHANGES ANNUALLY, COINCIDENT
24 WITH ITS ARMIS FILING WITH THE FCC. IS BELLSOUTH WILLING TO
25 ENTERTAIN SUCH A PROPOSAL?

1 A. As I indicated above, BellSouth is in the process of reviewing CompSouth's proposal
2 and may be willing to agree to this proposal with modifications. BellSouth is not
3 willing to accept Mr. Gillan's proposal in its present form.

4

5 **Issue 7**

6 **Section 271**

7

8 Q. ON PAGES 36 THROUGH 46 OF HIS DIRECT TESTIMONY, MR. GILLAN
9 ARGUES THAT BELLSOUTH IS OBLIGATED TO OFFER "ADDITIONAL" 271
10 OFFERINGS AT JUST AND REASONABLE RATES IN INTERCONNECTION
11 AGREEMENTS SUBJECT TO SECTION 252 COMMISSION APPROVAL. HOW
12 DO YOU RESPOND?

13

14 A. BellSouth addressed these legal issues in its *Motion for Summary Judgment, or in the*
15 *Alternative, Motion for Declaratory Ruling* filed with this Commission. As I
16 understand the situation, this is a legal issue, and that is why BellSouth filed its
17 motions seeking a legal determination of these issues prior to hearings. Mr. Gillan,
18 like me, isn't a lawyer. If there are relevant facts, I will be happy to discuss them, but
19 I will leave the discussion of what the law requires to the lawyers. I would simply
20 urge this Commission not to be led astray by Mr. Gillan's rhetoric and to focus
21 instead on the legal arguments the parties have submitted.

22

23

24

25

1 **Issues 9 & 10**

2

3 Q. HOW DO YOU RESPOND TO MR. GILLAN'S ASSERTIONS ABOUT
4 "MANDATED MIGRATIONS" ON PAGE 61 - 62 OF HIS DIRECT TESTIMONY?

5

6 A. Let me clarify that "mandated migrations" is a term Mr. Gillan uses to define what
7 happens to UNEs that were de-listed by the FCC in the TRO almost two years ago. I
8 disagree with his categorization of the conversion of these UNEs to alternative
9 arrangements as those that "BellSouth effectively forces on an entrant because a
10 particular UNE or Combination is no longer offered". To the contrary, these are
11 UNEs which CLECs were obligated to convert to alternative services long before
12 now. The only reason BellSouth would be the "moving party" (to use Mr. Gillan's
13 term) to handle disposition of these UNEs at this point would be if 1) the CLEC failed
14 to negotiate with BellSouth to remove rates, terms and conditions for these elements
15 from their interconnection agreement and 2) failed to act to convert these UNEs to
16 alternative services. As such, BellSouth should not be forced to absorb the non-
17 recurring charges associated with converting these services to equivalent BellSouth
18 tariffed services. This is not BellSouth's "own decision" as Mr. Gillan claims; rather,
19 BellSouth is simply implementing the requirements of the TRO which some CLECs
20 have chosen to disregard.

21

22 Q. SHOULD THIS COMMISSION ADOPT THE LANGUAGE COMPSOUTH IS
23 PROPOSING IN SECTION 1.6 OF EXHIBIT JPG-1 TO ADDRESS THE
24 HANDLING OF UNES THAT ARE NOT TRANSITIONED ON OR BEFORE
25 MARCH 11, 2006?

1 A. The language CompSouth is proposing to address Issue 11 is, in large part, language
2 that BellSouth is proposing for Issue 10: What rates, terms, and conditions should
3 govern the transition of existing network elements that BellSouth is no longer
4 obligated to provide as Section 251 UNEs to non-Section 251 network elements and
5 other services.

6
7 Issue 10 addresses UNEs that were de-listed by the FCC almost two years ago in the
8 TRO (enterprise switching, OCN loops and transport, etc.) which should no longer
9 remain in place today. Issue 11 addresses UNEs that were de-listed by the FCC in the
10 TRRO and should not remain in place after March 10, 2006. Although BellSouth and
11 CompSouth propose similar language to address different issues, BellSouth will not
12 agree to the language CompSouth proposes as Section 1.6 of Exhibit JPG-1. It should
13 surprise no one at this point that CompSouth has revised BellSouth's language to 1)
14 bide CompSouth members more time to transition off of de-listed UNEs, and 2)
15 remove any references to charges that would apply if CLECs failed to convert or
16 disconnect these UNEs and BellSouth had to initiate this effort on its own.

17
18 BellSouth urges this Commission to reject CompSouth's proposed language for Issue
19 11. Such language would simply allow CLECs to have prolonged access to de-listed
20 UNEs after the end of the transition period.

21
22 **Issue 13**

23 **Commingling**

24 Q. ON PAGES 47 OF MR. GILLAN'S DIRECT TESTIMONY, HE ASKS THIS
25 COMMISSION TO REQUIRE THAT SECTION 271 OFFERINGS BE IDENTICAL

1 TO THE SECTION 251 OFFERINGS THEY REPLACE, EXCEPT AS TO PRICE.
2 HOW DO YOU RESPOND?

3

4 A. This is a legal issue which BellSouth has addressed in its *Motion for Summary*
5 *Judgment, or in the Alternative, Motion for Declaratory Ruling* in this docket.
6 Therefore, I do not intend to provide any further comment on this particular issue.

7

8 Q. SHOULD THIS COMMISSION ADOPT THE LANGUAGE COMPSOUTH IS
9 PROPOSING IN SECTION 1.11 OF EXHIBIT JPG-1 TO ADDRESS CARRIERS'
10 COMMINGLING OBLIGATIONS?

11

12 A. No. In addition to the dispute regarding CompSouth's legal conclusions on this issue
13 in general, BellSouth does not agree to CompSouth's proposal that multiplexing
14 equipment should be billed at a cost-based rate. The cost of the multiplexing
15 equipment should be based on the jurisdiction of the higher capacity element with
16 which it is associated. For example, if a UNE DS1 loop is attached to a special
17 access DS3 via a 3/1 multiplexer, the multiplexing function is necessarily associated
18 with the DS3 – because it is the DS3 44 Mbps signal that is being “split”, or
19 multiplexed, in to 28 individual 1.44 Mbps channels. Thus, the multiplexing
20 equipment is always associated with the higher bandwidth service that is being
21 broken down into smaller channel increments.

22

23

24

25

1 **Issue 14**

2

3 Q. COMPSOUTH HAS PROPOSED LANGUAGE REGARDING SPECIAL ACCESS
4 TO UNE CONVERSIONS UNDER ISSUE 15 IN EXHIBIT JPG-1. HOW DO YOU
5 RESPOND?

6

7 A. BellSouth is generally in agreement with CompSouth's proposed language and has
8 made minor modifications to it as reflected in Exhibit PAT-5. However, CompSouth
9 references rates found in "Exhibit A" which are not attached to CompSouth's
10 proposed language. I proposed "switch-as-is" rates in addressing this issue in my
11 direct testimony. BellSouth recommends that the Commission adopt BellSouth's
12 proposed rates.

13

14 **Issue 15**

15 Q. COMPSOUTH HAS PROVIDED A RESPONSE REGARDING ISSUE 16 IN
16 EXHIBIT JPG-1. HOW DO YOU RESPOND?

17

18 A. BellSouth believes that any conversions pending on the effective date of the TRO
19 should be guided by whether the CLEC had the appropriate conversion language in
20 its interconnection agreement at the time the TRO became effective. To the extent
21 this is what CompSouth is proposing, then the parties are in agreement. There is
22 nothing in the FCC's rules to indicate that these conversion provisions should be
23 applied retroactively.

24

25

1 **Issue 21**

2 **Call Related Databases**

3

4 Q. DO YOU AGREE WITH COMPSOUTH'S PROPOSED LANGUAGE IN
5 SECTION 4.4.3.1 TO ADDRESS BILLSOUTH'S OBLIGATIONS TO PROVIDE
6 CALL RELATED DATABASES DURING THE TRANSITION PERIOD?

7

8 A. For the most part, yes, provided that the parties can reach agreement on the
9 appropriate language to govern the transition of the embedded base DS0 local
10 switching and UNE-P lines to alternative arrangements.

11

12 Q. HOW DO YOU RESPOND TO THE LANGUAGE THAT IS INCLUDED IN MR.
13 GILLAN'S EXHIBIT JPG-1 THAT IS ATTRIBUTED TO COMPSOUTH
14 MEMBER MCI?

15

16 A. It should not be adopted. The FCC rejected MCI's proposal in paragraph 558 of the
17 TRO.

18

19 **Issue 28**

20 **EEL Audits**

21

22 Q. IT APPEARS COMPSOUTH IS THE ONLY PARTY TO PROVIDE TESTIMONY
23 OR PROPOSED LANGUAGE ON THIS ISSUE. WHAT ARE YOUR SUMMARY
24 COMMENTS REGARDING THE COMPSOUTH PROPOSED LANGUAGE?

25

1 A. Generally, the CompSouth proposed language goes well beyond the FCC's
2 requirements implementing an ILEC's right to audit. BellSouth has provided redlines
3 to the CompSouth proposed language under Issue 29 that BellSouth is willing to
4 accept, attached as a component of Exhibit PAT-5.

5

6 Q. DO YOU AGREE WITH MR. GILLAN'S PROPOSAL, ON PAGE 61 OF HIS
7 DIRECT TESTIMONY, THAT BELLSOUTH PROVIDE CLECS WITH 1)
8 NOTICE OF ITS INTENT TO AUDIT AND 2) THE GROUNDS PURSUANT TO
9 WHICH IT BELIEVES IT HAS GOOD CAUSE TO CONDUCT THE AUDIT?

10

11 A. BellSouth has already agreed to Notice of Audit provisions in many of its
12 interconnection agreements, even though the FCC does not place any such obligation
13 on BellSouth. The FCC's rules permit BellSouth to conduct an audit on an annual
14 basis to determine if a particular CLEC is complying with the service eligibility
15 criteria; and since BellSouth must bear the cost of the audit, the audits we have
16 conducted so far are certainly not "fishing expeditions" as Mr. Gillan claims on page
17 60, line 2 of his direct testimony. As the FCC found in the TRO, permitting ILECs to
18 conduct an annual audit "strikes the appropriate balance between the incumbent
19 LECs' need for usage information and risk of illegitimate audits that impose costs on
20 qualifying carriers."⁵ BellSouth is under no obligation to provide the grounds to
21 support its request for an audit. Doing so would serve no purpose other than to
22 enable the audited CLEC to unreasonably dispute and, therefore, delay the audit.

23

⁵ TRO, ¶ 626.

1 Q. HOW DO YOU RESPOND TO COMPSOUTH'S PROPOSED LANGUAGE IN
2 SECTION 5.3.4.4. OF EXHIBIT JPG-1 THAT THE PARTIES MUST MUTUALLY
3 AGREE UPON THE INDEPENDENT AUDITOR?

4

5 A. CompSouth's proposed language once again imposes requirements upon BellSouth
6 for which there is no foundation. Since the TRO requires that BellSouth use an
7 "independent" auditor, there should be no concern that the auditor is in any way
8 biased toward BellSouth's interests. BellSouth would not knowingly violate the law.
9 Furthermore, if BellSouth is going to bear the cost of the audit, then BellSouth
10 certainly has the right to select that auditor on its own. Requiring that BellSouth and
11 the audited CLEC mutually agree on the auditor will also lead only to unreasonable
12 and unnecessary delays and disputes.

13

14 Q. HOW DO YOU RESPOND TO COMPSOUTH'S PROPOSED LANGUAGE IN
15 SECTIONS 5.3.4.5 AND 5.3.4.6 OF EXHIBIT JPG-1?

16

17 A. The language is good, but it does not go far enough. In Section 5.3.4.5, CompSouth
18 acknowledges the FCC's requirement that, "To the extent the independent auditors
19 report concludes that the competitive LEC failed to comply with the service eligibility
20 criteria, that carrier must true-up any difference in payments, convert all
21 noncompliant circuits to the appropriate service, and make the correct payments on a
22 going-forward basis."⁶ However, this language fails to properly address the FCC's
23 requirement that it must also "reimburse the incumbent LEC for the cost of the
24 independent auditor."⁷

⁶ TRO, ¶ 627.

⁷ Id.

1 CompSouth addresses this requirement in Section 5.3.4.6; yet its proposed language
2 does not clarify that reimbursement to BellSouth by CompSouth for the cost of the
3 audit is required “in the event the independent auditor concludes the competitive LEC
4 failed to comply with the service eligibility criteria.” (TRO, ¶ 627). Additionally,
5 CompSouth’s proposed language places limits on the auditor costs for which it would
6 have to reimburse BellSouth. Contrary to CompSouth’s proposal, the TRO requires
7 that the audited CLEC would have to reimburse BellSouth for the *full* cost of the
8 independent auditor if found to be non-compliant.

9
10 **Issue 30**

11 **ISP CORE FORBEARANCE ORDER**

12
13 Q. IS MS. MONTANO OF U.S. LEC CORRECT IN HER STATEMENT THAT
14 ADDITIONAL LANGUAGE IS UNNECESSARY TO EFFECTUATE THE CORE
15 ORDER?

16
17 A. No. Ms. Montano’s account of the language in the Interconnection Agreement
18 between BellSouth and US LEC dated June 20, 2004 (“US LEC Interconnection
19 Agreement”) is correct, but incomplete. It is clear from Sections 14.2 and 14.3 of the
20 General Terms and Conditions of the US LEC Interconnection Agreement that any
21 change to the provisions of the US LEC Interconnection Agreement should be made
22 in writing and signed by both parties.

23
24 Section 14.2 of the General Terms and Conditions of the US LEC
25 Interconnection Agreement states:

1 No modification, amendment, supplement to, or waiver of the
2 Agreement or any of its provisions shall be effective and binding upon
3 the Parties unless it is made in writing and duly signed by the Parties.

4
5 It is clear from this section that neither party can unilaterally implement changes to
6 the US LEC Interconnection Agreement without a formal amendment signed by both
7 parties.

8
9 Section 14.3 of the General Terms and Conditions of the US LEC Interconnection
10 Agreement is also relevant. It states:

11 In the event that any effective legislative, regulatory, judicial or other
12 legal action materially affects any material terms of this Agreement, or
13 the ability of [US LEC] or BellSouth to perform any material terms of
14 this Agreement, [US LEC] or BellSouth may, on thirty (30) days'
15 written notice require that such terms be renegotiated, and the Parties
16 shall renegotiate in good faith such mutually acceptable new terms as
17 may be required. In the event that such new terms are not renegotiated
18 within ninety (90) days after such notice, the Dispute shall be referred
19 to the Dispute Resolution procedure set forth in this Agreement.

20
21 Contrary to Ms. Montano's testimony and pursuant to the aforementioned sections of
22 the US LEC Interconnection Agreement, the Parties are required to negotiate the new
23 terms necessary to effectuate the Core Order and such terms must be in writing,
24 signed by both Parties, and incorporated into the US LEC Interconnection Agreement

1 before such terms are considered effective unless a regulatory body has expressly
2 ordered otherwise.

3
4 Q. TO IMPLEMENT THE CORE ORDER, COMPSOUTH SIMPLY PROPOSES
5 THAT ALL REFERENCES TO "NEW MARKETS" AND "GROWTH CAP"
6 RESTRICTIONS BE DELETED FROM ALL INTERCONNECTION
7 AGREEMENTS BETWEEN BELL SOUTH AND CLECS. IS THIS PROPOSAL
8 REASONABLE FOR ALL CLECS?

9
10 A. No. Since all Interconnection Agreements do not necessarily reference "new
11 markets" and "growth caps," simply ordering the deletion of these terms would not
12 address all scenarios. In fact, many of the Interconnection Agreements between
13 BellSouth and CLECs are "bill and keep" on ISP-bound Traffic and, thus, the
14 deletion of "new markets" and "growth cap" restrictions would not be applicable.

15
16 As I stated in my direct testimony, if the parties are not prohibited from implementing
17 the Core decision, the mirroring rule still permits the CLEC to choose between two
18 different rate structures. Thus, if the Interconnection Agreement between BellSouth
19 and a CLEC has "bill and keep" on ISP-bound Traffic and the parties are not
20 prohibited from implementing the Core Order, then the CLEC would have to identify
21 the rate structure it desires and the Parties would then have to craft language to
22 incorporate this rate structure into the Agreement in replacement of the "bill and
23 keep" terms. Thus, simply ordering the deletion of "new markets" and "growth cap"
24 restrictions does not effectively address all scenarios that may be encountered in the
25 implementation of the Core Order.

1 **Other Issues**

2

3 Q. ON PAGE 63 OF HIS DIRECT TESTIMONY, SPRINT WITNESS JAMES
4 MAPLES RAISES TWO ISSUES THAT ARE NOT INCLUDED IN THE JOINT
5 ISSUES MATRIX FILED WITH THIS COMMISSION ON JULY 15, 2005. ARE
6 BELLSOUTH AND SPRINT STILL NEGOTIATING THESE ISSUES?

7

8 A. It is my understanding that Sprint and BellSouth reached agreement on Sprint's first
9 issue about the UNE attachment referencing the FCC's rules and pertinent orders
10 from Commissions and Courts.

11

12 Q. WHAT IS THE "OTHER" ISSUE RAISED BY MR. MAPLES?

13

14 A. The second issue raised by Mr. Maples is his concern that there are no terms and
15 conditions for BellSouth's Operational Support System ("OSS") in BellSouth's
16 proposed UNE attachment.

17

18 Q. DOES BELLSOUTH'S STANDARD INTERCONNECTION AGREEMENT
19 TEMPLATE CONTAIN TERMS AND CONDITIONS FOR OSS?

20

21 A. Yes. BellSouth's proposed OSS terms and conditions are contained in a separate
22 "Ordering and Provisioning" attachment within BellSouth's standard interconnection
23 agreement. Since OSS was not an issue being addressed in this proceeding, I did not
24 attach the Ordering and Provisioning attachment as an exhibit to my testimony.

25

1 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

2

3 A. Yes.

4 601054v2

PAMELA A. TIPTON REBUTTAL EXHIBIT PAT-5

BELLSOUTH'S REDLINES TO DIRECT TESTIMONY EXHIBIT JPG-1 OF
JOSEPH P. GILLAN

ISSUE 2:

What is the appropriate language to implement the FCC's transition plan for (1) switching, (2) high capacity loops and (3) dedicated transport as detailed in the FCC's Triennial Review Remand Order (TRRO), issued February 4, 2005?

CompSouth's proposed contract language establishes the following processes for the transition of Section 251(c)(3) switching, high-capacity loops, dedicated transport, and dark fiber UNEs.

BellSouth comments on its redlines to Issue 2:

As discussed in rebuttal testimony, where a term was not defined, BellSouth assumes the definition it has proposed is acceptable. For example, since the term "UNE Loop" is a defined term in BellSouth's proposed language and not in CompSouth's BellSouth deleted the use of "UNE" as descriptor. BellSouth has also deleted other language that is either redundant, misleading, or not aligned with the FCC's rules. For example, CompSouth erroneously includes "Customer" in its use of the term "Embedded Base", as in "Embedded Customer Base". The FCC discusses Embedded Base as elements or circuits rather than customers. BellSouth has also deleted the term "TELRIC" from the transitional rate terms as discussed in rebuttal testimony.

Since this section was discussing the transition of the embedded base, BellSouth deleted references to the self-certification process and the caps, as these terms have no bearing on the embedded base. The FCC defines the embedded bases as that which was in service on March 11, 2005. Additions of circuits after March 11 cannot change the "embedded base", as it was a snapshot in time.

BellSouth corrected the mis-statements in 2.4.4 as identified in its rebuttal testimony.

2.2

~~Transition for Certain DS1 and DS3 UNE Loops Under Section 251.~~

2.2.1

For purposes of this Section 2, the Transition Period for the Embedded ~~Customer~~-Base of DS1 and DS3 Loops (defined in 2.2.2) and for the Excess DS1 and DS3_Loops (defined in 2.2.3) is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

2.2.2

For purposes of this Section 2, ~~Embedded Customer Base means customers served by DS1 and DS3 Loops that were in service for CLEC as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in Section 2.2.4.1 or 2.2.4.2. CLEC shall be entitled to order and BellSouth shall provision DS1 and DS3 Loops that CLEC orders for the purpose of serving CLEC's Embedded Customer Base, and such facilities are included in the Embedded Customer Base. Subsequent disconnects or loss of DS1 or DS3 Loop customers by CLEC shall be removed from the Embedded Customer Base.~~

2.2.3

~~Excess DS1 and DS3 Loops are those CLEC DS1 and DS3 Loops in service as of the March 11, 2005 Effective Date of this Agreement, in excess of the caps set forth in Sections 2.2.4.1 and 2.2.4.2, respectively, or that are otherwise no longer available as section 251 UNEs. Subsequent disconnects or loss of DS1 or DS3 Loops customers, by CLEC shall be removed from Excess DS1 and DS3 Loops.~~

2.2.4

~~Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available DS1 and DS3 UNE Loops to the Embedded Customer Base as described in this Section 2.2 only for the Embedded Base during the Transition Period:~~

2.2.4.1

~~BellSouth shall provide CLEC nondiscriminatory access to DS1 Loops to any Building not served by a wire center with at least 60,000 Business Lines and at least four Fiber-Based Collocators (DS1 Threshold). CLEC shall be entitled to obtain up to ten (10) DS1 UNE Loops to each Building in which DS1 Loops are available on an unbundled basis pursuant to Section 251(e)(3).~~

2.2.4.2

~~BellSouth shall provide CLEC nondiscriminatory access to DS3 Loops to any Building not served by a wire center with at least 38,000 Business Lines and at least four Fiber-Based Collocators (DS3 Threshold). CLEC shall be entitled to obtain one DS3 UNE Loop to each Building in which DS3 UNE Loops are available on an unbundled basis pursuant to Section 251(e)(3).~~

CLEC shall be entitled to obtain up to ten (10) DS1 UNE Loops at any single building in which DS1 Loops are available on an unbundled basis pursuant to Section 251(c)(3) (Excess DS1s) (MOVED FROM 2.2.4.1 ABOVE)

CLEC shall be entitled to obtain one DS3 UNE Loop at any single building in which DS3 UNE Loops are available on an unbundled basis pursuant to Section 251(c)(3) (Excess DS3s). (MOVED FROM 2.2.4.1 ABOVE).

NEW SECTION #1

Excess DS1 and DS3 Loops.

2.2.4.3 [BELLSOUTH BELIEVES THIS SECTION SHOULD BE SEPARATE]

The initial list of wire centers meeting the criteria set forth in Sections 2.2.4.1 and 2.2.4.2 above as of the March 10, 2005 (Initial Wire Center List) Effective Date of this Agreement is available on BellSouth's Interconnection Services Web site at www.interconnection.bellsouth.com attached as Exhibit C.

2.2.6

Transition Period Pricing. From March 11, 2005 the Effective Date of this Agreement through the completion of the Transition Period, BellSouth ~~shall~~ may charge a rate for CLEC's Embedded Customer-Base and CLEC's Excess DS1 and DS3 Loops described in this Section 2.2, ~~except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment 2,~~ a rate equal to the higher of:

115% of the ~~TELRIC~~ rate paid for that element on June 15, 2004; or

115% of a new ~~TELRIC~~ rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

These rates shall be set forth in Exhibit B.

2.2.7

Once a wire center exceeds both of the thresholds set forth in Sections 2.2.4.1 and 2.2.4.2, BellSouth will not be required to provide CLEC future access to ~~new DS1 UNE~~ Loops for such wire center. ~~In such cases, BellSouth will provide access to new DS1 Loops as required pursuant to section 271.~~

2.2.8

Once a wire center exceeds both of the thresholds set forth in Sections 2.2.4.1 and 2.2.4.2, BellSouth will not be required to provide CLEC future access to ~~new DS3 UNE~~ Loops for such wire center. ~~In such cases, BellSouth will provide access to new DS3 Loops as required pursuant to section 271.~~

NEW SECTION #2

The Transition Period shall apply only to CLEC's Embedded Base and Excess DS1 and DS3 Loops. CLEC shall not add new DS1 or DS3 Loops except pursuant to the self-certification process as set forth in Section 1.8 (Self-Certification) of this Attachment.

2.2.9

~~BellSouth CLEC will provide written notice to CLEC BellSouth no later than December 9, February 10, 2005~~ via spreadsheet identifying of the specific DS1 and DS3 UNE Loops, including the Embedded Customer-Base and Excess DS1 and DS3 UNE Loops that are required to be transitioned to other arrangements facilities. CLEC may transition

from these DS1 and DS3 ~~UNE~~ Loops to other available ~~UNE~~ Loops, wholesale facilities provided by BellSouth, including special access, DS1 and DS3 Loops unbundled under Section 271, wholesale facilities obtained from other carriers, or self-provisioned facilities. Alternatively, CLEC may disconnect such Loops. No later than March 10, 2006, CLEC shall submit spreadsheet(s) identifying all of the Embedded Customer Base of circuits and Excess DS1 and DS3 Loops to be either (1) disconnected and transitioned to wholesale facilities obtained from other carriers or self-provisioned facilities; or (2) converted to other available UNE Loops or other wholesale facilities provided by BellSouth, including special access and DS1 and DS3 Loops unbundled under section 271. Such spreadsheet also shall identify circuits for which there is a dispute regarding its classification as part of the Embedded Customer Base or Excess DS1 and DS3 UNE Loops; the identification of such disputed circuits on the spreadsheet shall constitute self-certification as described in Section 1.8. For Conversions as defined in Section _____, such spreadsheet shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 Loops. If CLEC chooses to convert the DS1 and DS3 UNE Loops into special access circuits, BellSouth will include such DS1 and DS3 Loops once converted within CLEC's total special access circuits and apply any discounts to which CLEC is entitled.

2.2.9.1

If CLEC fails to submit the spreadsheet(s) specified in Section 2.2.9 above for its Embedded Customer Base and Excess DS1 and DS3 ~~UNE~~ Loops prior to ~~December 9~~ March 11, 2005, BellSouth will identify and may transition such circuits to the equivalent wholesale services provided by BellSouth. Those circuits identified and transitioned by BellSouth pursuant to this Section shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation section 271 of the equivalent BellSouth service.

2.2.9.2

For Embedded Customer Base circuits and Excess DS1 and DS3 ~~UNE~~ Loops transitioned pursuant to Section 2.2.9 or 2.2.9.1, the applicable recurring ~~tariff~~ charges for alternative services provided by BellSouth shall apply to each circuit as of the earlier of the date such ~~circuits~~ services is transitioned, or March 11, 2006, are provided to CLEC, whether ordered from BellSouth or designated by spreadsheet pursuant to Section 2.2.9 by March 10, 2006. No nonrecurring charges shall apply to the transition of Embedded Customer Base and Excess DS1 and DS3 UNE Loops to (1) wholesale facilities obtained from other carriers or self-provided facilities; or (2) other available UNE Loops or other wholesale facilities provided by BellSouth, including special access and DS1 and DS3 Loops unbundled under Section 271. The transition of the Embedded Customer Base and Excess DS1 and DS3 UNE Loops pursuant to Section 2.2.9 and 2.2.9.1 should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to CLEC's customers' service.

2.3.6.1

Transition for Certain ~~UNE~~ Dark Fiber ~~UNE~~ Loops under Section 251

2.3.6.1.1

For purposes of this Section 2.3.6, the Transition Period for the Embedded Customer Base of Dark Fiber Loops (defined in 2.3.6.1.2) is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

2.3.6.1.2

For purposes of this Section 2.3.6, ~~Embedded Customer Base means end-user customers served by Dark Fiber Loops that were in service for CLEC as of March 10, 2005 the Effective Date of the Agreement. CLEC shall be entitled to order and BellSouth shall provision Dark Fiber Loops that CLEC orders for the purpose of serving CLEC's Embedded Customer Base and such facilities are included in the Embedded Customer Base. Subsequent disconnects or loss of Dark Fiber Loops end-user customers by CLEC shall be removed from the Embedded Customer Base.~~

2.3.6.2

Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber ~~UNE~~ Loops as described in this Section 2.3.6 only for CLEC's Embedded Customer Base during the Transition Period. CLEC shall not add Dark Fiber Loops.

2.3.6.3

Transition Period Pricing. From ~~March 11, 2005~~ the Effective Date of this Agreement through the completion of the Transition Period, BellSouth may charge a rate for CLEC's Embedded Customer Base as described in this Section 2.3.6, as set forth below:

A rate equal to the higher of:

115% of the ~~TELRIC~~ rate CLEC paid for that element on June 15, 2004; or

115% of the ~~TELRIC~~ rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

These rates shall be set forth in Exhibit B

2.3.6.4

~~CLEC~~ BellSouth will provide written notice to ~~BellSouth~~ CLEC no later than June 10, 2006 via spreadsheet identifying the specific Dark Fiber ~~UNE~~ Loops that are required to be transitioned to other arrangements facilities. CLEC may transition from these Dark Fiber ~~UNE~~ Loops to other available wholesale facilities provided by BellSouth, including special access, Dark Fiber Loops unbundled under section 271, wholesale facilities obtained from other carriers, or self-provisioned facilities. Alternatively, CLEC may disconnect such Dark Fiber Loops. No later than September 10, 2006, CLEC shall submit spreadsheet(s) identifying all of the Embedded Customer Base of circuits to be either (1) disconnected or transitioned to wholesale facilities obtained from other carriers or self-provisioned facilities; or (2) converted to other wholesale facilities provided by BellSouth, including special access and Dark Fiber Loops unbundled under section 271. Such spreadsheets also shall identify circuits for which there is a dispute regarding its

~~classification as part of the Embedded Customer Base. For Conversions as defined in Section _____, sSuch spreadsheet shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base. If CLEC chooses to convert the Dark Fiber UNE Loops into special access circuits, BellSouth will include such Dark Fiber Loops once converted within CLEC's total special access circuits and apply any discounts to which CLEC is entitled.~~

2.3.6.5

~~If CLEC fails to submit the spreadsheet(s) specified in Section 2.3.6.4 above for its Embedded Customer Base prior to June 10, September 11, 2006, BellSouth will may identify and transition such circuits to the equivalent wholesale services provided by BellSouth ~~section 271~~ service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section shall be subject to all applicable disconnect charges as set fothe in this Agreement and the full non-recurring charges for installation of the equivalent BellSouth service.~~

2.3.6.6

~~For Embedded Customer Base circuits transitioned pursuant to Section 2.3.6.4 or 2.3.6.5, the applicable recurring charges for alternative services provided by BellSouth shall apply to each circuit as of the earlier of the date such circuit is services transitioned, or September 11, 2006 are provided to CLEC, whether ordered from BellSouth or designated by spreadsheet pursuant to Section 2.3.6.4 by September 10, 2006. No nonrecurring charges shall apply to the transition of Embedded Customer Base to (1) wholesale facilities obtained from other carriers or self provided facilities; or (2) other wholesale facilities provided by BellSouth, including special access and Dark Fiber Loops unbundle under Section 271. The transition of the Embedded Customer Base pursuant to Section 2.3.6.4 and 2.3.6.5 should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to CLEC's customers' service.~~

4.4

~~Transition for Certain UNEDS0 -Local Switching Under 251~~

4.4.1

~~For purposes of this Section 4.4, the Transition Period for the Embedded Customer Base of Local Switching (defined in 4.4.2) is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.~~

4.4.2

~~For the purposes of this Section 4.4, Embedded Customer Base means end user customers served by Local Switching at the DS0 level that was in service for CLEC as of March 10, 2005 the Effective Date of the Agreement. For the states of North Carolina and South Carolina, during the Transition Period CLEC shall be entitled to order and BellSouth shall provision Local Switching orders for the purposes of serving CLEC's current Local Switching End Users that existed as of March 10, 2005. Embedded Customer Base and such facilities are included in the Embedded Customer Base. For the~~

state of Alabama, during the Transition Period CLEC shall be entitled to order and BellSouth shall provision Local Switching that CLEC orders for the purpose of serving CLEC's current Local Switching End Users, that existed as of March 10, 2005, and only for service at such End Users' current locations, and such facilities shall be included in the Embedded Base. Subsequent disconnects or loss of end-user customers Local Switching by CLEC shall be removed from the Embedded Customer-Base.

4.4.3

Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Local Switching as described in this Section 4.4 only for CLEC's Embedded Customer-Base during the Transition Period.

4.4.3.1

BellSouth shall also make available the following elements ~~relating to~~ used in conjunction with Local Switching, as such elements are defined at 47 C.F.R. §51.319(d)(4)(i), during the Transition Period: signaling networks, call-related databases, and shared transport. ~~After the completion of the Transition Period, such elements may be transitioned to the equivalent BellSouth Section 271 offering, pursuant to the transition provisions herein applicable to Local Switching arrangements.~~

4.4.4

Transition Period Pricing. From March 11, 2005, the Effective Date of this Agreement through the completion of the Transition Period, BellSouth ~~may~~ shall charge a rate for CLEC's Embedded Customer-Base described in this Section 4.4 as set forth below

A rate equal to the higher of:

The ~~TELRIC~~ rate at which CLEC leased Local Switching ~~that combination of elements~~ on June 15, 2004, plus one dollar; or

The ~~TELRIC~~ rate the Commission established, for Local Switching, if any, between June 16, 2004, and the effective date of the TRRO, plus one dollar.

The rates shall be set forth in Exhibit A.

4.4.5

~~BellSouth-CLEC~~ will provide written notice to ~~CLEC-BellSouth~~ no later than ~~February 10~~ October 1, 2005 of the specific ~~UNE-Local Switching elements~~ arrangements that are required to be transitioned to other ~~facilities~~ arrangements. CLEC may transition from these ~~UNE-Local Switching arrangements~~ elements to other available wholesale ~~facilities~~ arrangements provided by BellSouth, ~~including Local Switching unbundled under section 271,~~ wholesale facilities obtained from other carriers or self-provisioned facilities. No later than ~~March 10~~ October 1, 2005, CLEC shall submit orders spreadsheet(s) identifying all of the Embedded Customer-Base of ~~circuits-Local Switching elements~~ to be either (1) disconnected or transitioned to wholesale facilities obtained from other

carriers or self-provisioned facilities; or (2) converted to other wholesale ~~arrangements~~ facilities provided by BellSouth, including Local Switching unbundled under section 271. Such spreadsheets also shall identify circuits for which there is a dispute regarding its classification as part of the Embedded Customer Base. Such spreadsheet shall take the place of an LSR or ASR.

4.4.6

If CLEC fails to submit the ~~orders~~ spreadsheet(s) specified in Section 4.4.5 above for its Embedded Customer Base ~~prior to March 11, 2006~~, BellSouth ~~may~~ will transition ~~disconnect such circuits~~ Local Switching elements to the equivalent BellSouth section 271 service.

4.4.7

For Embedded Customer Base circuits transitioned pursuant to Section 4.4.5 or 4.4.6, the applicable recurring charges for alternative services provided by BellSouth shall apply as of the date such services are provided to CLEC, ~~whether ordered from BellSouth or designated by spreadsheet pursuant to Section 4.4.5 by March 10, 2006~~. No nonrecurring charges shall apply to the transition of Embedded Customer Base to (1) wholesale facilities obtained from other carriers or self-provided facilities; or (2) other wholesale facilities provided by BellSouth, including special access and Local Switching unbundled under Section 271. The transition of the Embedded Customer Base pursuant to section 4.4.5 and 4.4.6 should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to CLEC's customers' service.

5.3.3

Transition Period for ~~Certain~~ UNE-P Under Section 251

5.3.3.1

For purposes of this Section 5.3.3, the Transition Period for the Embedded Customer Base of UNE-P (defined in 5.3.3.2) is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

5.3.3.2

For the purposes of this Section 5.3.3, Embedded Customer Base shall mean end user customers served by UNE-P lines that were in service as of March 10, 2005 the Effective Date of the Agreement. For the states of North Carolina and South Carolina, during the Transition Period CLEC shall be entitled to order and BellSouth shall provision UNE-P that CLEC orders for the purpose of serving CLEC's existing UNE-P End Users as of March 10, 2005, Embedded Customer Base and such facilities shall be included in the Embedded Customer Base. For the state of Alabama, during the Transition Period CLEC shall be entitled to order and BellSouth shall provision UNE-P that CLEC orders for the purpose of serving CLEC's existing UNE-P End Users at their existing locations as of March 10, 2005, and such facilities shall be included in the Embedded Base. Subsequent disconnects or loss of UNE-P end user customers by CLEC shall be removed from the Embedded Customer Base.

5.3.3.3

BellSouth shall also make available the following elements in conjunction with relating to ~~UNE-P Local Switching~~, as such elements are defined at 47 C.F.R. §51.319(d)(4)(i), during the Transition Period: signaling networks, call-related databases, and shared transport. ~~After the completion of the Transition Period, such elements may be transitioned to the equivalent BellSouth Section 271 offering, pursuant to the transition provisions herein applicable to UNE-P arrangements.~~

5.3.3.4

Transition Period Pricing. From March 11, 2005 ~~the Effective Date of the Agreement~~ through the completion of the Transition Period, BellSouth shall ~~may~~ charge a rate for CLEC's Embedded Customer-Base as set forth below.

A rate equal to the higher of:

The ~~TELRIC~~ rate at which CLEC leased that combination of elements on June 15, 2004, plus one dollar; or

The ~~TELRIC~~ rate the Commission established for that combination, if any, between June 16, 2004, and the effective date of the TRRO, plus one dollar.

These rates shall be set forth in Exhibit AB.

5.3.3.5

~~CLEC~~ BellSouth will provide written notice to BellSouth ~~CLEC~~ no later than October 1, 2006 ~~February 10, 2006~~ of the specific UNE-P arrangements that are required to be transitioned to other facilities ~~arrangements~~. CLEC may transition from these UNE-P arrangements to other available wholesale facilities provided by BellSouth, including Local Switching unbundled under section 271 commingled with DS0 capacity loops unbundled under Section 251, wholesale facilities obtained from other carriers or self-provisioned facilities. No later than October 1 ~~March 10, 2006~~, CLEC shall submit orders spreadsheet(s) identifying all of the Embedded Customer-Base of circuits to be either ~~(1) disconnected, or (2) transitioned to wholesale facilities obtained from other carriers or self-provisioned facilities;~~ or ~~(3) converted to other wholesale services~~ facilities provided by BellSouth, including Local Switching unbundled under section 271 commingled with DS0 capacity loops unbundled under Section 251. Such spreadsheets also shall identify circuits for which there is a dispute regarding its classification as part of the Embedded Customer-Base. Such spreadsheet shall take the place of an LSR or ASR.

5.3.3.6

If CLEC fails to submit the orders spreadsheet(s) specified in Section 5.3.3.5 above for its Embedded Customer-Base ~~prior to March 11, 2006~~, BellSouth will ~~may~~ transition such circuits to the equivalent BellSouth resold section 271 service. Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set

~~forth in this Agreement and the full nonrecurring charges for installation of such resold service as set forth in BellSouth's tariffs and this Agreement, including Local Switching unbundled under section 271 commingled with DS0 capacity loops unbundled under Section 251.~~

5.3.3.7

~~For Embedded Customer-Base circuits transitioned pursuant to Section 5.3.3.5 or 5.3.3.6, the applicable recurring charges for alternative services provided by BellSouth shall apply as of the date such services are provided to CLEC, whether ordered from BellSouth or designated by spreadsheet pursuant to Section 5.3.3.6 by March 10, 2006. No nonrecurring charges shall apply to the transition of Embedded Customer-Base to (1) wholesale facilities obtained from other carriers or self-provided facilities; or (2) other wholesale facilities provided by BellSouth, including special access and UNE-P unbundled under section 271. The transition of the Embedded Customer-Base pursuant to section 5.3.3.5 and 5.3.3.6 should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to CLEC's customers' service.~~

6.2

~~Transition for Certain DS1 and DS3 UNE-Dedicated Transport Including DS1 and DS3 UNE-Entrance Facilities Under Section 251~~

6.2.1

~~For purposes of this Section 6.2, the Transition Period for the Embedded Customer-Base of DS1 and DS3 UNE-Dedicated Transport (defined in 6.2.2), for the Embedded Base including all DS1 and DS3 UNE Entrance Facilities (defined in 6.2.2 NEW SECTION #4), and for the Excess DS1 and DS3 UNE-Dedicated Transport (defined in 6.2.3) is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.~~

6.2.2

~~For purposes of this Section 6.2, Embedded Customer-Base means DS1 and DS3 UNE Dedicated Transport circuits including DS1 and DS3 UNE Entrance Facilities that were in service for CLEC as of March 10, 2005 in those wire centers that, as of such date, and meet the criteria set forth in Sections 6.2.4.1 and 6.2.4.2. CLEC shall be entitled to order and BellSouth shall provision DS1 and DS3 UNE Dedicated Transport, including DS1 and DS3 UNE Entrance Facilities that CLEC orders for the purpose of serving CLEC's Embedded Customer-Base and such facilities are included in the Embedded Customer-Base. Subsequent disconnects or loss of end-user customers DS1 or DS3 Dedicated Transport circuits by CLEC shall be removed from the Embedded Customer-Base.~~

NEW SECTION #4

6.2.3-For purposes of this Section 6.2, Embedded Base Entrance Facilities means Entrance Facilities that were in service for CLEC as of March 10, 2005. Subsequent disconnects of Entrance Facilities by CLEC shall be removed from the Embedded Customer-Base.

6.2.3

Excess DS1 and DS3 Dedicated Transport are those CLEC DS1 and DS3 Dedicated Transport facilities in service as of March 10, 2005 ~~the Effective Date of the Agreement,~~ in excess of the caps set forth in Sections 6. ~~2.4.1 and 6.2.4.2~~ respectively, or that are ~~otherwise no longer available as section 251 UNEs.~~ Subsequent disconnects or loss of ~~end-user customers~~ Excess DS1 or DS3 Dedicated Transport by CLEC shall be removed from Excess DS1 and DS3 Dedicated Transport.

6.2.4

Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available the following to CLEC's Embedded Customer Base DS1 and DS3 Dedicated Transport, including DS1 and DS3 Entrance Facilities, as defined in this Section 6.2 only for CLEC's Embedded Base during the Transition Period.:

6.2.4.1

~~BellSouth shall provide CLEC nondiscriminatory access to unbundled DS1 UNE Dedicated Transport on any Route connecting a pair of wire centers where both wire centers at the end points of the Route contain 38,000 or more Business Lines or four (4) or more Fiber-Based Collocators (Tier 1 Wire Center). In other words, BellSouth shall not be required to provide such unbundled DS1 UNE Dedicated Transport if both of the wire centers defining the CLEC requested Route are Tier 1 Wire Centers, as defined in this Attachment. CLEC shall be entitled to obtain up to (10) DS1 UNE Dedicated Transport circuits on each Route where there is no unbundling obligation for DS3 UNE Dedicated Transport. Where DS3 Dedicated Transport is available as UNE under Section 251(e)(3), no cap applies to the number of DS1 UNE Dedicated Transport circuits CLEC can obtain on each Route.~~

6.2.4.2

~~BellSouth shall provide CLEC nondiscriminatory access to unbundled DS3 UNE Dedicated Transport on any Route connecting a pair of wire centers where both wire centers at the end points of the Route contain 24,000 or more Business Lines or three (3) or more Fiber-Based Collocators (Tier 2 Wire Center). In other words, BellSouth shall not be required to provide such unbundled DS3 UNE Dedicated Transport if both of the wire centers defining the CLEC requested Route are either Tier 1 or Tier 2 Wire Centers, as defined in this Attachment. CLEC may obtain up to twelve (12) DS3 UNE Dedicated Transport circuits on each Route where such DS3 UNE Dedicated Transport is available on an unbundled basis pursuant to Section 251(e)(3).~~

CLEC may obtain a maximum of ten (10) unbundled DS1 Dedicated Transport circuits or twelve (12) unbundled DS3 Dedicated Transport circuits, or their equivalent, on each route where the respective Dedicated Transport is available as a Network Element.

NEW SECTION #5

Excess DS1 and DS3 Dedicated Transport

NEW SECTION #6
Embedded Base Entrance Facilities

6.2.4.3 [BELLSOUTH BELIEVES THIS SECTION SHOULD BE SEPARATE]

The initial list of wire centers meeting the criteria set forth in Section 6.2.4.1 and 6.2.4.2 above as of March 10, 2005 (Initial Wire Center List)~~the Effective Date of this Agreement~~ is available on BellSouth's Interconnection Services Web site at www.interconnection.bellsouth.com~~attached as Exhibit D.~~

6.2.4.4

Transition Period Pricing. From March 11, 2005~~the Effective Date of this Agreement~~ through the completion of the Transition Period, BellSouth ~~shall~~may charge a rate for CLEC's ~~Embedded Customer Base, and~~ CLEC's Embedded Base Entrance Facilities, and CLEC's Excess DS1 and DS3 ~~UNE~~-Dedicated Transport described in this Section 6.2, ~~except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment.~~

A rate equal to the greater of:

115% of the ~~FELRIC~~-rate CLEC paid for that element on June 15, 2004; or

115% of the ~~FELRIC~~-rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

These rates shall be set forth in Exhibit B.

6.2.4.5

Once a wire center exceeds either of the thresholds set forth in ~~this~~ Section 6.2.4.1, BellSouth will not be required to provide CLEC future access to ~~new~~-DS1 ~~UNE~~-Dedicated Transport from that wire center to other Tier 1 Wire Centers on such Routes. ~~BellSouth will provide access to new DS1 Dedicated Transport as required pursuant to section 271.~~

6.2.4.6

Once a wire center exceeds either of the thresholds set forth in Section 6.2.4.2, BellSouth will not be required to provide CLEC future access to ~~new~~-DS3 ~~UNE~~-Dedicated Transport from that wire center to Tier 1 or Tier 2 Wire Centers on such Routes. ~~BellSouth will provide access to new DS3 Dedicated Transport as required pursuant to section 271.~~

NEW SECTION #7

The Transition Period shall apply only to CLEC's Embedded Base, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport. CLEC shall not add new DS1 or DS3 Transport except pursuant to the self-certification process as set forth in

Section 1.8 (Self-Certification) of this Attachment. CLEC shall not add new Entrance Facilities pursuant to this Agreement.

6.2.4.7

~~CLEC BellSouth will provide written notice to BellSouth CLEC no later than December 9, February 10, 20056 via spreadsheet identifying of the specific DS1 and DS3 UNE Dedicated Transport circuits, including the Embedded Customer Base of DS1 and DS3 Dedicated Transport circuits, Embedded Base including DS1 and DS3 UNE Entrance Facilities, and Excess DS1 and DS3 UNE Dedicated Transport circuits that are required to be transitioned to other facilities arrangements. CLEC may transition from Embedded Base and Excess these DS1 and DS3 UNE Dedicated Transport circuits, including DS1 and DS3 UNE Entrance Facilities to other available UNE Dedicated Transport circuits offered pursuant to this Agreement, wholesale facilities provided by BellSouth, including special access, DS1 and DS3 Dedicated Transport circuits unbundled under Section 271, wholesale facilities obtained from other carriers or self-provisioned facilities. Alternatively, CLEC may disconnect such circuits. CLEC may transition from the Embedded Base Entrance Facilities to wholesale facilities provided by BellSouth, including special access, wholesale facilities obtained from other carriers or self-provisioned facilities. Alternatively, CLEC may disconnect such Embedded Base Entrance Facilities. No later than March 10, 2006, CLEC shall submit spreadsheet(s) identifying all of the Embedded Customer Base of circuits and Excess DS1 and DS3 Dedicated Transport circuits to be either (1) disconnected and transitioned to wholesale facilities obtained from other carriers or self-provisioned facilities; or (2) converted as Conversions pursuant to Section 1.6 to other available UNE Dedicated Transport circuits or other wholesale facilities provided by BellSouth, including special access and DS1 and DS3 Dedicated Transport circuits unbundled under section 271. Such spreadsheet also shall identify circuits for which there is a dispute regarding its classification as part of the Embedded Customer Base or Excess DS1 and DS3 UNE Dedicated Transport; the identification of such circuits on the spreadsheet shall constitute self-certification as described in Section 1.8. Such For Conversions as defined in Section _____, such spreadsheet shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport. If CLEC chooses to convert the DS1 and DS3 UNE Dedicated Transport circuits into special access circuits, BellSouth will include such DS1 and DS3 Dedicated Transport circuits once converted within CLEC's total special access circuits and apply any discounts to which CLEC is entitled.~~

6.2.4.8

~~If CLEC fails to submit the spreadsheet(s) specified in Section 6.2.4.6 above for its Embedded Customer Base, Embedded Base Entrance Facilities, and Excess DS1 and DS3 UNE Dedicated Transport circuits prior to December 9, March 11, 20065, BellSouth will identify and may transition such circuits to the equivalent wholesale services provided by BellSouth. Those circuits identified and transitioned by BellSouth pursuant to this Section shall be subject to all applicable disconnect charges set forth in this Agreement and the full nonrecurring charges for installation of the equivalent BellSouth service. BellSouth section 271 service.~~

6.2.4.9

For ~~Embedded Customer Base circuits, Embedded Base Entrance Facilities, and Excess DS1 and DS3 UNE Dedicated Transport circuits transitioned pursuant to Section 6.2.4.7 or 6.2.4.8, the applicable recurring charges for alternative services provided by BellSouth shall apply to each circuit as of the earlier of the date such services circuit is transitioned, or March 11, 2006, are provided to CLEC, whether ordered from BellSouth or designated by spreadsheet pursuant to Section 6.2.4.6 by March 10, 2006. No nonrecurring charges shall apply to the transition of Embedded Customer Base and Excess DS1 and DS3 UNE Dedicated Transport circuits to (1) wholesale facilities obtained from other carriers or self-provided facilities; or (2) other available UNE Loops or other wholesale facilities provided by BellSouth, including special access and DS1 and DS3 Dedicated Transport circuits unbundled under section 271. The transition of the Embedded Customer Base, Embedded Base Entrance Facilities, and Excess DS1 and DS3 UNE Dedicated Transport circuits pursuant to Section 6.2.4.7 and 6.2.4.8 should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to CLEC's customers' service.~~

6.9.1

Transition for Certain Dark Fiber ~~UNE Transport and Dark Fiber UNE Entrance Facilities~~

6.9.1.1

For purposes of this Section 6.9, the Transition Period for the Embedded ~~Customer Base of Dark Fiber UNE Transport (defined in 6.9.1.2) and, including all Embedded Base Dark Fiber UNE Entrance Facilities (defined in 6.9.1.2~~NEW SECTION #8) is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

6.9.1.2

For purposes of this Section 6.9, Embedded Base means ~~Dark Fiber UNE Transport, including Dark Fiber UNE Entrance Facilities that were in service for CLEC as of March 10, 2005~~the Effective Date of the Agreement that, as of such date, met the criteria set forth in Section 6.9.1.4. ~~CLEC shall be entitled to order and BellSouth shall provision Dark Fiber UNE Transport, including Dark Fiber UNE Entrance Facilities that CLEC orders for the purpose of serving CLEC's Embedded Customer Base and such facilities are included in the Embedded Customer Base. Subsequent disconnects or loss of end user customers~~Dark Fiber Transport by CLEC shall be removed from the Embedded Base.

NEW SECTION #8

For purposes of this Section 6.9, Embedded Base Dark Fiber Entrance Facilities means Entrance Facilities that were in service for CLEC as of March 10, 2005. Subsequent disconnects of Dark Fiber Entrance Facilities by CLEC shall be removed from the Embedded Base.

6.9.1.3

Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber ~~UNE~~ Transport, including Dark Fiber ~~UNE~~ Entrance Facilities as defined in this Section 6.9 only for CLEC's Embedded Customer Base ~~only~~ during the Transition Period:-

6.9.1.4

~~BellSouth shall provide CLEC nondiscriminatory access to unbundled Dark Fiber DS3 UNE Dedicated Transport on any Route connecting a pair of wire centers where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more Fiber-Based Collocators (Tier 2 Wire Center). In other words, BellSouth shall not be required to provide such unbundled DS3 UNE Dedicated Transport if both of the wire centers defining the CLEC requested Route are either Tier 1 or Tier 2 Wire Centers, as defined in this Attachment.~~

NEW SECTION 9

Embedded Base Dark Fiber Entrance Facilities

6.9.1.4.1 [BELLSOUTH BELIEVES THIS SECTION SHOULD BE SEPARATE]

~~The initial list of wire centers meeting the criteria set forth in Section 6.9.1.4 as of the March 10, 2005 Effective Date of this Agreement, (Initial Wire Center List) is available on BellSouth's Interconnection Services Web site at www.interconnection.bellsouth.com is Attached hereto as Exhibit D.~~

6.9.1.5

~~Transition Period Pricing. From March 11, 2005 the Effective Date of this Agreement through the completion of the Transition Period, BellSouth may shall charge a rate for CLEC's Embedded Customer Base and Embedded Base Dark Fiber Entrance Facilities described in this Section 6.9, except pursuant to the self-certification process has set forth in Section 1.8.~~

~~A rate equal to the greater of:~~

~~115% of the TELRIC rate CLEC paid for that element on June 15, 2004; or~~

~~115% of the TELRIC rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.~~

~~These rates shall be set forth in Exhibit B.~~

6.9.1.6

~~Once a wire center exceeds the threshold set forth in Section 6.9.1.4.1, BellSouth will not be required to provide CLEC future access to new Dark Fiber ~~UNE~~ Transport from that wire center to Tier 1 or Tier 2 Wire Centerson such Routes. BellSouth will provide access to new Dark Fiber ~~UNE~~ Transport as required pursuant to section 271.~~

NEW SECTION #10

The Transition Period shall apply only to CLEC's Embedded Base and Embedded Base Dark Fiber Entrance Facilities. CLEC shall not add new Dark Fiber Transport except pursuant to the self-certification process as set forth in Section 1.8 (Self-Certification) of this Attachment. CLEC shall not add new Entrance Facilities pursuant to this Agreement.

6.9.1.7

~~CLEC/BellSouth will provide written notice to BellSouth CLEC via spreadsheet no later than June 10, 2006, identifying of the specific Dark Fiber UNE Transport circuits, including the and Embedded Customer Base of Dark Fiber UNE Transport circuits and Dark Fiber UNE Entrance Facilities that are required to be transitioned to other arrangements/facilities. CLEC may transition from the Embedded Base Dark Fiber UNE Transport circuits, including Dark Fiber UNE Entrance Facilities to other available Dark Fiber UNE Dedicated Transport circuits pursuant to this Agreement, wholesale facilities provided by BellSouth, including special access, Dark Fiber Transport circuits unbundled under section 271, wholesale facilities obtained from other carriers or self-provisioned facilities. Alternatively, CLEC may disconnect such Dark Fiber Transport circuits. CLEC may transition from the Embedded Base Entrance Facilities to wholesale facilities provided by BellSouth, including special access, wholesale facilities obtained from other carriers or self-provisioned facilities. Alternatively, CLEC may disconnect such Embedded Base Dark Fiber Entrance Facilities. No later than September 10, 2006, CLEC shall submit spreadsheet(s) identifying all of the Embedded Customer Base of circuits to be either (1) disconnected and transitioned to wholesale facilities obtained from other carriers or self-provisioned facilities; or (2) converted as Conversions pursuant to Section 1.6 of this Agreement to other available Dark Fiber UNE Transport circuits or other wholesale facilities provided by BellSouth, including special access and Dark Fiber Transport circuits unbundled under section 271. Such spreadsheet also shall identify circuits for which there is a dispute regarding its classification as part of the Embedded Customer Base; the identification of such circuits on the spreadsheet shall constitute self-certification as described in Section 1.8. SFor Conversions as defined in Section ____, such spreadsheet shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Embedded Base Dark Fiber Entrance Facilities. If CLEC chooses to convert the Dark Fiber UNE Transport circuits into special access circuits, BellSouth will include such Dark Fiber UNE Transport circuits once converted within CLEC's total special access circuits and apply any discounts to which CLEC is entitled.~~

6.9.1.8

If CLEC fails to submit the spreadsheet(s) specified in Section 6.9.1.7 above for its Embedded Customer Base and Embedded Base Dark Fiber Entrance Facilities prior to June 10, 2006/September 11, 2006, BellSouth will identify and may transition such circuits to the equivalent wholesale services provided by BellSouth. Those circuits identified and transitioned by BellSouth pursuant to this Section shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of an equivalent BellSouth section 271 service.

6.9.1.9

For Embedded Customer-Base circuits and Embedded Base Dark Fiber Entrance Facilities transitioned pursuant to Section 6.9.1.7 or 6.9.1.8, the applicable recurring charges for alternative services provided by ~~for BellSouth-provided services~~ shall apply to each circuit as of the earlier of the date such circuit services is transitioned, or September 10, 2006 ~~are provided to CLEC, whether ordered from BellSouth or designated by spreadsheet pursuant to Section 2.2.9 by September 10, 2006.~~ No nonrecurring charges shall apply to the transition of Embedded Customer Base circuits to (1) wholesale facilities obtained from other carriers or self provided facilities; or (2) other available Dark Fiber UNE Transport or other wholesale facilities provided by BellSouth, including special access and Dark Fiber Transport circuits unbundled under section 271. The transition of the Embedded Customer-Base and Embedded Base Dark Fiber Entrance Facilities pursuant to Section 6.9.1.7 and 6.9.1.8 should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to CLEC's customers' service.

ISSUE 3:

- a) *How should existing ICAs be modified to address BellSouth's obligation to provide network elements that the FCC has found are no longer Section 251(c)(3) obligations?*
- b) *What is the appropriate way to implement in new agreements pending in arbitration any modifications to BellSouth's obligations to provide network elements that the FCC has found are no longer Section 251(c)(3) obligations?*

CompSouth proposed contract language for Issue 2 (TRRO Transition) implements the changes in BellSouth's obligations to provide loops, transport, switching, and dark fiber UNEs pursuant to Section 251(c)(3) obligations.

BellSouth addressed CompSouth's "language" in Issue 2 above and in its rebuttal testimony.

ISSUE 4

What is the appropriate language to implement BellSouth's obligation to provide Section 251 unbundled access to high capacity loops and dedicated transport and how should the following terms be defined?

- (i) *Business line*
- (ii) *Fiber-based collocation*
- (iii) *Building*
- (iv) *Route*

BellSouth addresses CompSouth's proposed definitions in its rebuttal testimony. CompSouth has not proposed a definition of Route although this term is used in its proposed language. BellSouth proposed a definition of Route in connection with Issue 2 in its direct testimony.

10.1

For purposes of this Attachment 2, a "Building" is a permanent physical structure including, but not limited to, a structure in which people reside, or conduct business or work on a daily basis and which has a unique street address assigned to it excluding suites, floors, room numbers or other identifying information (Unique Street Address). ~~With respect to multi-tenant property with a single street address, an individual tenant's space shall constitute one "building" for purposes of this Attachment (1) if the multi-tenant structure is subject to separate ownership of each tenant's space, or (2) if the multi-tenant structure is under single ownership and there is no centralized point of entry in the structure through which all telecommunications services must transit. As an example only, a high rise office building with a general telecommunications equipment room through which all telecommunications services to that building's tenants must pass would be a single "building" for purposes of this Attachment 2. A building for purposes of this Attachment 2 does not include convention centers, arenas, exposition halls, and other locations that are routinely used for special events of limited duration. Two or more physical structures that share a connecting wall or are in close physical proximity shall not be considered a single building solely because of a connecting tunnel or covered walkway, or a shared parking garage or parking area so long as each such structures have a Unique Street Address. Under no circumstances shall educational, governmental, medical, research, manufacturing, or transportation centers that consist of multiple permanent physical structures held under common ownership on a contiguous property and are held under common ownership will each be considered a single building for purposes of this Attachment 2.~~

10.2

For purposes of this Attachment 2, a "Business Line" is, as defined in 47 C.F.R. § 51.5, a BellSouth-owned switched access line used to serve a business customer, whether by BellSouth itself or by a CLEC that leases the line from BellSouth. The number of business lines in a wire center shall equal the sum of all BellSouth business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting

~~end-user customers with BellSouth end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines." ARMIS 43-08 business line data reports shall be used in calculating business lines. Business lines do not include (i) non-switched loop facilities; (ii) lines used to serve residential customers; (iii) dedicated or shared transport; (iv) ISPs' transport facilities; (v) lines used to serve subsidiaries or affiliates of the ILEC; (vi) data lines, or any portions of data lines, not connected to the end office for the provision of switched voice services interconnected to the PSTN; (vii) unused capacity on channelized high capacity loops; (viii) lines used for VoIP unless such facilities are switched at the wire center; and (ix) any lines not confirmed by the ILEC to conform to the above requirements. BellSouth may not "round up" when calculating 64 Kbps equivalents for high capacity loops (e.g., a 144 Kbps service is equal to two business lines, not three). In addition, when calculating data speeds for purposes of determining 64 Kbps equivalents, BellSouth must use the lowest data speed associated with the line when sold to the customer, not a higher potential use or a higher one way speed. Any Centrex extensions located in a wire center will be calculated with a value of 1/9 of a business line, consistent with the Centrex Equivalent Factor developed by the FCC in its Second Order on Reconsideration and Memorandum Opinion and Order, Access Charge Reform; Price Cap Performance Review for Local Exchange Carriers; Transport Rate Structure, 12 FCC Red 16606, ¶¶ 31-32 (1997) and its Order and Second Order on Reconsideration, (FCC Docket 96-45) _____ FCC Red _____, ¶¶ 3-4 (2003). HDSL-capable copper loops are not the equivalent of DS1 loops for the purpose of counting Business Lines.~~

10.4

For purposes of this Attachment 2, a "Fiber-Based Collocator" is, as defined in 47 C.F.R. § 51.5, any carrier, unaffiliated with BellSouth, that maintains a collocation arrangement in a BellSouth wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the BellSouth wire center premises; and (3) is owned by a party other than BellSouth or any affiliate of BellSouth, except as set forth in this paragraph. Dark fiber obtained from an incumbent LEC on an indefeasible right of use basis shall be treated as non-incumbent LEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. For purposes of this paragraph, the term affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in this Title.

~~For purposes of this definition: (i) carriers that have entered into merger and/or other consolidation agreements, or otherwise announced their intention to enter into the same, will be treated as affiliates and therefore as one collocator; provided, however, in the case one of the parties to such merger or consolidation arrangement is BellSouth, then the other party's collocation arrangement shall not be counted as a Fiber Based Collocator; (ii) a Comparable Transmission Facility means, at a minimum, the provision of transmission capacity equivalent to fiber optic cable with a minimum point-to-point symmetrical data capacity exceeding 12 DS3s; (iii) the network of a Fiber Based Collocator may only be counted once in making a determination of the number of Fiber-~~

*Exhibit JPG-1
CompSouth Proposed Contract Language*

~~Based Collocators, notwithstanding that such single Fiber Based Collocator leases its facilities to other collocators in a single wire center; provided, however, that a collocating carrier's dark fiber leased from an unaffiliated carrier may only be counted as a separate fiber optic cable from the unaffiliated carrier's fiber if the collocating carrier obtains this dark fiber on an IRU basis.~~

ISSUE 5:

- a) *Does the Commission have the authority to determine whether or not BellSouth's application of the FCC's Section 251 non-impairment criteria for high capacity loops and transport is appropriate?*
- b) *What procedures should be used to identify those wire centers that satisfy the FCC's Section 251 non-impairment*

BellSouth comment: As discussed in rebuttal testimony, BellSouth is in the process of reviewing -CompSouth's proposed language for this issue.

Procedures for additional designations of "non-impaired" wire centers by BellSouth

.1
If BellSouth seeks to designate additional wire centers as "non-impaired" for purposes of the FCC's Triennial Review Remand Order (*TRRO*), BellSouth shall file with the Commission post a Carrier Notification Letter designating a proposed list of any new (additional) "non-impaired" wire centers ("subsequent wire centers") on April 1 of each year (coincident with its filing of ARMIS 43-08 data with the FCC). The list of additional "non-impaired" wire centers as designated filed by BellSouth shall reflect the number of Bbusiness Llines, and fiber-based collocators, as of December 31 of the previous year, in each wire center that BellSouth proposes be considered "non-impaired," and shall also reflect the number of fiber-based collocators in each subsequent wire center on the list at the time of BellSouth's designation.

.2
In any such filing designating additional wire centers as "non-impaired," BellSouth shall file all supporting documentation that each new wire center meets TRRO criteria, including the following information. Designation by BellSouth of additional "non-impaired" wire centers shall be based on the following criteria:

- a. The CLLI of the wire center.
- b. The number of switched business lines served by BellSouthRBOC in that wire center based upon data as reported in ARMIS 43-08 for the previous year just ending.
- c. The sum of all UNE Loops connected to each wire center, including UNE Loops provisioned in combination with other elements. number of UNE P or equivalent lines used to serve business customers.
- d. The number of analog UNE L lines in service.
- e. The number of DS-1 UNE L lines in service.
- f. The number of DS-3 UNE L lines in service.
- g. A completed worksheet that shows, in detail, any conversion of access lines to voice grade equivalents.
- h. The names of any carriers relied upon as fiber-based collocatorsclaimed independent fiber optic networks (or comparable transmission facilities) terminating in a collocation arrangement in that wire center.

Exhibit JPG-1
CompSouth Proposed Contract Language

 .3

~~CLEC shall have from the date of BellSouth's filing until May 1 to file a challenge to any new wire center named by BellSouth in any such April 1 filing~~

 .4

BellSouth and CLEC agree to resolve disputes concerning BellSouth's additional wire center designations in dispute resolution proceedings before the Commission.

 .5

~~Changes to the wire center designations shall become effective on July 1 following the April 1 filing by BellSouth, to the extent that such changes are approved by the Commission by that date.~~

 .6

~~After the completion of the annual process for additional wire center designations described above, BellSouth shall identify the additional wire centers that have been approved by the Commission in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".~~

 .7

Effective ten (10) business days after the date of a BellSouth posts such CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle DS1 and/or DS3 Loops, Dedicated Transport circuits, or Dark Fiber Loops or Transport, as applicable, in such additional wire center(s).

ISSUE 6:

Are HDSL-capable loops the equivalent of DS1 loops for the purpose of evaluating impairment?

See Issue 4: The CompSouth proposed definition of "Business Line" includes the following as its last sentence:

~~HDSL capable copper loops are not the equivalent of DS1 loops for the purpose of counting Business Lines.~~

The proposed definition of HDSL-capable loop is as follows:

2.3.5 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.

BellSouth's proposed definition of DS1 Loops in Exhibit PAT-1, Section 2.3.6.1 includes the following:

For purposes of this Agreement, including the transition of DS1 and DS3 Loops described in Section 2.1.4 above, DS1 Loops include 2-wire and 4-wire copper Loop:s capable of providing high-bit rate digital subscriber line services, such as 2-wire and 4-wire HDSL Compatible Loops.

ISSUE 7:

Once a determination is made that CLECs are not impaired without access to high capacity loops or dedicated transport pursuant to the FCC's rules, can changed circumstances reverse that conclusion, and if so, what process should be included in Interconnection Agreements to implement such changes?

BellSouth's comment on its redlines: BellSouth assumes that in order for a CLEC to have services that must be tried up for any overpayment, the CLEC would not have disputed BellSouth's wire center designation and has thus either converted embedded base circuits to other wholesale services or has stopped ordering UNEs in that wire center. In that event, the CLEC may be owed the difference between the rate it paid and the UNE rate, if it was determined BellSouth erred in its designation of the wire center in question.

.1

In the event that (1) Should BellSouth mistakenly designates a wire center as non-impaired, (2) and CLEC relies to its detriment on does not dispute BellSouth's designation, (3) CLEC converts existing UNEs to other services or orders new services as services other than UNEs, (4) CLEC otherwise would have been entitled to UNEs in such wire center at the time alternative services were provisioned, and (5) a regulatory body with authority determines that, at the time BellSouth designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of CLEC, BellSouth shall transition to UNEs any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, BellSouth shall immediately notify CLEC of its error and promptly refund CLEC the difference between the rate paid by CLEC for such services and the applicable UNE rate of any overpayments, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services.

ISSUE 8:

- (a) *Does the Commission have the authority to require BellSouth to include in its interconnection agreements entered into pursuant to Section 252, network elements under either state law, or pursuant to Section 271 or any other federal law other than Section 251?*
- (b) *If the answer to part (a) is affirmative in any respect, does the Commission have the authority to establish rates for such elements?*
- (c) *If the answer to part (a) or (b) is affirmative in any respect, (i) what language, if any, should be included in the ICA with regard to the rates for such elements, and (ii) what language, if any, should be included in the ICA with regard to the terms and conditions for such elements?*

BellSouth believes that (a) and (b) should be answered in the negative and therefore, no contract language is appropriate for this issue.

Interim Rates For Section 271 Checklist Items

~~1
Interim Just and Reasonable Rates for DS1, DS3, and Dark Fiber Loops and Dedicated Transport~~

~~BellSouth may charge a rate for DS1, DS3, and Dark Fiber Loops and DS1, DS3 and Dark Fiber Dedicated Transport offered pursuant to Section 271 that is equal to the higher of:~~

~~115% of the TELRIC rate paid for the same element as it was provided to CLEC by BellSouth under Section 251(e)(3) on June 15, 2004; or~~

~~115% of a new TELRIC rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.~~

~~2
Interim Just and Reasonable Rates for Commingled Section 271 Switching and Section 251 UNE DS0 Loops~~

~~BellSouth may charge a rate for Commingled Section 271 Switching and Section 251 UNE DS0 Loops offered pursuant to Section 271 that is equal to the higher of:~~

~~The TELRIC rate at which CLEC leased the combination of unbundled Local Switching and DS0 Loop pursuant to Section 251(e)(3) on June 15, 2004, plus one dollar; or~~

~~The TELRIC rate the Commission established, if any, between June 16, 2004, and the effective date of the TRRO, plus one dollar~~

ISSUE 9:

What conditions, if any, should be imposed on moving, adding, or changing orders to a CLEC's respective embedded bases of switching, high-capacity loops and dedicated transport, and what is the appropriate language to implement such conditions, if any?

Compsouth's language regarding the *TRRO* Transition is detailed in response to Issue 2. In addition, the following proposed provisions address the definition of "embedded base" and the related restrictions imposed by the *TRRO*.

The language Compsouth proposes for this issue is contrary to that which Compsouth proposed for Issue 2.

Other than the Transition language BellSouth provided for Issue 2 in Exhibit PAT-1, BellSouth believes no language is appropriate for this issue, as the Georgia District Court has found that no new adds for de-listed UNEs are permitted. This issue is further discussed in Ms. Blake's direct and rebuttal testimony.

2.1.4.2

For purposes of the Transition Period in this Section 2, Embedded Customer Base is defined as (1) business entities, including corporations, limited liability companies, partnerships, sole proprietors, cooperatives and other entities; (2) governmental and non-profit organizations; and (3) residential customer that had executed a valid contract or service order or were subscribed to CLEC's services as of March 10, 2005. CLEC shall be entitled to order and BellSouth shall provision DSI and DS3 loops that CLEC orders for the purpose of serving CLEC's Embedded Customer Base. CLEC shall self-certify, if requested to do so by BellSouth, that a DSI or DS3 CLEC order is to be used to serve CLEC's Embedded Customer Base. Any DSI or DS3 Loop that BellSouth provisions prior to March 11, 2005, and that does not satisfy the criteria set out in Section 2.1.5 for access to DSI and DS3 Loops under Section 2.51 shall be subject to the transition set forth in this Section 2.1.4. BellSouth shall provision any DSI or DS3 Loop that CLEC orders that it self-certifies; BellSouth shall have the right to dispute CLEC's ability to obtain such Loop after provisioning utilizing the process set forth in Section 2.1.5.2 below.

4.2.2

For the purposes of the Transition Period in this Section 4, Embedded Customer Base is defined as (1) business entities, including corporations, limited liability companies, partnerships, sole proprietors, cooperatives and other entities; (2) governmental and non-profit organizations; and (3) residential customers that had executed a valid contract or service order or were subscribed to CLEC's services as of March 10, 2005. Local switching to be provided to CLEC for service to its Embedded Customer Base includes any additional elements that are required to be provided in conjunction therewith. Subsequent loss of End Users by CLEC shall be removed from the Embedded Customer Base.

5.4.3.2

Exhibit JPG-1
CompSouth Proposed Contract Language

~~For the purposes of the Transition Plan in this Section 5.4.3, Embedded Customer Base is defined as (1) business entities, including corporations, limited liability companies, partnerships, sole proprietorships, cooperatives and other entities; (2) governmental and non-profit organizations; and (3) residential customers that had executed a valid contract or service order or were subscribed to CLEC's services as of March 10, 2005. UNE P to be provided to CLEC for service to its Embedded Customer Base includes any additional elements that are required to be provided in conjunction therewith. Subsequent loss of End Users by CLEC shall be removed from the Embedded Customer Base.~~

ISSUE 10:

What rates, terms, and conditions should govern the transition of existing network elements that BellSouth is no longer obligated to provide as Section 251 UNEs to non-Section 251 network elements and other services and (a) what is the proper treatment for such network elements at the end of the transition period; and (b) what is the appropriate transition period, and what are the appropriate rates, terms, and conditions during such transition period, for unbundled high capacity loops, high capacity transport, and dark fiber transport in and between wire centers that do not meet the FCC's non-impairment standards at this time, but that meet such standards in the future?

This issue is addressed by the CompSouth proposed language included under Issue 2. In addition, CompSouth proposes the following language to apply to bulk migrations of lines from one service platform to another associated with the transition off certain Section 251(c)(3) UNEs.

BellSouth addressed language for the first part of Issue 10 and subpart (a) in Issue 2 and in Exhibit PAT-1, Section 1.7. BellSouth addressed language for subpart (b) in Sections 2.1.4.12, 6.2.6.10 and 6.9.1.10 of Exhibit PAT-1. Although BellSouth does not believe that the CompSouth language below addresses this issue, BellSouth is willing to accept the language as modified. Hot cut performance is not an issue in this proceeding, thus BellSouth strikes CompSouth's new proposed language below.

Bulk Migration

2.1.9.4

BellSouth will make available to CLEC a Bulk Migration process pursuant to which CLEC may request to (1) migrate port/loop combinations, provisioned pursuant to either an Interconnection Agreement or a separate agreement between the parties, to Loops (UNE-L); or (2) migrate BellSouth retail customers to CLEC using UNE-L or EELs; and (3) migrate another CLEC's embedded customerbase of port/loop combinations or UNE-L to CLEC using UNE-L. The Bulk Migration process may be used if such loop/port combinations or UNE-L being used to serve the customer before migration are (1) associated with two (2) or more Existing Account Telephone Numbers (EATNs); and (2) located in the same Central Office. The terms and conditions for use of the Bulk Migration process are described in the BellSouth CLEC Information Package, incorporated herein by reference as it may be amended from time to time. The CLEC Information Package is located at www.interconnection.bellsouth.com/guides/html/unes.html. The rates for the Bulk Migration process shall be the nonrecurring rates associated with the Loop type being requested on the Bulk Migration, as set forth in Exhibit A. Additionally, Operations Support Systems (OSS) charges will also apply. Loops connected to Integrated Digital Loop Carrier (IDLC) systems will be migrated pursuant to Section 2.6 below.

2.1.9.5

Should CLEC request migration for two (2) or more EATNs containing fifteen (15) or more circuits, CLEC must use the Bulk Migration process referenced in 2.1.11.1 above.

Hot Cut Performance

4.2.6

~~BellSouth is required to meet hot cut demand and shall work with CLEC to take all reasonable steps to prevent avoidable disruption to CLEC's customers' service. If BellSouth causes an outage lasting longer than 15 minutes or in any way fails to honor its commitments to the FCC and/or state commission regarding the hot cut or batch migration process, BellSouth will refund all non-recurring charges applicable to the service to which CLEC's customers are being migrated. If BellSouth can not complete the hot cuts and batch migration process in accordance with the volumes and ordering process BellSouth has established, then BellSouth shall provide Local Switching at the rates set forth in Exhibit A plus \$1.00, until the migration is completed.~~

ISSUE 11:

What rates, terms, and conditions, if any, should apply to UNEs that are not converted on or before March 11, 2006, and what impact, if any, should the conduct of the parties have upon the determination of the applicable rates, terms, and conditions that apply in such circumstances?

BellSouth believes that the additional language below provided by CompSouth is not applicable to this issue. BellSouth provided its response to this issue in its response to Issue 2 and in Exhibit PAT-1. BellSouth believes the CompSouth language below addresses Issues 3 and 10.

1.67

Except to the extent expressly provided otherwise in this Attachment, CLEC may not maintain a UNE or UNE Combination offered pursuant to a prior interconnection agreement that is no longer offered pursuant to this Agreement (e.g., DS1 capacity and above "enterprise" Local Switching) (collectively Arrangements). In the event BellSouth determines that CLEC has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide thirty (30) days' written notice to CLEC to disconnect or convert such Arrangements, identifying specific service arrangements (by circuit identification number) that BellSouth is no longer is obligated to provide as UNEs under Section 251(c)(3) and that CLEC must disconnect or convert to Other Services or other service arrangements. CLEC may transition from these UNEs to other available UNEs, wholesale facilities provided by BellSouth, including special access, Section 271 checklist items, wholesale facilities obtained from other carriers or self-provisioned facilities. CLEC will acknowledge receipt of such notice and will have thirty (30) days from the date of such notice to verify the list, notify BellSouth of initial disputes or concerns regarding such list, or select alternative service arrangements (or disconnection), and submit orders to transition or disconnect. If CLEC fails to submit disputes or orders to disconnect or convert transition such Arrangements within such thirty (30) day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). In that event, those circuits identified and transitioned by BellSouth pursuant to this Section shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent BellSouth service. The applicable recurring charge shall apply to each circuit as of the Effective Date of this Agreement. The transition of such UNE(s) shall take place in a seamless manner that avoids, or otherwise minimizes to the extent possible without any customer disruptions or adverse affects to service quality. There will be no service order, labor, disconnection, project management or other nonrecurring charges associated with the transition of UNEs to Other Services or other service arrangements. The Parties will absorb their own costs associated with effectuating the process set forth in this section. Recurring charges for comparable 271 services (as set forth in Exhibit B), or rates associated with the selected Other Service (as set forth in Exhibit B or the relevant BellSouth tariff) shall apply to all service arrangements as of the date that conversion to such BellSouth provided services is complete. If CLEC chooses to convert DS1 or DS3 Loops to special access circuits, BellSouth will include such DS1

Exhibit JPG-1
CompSouth Proposed Contract Language

~~and DS3 Loops once converted within CLEC's total special access circuits and apply discounts for which CLEC is eligible.~~

ISSUE 12:

Should identifiable orders properly placed that should have been provisioned before March 11, 2005, but were not provisioned due to BellSouth errors in order processing or provisioning, be included in the "embedded base"?

CLEC orders that are properly and timely placed should be considered part of the "embedded base" of customers for purposes of the TRRO transition. Specific contract language addressing the definition of "embedded base" is included under Issue 9. CompSouth's proposed contract language regarding the TRRO transition is included under Issue 2.

BellSouth Comment: BellSouth agrees with CompSouth's position, though CompSouth's language does not appear to include these terms.

ISSUE 13:

Should network elements de-listed under section 251(c)(3) be removed from the SQM/PMAP/SEEM?

Because CompSouth's proposed language was taken from BellSouth's standard proposal, BellSouth does not object to the language below. However, this language does not address issue 13. BellSouth simply proposes that the Commission's SEEMs plan be amended to remove measurements and penalties associated with de-listed UNEs. This issue is discussed further in the testimony of BellSouth witness Kathy Blake.

1.3

CLEC may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R § 51.309. Performance Measurements associated with this Attachment 2 are contained in Attachment _____. The quality of the Network Elements as well as the quality of the access to said Network Elements that BellSouth provides to CLEC shall be, to the extent technically feasible, at least equal to that which BellSouth provides to itself, and its affiliates.

1.4

The Parties shall comply with the requirements as set forth in the technical references within this Attachment 2. BellSouth shall comply with the requirements set forth in the technical reference TR73600, as well as any performance or other requirements identified in this Agreement, to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards. If one or more of the requirements set forth in this Agreement are in conflict, the technical reference TR73600 requirements shall apply. If the parties cannot reach agreement, the dispute resolution process set forth in the General Terms and Conditions of this Agreement shall apply.

ISSUE 14: TRO – COMMINGLING

What is the scope of commingling allowed under the FCC's rules and orders and what language should be included in Interconnection Agreements to implement commingling (including rates)?

1.11 Commingling of Services

1.11.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that CLEC has obtained at wholesale from BellSouth, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities. ~~The wholesale services that can be commingled with Network Elements or a Combination include network elements required to be unbundled under Section 271.~~ CLEC must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.

1.11.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or 2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.

1.11.3 Unless expressly prohibited by the terms of this Attachment, BellSouth shall permit CLEC to Commingle an unbundled Network Element or a Combination of unbundled Network Elements with wholesale ~~(i) services obtained from BellSouth, (ii) services obtained from third parties or (ii) facilities provided by CLEC.~~ For purposes of example only, CLEC may Commingle unbundled Network Elements or Combinations of unbundled Network Elements with wholesale ~~other~~ services and facilities including, ~~but not limited to,~~ switched and special access services, or services purchased under resale arrangements with BellSouth.

1.11.3 Unless otherwise agreed to by the Parties, the ~~Section 254~~ Network Element portion and the ~~Section 271 unbundled network element~~ portion of a commingled circuit arrangement will be billed at the rates set forth in this Agreement and the remainder of the circuit or service ~~that is provided under tariff or under another agreement between the Parties~~ will be billed in accordance with BellSouth's tariffed rates or rates set forth in that separate agreement.

1.11.4 When multiplexing equipment is attached to a commingled arrangement, the multiplexing equipment will be billed from the same agreement or the tariff as the higher bandwidth circuit. ~~at the cost based rate contained herein~~ Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit. ~~interconnection agreement.~~

- 1.11.5 ~~BellSouth shall not change its wholesale or access tariffs in any fashion, or add new access tariffs, that would restrict or negatively impact the availability or provision of Commingling under this Attachment or the Agreement, unless BellSouth and CLEC have amended this Agreement in advance to address BellSouth proposed tariff changes or additions. BellSouth shall cooperate fully with CLEC to ensure that operational policies and procedures implemented to effect commingled arrangements shall be handled in such a manner as to not operationally or practically impair or impede CLEC's ability to implement new commingled arrangements. BellSouth acknowledges and agrees that the language of this Attachment complies with and satisfies the requirements of Bellsouth wholesale and access tariffs with respect to commingling.~~
- 1.11.6 ~~Where processes, including ordering and provisioning processes, for any commingling or commingled arrangement available under this Agreement (including, by way of example, for existing services sought to be converted to a commingled arrangement) are not already in place, the Parties will develop and implement processes. BellSouth shall use existing ordering and provisioning processes already developed for other Network Elements, if possible; if doing so is not possible, BellSouth shall promptly determine what new processes are necessary. Until such processes are developed, BellSouth agrees (i) to accept CLEC's orders for commingling via an electronic spreadsheet specifying the information reasonably necessary to complete such orders and to provision all such orders within fourteen (14) days of receipt, or (ii) if CLEC desires to issue a BFR, then BellSouth will allow CLEC to follow the BFR process. The Parties will comply with any applicable Change Management guidelines or BFR guidelines as applicable, provided however, that compliance with such Change Management guidelines shall not negate BellSouth's obligation to provide the Commingled Arrangements listed in Exhibit X as of the effective date of this Agreement. An electronic process will be developed through Change Management within 180 days.~~
- 1.11.7 ~~Upon the effective date of this Agreement, BellSouth shall provide local switching unbundled under Section 271 commingled with unbundled Loops (provided as a Network Element under Section 251 or unbundled under Section 271) as Port/Loop Commingled Arrangements in the Arrangements identified in Exhibit X.~~
- 1.11.8 ~~BellSouth shall only charge CLEC the non-recurring service order charge as set forth in Exhibit A that are applicable to the Section 251 Network Element(s), facilities or services that CLEC has obtained at wholesale from BellSouth.~~
- 1.11.5 Notwithstanding any other provision of this Agreement, BellSouth shall not be obligated to commingle or combine Section 251 network elements or

combinations with any service, network element or offering that it is obligated to make available only pursuant to Section 271 of the Act.

- 1.12 Terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6 and are incorporated herein by this reference. The charges shall be as set forth in Exhibit A.

1.13 Ordering Guidelines and Processes

- 1.13.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, <<customer short name>>CLEC should refer to the "Guides" section of the BellSouth Interconnection Web site.

- 1.13.2 Additional information may also be found in the individual CLEC Information Packages located at the "CLEC UNE Products" on BellSouth's Interconnection Web site at: www.interconnection.bellsouth.com/guides/html/unec.html.

- 1.13.3 The provisioning of Network Elements, Combinations and Other Services to <<customer short name>>CLEC's Collocation Space will require cross-connections within the central office to connect the Network Element, Combinations or Other Services to the demarcation point associated with <<customer short name>>CLEC's Collocation Space. These cross-connects are separate components that are not considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to this Agreement

~~EXHIBIT X: COMMINGLED ARRANGEMENTS IMMEDIATELY AVAILABLE~~

~~I. Commingled loop and transport:~~

~~(a) UNE DSI loop connected to:~~

- ~~(1) a commingled wholesale/special access M13 multiplex and DS3 or higher capacity interoffice transport;~~
~~(2) a UNE DSI transport which is then connected to a commingled wholesale/special access M13 multiplex and DS3 or higher capacity interoffice transport; or;~~
~~(3) a commingled wholesale/special access DSI transport.~~

~~(b) UNE DSI transport connected to a commingled wholesale/special access M13 multiplex and DS3 or higher capacity interoffice transport.~~

~~(c) UNE DS3 transport connected to a commingled wholesale/special access higher capacity interoffice transport.~~

- ~~(d) High Cap Loop connected to a special access multiplexer~~
- ~~(e) Special Access DS1 loop to:
(1) UNE M13 multiplex and DS3 transport; or
(2) UNE DS1 transport~~
- ~~(f) Special Access DS3 loop connected to UNE DS3 transport~~
- ~~(g) UNE DS1 or DS3 loop provisioned onto 3rd party's interoffice transport or multiplexers~~

~~II. Commingled Port/Loop Arrangements:~~

- ~~———— (a) 2 wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.~~
- ~~———— (b) 2 wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port. ———~~
- ~~———— (c) 2 wire CENTREX port, voice grade loop, CENTREX intercom functionality, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.~~
- ~~———— (d) 2 wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.~~
- ~~———— (e) 4 wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.~~

Exhibit JPG-1
CompSouth Proposed Contract Language

~~(f) 4 wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.~~

ISSUE 15: TRO – CONVERSIONS *Is BellSouth required to provide conversion of special access circuits to UNE pricing, and if so, at what rates, terms and conditions and during what timeframe should such new requests for such conversions be effectuated?*

BellSouth comment: BellSouth can agree to the language below as modified.

___.1

Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services. Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to CLEC pursuant to Section 251 of the Act and under this Agreement, or convert a Network Element or Combination that is available to CLEC pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively “Conversion”). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. BellSouth shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following BellSouth’s receipt of a complete and accurate Conversion request from CLEC. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between CLEC and BellSouth. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Sections 1.13.1 and 1.13.2 below.

ISSUE 16: TRO – CONVERSIONS *What are the appropriate rates, terms, conditions, and effective dates, if any, for conversion requests that were pending on the effective date of the TRO?*

Conversions pending on the effective date of the TRO should be handled using conversion provisions set forth in the amended ICAs. See issue 15 for proposed CompSouth contract language on conversions.

BellSouth is generally in agreement in so far as the interconnection agreement for a CLEC with conversion requests pending on the effective date of the TRO has effective language as of that date providing that CLEC access to such conversions requested. Bellsouth addresses this issue in its rebuttal testimony.

ISSUE 17: TRO – LINE SHARING

Is BellSouth obligated pursuant to the Telecommunications Act of 1996 and FCC Orders to provide line sharing to new CLEC customers after October 1, 2004?

Line Sharing

BellSouth would strike the following CompSouth proposed contract language in its entirety and use instead the language set forth in Eric Fogle's Direct Testimony Exhibit EF-1:

~~2.11 BellSouth shall provide CLEC access to the high frequency portion of the local loop as an unbundled network element ("High Frequency Spectrum") at the rates set forth in Exhibit C. BellSouth shall provide CLEC with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.~~

~~2.11.1 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow CLEC the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 C.F.R. Section 51.230, including, but not limited to, ADSL, RADSL, and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. CLEC shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. CLEC shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.~~

~~2.11.2 The following loop requirements are necessary for CLEC to be able to access the High Frequency Spectrum: an unconditioned, 2 wire copper loop. An unconditioned loop is a copper loop with no load coils, low pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. The process of removing such devices is called "conditioning." BellSouth shall charge and CLEC shall pay as interim rates, the same rates that BellSouth charges for conditioning stand-alone loops as provided in this Interconnection Agreement (e.g., unbundled copper loops, ADSL loops, and HDSL loops) until permanent pricing for loop conditioning are established either by mutual agreement or by a state public utilities commission. The interim~~

Exhibit JPG-1
CompSouth Proposed Contract Language

~~costs for conditioning are subject to true up as provided in this agreement. BellSouth will condition loops to enable CLEC to provide xDSL-based services on the same loops the incumbent is providing analog voice service, regardless of loop length. BellSouth is not required to condition a loop in connection with CLEC's access to the High Frequency Spectrum if conditioning of that loop impairs service from the end users perspective. If CLEC requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, CLEC shall pay for the loop to be restored to its original state.~~

~~2.11.3 CLEC's termination point is the point of termination for CLEC's on the toll main distributing frame in the central office ("Termination Point"). BellSouth will use jumpers to connect CLEC's connecting block to the splitter. The splitter will route the High Frequency Spectrum on the circuit to the CLEC's xDSL equipment in the CLEC's collocation space.~~

~~2.11.4 For the purposes of testing line shared loops, CLEC shall have access to the test access point associated with the splitter and the demarcation point between BellSouth's network and CLEC's network.~~

~~2.11.5 The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end user terminates its BellSouth provided voice service for any reason, and CLEC desires to continue providing xDSL service on such loop, CLEC shall be required to purchase the full stand-alone loop unbundled network element. In the event BellSouth disconnects the end user's voice service pursuant to its tariffs or applicable law, and CLEC desires to continue providing xDSL service on such loop, CLEC shall be permitted to continue using the line by purchasing the full stand-alone loop unbundled network element. BellSouth shall give CLEC notice in a reasonable time prior to disconnect, which notice shall give CLEC an adequate opportunity to notify BellSouth of its intent to purchase such loop. The Parties shall work collaboratively towards the method of notification and the time periods for notice. In those cases in which BellSouth no longer provides voice service to the end user and CLEC purchases the full stand-alone loop, CLEC may elect the type of loop it will purchase. CLEC will pay the appropriate recurring and non-recurring rates for such loop as set forth in Attachment 2 of the Agreement, including a voice grade loop.~~

~~2.11.6 CLEC and BellSouth shall continue to work together collaboratively to develop systems and processes for provisioning the High Frequency Spectrum in various real life scenarios. BellSouth and CLEC agree that CLEC is entitled to purchase the High Frequency Spectrum on a loop that is provisioned over fiber-fed digital loop carrier. BellSouth will provide CLEC with access to feeder sub-loops at UNE prices. BellSouth and CLEC will work together to establish methods and~~

Exhibit JPG-1
CompSouth Proposed Contract Language

~~procedures for providing CLEC access to the High Frequency Spectrum over fiber fed digital loop carriers.~~

~~2.11.7 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.~~

~~2.11.8 To order High Frequency Spectrum on a particular loop, CLEC must have a DSLAM collocated in the central office that serves the end-user of such loop. BellSouth shall allow CLEC to order splitters in central offices where CLEC is in the process of obtaining collocation space. BellSouth shall install such splitters before the end of CLEC's collocation provisioning interval.~~

~~2.11.9 BellSouth will devise a splitter order form that allows CLEC to order splitter ports in increments of 8, 24 or 96 ports.~~

~~2.11.10 BellSouth will provide CLEC the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.~~

~~2.11.11 BellSouth will provide CLEC with access to the High Frequency Spectrum of the unbundled loop as follows:~~

~~2.12 For 1-5 lines at the same address within three (3) business days from BellSouth's issuance of a FOC; 6-10 lines at the same address within 5 business days from BellSouth's issuance of a FOC; and more than 10 lines at the same address is to be negotiated.~~

~~2.12.1 BellSouth shall test the data portion of the loop to insure the continuity of the wiring for CLEC's data using the LSVT test set for both the provisioning and maintenance of a loop. This test shall be performed from the CLEC designated tie cable pair (which is connected to CLEC's DSLAM) to the Main Distribution Frame (MDF) where the customer's cable pair leaves the BellSouth central office. This process will be implemented unless, and until, CLEC and BellSouth mutually agree on another process. If BellSouth delivers a line shared loop that is not properly wired by BellSouth, BellSouth shall adjust the monthly recurring charge to reflect the day that the line shared loop was placed in service.~~

~~2.12.2 CLEC will use the Central Office Synch Test (COST) as referenced at [insert web site address].~~

~~MAINTENANCE AND REPAIR~~

~~2.12.3 CLEC shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the High Frequency Spectrum. CLEC may access the loop at the point where the combined voice and data signal exits the splitter.~~

*Exhibit JPG-1
CompSouth Proposed Contract Language*

- ~~2.12..4 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer premise and the Termination Point of demarcation in the central office. CLEC will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.~~
- ~~2.12..5 If the problem encountered appears to impact primarily the xDSL service, the end user should call CLEC. If the problem impacts primarily the voice service, the end user should call BellSouth. If both services are impaired, the end user should contact BellSouth and CLEC.~~
- ~~2.12..6 BellSouth and CLEC will work together to diagnose and resolve any troubles reported by the end user and to develop a process for repair of lines as to which CLEC has access to the High Frequency Spectrum. The Parties will continue to work together to address customer initiated repair requests and other customer impacting maintenance issues to better support unbundling of High Frequency Spectrum.~~
- ~~2.12..6.1 The Parties will be responsible for testing and isolating troubles on its respective portion of the loop. Once a Party ("Reporting Party") has isolated a trouble to the other Party's ("Repairing Party") portion of the loop, the Reporting Party will notify the end user to report the trouble to the other service provider. The Repairing Party will take the actions necessary to repair the loop if it determines a trouble exists in its portion of the loop.~~
- ~~2.12..6.2 If a trouble is reported on either Party's portion of the loop and no trouble actually exists, the Repairing Party may charge the Reporting Party for any dispatching and testing (both inside and outside the central office) required by the Repairing Party in order to confirm the loop's working status.~~
- ~~2.12..7 In the event CLEC's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify CLEC and allow twenty four (24) hours to cure the trouble. If CLEC fails to resolve the trouble, BellSouth may discontinue CLEC's access to the High Frequency Spectrum on such loop.~~
- ~~2.12..8 CLEC will use the Central Office Synch Test (COST) as referenced at [insert web site address].~~

ISSUE 18: TRO – LINE SHARING – TRANSITION

If the answer to foregoing issue is negative, what is the appropriate language for transitioning off a CLEC's existing line sharing arrangements?

BellSouth's modifications to CompSouth's proposed contract language appear in redline below, and are consistent with Eric Fogle's Direct Testimony Exhibit EF-1.

3 Line Sharing

~~3.1.3.1~~ **General.**

~~3.1.13.0.1~~ Line Sharing is defined as the process by which CLEC provides digital subscriber line "xDSL" service over the same copper loop that BellSouth uses to provide Retail voice service, with BellSouth using the low frequency portion of the loop and CLEC using the high frequency spectrum (as defined below) of the loop.

~~3.1.23.1.1~~ Line Sharing arrangements in service as of October 1, 2003, under a prior Interconnection Agreement between BellSouth and CLEC, will remain in effect ~~be grandfathered until the earlier of the date the End User discontinues or moves XDSL service with CLEC.~~ Arrangements ~~Grandfathered arrangements~~ pursuant to this Section will be billed at the rates set forth in Exhibit A.

~~3.1.33.1.2~~ No new line sharing arrangements may be ordered. For line sharing arrangements placed in service between October 2, 2003, and October 1, 2004; on or after October 2, 2004 (whether under this Agreement only, or under this Agreement and a prior Agreement), the rates will be as set forth in Exhibit A.

~~3.1.43.1.3~~ Any Line Sharing arrangements placed in service between October 2, 2003 and October 1, 2004; on or after October 2, 2004, and not otherwise terminated, shall terminate on October 2, 2006.

~~3.1.53.1.4~~ The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow CLEC the ability to provide xDSL data services to the End User for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for loop Transmission Systems. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. CLEC shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.

~~3.1.63.1.5~~ Access to the High Frequency Spectrum requires an unloaded, 2-wire copper loop. An unloaded loop is a copper loop with no load coils, low-

pass filters, range extenders, DAMLS, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601.

3.1.73.1.6 BellSouth will provide Loop Modification to CLEC on an existing loop for Line Sharing in accordance with procedures as specified in Section 2 of this Attachment. BellSouth is not required to modify a loop for access to the High Frequency spectrum if modification of that loop significantly degrades BellSouth's voice service. If CLEC requests that BellSouth modify a loop and such modification significantly degrades the voice services on the loop, CLEC shall pay for the loop to be restored to its original state.

3.1.83.1.7 Line Sharing shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the End User. In the event the End User terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the End User's voice service pursuant to its tariffs or applicable law, and CLEC desires to continue providing xDSL service on such loop, CLEC or the new voice provider, shall be required to purchase a full stand-alone loop UNE. ~~To the extent commercially reasonable, BellSouth shall give CLEC notice in a reasonable time prior to disconnect.~~ In those cases in which BellSouth no longer provides voice service to the End User and CLEC purchases the full stand-alone loop, CLEC may elect the type of loop it will purchase. CLEC will pay the appropriate recurringMRC and nonrecurringNRC rates for such loop as set forth in Exhibit A to this Attachment. In the event CLEC purchases a voice grade loop, CLEC acknowledges that such loop may not remain xDSL compatible.

3.1.93.1.8 In the event the End User terminates its BellSouth provided voice service, and CLEC requests BellSouth to convert the Line Sharing arrangement to a Line Splitting arrangement (see below), BellSouth will discontinue billing CLEC for the High Frequency Spectrum and begin billing the voice CLEC. BellSouth will continue to bill the Data LEC for all associated splitter charges if the Data LEC continues to use a BellSouth splitter.

3.1.103.1.9 Only one CLEC shall be permitted access to the High Frequency Spectrum of any particular loop.

~~3.1.113.2 After the transition period, any new customer must be served through a line splitting arrangement, through use of stand-alone copper loop, or through an arrangement that a competitive LEC has negotiated with the incumbent LEC to replace line sharing.~~

3.1.12 Once BellSouth has placed cross-connects on behalf of CLEC to provide CLEC access to the High Frequency Spectrum and CLEC chooses to rearrange its splitter or CLEC pairs, CLEC may order the rearrangement of its splitter or cable pairs via "Subsequent Activity." Subsequent Activity is any rearrangement of CLEC's cable pairs or splitter ports after BellSouth has placed cross-connection to provide CLEC access to the

High Frequency Spectrum. BellSouth shall bill and CLEC shall pay the Subsequent Activity charges as set forth in Exhibit A of this Attachment.

~~3.1.13~~3.3 BellSouth's Local Ordering Handling (LOH) will provide CLEC the LSR format to be used when ordering disconnections of the High Frequency Spectrum or Subsequent Activity.

~~3.2.3~~4 **Maintenance and Repair – Line Sharing**

~~3.2.1~~CLEC shall have access for test purposes to any Loop for which it has access to the High Frequency Spectrum. CLEC may test from the collocation space, the Termination Point or the NID.

~~3.2.2~~3.4.1 BellSouth will be responsible for repairing voice services and the physical line between the NID and the Termination Point. CLEC will be responsible for repairing its data services. Each Party will be responsible for maintaining its own equipment.

~~3.2.3~~3.4.2 CLEC shall inform its End Users to direct data problems to CLEC, unless both voice and data services are impaired, in which event CLEC should direct the End Users to contact BellSouth.

~~3.2.5~~3.4.3 Once a Party has isolated a trouble to the other Party's portion of the Loop, the Party isolating the trouble shall notify the End User that the trouble is on the other Party's portion of the Loop

~~3.2.1~~ Notwithstanding anything else to the contrary in this Agreement, when BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to CLEC, BellSouth will notify CLEC, and bill CLEC accordingly. If BellSouth reports a trouble to CLEC for the High Frequency Spectrum on the Loop, and no trouble actually exists within CLEC's portion of the network, CLEC may charge BellSouth, and BellSouth shall pay, for any dispatching and testing (both inside and outside the central office) required by CLEC in order to confirm the trouble is not within CLEC's portion of the network.

ISSUE 19: TRO – LINE SPLITTING *What is the appropriate ICA language to implement BellSouth's obligations with regard to line-splitting?*

BellSouth's modifications to CompSouth's proposed contract language appear in redline below, and are consistent with BellSouth witness Eric Fogle's Direct Testimony.

3 Line Splitting

3-33.1 Line splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.

3-43.2 Line Splitting – UNE-L. In the event CLEC provides its own switching or obtains switching from a third party, CLEC may engage in line splitting arrangements with another CLEC using a splitter, provided by CLEC ~~or a third party,~~ in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.

3-53.3 Line Splitting – Loop and UNE Port (UNE-P) or commingled Loop and Unbundled Local Switching provided pursuant to Section 271.

3-5-133.3.13 To the extent CLEC is purchasing UNE-P pursuant to this Agreement, ~~or is using a commingled arrangement that consists of a Loop and Unbundled Local Switching provided by BellSouth pursuant to Section 271,~~ BellSouth will permit CLEC to replace UNE-P with line splitting. ~~utilize Line Splitting.~~ The UNE-P arrangement will be converted to a stand-alone Loop, a Network Element switch port, two collocation cross-connects and the high frequency spectrum line activation. ~~Where the converted arrangement replaces UNE-P that CLEC is using to provide service to its embedded base of customer,~~ The resulting arrangement shall continue to be included in CLEC's Embedded Customer Base as described in Section 5.4.3.2.

3-5-143.3.14 CLEC shall provide BellSouth with a signed LOA between it and the Data LEC or Voice CLEC with which it desires to provision Line Splitting services, if CLEC will not provide voice and data services.

3-5-153.3.15 Line Splitting arrangements in service pursuant to this Section 3.3 that are provided using UNE-P must be disconnected or provisioned pursuant to Section 3.2 on or before the end of the transition plan specified by the FCC in the TRRO (March 10, 2006.) unless such date is revised or eliminated, in which case the transition plan if it not eliminated, will continue until such date as may be specified by the FCC, the applicable state commission or court of competent jurisdiction.

3-63.4 Provisioning Line Splitting and Splitter Space

- ~~3.6.133.4.13~~ The Data LEC, Voice CLEC, a third party or BellSouth may provide the splitter. When CLEC or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location; a collocation cross-connection connecting the Loop to the collocation space; a second collocation cross-connection from the collocation space connected to a voice port; the high frequency spectrum line activation, and a splitter. When BellSouth owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location with CFA and splitter port assignments, and a collocation cross-connection from the collocation space connected to a voice port.
- ~~3.6.143.4.14~~ An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.
- ~~3.6.153.4.15~~ The foregoing procedures are applicable to migration from a UNE-P arrangement to Line Splitting Service, including a Line Splitting Service that includes a commingled arrangement of Loop and unbundled local switching pursuant to Section 274.
- ~~3.4.16~~ Provisioning Line Splitting and Splitter Space-UNE-L
- ~~3.4.17~~ The voice CLEC provides the splitter when providing Line Splitting with UNE-L. When CLEC owns the splitter, Line Splitting requires the following: a Loop from NID at the End User's location to the serving wire center and terminating into a distribution frame or its equivalent.
- ~~3.7.3.5~~ CLEC Provided Splitter – Line Splitting
- ~~3.7.133.5.13~~ To order High Frequency Spectrum on a particular Loop, CLEC must have a DSLAM collocated in the central office that serves the End User of such Loop.
- 3.5.14 CLEC must provide its own splitters in a central office and have installed its DSLAM in that central office.
- ~~3.7.153.5.15~~ CLEC may purchase, install and maintain central office POTS splitters in its collocation arrangements. CLEC may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.
- ~~3.7.163.5.16~~ Any splitters installed by CLEC in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. CLEC may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.
- ~~3.8.3.6~~ Maintenance – Line Splitting UNE-P and UNE-L.

~~3.8.133.6.13~~ BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.

~~3.8.143.6.14~~ CLEC shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, damages, injury, and costs including reasonable attorney's fees, ~~damages, and costs~~ which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.

~~3.6.15~~ BellSouth must make all necessary network modifications, including providing ~~non-discriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line-splitting arrangements.~~

ISSUE 20: TRO – SUB-LOOP CONCENTRATION

a) What is the appropriate ICA language, if any, to address sub loop feeder or sub loop concentration? B) Do the FCC's rules for sub loops for multi-unit premises limit CLEC access to copper facilities only or do they also include access to fiber facilities?

CompSouth did not propose language, and its members have had BellSouth's proposed language for sufficient time to propose alternatives. Therefore BellSouth objects to any purported reservation of right to subsequently propose language.

ISSUE 21: TRO – PACKET SWITCHING *What is the appropriate ICA language, if any, to address packet switching?*

CompSouth did not propose language, and its members have had BellSouth's proposed language for sufficient time to propose alternatives. Therefore BellSouth objects to any purported reservation of right to subsequently propose language.

ISSUE 22: TRO – CALL-RELATED DATABASES *What is the appropriate language, if any, to address access to call related databases?*

BellSouth provided language in Exhibit PAT-1 relating to the availability of call-related databases so long as unbundled switching is available under the Interconnection Agreement. In addition, BellSouth has no objection to the CompSouth language below, as modified.

4.4.3.1

BellSouth shall also make available the following elements relating to Local Switching, as such elements are defined at 47 C.F.R. §51.319(d)(4)(i), during the Transition Period: signaling networks, call-related databases, and shared transport. ~~After the completion of the Transition Period, such elements may be transitioned to the equivalent BellSouth Section 271 offering, pursuant to the transition provisions herein applicable to Local Switching arrangements~~

MCI offers additional language in its proposed Pre-Ordering, Ordering, Provisioning, Maintenance And Repair attachment. The MCI language requires that BellSouth provide a download with daily updates to directory assistance database, without regard to unbundled Local Switching availability. BellSouth is required to provide nondiscriminatory access to call-related databases under Sections 251(b)(3) of the Act and any other applicable law. Nondiscriminatory access contemplates use of the data without use restrictions, and at a price that is nondiscriminatory. MCI's proposed language is as follows:

BellSouth Comment: The FCC rejected MCI's proposal in the TRO ¶ 558.

~~8Directory Assistance Data~~

~~8.1Consistent with applicable laws and regulations, and as set forth herein, BellSouth shall provide to CLEC via its Directory Assistance Database Service (DADS), the subscriber records used by BellSouth to create and maintain its Directory Assistance Data Base, in a non discriminatory manner. The records shall include all records in BellSouth's Directory Assistance Database, including those of its own customers, independent telephone companies' customers, and customers of CLECs. Neither Party shall use the records for any purpose, which violates federal or State laws, statutes, or regulatory orders.~~

~~8.2Directory Assistance Data shall be provided in a nondiscriminatory manner on the same terms, conditions, and pricing that BellSouth provides to itself or other third parties.~~

Exhibit JPG-1
CompSouth Proposed Contract Language

- ~~8.2.1 Unless otherwise directed by CLEC, BellSouth shall provide CLEC subscriber records along with BellSouth subscriber records to third party carriers that request directory assistance records from BellSouth. If CLEC does direct otherwise, BellSouth shall remove CLEC's subscriber records from BellSouth's Directory Assistance database.~~
- ~~8.2.2 BellSouth shall provide CLEC, to the extent authorized, a complete list of ILECs, CLECs, and independent Telcos that provided data contained in the database.~~
- ~~8.2.3 BellSouth will provide daily updates that will reflect all listing change activity occurring since CLEC's most recent update. BellSouth shall provide updates to CLEC on a Business, Residence, or combined Business and Residence basis.~~
- ~~8.2.4 BellSouth shall provide complete refresh of the Directory Assistance Data upon mutual agreement of BellSouth and CLEC and subject to applicable charges pursuant to Attachment 1 of this Agreement.~~
- ~~8.2.5 Provided that CLEC maintains, at its own expense, equipment and systems necessary at CLEC's end for the Parties to exchange directory assistance data in the Intermediate Record Format (IRF), negotiated and agreed upon by the Parties, as such format may be amended by further mutual agreement, all directory assistance data shall be provided in IRF. CLEC is not responsible for providing any equipment or systems on BellSouth's end in order for the Parties to exchange records using IRF.~~
- ~~8.2.6 Subject to amendments to the IRF that may be agreed to by the Parties, records exchanged using IRF shall include all identifiers and indicators currently used for processing Subscriber Listing Information ("SLI").~~
- ~~8.2.7 CLEC and BellSouth, upon mutual agreement, will designate a Technically Feasible point at which the data will be provided.~~
- ~~8.2.8 Directory Assistance Data Information Exchanges and Interfaces.~~
- ~~8.2.8.1 BellSouth shall provide to CLEC the following:~~
- ~~8.2.8.1.1 List of NPA-NXXs relating to the listing records being provided.~~
- ~~8.2.8.1.2 List of directory section names and their associated NPANXXs.~~
- ~~8.2.8.1.3 List of community names expected to be associated with each of the NPA-NXXs for which listing records are provided.~~

Exhibit JPG-1
CompSouth Proposed Contract Language

- ~~8.2.8.1.4 List of independent company names and their associated NPA-NXXs for which their listing data is included in BellSouth's listing data.~~
- ~~8.2.8.1.5 Identification of any area-wide or universal service numbers which may be listed.~~
- ~~8.2.8.1.6 Identification of the telephone number to be provided to callers outside the servicing area.~~
- ~~8.2.8.1.7 Identification of any listing condition(s) unique to BellSouth's serving area which may require special handling in data processing in the directory. Indented listings (Captions) must be identified and delivered and handled as specified.~~
- ~~8.2.9 BellSouth and CLEC shall exchange records using Network Data Mover (NDM), or another electronic transmission method on which the Parties may agree. BellSouth shall identify tracking information requirements (for example, use of header and trailer records for tracking date and time, cycle numbers, sending and receiving site codes, volume count for the given dataset).~~
- ~~8.2.10 BellSouth shall identify dates CLEC should not expect to receive daily update activity.~~

ISSUE 23: TRO – GREENFIELD AREAS

a) What is the appropriate minimum point of entry (“MPOE)? B) What is the appropriate language to implement BellSouth’s obligation, if any, to offer unbundled access to newly-deployed or “greenfield” fiber loops, including fiber loops deployed to the minimum point of entry of a multiple dwelling unit that is predominantly residential, and what, if any, impact does the ownership of the inside wiring from the MPOE to each end user have on this obligation?

BellSouth’s modifications to CompSouth’s proposed contract language appear in redline below, and are consistent with BellSouth witness Eric Fogle’s Direct Testimony.

2.1.2 Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User’s premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User’s premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU’s MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User’s premises.

2.1.2.1 In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide such FTTH and FTTC Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominantly residential regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU.

2.1.2.2 In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth will make those copper Loops available to CLEC on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC’s network disclosure requirements. In these cases, BellSouth will offer a 64kbps second voice grade channel over its FTTH/FTTC facilities. BellSouth’s retirement of copper Loops must comply with applicable law.

2.1.2.3 Furthermore, in FTTH/FTTC overbuild areas where BellSouth has not yet retired copper facilities, BellSouth is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by <<customer short name>>CLEC. If a request is received by BellSouth

Exhibit JPG-1
CompSouth Proposed Contract Language

for a copper Loop, and the copper facilities have not yet been retired, BellSouth will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in an FTTH/FTTC overbuild area, BellSouth's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval.

ISSUE 24: TRO- HYBRID LOOPS

What is the appropriate ICA language to implement BellSouth's obligation to provide unbundled access to hybrid loops?

BellSouth's modifications to CompSouth's proposed contract language appear in redline below, and are consistent with BellSouth witness Eric Fogle's Direct Testimony.

2.1.3

A hybrid Loop is a local Loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. BellSouth shall provide CLEC with nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid Loop, including DS1 and DS3 capacity under Section 251 where impairment exists, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's premises. ~~Where impairment does not exist, BellSouth shall provide such hybrid loop at just and reasonable rates pursuant to Section 271 at the rates set forth in Exhibit B. This access shall include access to all features, functions, and capabilities of the hybrid loop that are not used to transmit packetized information.~~

2.1.3.1

BellSouth shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or subloop, including the time division multiplexing-based features, functions, and capabilities of a hybrid loop, for which a requesting telecommunications carrier may obtain or has obtained access pursuant to this Attachment.

ISSUE 25: TRO- END USER PREMISES *Under the FCC's definition of a loop found in 47 C.F.R. § 51.319(a), is a mobile switching center or cell site an "end user customer's premises"?*

BellSouth accepts CompSouth's proposed language:

Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local loops under Section 251, except to the extent that CLEC may require loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.

ISSUE 26: TRO – ROUTINE NETWORK MODIFICATIONS

What is the appropriate ICA language to implement BellSouth's obligation to provide routine network modifications?

BellSouth's modifications to CompSouth's proposed contract language appear in redline below, and are consistent with BellSouth witness Eric Fogle's Direct Testimony.

1.9 Routine Network Modifications

1.9.1 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 C.F.R. § 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. ~~If BellSouth has anticipated such RNM and performs them under normal operations and has recovered the cost for performing such modifications through the rates set forth in Exhibit A., then BellSouth shall perform such RNM at no additional charge.~~ BellSouth shall make all routine network modifications RNMs to unbundled loop and transport facilities used by CLEC at CLEC's request where the requested loop and/or transport facility has already been constructed. BellSouth shall perform these routine network modifications RNMs to facilities in a non-discriminatory fashion, without regard to whether the loop or transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. ~~If BellSouth has anticipated such RNM and performs them under normal operations and has recovered the cost for performing such modifications through the rates set forth in Exhibit A., then BellSouth shall perform such RNM at no additional charge.~~ A routine network modification RNM is an activity that BellSouth regularly undertakes for its own customers. ~~Routine network modifications~~ RNMs include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack (for loops); installing a repeater shelf; adding a line card (for loops); ~~and~~ deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that BellSouth ordinarily attaches to a DS1 loop to activate such loop for ~~or transport facility to serve its own customers.~~ Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. ~~RNMs~~ routine network modifications do not include the construction of a new loop, or the installation of new aerial or buried cable for a CLEC.

1.9.2 ~~BellSouth shall perform routine network modifications pursuant to the existing non-recurring charges and recurring rates ordered by the state commission for the loop and transport facilities set forth in Exhibit A and not at an additional charge. RNM shall be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 of this Agreement except to the extent such RNM were anticipated in the setting of such intervals. Upon request of CLEC, BellSouth shall demonstrate that such RNM were not anticipated in the setting of such intervals. If BellSouth ~~has~~ believes that it has not anticipated a requested network modification as being a RNM and has not recovered the costs of such RNM in the rates set forth in Exhibit A, then CLEC must submit a LSR to have the work performed. Each request ~~such request~~ will be handled as a project on an individual case basis until such time as BellSouth incorporates such RNM into its normal operations and develops a charge for such RNM that is included in this Agreement by Amendment hereto. If <<customer short name>> believes that a RNM should be incorporated into BellSouth's normal operations and BellSouth disagrees with such determination the dispute shall be resolved pursuant to the resolution of disputes provision of the General Terms and Conditions. BellSouth will provide a price quote for the request and, upon receipt of payment from CLEC, BellSouth shall perform the RNM. If <<customer short name>> believes that BellSouth's firm price quote is not consistent with the requirements of the Act, either Party may seek dispute resolution in accordance with the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement. While the dispute is pending, <<customer short name>> shall have the option of requesting BellSouth to perform the RNM subject to a retroactive pricing true-up upon an effective Commission order resolving the dispute. The Parties agree that subsequent trueups may result from multiple rounds of appellate or reconsideration decision, should the relevant Party pursue such appeals/reconsiderations/review and prevail. BellSouth will provide a cost study upon request after the firm quote. BellSouth can seek resolution from the state commission. However, in the interim, BellSouth will perform the RNM at the existing recurring and non-recurring rates associated with the provision of the loop or transport facility. There may not be any double recovery or retroactive recovery of these costs.~~

ISSUE 27: TRO – RNM (Pricing)

What is the appropriate process for establishing a rate, if any, to allow for the cost of a routine network modification that is not already recovered in the Commission-approved recurring or non-recurring rates? What is the appropriate language, if any, to incorporate into the ICAs?

See Issue 26 for BellSouth proposed contract language.

ISSUE 28: TRO – FIBER TO THE HOME

What is the appropriate language, if any, to address access to overbuild deployments of fiber to the home and fiber to the curb facilities?

See Issue 23 for CompSouth proposed contract language.

See Issue 23 for BellSouth proposed contract language.

ISSUE 29: TRO-EEL Audits

What is the appropriate ICA language to implement BellSouth's EEL audit rights, if any, under the TRO?

CompSouth notes that Issue 29 is limited to the question of "EELs audits." The issue of implementation of EELs "service eligibility criteria is also a critical TRO implementation issue. CompSouth includes proposed language on that issue here because EELs eligibility criteria are not otherwise identified as an issue in the Issues List.

CompSouth proposes language that is not related to an issue in this proceeding, thus such language must be disregarded. All parties had sufficient opportunity to propose additional issues for this proceeding.

EELs Audit provisions

~~5.3.4.3 BellSouth may, on an annual basis and only based upon good and sufficient cause, conduct an audit CLEC's records in order to verify material compliance with the high capacity EEL eligibility criteria. To invoke its limited right to audit, BellSouth will send a Notice of Audit to CLEC, identifying the particular circuits for which BellSouth alleges non-compliance and the cause upon which BellSouth rests its allegations. The Notice of Audit shall also include all supporting documentation upon which BellSouth establishes the cause that forms the basis of BellSouth's allegations of noncompliance. Such Notice of Audit will be delivered to CLEC with all supporting documentation no less than thirty (30) calendar days prior to the date upon which BellSouth seeks to commence an audit. For purposes of this Section, an "annual basis" means a consecutive 12-month period, beginning upon BellSouth's written notice that an audit will be performed for a {state}.~~

5.3.4.4 The audit shall be conducted by a third party independent auditor, mutually agreed upon by the Parties and retained and paid for by BellSouth. The audit shall commence at a mutually agreeable location (or locations) no sooner than thirty (30) calendar days after the parties have reached agreement on the auditor. The audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) which will require the auditor to perform an "examination engagement" and issue an opinion regarding CLEC's compliance with the high capacity EEL eligibility criteria. AICPA standards and other AICPA requirements will be used related to determining the independence of an auditor, shall govern the audit of requesting carrier compliance. The concept of materiality governs this audit; The independent auditor's report will conclude whether or the extent to which CLEC complied in all material respects with the applicable service eligibility criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.

5.3.4.5 To the extent the independent auditor's report ~~concludes that CLEC finds material non-compliance~~ failed to comply with the service eligibility criteria, BellSouth may file a complaint with the Commission pursuant to the dispute resolution process as set forth in this Agreement. In the event BellSouth prevails, CLEC must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis.

5.3.4.6 To the extent the independent auditor's report concludes that CLEC failed to comply in ~~any~~ all material respects with the service eligibility criteria, CLEC shall reimburse BellSouth for the cost of the independent auditor, ~~reasonable and demonstrable cost of the independent auditor~~. Similarly, ~~if~~ to the extent the independent auditor's report concludes that CLEC did comply in all material respects with the service eligibility criteria, BellSouth will reimburse CLEC for its reasonable and demonstrable costs associated with the audit, including, among other things, staff time. CLEC will maintain appropriate documentation to support its certifications. The Parties shall provide such reimbursement within thirty (30) calendar days of receipt of a statement of such costs.

EELS Eligibility Criteria

~~5.3~~ Enhanced Extended Links (EELs)

~~5.3.1 EELs are combinations of Loops and Dedicated Transport as defined in this Attachment, together with any facilities, equipment, or functions necessary to combine those Network Elements. BellSouth shall provide CLEC with EELs where the underlying Network Element are available and are required to be provided pursuant to this Agreement and in all instances where the requesting carrier meets the eligibility requirements, if applicable.~~

~~5.3.2 High capacity EELs are (1) combinations of Loop and Dedicated Transport, (2) Dedicated Transport commingled with a wholesale loop, or (3) a loop commingled with wholesale transport at the DS1 and/or DS3 level as described in 47 C.F.R. § 51.318(b).~~

~~5.3.3 By placing an order for a high capacity EEL, CLEC thereby certifies that the service eligibility criteria set forth herein are met for access to a converted high capacity EEL, a new high capacity EEL, or part of a high capacity commingled EEL as a UNE. BellSouth shall have the right to audit CLEC's high capacity EELs as specified below.~~

~~5.3.4~~ Service Eligibility Criteria

~~5.3.4.1 High capacity EELs are Combinations of loops and transport as described in 47 CFR Section 51.318(b). EELs consisting of DS0 loops with higher capacity transport, or with DS0 transport are not "high capacity EELs" and are not required to meet the service eligibility criteria set forth in Section 5.3.4. High capacity EELs must comply with the following service eligibility requirements. CLEC must certify for each high capacity EEL that all of the following service eligibility criteria are met:~~

Exhibit JPG-1
CompSouth Proposed Contract Language

- ~~5.3.4.1.1 CLEC has received state certification to provide local voice service in the area being served;~~
- ~~5.3.4.2 For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1 equivalent circuit on a fully utilized DS3 EEL:~~
 - ~~5.3.4.2.11) Each circuit to be provided to each End User will be assigned a local number prior to the provision of service over that circuit;~~
 - ~~5.3.4.2.22) Each DS1 equivalent circuit on a fully utilized DS3 EEL must have its own local number assignment so that each fully utilized DS3 must have at least twenty eight (28) local voice numbers assigned to it;~~
 - ~~5.3.4.2.33) Each circuit to be provided to each End User will have 911 or E911 capability prior to provision of service over that circuit;~~
 - ~~5.3.4.2.44) Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of 47 C.F.R. § 51.318(e); if the EEL is commingled with a wholesale service, the wholesale service must terminate at the collocation arrangement;~~
 - ~~5.3.4.2.55) Each circuit to be provided to each End User will be served by an interconnection trunk over which CLEC will transmit the calling party's number in connection with calls exchanged over the trunk;~~
 - ~~5.3.4.2.66) For each twenty four (24) DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one (1) active DS1 local service interconnection trunk over which CLEC will transmit the calling party's number in connection with calls exchanged over the trunk; CLEC is not required to associate the individual EEL collocation termination point with a local interconnection trunk in the same wire center; and~~
 - ~~5.3.4.2.77) Each circuit to be provided to each End User will be served by a switch capable of switching local voice traffic.~~
 - ~~5.3.4.2.8 For a new circuit to which Section 5.3.4.2.3 applies, CLEC may initiate the ordering process if CLEC certifies that it will not begin to provide any service over that circuit until a local telephone number is assigned and 911/E911 capability is provided. In such case, CLEC shall satisfy EEL eligibility criteria if it assigns the required local telephone number(s) and implements 911/E911 capability within 30 days after BellSouth provisions such new circuit.~~
 - ~~5.3.4.2.9 CLEC may provide the required certification by sending a confirming letter to BellSouth on a blanket basis. A disconnect notice for any single circuit shall be sufficient to constitute notification to BellSouth that a blanket certification for multiple circuits that were part of a single order has been modified. In addition, CLEC may provide written notification from time to time, or will provide written confirmation in response to a request from BellSouth made no more often than once each calendar year, certifying that CLEC's EELs circuits satisfy all of the eligibility criteria set out above.~~

~~5.3.4.2.10 Existing circuits, including conversions or migrations, are governed by Section~~

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ISSUE 31: ISP Remand Core Forbearance Order

What language should be used to incorporate the FCC's ISP Remand Core Forbearance Order into interconnection agreements?

The FCC's Core Forbearance Order requires that reciprocal compensation provisions delete references to the "new markets" and "growth cap" restrictions that were part of the FCC's ISP Remand Order. CompSouth proposes that such deletions be made from the reciprocal compensation provisions of BellSouth's ICAs.

BellSouth addressed this issue in the testimony of Ms. Tipton.

ISSUE 32: General Issue

How should determinations made in this proceeding be incorporated into existing § 252 interconnection agreements?

CompSouth does not propose contract language associated with this Issue. Issue 32 is a legal/procedural issue to be determined by the Commission this proceeding.

Generic Issue 33*: Line Conditioning:

(a) How should Line Conditioning be defined in the Agreement? (B) What should BellSouth's obligations be with respect to Line Conditioning? (b) Should the Agreement contain specific provisions limiting the availability of Line Conditioning to copper loops of 18,000 feet or less? (c) Under what rates, terms and conditions should BellSouth be required to perform Line Conditioning to remove bridged taps?

BellSouth's modifications to CompSouth's proposed contract language appear in redline below, and are consistent with BellSouth witness Eric Fogle's Direct Testimony.

Line Conditioning

~~2.5.1 BellSouth shall perform line conditioning in accordance with FCC 47 C.F.R. 51.319 (a)(1)(iii). Line Conditioning is as defined in FCC 47 C.F.R. 51.319 (a)(1)(iii)(A). Insofar as it is technically feasible, BellSouth shall test and report troubles for all the features, functions, and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only.~~

Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth's TR 73600 Unbundled Local Loop Technical Specification.

~~2.5.2 BellSouth will remove load coils on copper loops and subloops of any length at the rates set forth in Exhibit A.~~

BellSouth will remove load coils only on copper Loops and Subloops that are less than eighteen thousand (18,000) feet in length.

2.5.3 Any copper loop being ordered by CLEC which has over 6,000 feet of combined bridged tap will be modified, upon request from CLEC, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to CLEC. Line conditioning orders that require the removal of other bridged tap will be performed at the rates set forth in Exhibit A of this Attachment that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Exhibit A.

2.5.1 ~~customer short name~~ CLEC may request removal of any unnecessary and non-excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to BellSouth's SC Process as mutually agreed to by the Parties.

2.5.2 Rates for ULM are as set forth in Exhibit A.

2.5.3 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.

2.5.4 If ~~customer short name~~ CLEC requests ULM on a reserved facility for a new Loop order, BellSouth may perform a pair change and provision a different Loop facility in lieu of the reserved facility with ULM if feasible. The Loop provisioned will meet or exceed specifications of the requested Loop facility as modified. ~~customer short name~~ CLEC will not be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the Loop provisioned.

2.5.5 ~~customer short name~~ CLEC shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that ~~customer short name~~ CLEC desires BellSouth to condition.

2.5.6 When requesting ULM for a Loop that BellSouth has previously provisioned for ~~customer short name~~ CLEC, ~~customer short name~~ CLEC will submit a SI to BellSouth. If a spare Loop facility that meets the Loop modification specifications requested by ~~customer short name~~ CLEC is available at the location for which the ULM was requested, ~~customer short name~~ CLEC will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of providing ULM, ~~customer short name~~ CLEC will not be charged for ULM but will only be charged the service order charges for submitting an order.

Exhibit JPG-1
CompSouth Proposed Contract Language

~~2.5.4 CLEC may request removal of any unnecessary and non-excessive bridged tap (bridged tap between 0 and 2,500 feet which serves no network design purpose), at rates set forth in Exhibit A.~~