

State of Florida



Public Service Commission

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TALLAHASSEE, FLORIDA 32399-0850

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DATE: October 20, 2005

TO: Director, Division of the Commission Clerk & Administrative Services (Bayó)

FROM: Office of the General Counsel (Banks, Susac) *PPB BK*
Division of Competitive Markets & Enforcement (Vinson, Dowds) *MSJ*

RE: Docket No. 041338-TP- Joint petition by ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom d/b/a Grapevine; Birch Telecom of the South, Inc. d/b/a Birch Telecom and d/b/a Birch; DIECA Communications, Inc. d/b/a Covad Communications Company; Florida Digital Network, Inc.; LecStar Telecom, Inc.; MCI Communications, Inc.; and Network Telephone Corporation ("Joint CLECs") for generic proceeding to set rates, terms, and conditions for hot cuts and batch hot cuts for UNE-P to UNE-L conversions and for retail to UNE-L conversions in BellSouth Telecommunications, Inc. service area.

Docket No. 040301-TP- Complaint of Supra Telecommunications and Information Systems, Inc. against BellSouth Telecommunications, Inc.

AGENDA: 11/01/05 – Regular Agenda – Proposed Agency Action – Interested Persons May Participate- Decision Prior to Hearing

COMMISSIONERS ASSIGNED: All Commissioners

PREHEARING OFFICER: Bradley

CRITICAL DATES: None

SPECIAL INSTRUCTIONS: None

FILE NAME AND LOCATION: S:\PSC\GCL\WP\041338.RCM.DOC

DOCUMENT NUMBER-DATE

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Case Background

On June 23, 2004, Supra Telecommunications and Information Systems, Inc. (Supra) filed its Amended Petition for Arbitration¹ with BellSouth Telecommunications, Inc. (BellSouth). The matter was eventually set a one-day hearing scheduled for December 2, 2004.

On November 23, 2004, ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom d/b/a Grapevine; Birch Telecom of the South, Inc. d/b/a Birch Telecom and d/b/a Birch; DIECA Communications, Inc. d/b/a Covad Communications Company; Florida Digital Network, Inc. d/b/a FDN Communications; LecStar Telecom, Inc.; MCI Communications, Inc.; and Network Telephone Corporation (Joint CLECs) filed a petition for a generic proceeding to set rates, terms and conditions for hot cuts and batch hot cuts for UNE-P (Unbundled Network Element-Platform) to UNE-L (Unbundled Network Element-Loop) conversions and for retail to UNE-L conversions in BellSouth Telecommunications, Inc.'s service area.

On November 29, 2004, BellSouth filed an Emergency Motion for Continuance of the hearing in Docket No. 040301-TP. In addition to asking the Commission for a continuance, BellSouth also requested that this docket be consolidated with Docket No. 041338-TP. BellSouth's Motion was granted in part, as to the request for continuance, by Order No. PSC-04-1180-PCO-TP, issued on November 30, 2004.

On February 8, 2005, Order No. PSC-05-0157-PCO-TP was issued. The Order, among other things, granted BellSouth's Emergency Motion for Continuance and consolidation of Docket Nos. 040301-TP and 041338-TP.

On April 20, 2005, the Order Establishing Procedure (OEP) was issued². The OEP provided that the hearing in this case would be bifurcated. Specifically, Issues 1-23, which address rates, terms and conditions for UNE-P to UNE-L conversions, were scheduled to be addressed in the October 2005 (Phase I) hearing. Because the parties advised Commission staff that Issues 24-26, which address rates, terms and conditions for line sharing and line splitting to UNE-L conversions, would likely be resolved informally, the OEP provided that the parties would have 60 days from the date of the OEP to negotiate Issues 24-26.

The parties have conducted negotiations in an attempt to resolve the issues in Phase I and Phase II of this proceeding. From July 20 to August 16, 2005, the parties filed several motions seeking continuance of this case and all were granted.

On September 30, 2005, on behalf of all parties, BellSouth filed a Joint Motion to Approve Stipulation. All issues in Phase I have been resolved by the parties with the exception of Issue 7. The parties are continuing to negotiate a resolution to Issue 7 as well as Phase II of this proceeding and will provide an update on the status of these items by October 31, 2005. The stipulation reached by the parties address the rates, terms and conditions for conversions, also

¹ Order No. PSC-04-0752-PCO-TP, issued August 4, 2004, determined that Supra's allegations arise from language in an existing agreement and therefore, as a procedural matter, will be processed as a complaint instead of an arbitration.

² The Order Establishing Procedure was amended by Order No. PSC-05-0433A-PCO-TP, which corrected the issues to be addressed in Phase I and Phase II of this proceeding.

Docket Nos. 041338-TP and 040301-TP
Date: October 20, 2005

known as hot cuts, of lines from one provider to another. The stipulation also addresses both single line conversions as well as multiple line conversions, which are known as batch hot cuts, or bulk migrations. This recommendation addresses whether the Joint Motion to Approve Stipulation should be approved.

Jurisdiction

The Commission is vested with jurisdiction in this matter pursuant to Sections 364.161 and 364.162, Florida Statutes, which authorize the Commission to arbitrate unbundling disputes, as well as disputes involving rates, terms and conditions within interconnection agreements.

Discussion of Issues

Issue 1: Should the Commission grant the Joint Motion Seeking Approval of Stipulation?

Recommendation: Yes. Staff recommends that the Commission grant the Joint Motion, thereby approving the Stipulation set forth in Attachment A to this recommendation. (BANKS, SUSAC, DOWDS, VINSON)

Analysis: Staff believes granting the Joint Motion and approving the Stipulation is in the best interest of the public because the rates, terms and conditions appear to be fair and reasonable.

Position of the Parties

In the Joint Motion, the parties request that the Commission adopt the resolutions contained in the stipulation as final Commission decisions on the issues as set forth in Attachment A. Key provisions of the stipulation include:

- The stipulation resolves all but one of the Phase I issues; however, the parties are continuing negotiations in an attempt to achieve resolution of the remaining issue.
- The hot cut processes allow Competitive Local Exchange Companies (CLECs) to order loops directly to a third party's collocation arrangement.
- BellSouth's CLEC-to-CLEC conversion processes now allow CLECs to convert from a UNE-P OCN (Operating Company Number) to a UNE-L OCN. The OCNs may be the same or different and may belong to a CLEC's affiliate or subsidiary.
- The parties have agreed that the maximum total number of hot cuts BellSouth should perform is limited to 200 conversions per day per central office, and hot cuts will be performed on a first-come, first-served basis.
- The parties have agreed on a set of non-recurring rates (contained in Appendix 3 to the stipulation) applicable to individual and batch hot cut scenarios. These rates will be available to any Florida CLEC, upon execution of an amendment to the CLEC's interconnection agreement. These rates will remain in effect for three years from their implementation.
- The parties have agreed that BellSouth maintains a list of first level edits that result in a bulk migration request being rejected back to the CLEC.
- The parties agree that no modifications to BellSouth's SEEMs or SQM need to be made due to actions in this docket.
- The Supra-specific issues originally raised in Docket No. 040301-TP have been voluntarily dismissed by BellSouth and Supra.

Discussion

Staff recommends granting the Joint Motion to Approve Stipulation. Staff agrees that it is in the parties' best interest for the issues in this docket to be resolved amicably. Moreover, approval of the Joint Motion appears to be fair and reasonable.

Specifically, BellSouth agrees to conduct testing with any interested CLEC to explore the feasibility of additional methods of hot cuts for lines served by IDLC (Integrated Digital Loop Carrier). Additionally, BellSouth agrees not to oppose a change control request to have multiple loop types on a bulk request. In regards to rates, the parties agree that the rate structure for hot cuts shall not differ based on whether a service converted from UNE-P is provisioned with IDLC, copper, or UDLC. To the extent that a CLEC submits conversion orders in a timely manner to meet the March 10, 2006, deadline and delays are attributed to BellSouth, BellSouth will continue to bill any affected UNE-P circuits at the Federal Communications Commission's transition rates until the requested conversion is completed.

Further, the parties stipulate that the non-recurring rates set forth in the Attachment A will be applicable to individual and batch hot cut conversions. BellSouth will make these rates available to any certificated Florida CLEC who has a current interconnection agreement and has adopted this entire stipulation.

Accordingly, staff recommends that the Commission grant the Joint Motion, thereby approving the Stipulation set forth in Attachment A to this recommendation.

Docket Nos. 041338-TP and 040301-TP
Date: October 20, 2005

Issue 2: Should these dockets be closed?

Recommendation: No. If no person whose substantial interests are affected by the proposed agency action files a protest within 21 days of the issuance of the order, the order will become final upon the issuance of a consummating order. However, this docket should remain open pending resolution of the unresolved issues in this case. If the parties fail to resolve the issues that remain, staff will bring this matter back before the Commission for resolution. (BANKS, SUSAC)

Staff Analysis: If no person whose substantial interests are affected by the proposed agency action files a protest within 21 days of the issuance of the order, the order will become final upon the issuance of a consummating order. However, this docket should remain open pending resolution of the unresolved issues in this case. If the parties fail to resolve the issues that remain, staff will bring this matter back before the Commission for resolution.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition for Generic Proceeding to Set Rates, Terms, and Conditions for Batch Hot Cuts for UNE-P to UNE-L Conversions and for ILEC to UNE-L Conversions in the BellSouth Telecommunications, Inc. Service Area)	Docket No. 041338-TP
)	
)	Filed: September 30, 2005
)	

JOINT MOTION TO APPROVE STIPULATION

On behalf of all the Parties, BellSouth Telecommunications, Inc. ("BellSouth") files this Joint Motion to Approve Stipulation ("Joint Motion").¹ The Parties hereby acknowledge that nothing in the stipulated resolutions proposed in this Joint Motion shall be admissible against, or prejudice in any way, any position or defense a party may wish to pursue in Phase II of this docket. The Parties request that the Commission adopt these resolutions as final Commission decisions on the issues set forth below:

Issue 1: Is BellSouth's current implementation of its "8 methods" of hot cuts for lines served by IDLC appropriate? If not, what hot cut process modifications should be required?

The Parties agree that BellSouth's current "8 methods" of hot cuts for lines served by IDLC are appropriate. Those "8 methods" are described in Appendix 1 hereto. Further, BellSouth agrees to conduct testing with any interested CLEC to explore the feasibility of an additional method(s) of hot cuts for lines served by IDLC. If that testing is successful, the interested CLEC agrees to utilize the New Business Request (NBR) or Bona Fide Request ("BFR") process, as appropriate, and as set forth in that CLEC's Interconnection Agreement with BellSouth in order to develop rates, terms and conditions for the additional method(s).

¹ The Parties have not yet been able to reach agreement on Issue 7 but continue to have settlement discussions. Thus, Issue 7 has been intentionally excluded from this Stipulation.

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Issue 2: Should a CLEC be permitted to select the implementation method BellSouth uses to perform a UNE-P or Retail to UNE-L conversion for lines served by IDLC?

The Parties agree that BellSouth will determine the implementation method for conversions of lines served by IDLC. However, when a CLEC submits a service order to convert an existing UNE-P, Resale, or BellSouth Retail circuit to an SL1 UNE-L circuit and the UNE-P, Resale, or BellSouth Retail circuit is on an IDLC facility, then BellSouth will make best efforts to provision the CLEC's service order as an SL1 UNE-L utilizing the provisioning Alternatives 1, 2 and 3 (as described in Appendix 1). Nothing herein prevents a CLEC from utilizing the facilities reservation process for individual and bulk migrations. In the event that Alternatives 1, 2 and 3 are not technically feasible or physically available in a given instance then BellSouth will advise the CLEC of such. BellSouth will take no further action on that service order unless the CLEC directs otherwise consistent with the following paragraph.

If the CLEC still wishes to move forward with a conversion of that UNE-P, Resale, or BellSouth Retail circuit, then the CLEC will submit either an SL2 UNE-L service order or request special construction, pursuant to Stipulated Methods 7 or 8 (as described in Appendix 1) and under the applicable BellSouth tariffs, as appropriate, and will pay the applicable rate(s) for the service ordered.

Issue 3: What impacts, if any, are there on recurring UNE-L rates depending on which implementation method is used to perform a UNE-P to UNE-L or Retail to UNE-L conversion for a line served by IDLC?

The Parties agree that existing monthly recurring rates for SL1 loops, SL2 loops, 2-wire ADSL compatible loops, and 4-wire DS1 digital loops are not changed by the stipulated resolutions herein.

Issue 4: Should BellSouth's rate structure for hot cuts differentiate between hot cuts (whether UNE-P or Retail) to UNE-L conversions where the UNE-P is provisioned with

IDLC, as opposed to a copper loop or UDLC? If so, what is the appropriate rate structure, and what, if any, changes are appropriate to the recurring rates?

The Parties agree that the rate structure for hot cuts shall not differ based on whether a service converted from UNE-P is provisioned with IDLC, copper, or UDLC. Applicable SL1, SL2, or special construction non-recurring rates will apply as described in Issue 2 above.

Issue 5: What is a reasonable interval for BellSouth to complete an individual hot cut and a batch hot cut for each of the scenarios as set forth in the Order Establishing Procedure dated April 20, 2005, as amended?

The Parties agree that existing BellSouth individual and batch hot cut intervals, as set forth in the BellSouth Interval Guide², will apply to the scenarios described in Issue 5.

Issue 6(a): Should BellSouth's batch hot cut process allow for CLECs to connect loops directly to third party switches?

BellSouth agrees that the individual and batch hot cut processes should allow CLECs to order loops directly to a third party's collocation arrangement. This process will require the execution of a blanket Letter of Authorization (LOA) substantially in the form attached in Appendix 2. One CLEC may by LOA authorize another CLEC to perform duties or carry out functions narrower in scope or greater in scope than those described in the sample Appendix 2, provided that BellSouth is apprised of all pertinent information through the LOA and the terms of such LOA are generally consistent with Appendix 2.

Issue 6(b): Should BellSouth's CLEC-to-CLEC conversion process allow for any one CLEC entity to convert customers from a UNE-P OCN to a UNE-L OCN belonging to the same entity, regardless of whether or not the OCNs are the same or different?

BellSouth's existing CLEC-to-CLEC conversion process for UNE-P to UNE-L allows for any one CLEC entity to convert customers from a UNE-P OCN to a UNE-L OCN belonging

² http://interconnection.bellsouth.com/guides/leo/bbrlo_releases/18_0/docs/180-8.pdf

to the same entity, regardless of whether or not the OCNs are the same or different. A CLEC can also use the CLEC-to-CLEC conversion process for UNE-P to UNE-L to convert customers from a UNE-P OCN to a UNE-L OCN belonging to an affiliate or subsidiary of that CLEC.

Issue 6(c): Should BellSouth's CLEC-to-CLEC conversion process allow for any one CLEC to convert its existing UNE-P lines to UNE-L using the same OCN for single customer orders or as a bulk conversion for multiple customers?

BellSouth's existing CLEC-to-CLEC conversion process for UNE-P to UNE-L allows for any one CLEC to convert its existing UNE-P lines to UNE-L using the same OCN for single customer orders. Further, BellSouth's existing CLEC-to-CLEC conversion process for UNE-P to UNE-L allows for any one CLEC to convert its existing UNE-P lines to UNE-L using the same OCN for a bulk conversion for multiple customers.

Issue 7: Intentionally Excluded

Issue 8: What is the maximum number, if any, of hot cut conversions BellSouth should be required to perform:

- a) for any given CLEC
- b) for any given day
- c) for any given wire center?

The Parties agree that the maximum number of hot cuts BellSouth should perform (for all CLECs combined) is limited to 200 conversions per central office per day. Further, BellSouth will allow a single CLEC to have all the available hot cuts in a central office per day. BellSouth has completed the necessary systems changes to remove the edit that prevented a CLEC from ordering more than 125 conversions in a central office per day.

To the extent that a CLEC submits conversion orders in such a manner so as to ensure that the conversions are completed by the March 10, 2006 deadline and in a manner that does not exceed BellSouth's central office caps of 200 per day per central office for UNE loops, and there

are failures/delays in conversions due to issues that are the responsibility of BellSouth, and such issues cause the CLEC's requested UNE-P conversions to be delayed beyond the March 10, 2006 transition period end date, BellSouth will continue to bill any affected UNE-P circuits for which the CLEC requested conversion at the FCC's transition rates until such time as the requested conversion can be completed. Failures and delays do not include Pending Facility ("PF") issues.

Issue 9: If there is a maximum number of conversions, should they be done on a first request, first served basis, or some other basis to avoid discrimination against any given CLEC?

The Parties agree that conversions should be handled on a first-come, first-served basis.

Issue 10: When a bulk migration is submitted to BellSouth, what are the first level edits that result in the entire bulk migration request to be rejected back to the CLEC? Where is the BellSouth documentation that supports this process and list of specific level 1 edits?

The Parties agree that BellSouth maintains a list (on the BellSouth website) of the first level (fatal) edits that result in a bulk migration request being rejected back to the CLEC.

Issue 11: Should a single CLEC's bulk conversion request be required to consist of a single UNE-L type?

BellSouth agrees not to oppose, as out of the Change Control Process (CCP) scope, a CLEC request made in the CCP to have multiple loop types on a bulk request.

Issue 12: Should CLECs be able to submit the Facilities Reservation Number (FRN) with the UNE-L types any time within the 96-hour reservation identification period?

CLECs can submit the Facilities Reservation Number (FRN) with the UNE-L types any time within the 96-hour reservation period. BellSouth has removed from its documentation the reference to a 24-hour period.

Issue 13: Should BellSouth provide each CLEC acknowledgements of the Firm Order Confirmation (FOC), Service Order Completion (SOC), Billing Completion Notifier, Jeopardies, and Rejects via the primary ordering gateway of that CLEC?

BellSouth provides each CLEC acknowledgment of the FOC, SOC, Billing Completion Notifier, Jeopardies, and Rejects via the primary ordering gateway of that CLEC. In other words, a CLEC will receive a response from BellSouth in the same manner/format in which the CLEC sent it to BellSouth.

Issue 14: Should BellSouth be allowed to unilaterally change a FOC date? If so, what rate should the CLEC pay if the conversion is performed after the CLEC's requested FOC date?

After BellSouth's initial FOC response to the CLEC, BellSouth does not, and will not, unilaterally change an FOC date, nor does BellSouth change FOC dates to avoid the application of SEEMs penalties.

Issue 15: What are the appropriate nonrecurring rates, if any, that apply for an individual hot cut and a batch hot cut:

The Parties stipulate that the non-recurring rates set forth in Appendix 3 hereto are applicable for the individual and batch hot cut scenarios, described in Issue 15. BellSouth will make these rates available to any certificated Florida CLEC with whom BellSouth has an active Interconnection Agreement (ICA) upon that CLEC's agreement and execution of an amendment to the parties' ICA to adopt the entirety of this Stipulation. BellSouth may not require that implementation of the stipulated resolution of these issues be contingent on resolution of any other current or future dispute or negotiation with a CLEC; however, BellSouth and a CLEC may mutually agree to implementation in conjunction with other issues. The rates in Appendix 3 will be available and effective for a period of three years from implementation. Nothing in the stipulated resolutions of the issues in this proceeding shall constitute a waiver of, or be

admissible against or prejudice in any way any position or defense a party may wish to take in, any dispute or claims filed prior to or arising from events prior to this stipulation. Further, nothing herein affects any Party's rights to pursue a separate docket regarding the rates, terms and conditions for BellSouth's disconnect charges.

Issue 16: For batch hot cuts (i.e., bulk orders) consisting of a quantity of "n" orders, should BellSouth be allowed to charge more than one "First" NRC charge, and n-1 "Additional" NRC charges for that bulk order regardless of loop service address, copper/UDLC served UNE-P loop, and IDLC served UNE-P loop?

The Parties agree that first and additional charges apply on an Earning Account Telephone Number (EATN) basis.

Issue 17: This issue has been moved to Phase II of the docket.

Issue 18: When should the recurring and nonrecurring rates established in this proceeding take effect?

Absent a true-up expressly agreed to between BellSouth and a particular Party, the Parties agree that the non-recurring rates stipulated herein will have prospective effect only and will be effective once incorporated into existing Interconnection Agreements.

Issue 19: Are BellSouth's existing SEEMs and SQMs affected by the resolution of any of the issues in this docket? If so, what modifications, if any, should be made to those existing SEEMs and SQMs?

The Parties agree that no modifications to SEEMs and/or SQMs are needed, or will be made, as a result of the issues in this docket.

Issue 20: Under the parties' existing interconnection agreement, what nonrecurring rate, if any, applies for a hot cut from UNE-P to UNE-L, where the lines being converted are served by copper or UDLC, for (a) SL1 loops and (b) SL2 loops?

This issue is specific to Supra and BellSouth only and has been voluntarily dismissed by them.

Issue 21: Under the parties' existing interconnection agreement, what nonrecurring rate, if any, applies for a hot cut from UNE-P to UNE-L, where the lines being converted are not served by copper or UDLC, for (a) SL1 loops and (b) SL2 loops?

This issue is specific to Supra and BellSouth only and has been voluntarily dismissed by them.

Issue 22: Should a new nonrecurring rate be created that applies for a hot cut from UNE-P to UNE-L, where the lines being converted are served by copper or UDLC, for (a) SL1 loops and (b) SL2 loops? If so, what should such nonrecurring rates be?


This issue is specific to Supra and BellSouth only and has been voluntarily dismissed by them.

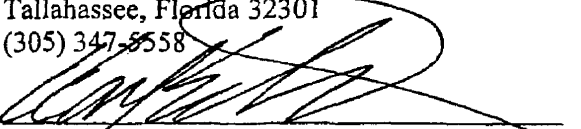
Issue 23: Should a new nonrecurring rate be created that applies for a hot cut from UNE-P to UNE-L, where the lines being converted are not served by copper or UDLC, for (a) SL1 loops and (b) SL2 loops? If so, what should such nonrecurring rates be?

This issue is specific to Supra and BellSouth only and has been voluntarily dismissed by them.

Respectfully submitted this 30th day of September 2005.

BELLSOUTH TELECOMMUNICATIONS, INC.


NANCY B. WHITE
c/o Nancy Sims
150 South Monroe Street, Suite 400
Tallahassee, Florida 32301
(305) 347-8558


R. DOUGLAS LACKEY
E. EARL EDENFIELD JR.
675 West Peachtree Street
Suite 4300
Atlanta, Georgia 30375
(404) 335-0763

APPENDIX 1

BellSouth provides access to such IDLC loops via the following methods:

Alternative 1: If sufficient physical copper pairs are available, BellSouth will reassign the loop from the IDLC system to a physical copper pair.

Alternative 2: Where the loops are served by Next Generation Digital Loop Carrier ("NGDLC") systems, BellSouth will "groom" the integrated loops to form a virtual Remote Terminal ("RT") arranged for universal service (that is, a terminal which can accommodate both switched and private line (non-switched) circuits). "Grooming" is the process of arranging certain loops (in the input stage of the NGDLC) in such a way that discrete groups of multiplexed loops may be assigned to transmission facilities (in the output stage of the NGDLC). Both of the vendors providing NGDLC systems currently approved for use in BellSouth's network have "grooming" capabilities.

Alternative 3: BellSouth will remove the loop distribution pair from the IDLC and re-terminate the pair to spare Universal Digital Loop Carrier ("UDLC") equipment in the loop feeder route or Carrier Serving Area ("CSA"). For two-wire Integrated Services Digital Network ("ISDN") loops, the UDLC facilities will be made available through the use of Conklin BRITEmux or Fitel-PMX 8uMux equipment.

Alternative 4: BellSouth will remove the loop distribution pair from the IDLC and re-terminate the pair to utilize existing Integrated Network Access ("INA") systems or other existing IDLC that terminates on Digital Cross-connect System ("DCS") equipment. BellSouth will thereby route the requested unbundled loop channel to a channel bank where it can be de-multiplexed for delivery to the requesting CLEC or for termination in a DLC channel bank in the central office for concentration and subsequent delivery to the requesting CLEC.

Alternative 5: When IDLC terminates at a switch peripheral that is capable of serving "side-

door/hairpin” capabilities, BellSouth will remove the loop distribution pair from the IDLC and re-terminate the pair to a spare IDLC pair to utilize this switch functionality. The loop will be terminated directly into the switch while the “side-door/hairpin” capabilities allow the loop to be provided individually to the requesting CLEC.

Alternative 6: If a given IDLC system is not served by a switch peripheral that is capable of side-door/hairpin functionality, BellSouth will move the IDLC system to switch peripheral equipment that is side-door capable. Every DS1 in the DLC system must be moved to the new switch peripheral.

Alternative 7: BellSouth will install and activate new UDLC facilities or NGDLC facilities and then move the requested loop from the IDLC to these new facilities. In the case of UDLC, if growth will trigger activation of additional capacity within two years, BellSouth will activate new UDLC capacity to the distribution area. In the case of NGDLC, if channel banks are available for growth in the CSA, BellSouth will activate NGDLC unless the DLC enclosure is a cabinet already wired for older vintage DLC systems.

Alternative 8: When it is expected that growth will not create the need for additional capacity within the next two (2) years, BellSouth will convert some existing IDLC capacity to UDLC.

APPENDIX 2

[CLEC A LETTERHEAD]

_____ (DATE)

Dear _____:

On behalf of CLEC A, I write to provide BellSouth with this Revocable Non-Exclusive Blanket Letter of Authorization ("LOA") authorizing CLEC B to act as CLEC A's agent for the purposes set forth herein. This LOA supersedes any and all prior LOAs submitted with respect to CLEC B.

You had requested that CLEC A and CLEC B provide a list and description of all duties delegated by CLEC A and CLEC B, including appropriate contacts:

- Preordering
- Ordering (services, collocation, network design and interconnection)
- Provisioning (services, collocation, network design and interconnection)
- Maintenance (services, collocation, network design and interconnection)
- Repair (services, collocation, network design and interconnection)
- Billing

CLEC A intends: (1) to provide services to its end-user customers using CLEC B's switch and network; (2) for CLEC B to order UNE and tariff services from BellSouth on CLEC A's behalf; and, (3) to modify CLEC A's existing network to achieve an efficient integration with and utilization of CLEC B's network. Under this LOA, CLEC A allows CLEC B revocable, non-exclusive access to all interfaces and functions dealing with ordering, provisioning, maintenance, repair, and billing which were previously handled exclusively by CLEC A. It is our mutual understanding that CLEC B's rights to act on behalf of CLEC A do not exceed the rights CLEC A itself has with respect to CLEC A's relationship with BellSouth, whether by agreement or tariff, as applicable.

Consistent with the above, the matters which CLEC B may now undertake on CLEC A's behalf (the "Matters") include the following:

1. Use of CLEC A's codes, IDs and passwords used to issue orders, check status, or to use any of the BellSouth OSS interfaces, such as CAFÉ, LENS, TAFI, etc.
2. Access, and in particular electronic access, to the following CLEC A information retained by BellSouth:
 - a. Unbundled Network Element (UNE) Circuit Information
 - b. Special Access Circuit Information
 - c. Switched Access Circuit Information

- d. Local Interconnection Facility Circuit Information
 - e. Local Interconnection Trunking Circuit Information
 - f. Collation Information
 - g. Customer Service Record (CSR) information
3. Access, and in particular, electronic access, to allow CLEC B to open, work and close Trouble Tickets/Reports
 4. Allow CLEC B to issue conversion orders for CLEC A's existing services to other services, where available, such as:
 - a. Convert special access to Unbundled Network Elements (UNEs)
 - b. Convert Unbundled Network Elements to other wholesale services
 - c. Convert UNE-P services to UNE-L services or other wholesale services
 5. Allow CLEC B to obtain information regarding CLEC A collocations, order new collocation services for or order any changes to CLEC A collocations and otherwise direct BellSouth with respect to CLEC A's collocation arrangements. CLEC B personnel shall be permitted access to CLEC A collocations on the same terms and conditions as CLEC A personnel, provided (a) where CLEC B has a collocation in the same CO as CLEC A, said CLEC B personnel should be able to provide, upon request, authorization for such access and (b) where CLEC B does not have a collocation in the same CO, additional arrangements for securing CLEC B's access may be necessary, consistent with BellSouth's standard procedures and/or the CLEC A-BellSouth Interconnection Agreement. When CLEC B is utilizing the e-application process on CLEC A's behalf, CLEC B will utilize the codes and associated ordering elements as though it were CLEC A. To the extent of any conflict between this LOA and any prior LOA regard the subject of this paragraph, this paragraph shall supersede the prior LOA.
 6. Allow CLEC B to obtain information regarding CLEC A interconnection trunks and facilities, order new interconnection trunks and facilities for or rearrange interconnection trunking and facilities for CLEC A and otherwise direct BellSouth with respect to the CLEC A interconnection trunks and facilities.
 7. Allow CLEC B to work with BellSouth to establish such Billing Account Numbers (BANs) as is necessary for the parties to track the foregoing activities, as may be deemed necessary and desirable, and/or to consolidate BANs, when and if appropriate, and to identify which bills and BANs should be sent to which parties.

Below are the contacts for CLEC B for the various functions you identified. We appreciate BellSouth's coordination of the activities contemplated by this LOA with the persons identified.

CLEC B:

Description	Contact Name	TN#	E-mail	Address
Preordering				
Ordering				
Provisioning				
Maintenance				
Repair				
Billing				

The CLEC A OCN(s) which are/may be affected by this LOA are as follows:

OCN	State	ACNA	Category	Carrier

The duties CLEC B performs on CLEC A's behalf pursuant to an agreement between BellSouth and CLEC A will be performed in accordance with the terms of that agreement. The duties CLEC B performs on CLEC A's behalf pursuant to a BellSouth tariff will be performed in accordance with the terms of such. BellSouth is hereby released from any and all liability resulting from BellSouth's making pertinent information available to CLEC B in accordance with this LOA and following CLEC B's instructions with respect to the above Matters. BellSouth may deal directly with CLEC B on any of the above Matters and is authorized to follow CLEC B's instructions respecting same.

This LOA shall remain in effect until modified or rescinded in writing by CLEC A and such rescission is received by BellSouth. Notice of any modification or rescission shall be provided in accordance with the CLEC A-BellSouth Interconnection Agreement. If an when any aspect of the LOA is modified or rescinded, CLEC A and BellSouth will confer regarding any

Docket Nos. 041338-TP and 040301-TP
Date: October 20, 2005

ATTACHMENT A
Page 16 of 18

arrangement necessary to insure access is consistent with the modification or rescission. The appointment of CLEC B as CLEC A's agent for the purpose described herein does not in any manner preclude CLEC A from acting on its own behalf with respect to the above Matters.

Please contact me at () _____ if you have any questions regarding this matter.

Very truly yours,

APPENDIX 3

	First	Additional	Batch First	Batch Additional
SL1 Loop NRC	38.00	18.00	31.50	25.00
Order Coordination	9.00	9.00	9.00	9.00
Electronic Service Order	1.52	N/A	1.52	N/A
Manual Service Order	11.90	N/A	11.90	N/A
2 Wire Cross Connect	7.32	5.37	7.32	5.37
SL2 Loop NRC				
SL2 Loop NRC	102.00	62.00	97.00	59.00
Order Coordination	Included	Included	Included	Included
Electronic Service Order	1.52	N/A	1.52	N/A
Manual Service Order	11.90	N/A	11.90	N/A
2 Wire Cross Connect	7.32	5.37	7.32	5.37
2-wire ADSL Compatible Loop NRC				
2-wire ADSL Compatible Loop NRC	112.00	77.00		
Order Coordination	Included	Included		
Loop Modification	343.12	N/A		
Electronic Service Order	1.52	N/A		
Manual Service Order	11.90	N/A		
2 Wire Cross Connect	7.32	5.37		
4-wire DS1 Digital Loop NRC				
4-wire DS1 Digital Loop NRC	240.50	145.18		
Electronic Service Order	1.52	N/A		
Manual Service Order	11.90	N/A		
T-1 Cross Connect	7.88	6.25		