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October 21, 2005

BY HAND DELIVERY

Ms. Blanca Bayó, Director Commission Clerk and Administrative Services Room 110, Easley Building Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, Florida 32399-0850

Re: Docket No. 050419-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of MCImetro Access Transmission Services, LLC are an original and fifteen copies of the following documents:

2. Direct Testimony of Michael J. Lehmkuhl; 3. Direct Testimony of Sherry Lichtenberg; and AP 4. Direct Testimony of Dennis L. Ricca. R DT Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and DC R DT CR DT		1.	Direct Testimony of Gregory J. Darnell;			1412
 3. Direct Testimony of Sherry Lichtenberg; and M 3 4. Direct Testimony of Dennis L. Ricca. Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and preturning the same to me. CR		2.	Direct Testimony of Michael J. Lehmkuhl;	- DV	50 51	
MP 4. Direct Testimony of Dennis L. Ricca. HI KHOOO MR STG Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and through the same to me. RR STG Thank you for your assistance with this filing. RC Sincer Yours Sincer Yours SGA Floyd R. Self HYNN HYNNOO SGA Floyd R. Self HYNN HYNNOO OTH Enclosures Structure of Record		3.	Direct Testimony of Sherry Lichtenberg; and		001	SIDW
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CR Thank you for your assistance with this filing. PC NCA SCR SGA SEC FRS/amb OTH Enclosures CC: Parties of Record	IR Org return	Please ing the sa	acknowledge receipt of these documents by stamping the extra c me to me.	opy of this letter "filed" and	102	50-00
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DOWNTOWN OFFICE, 215 South Monroe Street, Suite 701 · Tallahassee, Fl 32301 · Phone (850) 222-0720 · Fax (850) 224-4359 NORTHEAST OFFICE, 3116 Capital Circle, NE, Suite 5 · Tallahassee, Fl 32308 · Phone (850) 668-5246 · Fax (850) 668-5613 PSC-COMMISSION CLERK

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served on the following parties by U. S. Mail this 21st day of October, 2005.

Jason Rojas Office of General Counsel Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, FL 32399-0850

James Meza, III c/o Nancy H. Sims BellSouth Telecommunications, Inc. 150 South Monroe Street, Suite 400 Tallahassee, FL 32301

Floyd R. Self

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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In the Matter of:

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Petition of MCImetro Access Transmission Services, LLC for Arbitration of Interconnection Agreement with BellSouth Telecommunications, Inc. Docket No. 050419-TP

DIRECT TESTIMONY OF GREGORY J. DARNELL

On Behalf Of

MCImetro Access Transmission Services LLC (MCI)

OCTOBER 21, 2005

DOCUMENT NUMBER-DATE

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1	Q.	PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.
2	A.	My name is Greg Darnell, and my business address is 6 Concourse Parkway,
3		Atlanta, Georgia, 30328.
4		
5	Q.	BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?
6	A.	I am employed by MCI, Inc. as Executive Staff Member – Regulatory Economics.
7		
8	Q.	HAVE YOU PREVIOUSLY TESTIFIED?
9	A.	Yes. I have testified in proceedings before regulatory commissions in California,
10		Alabama, Georgia, Kentucky, Louisiana, Mississippi, New Jersey, North Carolina,
11		Pennsylvania, South Carolina and Tennessee, as well as before the Florida Public
12		Service Commission ("Commission"), and on numerous occasions have filed
13		comments with the Federal Communications Commission ("FCC").
14		
15	Q.	WHAT IS YOUR EDUCATIONAL AND PROFESSIONAL
16		BACKGROUND?
17	A.	I have more than 22 years experience in telecommunications, with about half of
18		that time in the area of public policy. For the past 10 years, my job
19		responsibilities at MCI have focused on issues relating to opening local
20		telecommunications markets to competition. I have testified on a wide range of
21		issues related to interconnection agreements between MCI and incumbent local
22		exchange carriers and in numerous Unbundled Network Element ("UNE") rate

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1		making proceeding	s. My responsibilities require that I work closely with many
2		different organizati	ons in the company, including the personnel responsible for
3		the design and ope	ration of the company's network, as well as those who sell
4		services to custome	rs across all market segments. I have a B.A.B.S.S. in
5		Economics from the	e University of Maryland and an M.S. in Telecommunication
6		Management from	the University of Maryland University College. My
7		qualifications are d	etailed in Exhibit GJD-1 to this testimony.
8			
9	Q.	WHAT IS THE P	URPOSE OF YOUR TESTIMONY?
10	A.	The purpose of my	testimony is to support MCI's position regarding issues 1, 2,
11		3, 9(a) 12, 27, 29, 3	2, 33 and 34.
12			
13		GEN	ERAL TERMS AND CONDITIONS
14			
15			
10			ISSUE I
16 17		What language sha	ISSUE 1 wild be included in the Parties' Agreement to limit or
16 17 18		What language sho eliminate (a) liabi	uld be included in the Parties' Agreement to limit or lity in general; (b) liability arising from tariffs or
16 17 18 19		What language sho eliminate (a) liabi contracts with End	uld be included in the Parties' Agreement to limit or lity in general; (b) liability arising from tariffs or d Users; or (c) liability for indirect, incidental or
16 17 18 19 20		What language sho eliminate (a) liabi contracts with En consequential dama	uld be included in the Parties' Agreement to limit or lity in general; (b) liability arising from tariffs or d Users; or (c) liability for indirect, incidental or ages? (General Terms and Conditions, Sections 5.2,
16 17 18 19 20 21		What language sho eliminate (a) liabi contracts with Enc consequential dame 5.3, 5.5.)	uld be included in the Parties' Agreement to limit or lity in general; (b) liability arising from tariffs or d Users; or (c) liability for indirect, incidental or ages? (General Terms and Conditions, Sections 5.2,
16 17 18 19 20 21 22		What language sho eliminate (a) liabi contracts with End consequential dama 5.3, 5.5.)	uld be included in the Parties' Agreement to limit or lity in general; (b) liability arising from tariffs or d Users; or (c) liability for indirect, incidental or ages? (General Terms and Conditions, Sections 5.2,
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Testimony of Greg Darnell On Behalf of MCImetro Page 3 of 52

1 2 3		should bear the risk of loss arising from that business decision.
4	Q.	WHAT IS THE PROPOSED LANGUAGE IN DISPUTE?
5		
6	A.	BellSouth's proposed language in the General Terms and Conditions attachment
7		provides:
8 9 10 11 12 13 14 15	5.2.	Except for any indemnification obligations of the Parties hereunder, and except in cases of the provisioning Party's gross negligence or willful misconduct, each Party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.
16 17 18 19 20 21 22	5.3.	Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged

- or otherwise, that exceeds the amount such Party would have charged 22 that applicable person for the service, product or function that gave rise 23 to such loss and (ii) consequential damages. To the extent that a Party 24 elects not to place in its tariffs or contracts such limitations of liability, 25 26 and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the loss that 27 would have been limited had the first Party included in its tariffs and 28 contracts the limitations of liability that such other Party included in its 29 own tariffs at the time of such loss. 30
- 5.5 Under no circumstance shall a Party be responsible or liable for indirect, 31 incidental, or consequential damages, including, but not limited to, 32 economic loss or lost business or profits, damages arising from the use or 33 performance of equipment or software, or the loss of use of software or 34 equipment, or accessories attached thereto, delay, error, or loss of data. 35 In connection with this limitation of liability, each Party recognizes that 36 the other Party may, from time to time, provide advice, make 37 recommendations, or supply other analyses related to the services or 38 facilities described in this Agreement, and, while each Party shall use 39

Testimony of Greg Darnell On Behalf of MCImetro Page 4 of 52

diligent efforts in this regard, the Parties acknowledge and agree that this 1 2 limitation of liability shall apply to provision of such advice, recommendations, and analyses. 3 4 5 Q. WHAT IS MCI'S DISAGREEMENT WITH THE LANGUAGE 6 **PROPOSED BY BELLSOUTH FOR LIMITATIONS OF LIABILITY?** 7 8 There are two main points of disagreement. A. 9 First, parties should be permitted to maintain legal rights to recover 10 damages if they are the victims of wrongs – either from torts or from breaches of 11 contract. If either party commits a wrong for which a remedy is recognized by the law, the other party should not be compelled to abandon rights under law. 12 Second, it is inappropriate that MCI indemnify or hold harmless 13 14 BellSouth for certain actions. For example: 15 a) In Section 5.2 the proposed language states "except in cases of the 16 provisioning Party's gross negligence or willful misconduct, each Party's liability to the other....shall be limited...." The exception for gross negligence 17 18 or willful misconduct should apply to both the provisioning party and the nonprovisioning party. 19 20 b) The parties may agree to negotiate concerning indemnification regarding 21 their own actions, or, perhaps, the actions of entities over which they have 22 ownership or control. Neither party to the Agreement, however, has any 23 ownership or control concerning the actions of end users, particularly regarding

1	intentional torts or other wrongdoing. Thus MCI should not have to indemnify
2	BellSouth for "any loss to or arising from this agreement whether in contract,
3	tort or otherwise" caused by end users or third parties. Indeed, it would be
4	particularly inappropriate to require such language, where the effects of
5	indemnification are uncertain as to amount, and would be borne, ultimately, by
6	the customer base of the parties.

c) In Section 5.5, BellSouth proposes that "under no circumstances" shall a
party be liable for damages arising from the use of performance of equipment or
software.... It is inappropriate for the agreement to attempt to absolve a party
from all circumstances that may occur. As such, this language should not be
included in the agreement.

Given these problems, MCI submits that *none* of the language proposed
by BellSouth should be adopted by the Commission.

14

15 Q. WHY SHOULD NONE OF BELLSOUTH'S PROPOSED LANGUAGE BE 16 ADOPTED?

A. The Commission should not impose limitation of liability provisions that are not
agreed upon by the parties for a number of reasons. In this context, where
BellSouth is MCI's wholesale supplier and a major competitor, BellSouth may
be aware of deficiencies in its ordering and provisioning systems that negatively
affect MCI's ability to fulfill customer orders, or, problems with BellSouth's
maintenance procedures that negatively affect the service that its wholesale

customers like MCI to provide to their end user customers. BellSouth is fully 1 aware of its service quality performance plans and enforcement mechanisms and 2 they may only not compensate, or only partially compensate, MCI for the actual 3 harm it experiences in the marketplace on account of BellSouth's acts or 4 5 omissions. Indeed, BellSouth might rationally decide that it stands to gain more 6 from retail sales than it would pay in credits or other service quality plan payments, and thus choose not to improve its wholesale provisioning 7 performance to MCI. Under BellSouth's proposed language, MCI would not be 8 able to recover lost profits from BellSouth under any circumstances. In light of 9 BellSouth's role as both MCI's wholesale supplier and its competitor, the 10 Agreement should not limit BellSouth's liability when the parties have not 11 reached terms on such limitations. Further, the Commission should not be put 12 in the position of deciding which party should be "protected" and which party 13 (and its end users) should be stripped of its legal rights or defenses. 14 15

16Q.WHAT DOES MCI PROPOSE INSTEAD FOR THE17INTERCONNECTION AGREEMENT REGARDING THIS ISSUE?

A. MCI proposes that the ICA be silent on this matter. Taking this approach will
 mean that the Commission will not have to choose which party should be
 protected and which party should be stripped of its legal rights or defenses.

21 22

ISSUE 2

23 24

What terms or conditions, if any, should be included in the Agreement 1 2 regarding the appropriate forum to address disputes? (General Terms and Conditions, Section 8.) 3 4 5 MCI Position: The parties should not be required to relinquish their right to bring disputes to a court or other forum that has 6 7 jurisdiction to hear the case. 8 9 **BST Position:** This Commission or the FCC should resolve disputes between the parties for matters that are within the 10 Authority's or the FCC's expertise or jurisdiction. For 11 matters that lie outside such expertise or jurisdiction, the 12 13 parties should be able to bring disputes to a court of law. 14 15 16 17 Q. WHAT IS THE CONTRACT LANGUAGE IN DISPUTE UNDER ISSUE 18 2? 19 20 A. BellSouth proposes that the parties agree that any dispute that arises as to the interpretation of any provision of this Agreement or as to the proper 21 implementation of this Agreement, "shall" be taken to the Commission for 22 23 resolution. Instead, MCI proposes that the parties agree that any dispute that arises as to the interpretation of any provision of this Agreement or as to the 24 proper implementation of this Agreement, "may" be taken to the Commission 25 for resolution. 26 27 28 WHY DOES MCI DISPUTE **BELLSOUTH'S** PROPOSED 29 Q. **INTERCONNECTION AGREEMENT LANGUAGE?** 30 BellSouth's proposed use of the word "shall" in this context may eliminate 31 A.

appropriate legal alternatives for MCI. BellSouth's proposal would foreclose
 access to state and federal courts to resolve disputes under the Agreement that

Testimony of Greg Darnell On Behalf of MCImetro Page 8 of 52

1	may be appropriate for resolution of certain disputes in the first instance. To the
2	extent that the courts have such jurisdiction, it arises under federal and state
3	constitutions and statutes. Although parties might agree not to litigate disputes
4	in the courts, it would not be proper for a state public service commission to
5	attempt to limit the courts' jurisdiction. The Commission should reject
6	BellSouth's position to foreclose MCI's rights to enforce this Agreement in
7	court or any other forum that has jurisdiction if it chooses to do so.
8	
9 10	ISSUE 3
11 12 13	What rates, terms, and conditions for the disputed rate elements in Attachment 2 should be incorporated into the Agreement? (Attachment 2, Exhibit B and Pricing Attachment)
15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36	MCI position: BellSouth proposes rates for UNE loop to special access switch as-is conversions that are not compliant with FCC TELRIC rules or the just and reasonable requirements of the Act. The rates proposed by BellSouth are approximately five (5) times greater than the rates for conversion of EELs to special access. At the same time, BellSouth has not proposed any rates for the conversion of special access to UNEs. Those rates should be set at zero until the final rates are determined. Final rates should be set no higher than the just and reasonable rates for the conversion of EELs to special access. BellSouth also proposes rates that are not compliant with TELRIC rules and are not just and reasonable with regard to service and facility rearrangements. Also, BellSouth has proposed, as part of Exhibit B to Attachment 2, that HDSL-capable loops in non-impaired wire centers should be subject, post- March 10, 2005, to the same treatment as DS1 loops; however, HDSL-capable loops, per the Triennial Review Remand Order, should continue to be available to

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Testimony of Greg Darnell On Behalf of MCImetro Page 9 of 52

1 2 2				CLECs in the event DS1 loops are no longer available as UNEs.
3 4 5 6 7 8 9 10 11 12 13 14 15 16	Q.	BST p	osition: T UNE RATE	MCI understands BellSouth's position to be as follows: BellSouth's proposed UNE loop to special access switch-as-is conversion rate and service rearrangement charges are TELRIC-based. MCI has not been informed by BellSouth of why it has failed to propose a rate or the ability for MCI to order conversion of special access to UNEs. BellSouth's rationale for including HDSL-capable loops or other Voice Grade, DS0 and ISDN loop elements in the transition for unimpaired wire centers is unknown.
17		ISSUE	ES REMAIN I	S DISPUTE IN THIS ARBITRATION?
18 19	A.	The d	isputes that e	xist between MCI and BellSouth regarding the
20		approp	oriate UNE rate	s as set forth on Exhibit GJD-2 are as follows:
21				
22		a.	Rates for DAI	DS.
23		b.	Service rearra	angement charges for change in Channel Facility
24			Assignment ('	'CFA'').
25		c.	UNE Loop t	o Special Access loop switch-as-is nonrecurring
26			charges.	
27		d.	Special Acce	ss loop to UNE Loop switch-as-is nonrecurring
28			charges and o	rdering codes.
29		e.	The appropria	te elements to be included in the transition plan for
30			wire centers v	where CLEC impairment is deemed not to exist (i.e.

• 3

1		Attachment 2, Exhibit B elements).
2		f. Miscellaneous disputes concerning the appropriate DS1 and DS3
3		multiplexing, DS0 and DS1 line cards, Loop Testing and Line
4		Splitting rates.
5		g. The mechanism and cost recovery for record changes resulting
6		from transfer of ownership.
7		
8		A. RATES FOR DADS
9	Q.	WHAT IS THE DISPUTE BETWEEN MCI AND BELLSOUTH
10		CONCERNING THE RATES FOR DADS?
11	A.	MCI's dispute with BellSouth concerning its proposed rates for
12		Directory Assistance Database Service, Issue 31, is addressed by MCI
13		witness Michael Lehmkuhl.
14		
15		B. SERVICE REARRANGEMENT CHARGES
16	Q.	WHAT IS THE DISPUTE BETWEEN MCI AND BELLSOUTH
17		CONCERNING SERVICE REARRANGEMENT CHARGES?
18	A.	BellSouth has proposed that new nonrecurring charges should apply
19		should MCI request a service rearrangement that requires a change a
20		circuit's channel facilities assignment ("CFA"). BellSouth has proposed
21		that it be permitted to charge MCI a nonrecurring rate of \$270.08 for
22		each first loop or transport circuit and \$47.13 for each additional circuit

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that is rearranged; and an additional \$1.28 per circuit charge if the
 rearrangement is project managed.

3

4 Q. HOW WOULD THESE CHARGES AFFECT MCI?

5 A. These charges could greatly increase MCI's cost to "groom" the facilities 6 it purchases from BellSouth. Grooming is a term used in the network 7 operations to describe the process where facilities are rearranged into a 8 more efficient configuration.

9 For example, assume that MCI has one DS3 and three DS1s in a BellSouth wire center. A DS3 has a maximum capacity of 672 DS0 10 circuits and a DS1 has a maximum capacity of 24 DS0 circuits. The 11 percentage of use on a multi-channel facility is referred to as "fill". 12 Assume further that the DS3 is operating at 100 percent fill (i.e. 100 13 percent times 672 circuits equals 672 active circuits on the DS3), two 14 DS1s are operating at 100 percent fill and the third DS1 is operating at 15 16 50 percent fill (i.e., 100 percent times 24 circuits times 2 DS1 equals 48 active circuits on the first 2 DS1s, and 50 percent times 24 circuits equals 17 12 active circuits on the third DS1) in this BellSouth wire center. This 18 pattern of facility fill would be consistent with a company that is 19 20 growing and gaining new customers.

Next, further assume that MCI loses 10 percent of its business
overall and therefore the fill of its DS3 falls off to 90 percent fill (i.e. 672

1	times 90 percent equals 605 active circuits) and the DS1s are also
2	operating 10% less efficiently (i.e., 24 times 90 percent equals 22 active
3	circuits on the first and second DS1s and 12 times 90 percent or 11
4	active circuits on the third DS1). In this situation, because the active
5	circuits on the three DS1s (i.e. $22 + 22 + 11 = 55$) are less than the
6	available capacity on the DS3 (i.e. $672 - 605 = 67$), MCI could "groom"
7	or rearrange its facilities by disconnecting all three DS1s and reassigning
8	the active circuits from the three DS1s to the excess capacity on the DS3.
9	Grooming would permit MCI to use facilities in the most efficient
10	manner and to reduce its costs by eliminating the cost of the separate
11	DS1s.

12

13 Q. IN YOUR EXAMPLE, WHAT WOULD BELLSOUTH CHARGE 14 MCI TO REARRANGE ITS FACILITIES?

MCI does not know exactly how BellSouth plans to apply its rates but 15 A. believes BellSouth's charges would be assessed one of two ways. It 16 could be that BellSouth would charge MCI \$270.08 for the first circuit 17 and \$47.13 for each additional circuit, or \$2,815.10 (i.e. \$270.08 + (54 18 times \$47.13)). It is also possible that BellSouth may intend to assess its 19 proposed charges on a facility basis so that the higher \$270.08 "First" 20 charge would apply on the first circuit in each DS1 being rearranged. If 21 22 BellSouth assesses its proposed charges in this manner, then the amount

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1		assessed in my example would be \$3,261.00(\$270.08 + \$270.08 +
2		270.08 + (52 times 47.13)). In both cases, any attempt for MCI to
3		more efficiently configure the facilities it purchases from BellSouth
4		could result in a significant expense to MCI, particularly if the grooming
5		project is done on a regional or national scale.
6		
7	Q.	IS IT MCI'S POSITION THAT BELLSOUTH SHOULD BE
8		REQUIRED TO PROVIDE SERVICE REARRANGMENTS TO
9		MCI FOR NO ADDITIONAL CHARGE UNTIL SUCH TIME
10		THAT A TELRIC COMPLIANT RATE IS DETERMINED FOR
11		THESE ACTIVITIES?
12	A.	Yes. Service rearrangements increase the efficiency of how facilities
13		are used and therefore financially benefit both MCI and BellSouth.
14		
15	Q.	SETTING ASIDE THE REVENUE THAT BELLSOUTH'S
16		SERVICE REARRANGEMENT CHARGES WOULD GENERATE
17		FOR BELLSOUTH, HOW DO SERVICE REARRANGEMENTS
18		FINANCIALLY BENEFIT BELLSOUTH?
19	A.	When a CLEC rearranges facilities it purchases from BellSouth into a
20		more efficient configuration, facilities become available for BellSouth to
21		use or to sell to other carriers. My above example demonstrates a

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situation where a service rearrangement would provide BellSouth with
 access to three additional DS1s.

3

4 Q. IS IT MCI'S POSITION THAT THE FCC RULES REQUIRE 5 BELLSOUTH TO PROVIDE THESE SERVICES FOR NO 6 ADDITIONAL CHARGE UNTIL SUCH TIME THAT A TELRIC 7 COMPLIANT RATE CAN BE DETERMINED?

Yes. The FCC's TELRIC rules require that the total revenue generated 8 A. 9 by UNE recurring and nonrecurring rates to equal total element long run incremental cost.¹ Stated mathematically, this means, A * B = C, where 10 A is each UNE rate, B is the demand for each UNE and C is Total 11 Element Long Run Incremental Cost ("TELRIC"). The Commission 12 determined BellSouth's TELRIC for all loop facilities in Docket 13 14 990649A. As such, the creation of a new loop rate, without a commensurate offsetting reduction to the rates for other UNEs, would 15 mathematically violate the FCC rules because the additional revenue 16 17 generated by new service rearrangement charges would cause the total revenue BellSouth receives from loop UNEs to exceed the TELRIC 18 19 determined by the Commission for loop UNEs. Stated mathematically, the equation after the creation of the new UNE rates would be (A 20 [Commission approved rates] * B [Commission approved demand]) + 21

¹ See, 47 CFR 51.511(a).

1		(new rates * demand for new rates) > C [Commission approved
2		TELRIC]. This would be a direct violation of 47 CFR 51.511(a), which
3		states:
4 5 6 7 8 9 10 11 12 13		The forward-looking economic cost per unit of an element equals the forward-looking economic cost of the element, as defined in § 51.505, divided by a reasonable projection of the sum of the total number of units of the element that the incumbent LEC is likely to provide to requesting telecommunications carriers and the total number of units of the element that the incumbent that the incumbent LEC is likely to use in offering its own services, during a reasonable measuring period.
14	•	Mathematically, the FCC rules do not permit BellSouth to create any
15		new UNE rates without either an offsetting reduction to existing UNE
16		rates, or a determination that the activity in question was not part of the
17		Commission calculation of TELRIC and new cost case to reset TELRIC.
18		
19	Q.	WERE SERVICE REARRANGEMENT COSTS PART OF THE
20		COMMISSION'S CALCULATION OF TELRIC IN DOCKET
21		990649A?
22	А.	Yes.
23		
24	Q.	DOES BELLSOUTH ALREADY RECOVER THE FORWARD
25		LOOKING COST FOR SERVICE REARRANGEMENT IN ITS
26		EXISTING UNE RATES?

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1	А.	Yes. In each UNE rate case in each BellSouth state, shared and common
2		cost factors were applied to direct cost during the development of
3		TELRIC and the development of UNE rates. These shared and common
4		cost factors were created using BellSouth's embedded cost information.
5		While some adjustments were made to the embedded data to make it
6		compliant with each Commission's determination of TELRIC, the
7		historical cost BellSouth incurred for service rearrangements was not
8		removed from the shared and common cost factor calculations in any
9		BellSouth UNE rate case.

10

WHY IS IT IMPORTANT THAT BELLSOUTH'S HISTORICAL 11 Q. SERVICE REARRANGEMENT COST WAS NOT REMOVED 12 FROM THE CALCULATION OF THE SHARED AND COMMON 13 APPLIED IN THE 14 COST **FACTORS** THAT WERE DEVELOPMENT OF THE COMMISSION-APPROVED UNE 15 **RATES?** 16

A. This is an important question because it means BellSouth already
recovers the forward looking cost of service rearrangements through its
current UNE rates. Further, it means that BellSouth's proposed new
service rearrangement charges double recover forward-looking cost.
BellSouth has always incurred service rearrangement costs on its own
facilities and the facilities it sells to other carriers on a wholesale basis.

1	As such, service rearrangement costs are included in the embedded costs
2	used to develop the loading factors that were applied to the investment
3	and expense that created the Commission-approved UNE rates.
4	It would not be reasonable to permit BellSouth to create a
5	separate service rearrangement charge and double recover service
6	rearrangement costs. As stated above, BellSouth's new service
7	rearrangement charges would discourage MCI from grooming facilities
8	and encourage MCI to maintain inefficient network configurations if its
9	business were to decline. In essence, BellSouth's proposed service
10	rearrangement charges provide it with an additional means to profit
11	should MCI's business decline.

12

13 Q. DOES MCI NECESSARILY OPPOSE THE CREATION OF 14 CHARGES FOR SERVICE REARRANGEMENTS?

A. No. Separate nonrecurring charges for service rearrangements would
create an additional incentive to carefully plan service rearrangements
and to avoid unnecessarily rearranging facilities. However, BellSouth
should not be permitted to double recover service rearrangement costs.

19

20Q.IS THERE MUCH RISK THAT MCI WOULD UNNECESSARILY21REARRANGE FACILITIES?

1	A.	No. MCI incurs internal network engineering costs to plan a "groom" or	
2		service rearrangement. As such, there is very little risk that MCI will	
3		unnecessarily rearrange facilities, even without separate service	
4		rearrangement charges.	
5			
	•	WHAT COLUD DE DONE TO ECTADI OU CEDUICE	

6 Q. WHAT COULD BE DONE TO ESTABLISH SERVICE 7 REARRANGEMENT CHARGES THAT DO NOT VIOLATE FCC 8 RULES AND THE COMMISSION'S PRIOR DETERMINATION 9 OF TELRIC?

To comply with FCC TELRIC rules and the Commission's prior 10 A. determination of TELRIC, the Commission would have to do at least 11 three things to eliminate double cost recovery. First, the Commission 12 would have to determine if the rates being proposed reflect the forward-13 14 looking nonrecurring cost incurred for the activity. Second, the Commission would have to calculate the amount of revenue that would 15 16 be generated by whatever is determined to be the appropriate service rearrangement nonrecurring charges. Third, the Commission would need 17 to reduce existing UNE loop recurring rates to offset the additional 18 revenue created by the new service rearrangement nonrecurring rates. 19 20 Failure to do at least these three things would cause the revenue BellSouth obtains from network elements to exceed the TELRIC 21

- determined by the Commission and would violate 47 C.F.R. Section
 51.511(a).
- 3
- 4

Q. IS THE ABOVE ACTIVITY NECESSARY?

No. As I stated above, both parties benefit from service rearrangements 5 A. and there is little risk that MCI will unnecessarily request service 6 rearrangements. Further, BellSouth recovers the Comission's prior 7 determination of forward-looking service rearrangement costs through 8 existing recurring and nonrecurring rates, and no apparent harm is 9 10 caused by not having separate UNE nonrecurring charges for service As such, it would be reasonable to simply set 11 rearrangement. BellSouth's service rearrangement nonrecurring rates (i.e. USOCs 12 URETD and URETB) at zero. This is what MCI recommends in its 13 attached UNE rate proposal (i.e. Attachment 2, Exhibit A). 14

15

16 C. UNE LOOP TO SPECIAL ACCESS LOOP SWITCH-AS-IS

17 18 19

20 Q. WHAT IS MCI'S DISPUTE WITH BELLSOUTH CONCERNING ITS

21 PROPOSED UNE LOOP TO SPECIAL ACCESS LOOP SWITCH-AS-IS?

- A. It is evident that the rates BellSouth has proposed for UNE loop to Special
 Access switch-as-is exceed the Commission's determination of TELRIC.
- 24

Q. HOW DO YOU KNOW THAT THE BELLSOUTH PROPOSED RATES FOR UNE LOOP TO SPECIAL ACCESS SWITCH-AS-IS EXCEED THE COMMISSION'S DETERMINATION OF TELRIC?

- The Commission's ordered TELRIC rates for UNE loop transport combination 4 A. switch-as-is is \$8.98 for the first DS0. BellSouth's proposed rate for UNE loop 5 switch-as-is is \$22.00 for the first DS0. As such, BellSouth's proposed rate for 6 7 stand-a-lone loop switch-as-is is higher than the Commission's ordered rate for loop/transport combination switch-as-is. It cannot cost more to migrate first 8 stand-a-lone loops than it does to migrate first loop/transport combinations. It 9 10 must cost less to migrate stand-alone loops than it does to migrate loop/transport combinations because more is involved in migrating loop/transport 11 12 combinations than is involved in migrating stand-alone loop. Thus, BellSouth's proposed UNE loop switch-as-is rate for first DS0s exceeds the Commission's 13 determination of TELRIC. 14
- 15

16 Q. WHAT CHARGES SHOULD APPLY FOR UNE LOOP TO SPECIAL

17 ACCESS SWITCH-AS-IS?

18 A. In no event should the charge to migrate the first UNE loop to Special Access be
 higher than the Commission ordered \$8.98 first rate for currently combined
 20 UNE Loop/Transport Combination switch-as-is.

- 21
- 22

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1	Q.	IS FLORIDA EVALUATING THE APPROPRIATE NONRECURRING
2		CHARGE FOR UNE LOOP SWITCH-AS-IS IN ANOTHER CASE?
3	А.	Yes. The Commission in Docket 041269-TP (i.e. the TRRO and TRO Change
4		of Law case) is involved in an evaluation of these charges.
5		
6	Q.	WILL MCI ACCEPT THE DECISION OF THE COMMISSION IN
7		DOCKET 041269-TP IN ITS ICA WITH BELLSOUTH FOR UNEs IN
8		FLORIDA?
9	A.	Yes.
10		
11	Q.	PENDING THE RESOLUTION OF THIS ISSUE IN THE CHANGE OF
12		LAW CASE, WHAT WOULD BE A REASONABLE RESOLUTION TO
13		THIS ARBITRATION DISPUTE?
14 15	A.	As shown on MCI's proposed Attachment 2 Exhibit A (i.e. Exhibit GJD-2), the
16		first DS0 migration rate for Loop Switch-As-Is (i.e. USOCs, URESL and
17		URESP) should be set on an interim basis no higher than \$8.98 (i.e. the
18		Commission's ordered rates for UNE Loop/Transport Combination switch-as-
19		is). Also as shown on Exhibit GJD-2, MCI will accept BellSouth's proposed
20		\$3.16 rate for additional DS0 loop migration and \$4.58 "spreadsheet" migration
21		rate on an interim basis since these rates are appropriately less than the
22		Commission's approved loop/transport migration rates.
23		

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1 2 SPECIAL ACCESS LOOP TO UNE LOOP SWITCH-AS-IS D. 3 4 WHAT IS MCI'S DISPUTE CONCERNING SPECIAL ACCESS LOOP 5 Q. 6 TO UNE LOOP SWITCH-AS-IS? Although MCI and BellSouth have agreed to contract language that would 7 A. permit special access loops to be migrated to UNE loops,² BellSouth has not 8 provided MCI with a means (i.e. ordering codes or USOCs) to accomplish this 9 task. 10 11 WHAT SHOULD BE THE RESOLUTION OF THIS DISPUTE? 12 **Q**. 13 USOC(s) should be created so that MCI can order this activity from BellSouth. 14 A. In addition, whatever rates are determined to be applicable to UNE Loop to 15 Special access switch-as-is should be applicable to Special Access to UNE Loop 16 switch-as-is. This is reasonable because the direction of the migration (i.e. UNE 17 to Special Access versus Special Access to UNE) should have little or no effect 18 19 on the cost of the migration. 20 **ATTACHMENT 2 EXHIBIT B RATES** 21 Ε. 22 WHAT IS ATTACHMENT 2 EXHIBIT B OF THE INTERCONNECTION 23 Q. 24 AGREEMENT? 25 As set forth in the agreement upon contract language (see, Attachment 2, A. 26 Section 2.1.7) Attachment 2 Exhibit B should contain the rates that will apply 27

² See ICA, Attachment 2, Section 1.6.

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1		during the transition period set forth by 47 CFR 51.319(a)(4), (5)and (6) and 47		
2		CFR 51.319(e)(ii)(C), (iii)(C) and (iv)(C) to DS1, DS3 and Dark Fiber Loops		
3		and Transport in wire centers where it is deemed that CLECs are not impaired		
4		without access to UNEs.		
5				
6	Q.	WHAT DOES BELLSOUTH SEEK TO INCLUDE IN ATTACHMENT 2		
7		EXHIBIT B?		
8	А.	BellSouth seeks to include DS1 and DS3 Loops and Transport, 2-wire and 4-		
9		wire HDSL capable loops, DS1 to DS0 multiplexing, and DS0 line card rates in		
10		Attachment 2 Exhibit B.		
11 12	Q.	DOES THIS COMPLY WITH THE AGREED UPON LANGUAGE IN		
13		ATTACHMENT 2, SECTION 2.1.7?		
14	А.	No. 2-wire HDSL-compatible loops, 4-wire HDSL compatible loops, DS1 to		
15		DS0 multiplexing and DS0 line cards are not DS1s, DS3s or Dark Fiber and		
16		therefore rates for these elements should not be in Attachment 2, Exhibit B.		
17 18	Q.	WHAT ARE A 2-WIRE AND 4-WIRE HDSL CAPABLE OR		
19		COMPATIBLE LOOPS?		
20	А.	According to BellSouth's description of these UNEs in Docket 990649A,		
21		HDSL-compatible loops are non-loaded copper facilities provisioned according		
22		to Carrier Serving Area guidelines that can extend up to 12,000 feet in length		
23		and extend from the main distributing frame (MDF) connection in the end office		

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1		to a demarcation point at the customer's premises (i.e. the NID). In other
2		words, an HDSL-compatible loop is an insulated copper wire between the MDF
3		and the NID at the customer premise that is no more than 12,000 feet long.
4 5	Q.	HOW DO HDSL-COMPATIBLE LOOPS COMPARE TO DS1 OR DS3
6		LOOPS?
7	A.	A DS1 loop is a copper wire that has electronics on both ends that can produce a
8		DS1 signal. A DS3 loop is a copper wire or a fiber optic cable that has
9		electronics on both ends that can produce a DS3 signal. An HDSL-compatible
10		loop does not have electronics on either end and does not produce or carry any
11		signal. As such, an HDSL-compatible loop is not a DS1 or a DS3.
12 13	Q.	HOW DO HDSL-COMPATIBLE LOOPS COMPARE TO A DARK
14		FIBER LOOPS?
15	A.	A Dark Fiber loop contains optical fiber material, but an HDSL-compatible loop
16		contains a copper wire. As such, HDSL-compatible loops are not Dark Fiber
17		loops.
18		
19	Q.	DID THE FCC'S TRRO AND BELLSOUTH'S EX PARTE
20		PRESENTATIONS DURING TRRO EXPRESSLY STATE THAT HDSL-
21		COMPATIBLE UNE LOOPS WOULD REMAIN AVAILABLE IN WIRE
22		CENTERS WHERE IMPAIRMENT WAS DEEMED NOT TO EXIST AS
23		AN ALTERNATIVE TO DS1 LOOPS?

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1	А.	Yes. BellSouth held out the existence and availability of its HDSL-compatible	
2		loops at TELRIC rates as a reason why the FCC should find that CLECs where	
3		not impaired without access to DS1 loops. ³ It is disingenuous for BellSouth to	
4		now argue that the rates for HDSL-compatible loops should be bumped up by	
5		115% as part of the "unimpairment" transition.	
6 7	Q.	BELLSOUTH PROPOSES TO APPLY THE FCC'S 115% MARK-UP TO	
8		DS1 TO DS0 MULTIPLEXING AND DS0 LINE CARDS PURCHASED IN	
9		"UNIMPAIRED" WIRE CENTERS. DOES THE FCC INDIRECTLY	
10		ADDRESS THIS ISSUE?	
11	A.	Yes. The FCC's DS1, DS3 and Dark Fiber loop and transport impairment	
12		decision was based on its perceived economics of providing service to enterprise	
13		customers. The FCC's analysis of DS1, DS3 and Dark Fiber loop and transport	
14		impairment included the perceived revenue CLECs could obtain from enterprise	
15		customers as well as the cost economies of providing multiple channels to single	
16		locations. ⁴	
17		When DS1 to DS0 mulitplexing and DS0 line cards are purchased, the	
18		revenue associated with enterprise customers and the cost economies of	
19		providing multiple channels to a single location assumed in the FCC	
20		unimpairment decision are not present.	

³ See, In the Matter of Unbundled Access to Network Elements, Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, FCC 04-290, WC Docket No. 04-290, CC Docket No. 01-338, Order on Remand, February 4, 2005 ("TRRO"), footnote 454.

⁴ See, TRRO pages 155 through 194.

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2 Q. WHAT DO DS1 TO DS0 MULTIPLEXING AND DS0 LINE CARDS 3 PROVIDE?

- A. These elements are used in combination with each other and provide the ability
 for DS0 loops to be connected to DS1 transport.
- 6

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Q. WHAT DISTINGUISHES DS1 TO DS0 MULTIPLEXING AND DS0 LINE 8 CARDS FROM ENTERPRISE SERVICE?

9 A. It is important to recognize that the DS1 to DS0 multiplexer and DS0 line cards being addressed in BellSouth's Attachment 2, Exhibit B rate proposal are 10 11 physically located in the BellSouth wire center or remote terminal and to connect with customers, DS0 loops must be connected to the DS0 line cards that 12 are placed in DS1 multiplexers. The DS1 to DS0 multiplexing and DS0 line 13 cards being addressed by BellSouth's Attachment 2 Exhibit B are worthless, and 14 would not be purchased, without accompanying DS0 loops. Therefore, the 15 customers being served with the DS1 to DS0 multiplexers and DS0 line cards 16 17 are not enterprise customers. The customers being served with the DS1 to DS0 multiplexers and DS0 line cards are DS0 customers, primarily residential and 18 small business customers. 19

The fact that DS0 line cards and DS1 to DS0 multiplexing are connected to various residential and small business end users using DS0 loops distinguishes this configuration from the FCC's "unimpairment" transition

1		because it removes the cost economies of scale and the enterprise revenue		
2		opportunities from the analysis. Accordingly, it would be unreasonable to		
3		conclude that DS1 to DS0 multiplexing and DS0 lines cards should be included		
4		in "unimpairment" transition and it is unreasonable to apply the 115% mark up		
5		to the DS1 to DS0 multiplexing and DS0 line cards as BellSouth has proposed		
6				
7	Q.	WHAT SHOULD BE INCLUDED IN ATTACHMENT 2, EXHIBIT B?		
8	A.	The only elements that should exist in Attachment 2, Exhibit B are DS1, DS3		
9		and Dark Fiber Loops and Interoffice Transport. In contrast to the Attachment		
10		2 Exhibit B proposal that MCI received from BellSouth, MCI's proposal		
11		contains the rates for DS1, DS3 and Dark Fiber loops and transport marked up		
12		by 115% over the Commission's ordered levels and no other rates marked up by		
13		115%.5		
14				
15		F. MISCELLANEOUS RATE DISPUTES		
16				
17	Q.	WHAT DOES MCI REQUEST CONCERNING THE		
18		APPROPRIATE DS1 AND DS3 MULTIPLEXING, DS1 AND DS3		
19		LINE CARDS, LOOP TESTING AND LINE SPLITTER RATES		
20		FOR IMPAIRED WIRE CENTERS (I.E. ATTACHMENT 2,		
21		EXHIBIT A)?		

⁵ See, Exhibit GJD-2.

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1	A.	As noted on Exhibit GJD-2, MCI requests that the rates ordered by the	
2		Commission in Docket 990649A apply for these elements.	
3			
4	Q.	HAS BELLSOUTH AGREED TO INCLUDE THE RATES	
5		ORDERED BY THE COMMISSION IN DOCKET 990649A IN	
6		THIS AGREEMENT?	
7	A.	Yes. BellSouth has also offered MCI calculated rates for DS1 and DS3	
8		multiplexing and line cards sold in extended loop/transport combinations	
9		in all of its nine states. MCI is continuing to evaluate this proposal and	
10		will decide if it desires the calculated rates proposed by BellSouth or	
11		Commission ordered rates for DS1 and DS3 multiplexing in Florida. As	
12		such, MCI is hopeful that these miscellaneous rate issues can be resolved	
13		by the parties through continued negotiations.	
14			
15		G. TRANSFER OF OWNERSHIP	
16			
17	Q.	HAS MCI PROPOSED ORDERING CODES FOR RECORD	
18		CHANGES THAT MAY BE REQUIRED AS A RESULT OF	
19		TRANSFERS OF OWNERSHIP?	
20	A.	Yes. MCI has included in its proposed Attachment 2, Exhibit A ordering	
21		codes for record changes that may be required as a result of transfers of	
22		ownership.	

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2	Q.	HOW WERE THES	E ORDERING CODES DEVELOPED?	
3	А.	At one time during M	ICI's negotiations with BellSouth, BellSouth had	
4		proposed ordering coo	les for transfer of ownership to MCI. BellSouth	
5		has since removed thi	s from its proposal. The ordering codes included	
6		in MCI's UNE propo	sal are the same as those originally proposed by	
7		BellSouth. MCI seek	s to have these ordering codes available should it	
8		need to request reco	rd changes such as corporate name changes or	
9		changes to other LEC identifiers, such as the OCN, CC, CIC or ACNA.		
10		This matter is further addressed under issue 32 in the following.		
11 12 13			ISSUE 9	
14 15		A. What rate should be applicable for the Bulk Migration process?		
16 17 18		B. Should BellSouth be required to offer the Bulk Migration process for migrations of MCI customers to third-party provided switching?		
19 20		(Attachment 2, Section	n 2.1.12.1.)	
21 22 23 24 25 26 27		MCI Position:	(A) BellSouth must establish discounted rates for the Bulk Migration process to reflect the increased efficiencies of conducting migrations on a bulk basis and comply with the "cost-based" UNE pricing requirements.(B) Yes. The physical process in such migrations is	
28 29 20			identical to migrations of MCI customers to MCI- provided switching.	
30 31 32 33 34		BST Position:	(A) MCI believes BellSouth's position to be that the Commission's Order rates for Individual Hot Cuts should apply to Bulk Migrations.	

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1 2 3		(B) No. Any involvement of another party, in addition to BellSouth and MCI, is clearly not "identical" to migrations that involve only BellSouth and MCI.		
4 5	Q.	WHICH MATTER DO YOU ADDRESS IN THIS ISSUE?		
6	A.	My testimony addresses issue 9(a). This issue concerns what rate should apply		
7		for bulk migrations. The testimony of Ms. Sherry Lichtenberg addresses Issue		
8		9(b).		
9				
10	Q.	WHAT IS MCI'S UNDERSTANDING OF ISSUE 9(a)?		
11	A.	Issue 9(a) concerns the appropriate rate that should be assessed to physically or		
12		electronically "migrate" the "A" location of the loop (i.e. the location that is		
13		within the BellSouth wire center) to a different facility as part of a bulk project.		
14				
15	Q.	WHAT IS MCI'S POSITION REGARDING THE RULES APPLICABLE		
16		TO THE APPROPRIATE RATE FOR BULK MIGRATIONS?		
17 18	A.	FCC TELRIC rules are applicable to UNE loop bulk migration rates. ⁶ Thus, the		
19		Commission is required to establish TELRIC-compliant rates for UNE loop bulk		
20		migrations.		
21				
22	Q.	SHORT OF REQUIRING A FULL UNE COST CASE, CAN TELRIC		
23		COMPLIANT RATES BE DETERMINED FOR BULK LOOP		
24		MIGRATIONS?		

⁶ 47 C.F.R. §51.501, 503, 505, 507, 509, and 511.

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1	А.	Yes. A "bulk migration" of loops to alternative facilities is comparable to the
2		individual loop installation process that is the foundation for the Commission
3		approved UNE Loop installation rates. The primary difference between a "bulk
4		migration" of UNE loops and an individual installation of UNE loops is
5		efficiencies are gained by migrating loops as part of a coordinated project
6		instead of installing loops on an individual case basis.
7		
8	Q.	DID BELLSOUTH PREVIOUSLY CONCEDE THAT LOOP BULK HOT
9		CUT RATES SHOULD BE LESS THAN THE NCUC'S ORDERED
10		RATES FOR INDIVIDUAL LOOP INSTALLATION RATES?
11	А.	Yes. As stated in the TRRO, "[r]egion-wide, BellSouth offers a batch hot cut
12		process at a ten percent discount off of the applicable state-established hot cut
13		NRC to account for the efficiencies gained by using a batch process." ⁷
14		
15	Q.	HAS ANY STATE IN BELLSOUTH'S REGION DECIDED THIS ISSUE?
16	A.	No state in the BellSouth region has completed a cost case concerning the bulk
17		migration rate for unbundled loops. Florida has a pending docket regarding this
18		issue, and MCI would be willing to accept the results of the Florida Public
19		Service Commission and apply its decision in that generic case to MCI's ICA
20		with BellSouth. (Docket No. 041338-TP) However, in no event should the

⁷ TRRO, ¶ 213.

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1		Florida bulk hot cut rates be more than 90 percent of the Commission's ordered			
2		rates for individual hot cuts.			
3 4 5			ISSUE 12		
6 7 8 9		Should MCI be re negligent act com PBX Locate Servic	Should MCI be required to indemnify BellSouth for BellSouth's own negligent act committed in conjunction with BellSouth's provision of PBX Locate Service? (Attachment 2, Section 7.4.2.2.)		
10 11 12 13 14		MCI Position:	No. BellSouth should be responsible for its own torts and the parties already have agreed to comprehensive indemnification language in the General Terms and Conditions section.		
15 16 17 18 19 20 21 22 23 24 25 26 27		BST Position:	In conjunction with its obligation to provide 911 service to MCI as a UNE, BellSouth voluntarily makes available to MCI its PBX Locate Service, which is identical to BellSouth's retail product, Pinpoint. The Pinpoint product allows BellSouth's retail customers to identify for emergency personnel the locale of an incoming 911 call in a campus/hotel/hospital environment. Because this is a retail offering that BellSouth provides to its wholesale customers through PBX Locate, MCI may purchase the product but only at the same terms and conditions that apply to BellSouth's retail customers.		
27 28	Q.	WHAT IS THE	DISPUTE BETWEEN MCI AND BELLSOUTH THAT		
29		GAVE RISE TO	ISSUE 12?		
30	A.	BellSouth has agree	eed to offer its 911 PBX Locate Database Capability to MCI.		
31		MCI's end user of	r end user's database management agent will provide the end		
32		user's PBX static	n numbers and corresponding address and location data to		
33		BellSouth's 911 d	atabase vendor, who will maintain it in BellSouth's database.		
34		BellSouth's prop	osed agreement language requests that MCI indemnify		

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1	BellSouth for BellSouth	BellSouth for BellSouth's own negligence committed in conjunction with the	
2	provision of this service	. This is unreasonable, because BellSouth should be	
3	responsible for its own to	responsible for its own torts. The parties have already agreed to comprehensive	
4	indemnification language	indemnification language in Section 5 of the General Terms and Conditions of	
5	the Agreement, and ther	the Agreement, and there is no reason for a special carve-out for this service.	
6	Further, the Commission	Further, the Commission should not impose an indemnification obligation on	
7	MCI that MCI is not w	MCI that MCI is not willing to undertake. As such, BellSouth's proposed	
8	language for Attachmen	language for Attachment 2, Section 7.4.2.2 should be rejected and MCI's	
9	proposed language shoul	proposed language should be adopted.	
10			
11		ISSUE 27	
12 13 14 15 16 17 18 19 20 21 22 23 24 25	What terms and condition other party's ability to and Attachment 2, Section MCI position: Be ne eq ne th di Sec op la ev	ons apply when one party interferes with or impairs the provide service? (Attachment 4, Sections 5.18, 5.18.1 ons 2.11.1, 2.11.1.2, 2.11.1.3, 2.11.2.) ellSouth has proposed language that would give it parly unbridled authority to disconnect MCI's collocated puipment and facilities. Electronic transmissions ecessarily cause some degree of interference and it is erefore inappropriate for BellSouth to have unlimited scretion as to how much interference will be allowed. to long as MCI's collocated equipment and facilities perate within explicit national standards or applicable to disconnection should not be authorized, except in the pent of a threat of loss of life or damage to property.	
26 27 28 29 30 31 32 23	M B fa na sa M	CI's language appropriately and fairly requires that ellSouth shall not knowingly deploy or maintain accilities or equipment that, in excess of that permitted by ational standards or law, interferes with or impairs prvice over MCI's facilities, or which causes damage to ACI's plant. Nor should BellSouth disconnect, remove or ttempt to repair MCI's facilities, without its consent.	

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1 2 3 4 5			MCI's proposed language, moreover, unlike BellSouth's collocation language, requires each party to reasonably notify the other of situations that may result in service problems.
6 7 8 9		BST Position:	The parties have already agreed that BellSouth will not knowingly interfere with or impair MCI's ability to provide service. MCI should be subject to this same obligation.
10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28			MCI should not be permitted to use any product or service provided under this Agreement that interferes with or impairs BellSouth's or another carrier's ability to provide service. If BellSouth reasonably determines that any equipment or facilities of MCI violates the provisions of this paragraph, BellSouth shall provide written notice to MCI and request that MCI cure the violation 48hours or, if such cure is not feasible, to commence curative measures within twenty-four (24) hours and exercise reasonable diligence to complete such measures as soon as possible thereafter. If MCI fails to do either, or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event, BellSouth may take such action as it deems necessary to eliminate such threat including, without limitation, the interruption of electrical power to MCI's equipment and/or facilities.
29 30	Q.	WHAT IS THE BA	CKGROUND TO THIS ISSUE?
31 32	А.	Section 5.18 of A	Attachment 4 and its subparts concern interference or
33		impairment to Bells	South's or a third party's services caused by a collocator's
34		equipment or servic	es. It is important to understand, as a preliminary matter,
35		that all electronic ec	uipment to some degree interferes with, degrades or impairs
36		the transmissions an	d signals of nearby electronic equipment. Thus BellSouth's

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1 central office equipment interferes with CLECs' collocated equipment, and vice 2 versa. The North Carolina Utilities Commission so recognized in approving generic collocation language that permits neither party to a collocation 3 4 agreement to interfere with impair service in excess of that explicitly 5 permitted by applicable law or national standards. See §5.1.1, Standard 6 Offering, May 14, 2004 (revised in other respects, March 10, 2005), In re: Generic Collocation, Docket No. P-100, Sub 133j. Given the rights of CLECs 7 to collocate, the first question is how much electronic interference or impairment 8 9 is appropriate.

10

11 Q. IS THERE LANGUAGE IN ATTACHMENT 4 (COLLOCATION)

12 THAT ADDRESSES THIS QUESTION?

Yes, and MCI and BellSouth have agreed on the answer to this first question. 13 A. Section 5.18 states that MCI shall not use any service or equipment that 14 15 significantly degrades, interferes with or impairs BellSouth's or another's 16 service in excess of what is explicitly permitted under law or national standards, 17 or that endangers or damages BellSouth's or another's facilities, or that 18 compromises the privacy of communications, unless authorized by tariff or law, 19 or that creates an unreasonable risk of injury or death. MCI and BellSouth have 20 also agreed that BellSouth may provide notice directing MCI to cure any such 21 violations, and, in Section 5.18.1, that, except in some circumstances (which are 22 described in agreed-upon language in Section 5.18.2), if the violation is of such

1		character as to pose an immediate and substantial threat of damage to property
2		or injury or death to any person, then and only in that event, BellSouth may take
3		such action as it deems necessary to eliminate such threat including, without
4		limitation, the interruption of electrical power to MCI's equipment or facilities.
5		
6	Q.	WHAT, THEN, IS THE ISSUE WITH INTERFERENCE OR
7		IMPAIRMENT REGARDING COLLOCATION?
8	A.	The remedies available to BellSouth are potentially drastic in their application.
9		The issue is the circumstances under which BellSouth may take such actions,
10		and what, if any, notice of such actions BellSouth needs to provide MCI.
11		BellSouth's proposed language would give BellSouth virtually unlimited
12		authority to disconnect MCI's equipment, and without notice.
13		
14	Q.	WHAT IS THE DISPUTED LANGUAGE CONCERNING THIS ISSUE IN
15		ATTACHMENT 4?
16	A.	BellSouth first proposes that it may take any action as it deems necessary,
17		including the interruption of power, not only in those instances in which there is
18		an immediate and substantial threat of damage, injury or death, but also in any
19		circumstance in which any service or equipment significantly degrades,
20		interferes with or impairs BellSouth's or another's service (whether or not in
21		excess of what is explicitly permitted under law or national standards), or
22		endangers or damages BellSouth's or another's facilities, or compromises the

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1	privacy of communications (unless authorized by tariff or law), or creates an
2	unreasonable risk of injury or death, and MCI fails to cure the purported
3	violation within a limited window.

Second, although BellSouth agrees that it will attempt to provide notice
to MCI prior to the taking of action, it disavows any requirement to provide
prior notice, as well as any liability for any damages to MCI resulting from such
action, except for willful misconduct.

8

9 Q. WHAT IS YOUR RESPONSE TO BELLSOUTH'S LANGUAGE?

10 Only in the event of a threat of injury, loss of life or damage to property should A. 11 BellSouth be permitted to exercise its power to "pull the plug" on MCI's 12 equipment. Moreover, MCI does not propose that BellSouth necessarily must 13 contact it in every conceivable situation; however, BellSouth should have to 14 attempt to contact MCI, and it is unreasonable for BellSouth to propose 15 otherwise. MCI has communicated to BellSouth that MCI would accept any 16 reasonable network interference language as long as such language is mutual 17 and that it applies throughout the agreement. BellSouth insists on having separate network interference language in the collocation attachment. While 18 19 MCI is willing to accommodate Bellsouth on this matter, MCI continues to believe that the protections afforded to each party should be symmetric. 20 BellSouth has refused even this. 21

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1		Finally, in Section 5.18.1 BellSouth also proposes that the term
2		"advanced service" should be "as described in Section 5.18.2," when what is
3		described in that section, which consists of agreed-upon language only, is
4		"advanced service which significantly degrades the performance of other
5		advanced services or traditional voice band services." Thus BellSouth's
6		introduction of the dependent phrase, "as described in Section 5.18.2," to
7		somehow further define "advanced service," is redundant and confusing.
8		
9	Q.	WHAT IS THE DISPUTED LANGUAGE IN ATTACHMENT 2
10		(NETWORK ELEMENTS AND OTHER SERVICES) CONCERNING
11		THIS ISSUE?
12	A.	It is important to remember that Attachment 2 concerns the obligation of
13		BellSouth pursuant to 47 U.S.C. §251(c)(3) to provide unbundled network
14		elements to MCI. BellSouth, having rejected network interference language
15		that would apply throughout the interconnection agreement, and instead having
16		insisted on language in Attachment 4 that unilaterally protects it from network
17		interference, now insists that language regarding the provision by it of UNEs be
18		reciprocally applied, so that, once again, CLECs are obligated to protect
19		BellSouth's network. Thus, in the section headed "Network Interface," and its
20		subparts (collectively, Section 2.11.1), BellSouth wants to require MCI to
~ 1		refrain from the knowing deployment or maintenance of circuits facilities or

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- equipment that interfere with or impair service of the other party or a third party,
 or that cause damage to BellSouth's plant.
- 3
- 4

Q. WHAT IS YOUR RESPONSE?

5 Not only is the proposed extension of this language to CLECs redundant, given A. 6 the unilateral protections of BellSouth in the network interference language in 7 Attachment 4, but BellSouth cannot have it both ways: the language in Attachment 4 cannot be unilateral, while the language in Attachment 2 is 8 9 Either the network interference language (to the extent it is reciprocal. reasonable) in both sections is reciprocal, or, if (reasonable) language is to be 10 11 unilaterally applied against MCI in Attachment 4, as MCI concedes, then such 12 language should be unilaterally applied against BellSouth in Attachment 2.

13

14 Q. WHY HAS BELLSOUTH OBJECTED TO MCI'S PROPOSAL TO

15 MAKE THE LANGUAGE IN ATTACHMENT 4 SYMMETRIC?

A. I understand that BellSouth says that collocation is a special case, and that MCI
cannot have the same rights within a BellSouth central office that BellSouth has.
For instance, BellSouth says that MCI can not be allowed to access BellSouth's
equipment or the equipment of third parties in order to "pull the plug" on it.

20

21 Q. HOW DO YOU RESPOND?

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1	А.	MCI concedes this	subtle difference, but MCI has suggested a solution.
2		BellSouth proposes	that BellSouth should be allowed to disable MCI's
3		equipment to protect	the network of BellSouth or a third party from interference
4		caused by MCI's equ	ipment. MCI would be willing to accept this, if BellSouth
5		were obligated to us	e the same procedures to protect MCI's network. That is,
6		BellSouth should be	e obligated to disable BellSouth's own equipment, or the
7		equipment of a third	party, to protect MCI's network from interference caused
8		by the equipment c	f BellSouth or a third party. This suggestion addresses
9		BellSouth's concern	about MCI's access to BellSouth's office, while providing
10		MCI nondiscriminat	ory protection against network interference.
11			
12			ISSUE 29
13		What are the approp	riate rates for collocation, including:
14 15		(a) for co	onversion of virtual to physical collocation;
16 17		(Attachment	4, Pricing Attachment.)
18 19			D. 110
20 21		MCI Position:	approved by the Commission and are unreasonable and
22 23			discriminatory.
24 25		BST Position:	BellSouth proposed charges for the conversion from
26 27			virtual to physical collocation are TELRIC based.
28 29			
30	Q.	WHAT DOES BEI	LLSOUTH PROPOSE FOR VIRTUAL TO PHYSICAL
31		COLLOCATION	RELOCATION OF CIRCUITS?

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А.	BellSouth proposes that it be permitted to charge \$33 for each DS0 and \$52 for
	each DS1 or DS3 it may relocate should MCI request to change a virtual
	collocation to a physical collocation.
Q.	WHAT IS THE DIFFERENCE BETWEEN A PHYSICAL
	COLLOCATION AND A VIRTUAL COLLOCATION?
А.	The major difference between a physical and virtual collocation is that with
	virtual collocation, BellSouth leases MCI's equipment, and the equipment is
	located in BellSouth's equipment line up. With physical collocation, MCI's
	equipment is located in MCI's collocation room, cage or area.
Q.	WHAT TASKS WOULD BELLSOUTH HAVE TO PERFORM TO
	RELOCATE CIRCUITS TO CHANGE FROM VIRTUAL TO PHYSICAL
	COLLOCATION?
А.	BellSouth would have to do the following tasks: plan the removal of MCI's
	equipment from its line up; remove MCI's equipment and give it to MCI; and,
	change the identifiers for MCI's facilities in its systems (e.g. TIRKS) from
	virtual to physical. This system change is necessary so that BellSouth can bill
	virtual to physical. This system change is necessary so that BellSouth can bill MCI its corresponding collocations rates.
	virtual to physical. This system change is necessary so that BellSouth can bill MCI its corresponding collocations rates. MCI's collocated equipment, whether virtually or physically collocated,
	 virtual to physical. This system change is necessary so that BellSouth can bill MCI its corresponding collocations rates. MCI's collocated equipment, whether virtually or physically collocated, interface with BellSouth's equipment through a meet point of some kind. As
	 virtual to physical. This system change is necessary so that BellSouth can bill MCI its corresponding collocations rates. MCI's collocated equipment, whether virtually or physically collocated, interface with BellSouth's equipment through a meet point of some kind. As such, no changes are necessary to facilities on BellSouth's side of the meet
	А. Q. Q. А.

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1 2 HOW LONG SHOULD IT TAKE BELLSOUTH TO PLAN THE **Q**. 3 **REMOVAL OF MCI'S EQUIPMENT AND REMOVE MCI'S EQUIPMENT FROM ITS LINE UP?** 4 The amount of time it would take BellSouth to plan and remove MCI's 5 Α. 6 equipment from its line up would depend on the type of equipment and how 7 much equipment needs to be removed. From a cost recovery and pricing perspective, what is important in this case is that primary cost driver is not the 8 number of circuits. The primary cost drivers are the amount of equipment to be 9 10 relocated and the relocation request in general. BellSouth's cost in this regard 11 does not vary significantly depending on the number of circuits. As such, most of virtual to physical relocation costs should be recovered through non-variable 12 charge(s). 13 14 PROPOSED VIRTUAL TO PHYSICAL 15 Q. DOES **BELLSOUTH'S RELOCATION RATE STRUCTURE COMPLY WITH HOW ITS COSTS** 16 **ARE INCURRED?** 17 18 No. BellSouth proposes a per circuit rate for virtual to physical relocation that Α. does not vary by volume. As such, BellSouth proposed per circuit rate structure 19 for virtual to physical relocation fails to comply with how its costs are incurred. 20

21

22 Q. HOW MUCH TIME SHOULD IT TAKE BELLSOUTH TO MAKE 23 RECORD CHANGES IN ITS SYSTEMS?

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- If BellSouth had to change the record for each circuit individually, because 1 A. MCI is only relocating some if its facilities, it should take BellSouth no more 2 than 30 seconds per circuit. However, a typical virtual to physical relocation 3 would be a situation where MCI would be relocating all of its collocated 4 facilities. Therefore, BellSouth should be able to make global changes to its 5 system(s) so that all facilities on each piece of MCI equipment are re-identified 6 with one system entry. As such, on a per circuit basis, BellSouth's labor time to 7 change the records in its systems for virtual to physical collocation relocation 8 should be much, much less than 30 seconds, because the amount of time to make 9 an individual record change (e.g. 30 seconds) should be divided by the number 10 of circuits on each piece of equipment. 11
- 12 13

14 Q. WHAT DOES MCI BELIEVE SHOULD BE A REASONABLE INTERIM 15 PER CIRCUIT RELOCATION RATE?

- A. Assuming a \$40 hourly labor rate and 30 seconds to make a record change, it
 costs \$0.33 per DS0, DS1 or DS3 to re-identify circuits. As such, a charge of
 no more than \$0.33 per DS0, DS1 or DS3 circuit would be a reasonable interim
 relocation rate until a full cost analysis can be completed.
- 20

Q. WOULD THIS \$0.33 CHARGE RECOVER BELLSOUTH'S COST TO PLAN THE RELOCATION AND REMOVE MCI'S EQUIPMENT FROM ITS LINE UP?

1 A. No. Separate charge(s) may have to be developed for this.

2

Q. IS IT POSSIBLE THAT BELLSOUTH'S OVERHEAD COSTS TO PLAN
COLLOCATIONS ARE RECOVERED THROUGH EXISTING UNE
RATES?

A. Yes. As such, it is possible that absent offsetting reductions to other rates, no
new charges for planning virtual to physical collocation would be warranted. It
is important to keep in mind that UNE ratemaking for individual rate elements
must take into account costs allocated and recovered by the rates for all other
elements.

11

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12 Q. HAS BELLSOUTH PROVIDED MCI WITH ITS COST SUPPORT FOR

13 ITS PROPOSED RATES?

A. No. As such, MCI cannot provide a more accurate analysis at this time. MCI
only knows for sure that BellSouth's proposed rate structure is not correct and is
unreasonable.

18 BILLING

ISSUE 32

What charges, if any, should be imposed for records changes made by
the parties to reflect changes in corporate names or other LEC
identifiers such as OCN, CC, CIC and ACNA? (Attachment 7, Section
1.14.1; Pricing Attachment.)

25MCI Position:Each party must make a number of changes (e.g., to the
LERG, and to the CLLI) when merger activity occurs.

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1 2 3			Each party benefits from these changes, and thus each party should bear its own expenses.
4		BST Position.	This issue is not appropriate for arbitration in this
т 5		DST TOSHOH.	proceeding because it involves a request by MCI that is
6			not encompassed within BellSouth's obligations pursuant
7			to § 251 of the Act BellSouth's Merger and Acquisition
v Q			process available on its interconnection website explains
0			the process for obtaining rates for records changes
10			associated with merger and acquisition activity Requests
11			of this type are initiated based on a business decision
12			made by MCL consequently the associated charges to
12			nerform this work should be home by MCI
14			perform this work should be borne by mer.
15			
16	0	WHAT IS THE T	DISPUTED CONTRACT LANGUAGE THAT THIS
10	Q.		
17		ISSUE CONCERNS	\$?
18	A.	The disputed contract	ct language is as follows with agreed upon language in
19		normal type, MCI's	proposed language in bold italic type and BellSouth's
20		proposed language in	bold underline type:
21 22 23	1.14.1	If a Party MC	<u>CI</u> needs to change, <u>add to, eliminate or convert</u> any of its
23		$\frac{OCIN(S), ACI}{"Company I$	(dantifiers") under which it operates when MCL has
2 4 25		<u>already been</u>	<u>conducts</u> conducting business utilizing those Company
25		Identifiers it	addition to complying with any industry requirements for
20		changing the	code or number it shall also give the other Party notice in
27		order to allow	w it to undate its records without disrupting service Both
20		Parties MCI	shall <i>bear</i> nay all <i>their own costs</i> charges as a result of
30		such change	and being an inclusion of conversion to the new
31		<u>Company Id</u>	entifiers. Such charges include, but or not limited to, all
32		time require	d to make system undates to all of MCI's End User
33		records and	any other changes to BellSouth systems or MCI records.
34		and will be	handled in a separately negotiated agreement or as
35		otherwise re	quired by BellSouth when making such administrative
36		changes.	
37		····Ø	
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1	Q.	AS WOULD BE REQUIRED BY BELLSOUTH'S PROPOSED
2		AGREEMENT LANGUAGE, IS IT APPROPRIATE FOR MCI TO BE
3		REQUIRED TO PAY BELLSOUTH FOR COSTS INCURRED FOR
4		ADMINISTRATIVE CHANGES AND BELLSOUTH NOT BE
5		REQUIRED TO PAY MCI FOR COSTS INCURRED AS A RESULT OF
6		ADMINISTRATIVE CHANGES?
7 8	A.	No. If any such separate charges are warranted, the contract provisions should
9		be reciprocal and BellSouth should likewise be required to pay MCI for costs it
10		may incur as a result of administrative changes.
11 12	Q.	ARE THE COSTS THAT BELLSOUTH INCURS TO CHANGE
13		BILLING IDENTIFIERS CAPTURED IN THE COMMON COST THAT
14		WAS APPLIED TO ALL RECURRING AND NONRECURRING UNE
15		RATES?
16	A.	Yes. Again, similar to the case of service rearrangement charges that I
17		have already discussed, changing billing identifiers is an activity the
18		BellSouth has done for decades and BellSouth's historical cost
19		associated with changing billing identifiers for customers was not
20		removed from the development of the factors used to create the currently
21		effective UNE rates.
22	Q.	SINCE BELLSOUTH RECOVERS THE FORWARD-LOOKING
23		COST OF CHANGING BILLING IDENTIFIERS THROUGH ITS

4 F

1		EXISTING RECURRING AND NONRECURRING UNE RATES,
2		SHOULD NEW SEPARATE NONRECURRING CHARGES FOR
3		RECORD CHANGES BE CREATED?
4	A.	No. As I discussed above regarding BellSouth's proposed service
5		rearrangement charges, the FCC UNE pricing rules ⁸ do not permit
6		BellSouth to create any new UNE rates without either an offsetting
7		reduction to existing UNE rates, or a determination that the activity in
8		question was not part of the Commission calculation of TELRIC and
9		new cost case to reset TELRIC.
10		
11	Q.	WHAT COULD BE DONE TO ESTABLISH RECORD CHANGE
12		CHARGES THAT DO NOT VIOLATE FCC UNE PRICING
13		RULES?
14	A.	To comply with FCC UNE pricing rules and the Commission's prior
15		determination of TELRIC, the Commission would have to do three
16		things to eliminate double cost recovery. First, the Commission would
17		have to determine if the rates being proposed reflect the forward-looking
18		nonrecurring cost incurred for the activity. Second, the Commission
19		would have to calculate the amount of revenue that would be generated
20		by whatever is determined to be the appropriate record change
21		nonrecurring charges. Third, the Commission would need to reduce

⁸ 47 CFR 51.511(a).

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- existing UNE loop recurring rates to offset the additional revenue created
 by the new record change nonrecurring rates.
- 3

4 Q. IS THE ABOVE ACTIVITY NECESSARY?

5 A. No. There is no reason for BellSouth to create a separate charge to be 6 assessed upon MCI for record changes. This activity should continue to 7 be considered to be a normal and administrative cost of doing business and any costs caused by this activity should continue to be recovered by 8 BellSouth through the factors applied to all recurring and nonrecurring 9 UNE rates. As such, it would be reasonable to create ordering codes for 10 this activity and set the rates for this activity at zero. This is what MCI 11 12 proposes in its Attachment 2, Exhibit A (See, Exhibit GJD-2, USOCs 13 URETE and URETC).

14

15 Q. SHOULD ANY CHARGES FOR RECORD CHANGES BE PERMITTED?

No. Not only would BellSouth's language require MCI, and MCI only, to pay 16 A. in the event that LEC identifiers are changed, BellSouth would require that MCI 17 pay charges that BellSouth has separately and unilaterally determined and that 18 19 BellSouth failed to disclose throughout the parties' negotiations. The recently concluded bankruptcy proceedings in the Bankruptcy Court for the Southern 20 21 District of New York involving MCI and its corporate parent and affiliates 22 expressly authorized the reorganization of those companies, including the mergers of MCI and affiliated local exchange carriers, and transfers of local 23

1		exchange-related a	assets to MCI from other affiliated carriers. MCI's Plan of
2		Reorganization in	the bankruptcy case precludes carriers, including BellSouth,
3		from assessing ch	arges on MCI for the consolidation of entities carried out
4		pursuant to the Pla	n. The bankruptcy court entered an order approving the Plan.
5		BellSouth was a p	arty to the bankruptcy cases and is therefore bound by them.
6		Thus, to the exte	nt that BellSouth seeks recovery of costs relating to such
7		mergers and transf	fers, it is foreclosed by the orders of the bankruptcy court and
8		BellSouth risks vio	plations of the orders in effect from that court.
9			
10			ISSUE 33
11 12		How should the ra (Attachment 7, Sec	te for the calculation of late payments be determined? ction 1.17.)
13 14 15 16		MCI Position:	The late payment rate should be included in the agreement and capped by applicable law.
17 18 19 20		BST Position:	BellSouth is willing to agree to language requiring it to comply with applicable law regarding late payment charges. It is unnecessary to include a late payment pricing table.
21			
22	Q.	WHAT IS THE I	DISPUTE BETWEEN THE PARTIES IN ISSUE 33?
23	A.	MCI does not be	elieve its interconnection agreement with BellSouth should
24		incorporate by refe	erence any provisions of any BellSouth tariff.
25			
26	Q.	IS BELLSOUTH	H'S REQUEST TO HAVE UNILATERAL CONTROL
27		OVER THE RAT	TE FOR LATE PAYMENT FEES REASONABLE?

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1	А.	No. Neither party should have unilater	al control over any rate charged under the
2		agreement. BellSouth's request in thi	s regard is completely unreasonable and
3		should be rejected.	
4			
5	Q.	WHAT IS MCI'S PROPOSAL IN T	HIS REGARD?
6			
7	A.	MCI proposes that the late payment	rate be included in the Agreement and
8		capped by applicable law would be su	bject to change only by agreement or the
9		change of law process. MCI's langua	age is reasonable, complies with the Act
10		and should be adopted.	
11		ISS	UE 34
12 13 14 15 16 17		What terms and conditions apply to: (A) nonpayment of past due bill become past due during any (B) Nonpayment of a requested	ings and additional amounts that suspension? deposit?
18 19 20 21 22 23 24 25 26 27 28		MCI Position: The process pro- process is similar BellSouth propo- event of any pa and regardless discontinue serve broadly, which required to go before discontinue	poposed by MCI should be used. This lar to the process currently in place. ses a process that would enable it, in the yment that is not on time on an account, whether payment is disputed, to ice and take other actions unilaterally and is inappropriate. BellSouth should be through the dispute resolution process uing service.
29 30 31 32 33		BST Position: Based on MCI filing of bankrug dispute. Accord to suspend, of nonpayment of l	's prior financial history, including the otcy, MCI should pay all billings and then dingly, BellSouth should have the ability liscontinue, or terminate service for billings.

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1 2 3 4 5 6		In addition, MCI should be required to pay any additional, undisputed amounts that become past due during any suspension or cure period. Regarding deposits, there is no dispute that BellSouth can
7 8 9		request a deposit. Thus, BellSouth should have the right to suspend, discontinue, or terminate for nonpayment of a deposit request.
10 11	Q.	WHAT IS THE DISPUTE BETWEEN THE PARTIES WITH ISSUE 34?
12	А.	BellSouth seeks to change the existing process so that it would be able to
13		suspend and disconnect all services to MCI, even when bills are in dispute.
14		BellSouth thus proposes to resort to self-help that would have dire consequences
15		for consumers and businesses alike.
16		
17	Q.	IS MCI'S PROPOSED DISPUTE RESOLUTION LANGUAGE
18		CONSISTENT WITH THE PROVISIONS OF ITS EXISITING ICA
19		WITH BELLSOUTH?
20	A.	Yes. MCI proposes a process consistent with that contained in the parties'
21		current interconnection agreement. For non-disputed amounts owed, MCI's
22		language would enable BellSouth to take action to suspend and disconnect
23		services to MCI. For disputed amounts, BellSouth would be required to go
24		through the dispute resolution process before taking any action to suspend and
25		disconnect services. In either case, the services to be suspended or disconnected
26		would be those related to the accounts on which payment is past due.

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2 Q. WOULD IT BE REASONABLE TO PERMIT BELLSOUTH TO 3 SUSPEND AND DISCONNECT MCI SERVICES WHEN BILLS FOR 4 SUCH SERVICES ARE IN DISPUTE?

- 5 A. No. This provision would permit BellSouth to render inaccurate bills to MCI, 6 and disconnect MCI's service if MCI were to dispute the inaccurate bills. This 7 is not reasonable and BellSouth proposed agreement language should be 8 rejected.
- 9

10 Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?

11 A. Yes.

Docket 050419-TP Witness: Darnell Exhibit _____ (GJD-1) Gregory J. Darnell Professional Experience Page 1 of 3

GREGORY J. DARNELL <u>PROFESSIONAL EXPERIENCE</u>

7/1/05 – Date EXECUTIVE STAFF MEMBER, MCI, REGULATORY ECONOMICS

Responsibilities: Define public policy and ensure effective advocacy.

4/20/04 – 6/ 30/05 SENIOR MANAGER, MCI, REGULAORY ECONOMICS

Responsibilities: Define public policy and ensure effective advocacy.

6/21/96 –4/20/04 REGIONAL SENIOR MANAGER, MCI WORLDCOM, INC., PUBLIC POLICY.

Responsibilities: Define public policy and ensure effective advocacy throughout BellSouth Region.

9/1/95 - 6/21/96 SENIOR STAFF SPECIALIST III, MCI, NATIONAL ACCESS POLICY.

Responsibilities: Define MCI's national access policies and educate field personnel. Present MCI's access policy positions to Executive Management and obtain concordance.

9/1/94 - 9/1/95 SENIOR STAFF SPECIALIST III, MCI, CARRIER RELATIONS.

Responsibilities: Manage MCI's business relationship with ALLTEL.

1/1/93 - 9/1/94 SENIOR STAFF SPECIALIST II, MCI, SOUTHERN CARRIER MANAGEMENT.

Responsibilities: Chief of Staff.

9/1/91 - 1/1/93 MANAGER, MCI, ECONOMIC ANALYSIS.

Responsibilities: Testify before state utility commissions on access issues. Write tariff and rulemaking pleadings before the FCC. Serve as MCI's expert on Local Exchange Carrier revenue requirements, demand forecasts and access rate structures.

1/1/90 - 9/1/91 SENIOR STAFF SPECIALIST I, MCI, FEDERAL REGULATORY.

Responsibilities: Direct FCC tariff and rulemaking analysis. Provide access cost input to MCI's Business Plan. Write and file petitions against annual tariff filings and requests for rulemaking. Train State Utility Commissions on the use and design of financial databases.

Docket 050419-TP Witness: Darnell Exhibit _____ (GJD-1) Gregory J. Darnell Professional Experience Page 2 of 3

1/1/89 - 1/1/90 STAFF SPECIALIST III, MCI, FEDERAL REGULATORY.

Responsibilities: Track and monitor tariff transmittals for Ameritech, BellSouth, SWBT and U S West. Author petitions opposing RBOC tariff filings. Represent MCI at National Ordering and Billing Forum.

Exhibit GJD-1 (CONT)

10/9/87 - 1/1/89 SUPERVISOR, MCI, TELCO COST ANALYSIS

Responsibilities: Supervise team of analysts in their review of interstate access tariff changes. Coordinate updates to Special Access billing system.

1/1/86 - 10/9/87 FINANCIAL ANALYST III, MCI, TELCO COST.

Responsibilities: Analyze MCI's access costs and produce forecasts.

6/1/85 - 1/1/86 STAFF ADMINISTRATOR II, MCI, LITIGATION SUPPORT.

Responsibilities: Support MCI's antitrust counsel in taking depositions, preparing interrogatories and document requests.

1/1/84 - 6/1/85 PRODUCTION ANALYST, MCI, LITIGATION SUPPORT.

Responsibilities: Review and abstract MCI and AT&T documents obtained in MCI's antitrust litigation.

8/1/82 - 1/1/84 LEGAL ASSISTANT, GARDNER, CARTON AND DOUGLAS.

Responsibilities: Research and obtain information from the FCC, FERC and SEC.

EDUCATIONAL EXPERIENCE

9/1/00 – 12/15/04 UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE, M.S. TELECOMMUNICATIONS MANAGEMENT

Studies: Network & Internet Engineering, MIS Integration, Management Accounting, International Public Policy, Strategic and Organizational Management of Technology, and IT Acquisition.

9/1/91 - 1/1/93 GEORGE WASHINGTON UNIVERSITY,

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GRADUATE SCHOOL OF TELECOMMUNICATIONS.

Studies: Public Policy, Electrical Engineering and Economics.

9/1/78 - 6/1/82 UNIVERSITY OF MARYLAND, B.A.B.S.S., ECONOMICS.

Studies: Macro and Micro Economics, Statistics, Calculus, Astronomy and Music.

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	NOTE:	(1) CLEC should contact its contract negotiator if it prefers the	e "state s	pecific	" OSS charges as or	dered by the	State Commis	sions. The OS	S charges curr	ently containe	d in this rate e	chibit are th	e BellSouth	"regional" se	vice ordering	charges. CL	E
ſ		OSS - Electronic Service Order Charge, Per Local Service								_							
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		ODUF: Message Processing, per message					0.002146										
		ODUF: Message Processing, per Magnetic Tape provisioned					35.91										
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010375										
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1	NOTE:	The "Zone" shown in the sections for stand-alone loops or lo	ops as p	art of a	combination refers t	o Geograph	ically Deaverag	ed UNE Zones	. To view Geo	graphically De	averaged UNE	Lone Design	tations by c	cintai Onice,	feter to intera	et web site.	
	http://w	ww.interconnection.bellsouth.com/become_a_clec/html/interconnection.bellsouth.com/beco	connectio	on.htm.							· · · · · · · · · · · · · · · · · · ·				1		
OPERA	TIONAL	SUPPORT SYSTEMS (OSS) - "STATE SPECIFIC RATES"								I		l	1				
	NOTE:	(1) CLEC should contact its contract negotiator if it prefers the "reg	ional" OS	S charo	es as offered by BellS	outh. The O	SS charges curre	ently contained	in this rate exhi	bit are the PSC	state ordered "s	tale specific'	' service orde	ering charges.	CLEC may ele	ct either the st	ate specific
1 1	Commis	sion ordered rates for the service ordering chames or CLEC may	elect the	regiona	service ordering char	oe, however	CLEC can not o	btain a mixture	of the two rega	rdless if CLEC h	as a interconne	ction contrac	t established	l in each of the	9 states.		
	VOTE	(0) A subject that are be and all desired built will be billed as	cick the	the CC	MCC rate listed in this	ger nemeter.	light of the Ba	South's Local	Ordering Handl	book (LOH) to de	etermine if a pro	duct can be	ordered elec	tronically For	those element	s that cannot b	e ordered
	NOTE:	(2) Any element that can be ordered electronically will be billed ac	cording to	the SC	MEC rate listed in this	s category. F	rease refer to be	moouin's Locan	Ordering Hand	ling for that alon	etermine it a pro	the manual	I ordering ch	ama SOMAM	will be applied	to a CI ECs bil	when it
	electron	ically at present per the LOH, the listed SOMEC rate in this catego	ry reflects	s the ch	arge that would be bill	ed to a CLEC	conce electronic	ordering capab	Rittes come on-		ICHI, OUICIMISE	, uic manua	i bidening cin	alge, sowinit,	war be applied	IO & OLLOS DA	mente
	submits	an LSR to BellSouth.											<u> </u>		r		
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L		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	I	3	UEANL	UEAL2	26.97	49.57	22.83	25.62	6.5/	1					
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		Order Coordination for Specified Conversion Time for UVL-SL1	1	1			1]	1	1	1		1		1
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		2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	7.69	44.98	20.90	24.88	6.45						
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	10.92	44.98	20.90	24.88	6.45						
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	19.38	44.98	20.90	24.88	6.45						
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		4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	26.84	167.86	115.15	67.08	15.56					L/	I
		4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	47.62	167.86	115.15	67.08	15.56					<u> </u>	l
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}	——— I	Tacility reservation - Zone 3		3	UAL	UAL2W	20.94	124.83	/1.12	60.64	9,12						
<u> </u>	<u> </u>	Urder Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		23.02			L						
		CLEC to CLEC Conversion Charge without outside dispatch	N	L	UAL	UREWO	· · · · · · · · · · · · · · · · · · ·	86.19	40.39		L				<u> </u>	/ /	
	2-WIRE	HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPAT	TIBLE LO	DOP	<u></u>							· · · · · · · · · · · · · · · · · · ·				l	·
1	1	2 wire Unbundled HDSL Loop including manual service inquiry &	1				I _			1		1				1 1	i i
1	1	Itacility reservation - Zone 1	1	1 1	IUHL	IUHL2X	7.22	159 09	11341	1 75.05	15.63	1			•	,	,

														Attach	ment: 2	Exhi	bit: A
CATEG	ORY	NETWORK ELEMENTS - Florida	Interim	Zone	BCS	USOC			RATES (\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
	<u> </u>	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2		UHL2X	10.26	159.09	113.41	75.05	15.63						
	<u> </u>	2 Wire Unbundled HDSL Loop including manual service inquiry &								75.05	45.82						
-	ļ	facility reservation - Zone 3 2 Wire Linburghed HDSL Loop without manual service inquiry and		3			18.21	159.09	113.41	/5.05	15,03						
		facility reservation - Zone 1		1	UHL	UHL2W	7.22	134.40	80.69	60.64	9.12	ļ				ļ	<u> </u>
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL.	UHL2W	10.26	134,40	80.69	60.64	9.12						
		2 Wire Unbundled HDSL Loop without manual service inquiry and	·	1							0.47						
		facility reservation - Zone 3		3			18.21	134.40	80.69	00.04	9.12						
	┝	CLEC to CLEC Conversion Charge without outside dispatch	N	-	UHL	UREWO		86.12	40.39								
	4-WIRE	HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPA	TIBLE LO	DOP								ļ				<u> </u>	
		4 Wire Unbundled HDSL Loop including manual service inquiry	ļ	Ι.			40.00	102.24	120.08	77 15	12.61						
<u> </u>	ł	and facility reservation - Zone 1				UHL4X	10.00	193.31	130.90	1.13							
		and facility reservation - Zone 2		2	UHL	UHL4X	15.44	193.31	138.98	77.15	12.61	L					
	1	4-Wire Unbundled HDSL Loop including manual service inquiry				LILE AV	27 30	103 31	138.98	77 15	12.61						
	<u> </u>	4-Wire Unbundled HDSL Loop without manual service inquiry and		1-3-			21.55	100.01	100.00								
		facility reservation - Zone 1	[1		UHL4W	10.86	168.62	<u>115.47</u>	62.74	11.22	<u> </u>	<u> </u>			┟────	
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15,44	168.62	115.47	62.74	11.22						
		4-Wire Unbundled HDSL Loop without manual service inquiry and									44.77						
		facility reservation - Zone 3	<u> </u>	3	UHL	UHL4W	27.39	168.62	115.47	62./4	11.22			<u> </u>			
J	I	Order Coordination for Specified Conversion Time (per LSR)	- N			UREWO		86.12	40.39								
	A-WIRE	DS1 DIGITAL LOOP	<u> </u>					00.12									
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	70.74	313.75	181.48	61.22	13.53						
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	100.54	313.75	181.48	61.22	13.53		i	ļ		 '	
]		4-Wire DS1 Digital Loop - Zone 3		3		USLXX	178.39	313.75	181.48	61.22	13.53						
	1	DS0)	N	ĺ .	UEA, NTCVG	URESL		24.97	<u>3.52</u>	L						ļ	
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet,				UPESD		26.46	5.01								
		Switch-As-Is Conversion rate per UNE Loop, Single LSR,	<u> </u>		UEA, NICVO	UNEST		20,40	0.01								
		(per DS0)	N		UEA, NTCVG	URESL		<8.98	3.52								
1	1	Switch-As-is Conversion rate per ONE Loop, Spreausneet, (per DS0)	ÍN	(UEA NTCVG	URESP	1	<8.98	5.01	i	1		1	1	1	1	1
		Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		23.02									
		CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		101.07	43.04			L					
	4-WIRE	19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP							400.05	67.09	45.50					ł'	
		4 Wire Liebundled Digital 19.2 Kbps	<u>} </u>	1 ->			22.20	161.50	108.85	67.08	15.56	<u> </u> -		├── ──			
	<u> </u>	4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	55.99	161.56	108.85	67.08	15.56						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL.	UDL56	22.20	161.56	108.85	67.08	15.56						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	31.56	161.56	108.85	67.08	15.56		·				ļ
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	55.99	161.56	108.85	67.08	15.58			·			ł
<u> </u>	<u> </u>	A Wire Linburded Digital Loop 64 Kbps - Zone 1		1		UDIEA	22 20	23.02	108.85	67.08	15 56						
<u> </u>		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		12		UDL64	31.56	161.56	108.85	67.08	15.56						
	·	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	55.99	161.56	108.85	67.08	15.56						
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per														1	
<u> </u>	<u> </u>	DS0 Switch fists Conversion rate per LINE Loop. Spreadshoot	<u>⊢ №</u>	 	UDL, NTCUD	URESL		24.97	3.52			<u> </u>	<u> </u>				<u> </u>
		(per DS0)	N		UDL, NTCUD	URESP		26.46	<u>5,01</u>			<u> </u>	L	ļ			
		Switch-As-Is Conversion rate per UNE Loop, Single LSR,	4		HEA NTONG	UDECI		-0.00	3 69				1			1	
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet.	<u> </u>		020, 11040	JURESL		56,02	3.02		├	·					
		(per DS0)	N	1	UEA, NTCVG	URESP		<8.98	5.01	I						1	
		Order Coordination for Specified Conversion Time (per LSR)		1	UDL	OCOSL		23.02		ļ	ļ	ļ	ļ	J	ļ	 	<u> </u>
<u> </u>	2.000	ULEC CONVERSION Charge without outside dispatch	N.			UREWO		102.11	49.74	<u> </u>		t	I			{	
I		2-Wire Unbundled Copper Loop-Designed including manual		+			•			1							
L		service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	8.30	148.50	102.82	75.05	15.63	L	L	l		L	L

														Attach	nent: 2	Exhi	bit: A
UNBU	NDLED	NETWORK ELEMENTS - Florida					· · · · ·					Svc Order	Svc Order	Incremental	Incremental	Incremental	Incremental
	- 1]						Submitted	Submitted	Charge -	Charge -	Charge -	Charge -
1												Elec	Manually	Manual Svc	Manual Svc	Manual Svc	Manual Svc
			Interim	7000	RCS	usoc			RATES (\$)			per LSR	per LSR	Order vs.	Order vs.	Order vs.	Order vs.
CATEG		RATE ELEMENTS	interan	Lone	000				.,			por corr		Electronic-	Electronic-	Electronic-	Electronic-
												[[]	1st	Add'l	Disc 1st	Disc Add'l
1			ł	1													
		2-Wire Unbundled Copper Loop-Designed including manual		-													
)		service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.80	148.50	102.82	75.05	15.63						
		2 Wire Unbundled Copper Loop-Designed including manual	[í				75.05	45.00						
		service inquiry & facility reservation - Zone 3		3		UCLPB	20.94	148.50	102.82	/5.05	15.03						
		Order Coordination for Unbundled Copper Loops (per loop)		<u> </u>	UCL	UCLMC		9.00	9.00								
1	1	2-Wire Unbundled Copper Loop-Designed without manual service	ļ		uci		8 30	123.81	70.09	60.64	9.12						l l
L		Inquiry and facility reservation - Zulle 1		+ - ;	00L		0.00	123,01	10.00								
		inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.80	123.81	70.09	60.64	9.12						
<u> </u>		2-Wire Unbundled Conper Loon-Designed without manual service															
l		inquiry and facility reservation - Zone 3	J	3	UCL	UCLPW	20.94	123.81	70.09	60.64	9.12						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00				L				
		CLEC to CLEC Conversion Charge without outside dispatch							_			[[
		(UCL -Des)	N	L	UCL	UREWO		97.21	42.47								
	4-WIRE	COPPERLOOP		L													
1		4-Wire Copper Loop-Designed including manual service inquiry		Ι.			ا مد م	477 84	400 70	77.45	17 73						
L		and facility reservation - Zone 1	[1-1-	OCL	UCL4S	11.83	1/7.87	132.70	11.15	11.13						
		4-wire Copper Loop-Designed including manual service inquiry			ue		16.81	177 87	132 76	77 15	17.73						
— —		and facility reservation - Zone 2		<u>⊢ </u>		00143	10.01	177.07	152.70								
	1	and facility reservation - Zone 3		1 1	uci	110145	29.82	177.87	132.76	77.15	17.73						
<u> </u>		A Wire Conner Loon-Designed without manual service inquiry and		<u> </u>	001	00240											
	1 1	facility reservation - Zone 1	1	1	UCL	UCL4W	11.83	153.18	100.03	62.74	11.22						
		4-Wire Copper Loop-Designed without manual service inquiry and															
		facility reservation - Zone 2		2	UCL	UCL4W	<u>16.</u> 81	153.18	100.03	62.74	11.22						
	-	4-Wire Copper Loop-Designed without manual service inquiry and	1	1-												- A.	
		facility reservation - Zone 3		3	UCL	UCL4W	29.82	153.18	100.03	62.74	11.22						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		CLEC to CLEC Conversion Charge without outside dispatch	N	I	UCL	UREWO		97.21	42.47								
LOOP	MODIFIC		<u> </u>														
	[[1	1	UEO DIS LIEA	1	1 1										}
		Linbundled Loop Modification, Removal of Load Coils - 2 Wire			UEANL UEPSR.												
1		pair less than or equal to 18k ft, per Unbundled Loop			UEPSB	ULM2L		0.00	0.00						_		
		Unbundled Loop Modification Removal of Load Coils - 4 Wire															
	11	less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		0.00	0.00								
					UAL, UHL, UCL,				1					1 1			
					UEQ, ULS, UEA,												
		Unbundled Loop Modification Removal of Bridged Tap Removal,			UEANL, UEPSR,				10.50								
-	L	per unbundled loop			UEPSB			10.52	10.52		· · · · · · · · · · · · · · · · · · ·						
SUB-LO	JOPS 1	B1 1.11		⊦		[[[
┣	ISUD-LO	op Distribution	·														
		Sub-Loop - For Gluss Dox Location - GLEG Feeder Facility Set-	1 .		HEANH	USBSA		487 23									
<u> </u>			+ • • •	t	0.0 ***	00000		101.23									
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	(i	(I	UEANL	USBSB	()	6,25									
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility	1	1		1		······································									
		Set-Up	1		UEANL	USBSC		169.25									
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set		1													
l		Up	1		UEANL	US8SD		38.65									
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop -												[[1
┣		Zone 1		1	UEANL	USBN2	6.46	60.19	21.78	47.50	5.26		<u> </u>				
ł		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop -	ļ		LIEAND	LICONS		66 46	04 70	47 60	E 00						
 		Zone Z Sub Loop Distribution Par 7 Mire Angles Voice Crasts Loop]	2	UEANL	USBN2	9.18	60.19	21.78	47.50	5.26						I
		Zone 3			UFANI	LISBN2	16 20	60 10	21 78	47 50	5.26			1 1			1
— —		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop -		- <u>-</u>	JUNIL .	CODINZ	10.29	00.13	21.70				·				
		Zone 1		1	UEANL	USBN4	7,37	68.83	30,42	49.71	6.60						
<u> </u>		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop -															
		Zone 2	L	2	UEANL	USBN4	10.47	68.83	30.42	49.71	6.60						
	I T	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop -															
L		Zone 3	<u> </u>	3	UEANL	USBN4	18.58	68.83	30.42	49.71	6.60	L					
⊢		Sub-Loop 2-wire Intrabuilding Network Cable (INC)	<u> </u>	<u></u>		USBR2	3.96	51.84	13.44	47.50	5.26						
	, ,	GOD-LOOP 4-WITE ITITIADUNUING INERWORK CADLE (ING)	1 1	F 1	ULANL	IUSBR4	9.37	55.91	17.51	49./1	0.00						

														Attach	ment: 2	Exhi	bit: A
UNBL	INDLEE	NETWORK ELEMENTS - Florida										Svc Order Submitted Elec	Svc Order Submitted Manually	Incremental Charge - Manual Svc	Incremental Charge - Manual Svc	Incremental Charge - Manual Svc	Incremental Charge - Manual Svc
CATE	SORY	RATE ELEMENTS	Interim	Zone	BCS	usoc			RATES (\$)			per LSR	per LSR	Order vs.	Order vs.	Order vs.	Order vs.
	301(1													Electronic- 1st	Electronic- Add'l	Electronic- Disc 1st	Electronic- Disc Add't
			L							·	I	·		[[·	í	f
1		Outer Coordination for Hohundled Sub Longs, per sub loop pair				USBMC		9.00	9.00	1					1		
		2 Wire Connect Laburded Sub-Loop Distribution - Zone 1	<u> </u>	1	UEF	LICS2X	5.15	60.19	21.78	47.50	5.26	· · · · ·					
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	1	2	UEF	UCS2X	7.31	60.19	21.78	47.50	5.26						
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	1 T	3	UEF	UCS2X	12.98	60.19	21.78	47.50	5.26	·	L				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	1	1	UEF	UCS4X	5.36	68.83	30.42	49.71	6.60					}	ļ
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	<u> </u>	2	UEF	UCS4X	7.61	68.83	30.42	49.71	6.60						
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	<u> </u>	3-		UCS4X	13.51	00.03	30.42	49.71	0.00						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair	ļ		UEF	USBMC		9.00	9.00	·	<u> </u>				·		
		Loop Lagging Service Level 1, Unbundled Copper Loop, Non-			LIEE LIEANI	URETI		8 93	0.88								
h	Inbund	Designed and Distribution Subioops	<u> </u>		DEF, DEANE	UNLIL		0.00	0.00		1						
	Giban	Unbundled Sub-Loop Modification - 2W Copper Dist Load		1													
		Coil/Equip Removal per 2-W PR	1	I	UEF	ULM2X		10.11	10.11		ļ						
· · · · ·		Unbundled Sub-Loop Modification - 4W Copper Dist Load													1		1
		Coll/Equip Removal per 4-W PR			UEF	ULM4X		10.11	10.11								
]		Unbundled Sub-Loop Modification - 2-W/4-W Copper Dist	1 .		UEE	UR MAT		15 58	15 58	1							
	Unhune	Hed Network Terminating Wire (UNTW)	1	ſ	(<u></u>	OLINI I	[
		Unbundled Network Terminating Wire (UNTW) per Pair	1	1	UENTW	UENPP	0.4572	18.02									
	Networ	k Interface Device (NID)															
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12	ł	71.49	48.87								
<u> </u>		Network Interface Device (NID) - 1-6 lines		+		UND16		763	7.63		+	<u> </u>				1	
<u> </u>		Network Interface Device Cross Connect - 2 W	<u> </u>		UENTW			7.63	7.63		<u> </u>						
1 OOP	AND SU	BLOOP TESTING				0.000											
	1	Loop Testing - Basic 1st Half Hour			UEF	URET1		48.65									
		Loop Testing - Basic Additional Half Hour			UEF	URETA		23.95	23.95								
		Loop Testing - Overtime 1st Half Hour	· · · ·												{		<u>}</u>
	<u> </u>	Loop Testing - Overtime Additional Half Hour															
<u> </u>	(i	Loop Testing - Premium 1st Half Hour		1					·		l						
UNE O	THER. P	ROVISIONING ONLY - NO RATE	1				1										
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
		UNTW Circuit Id Establishment, Provisioning Only - No Rate			UÉNTW	UENCE	0.00	0.00									
					UEANL, UEF, UEQ, U ENTW, UAL, UCL, UDC, UDL, UDN, UEA, UHL, NTCVG, NTCUD, NTCD1,												
		Unbundled Contract Name, Provisioning Only - No Rate	<u> </u>	·	USL	UNECN	0.00	0.00		I					├───		
<u> </u>	1	Unbundled US1 Loop - Superirame Format Option - no rate	+	+	USL	CCOSP		0.00							<u> </u>		
1		rate	1	1	USL	CCOEF	0.00	0.00						L		1	
HIGH (APACIT	Y UNBUNDLED LOCAL LOOP		1	Г		[l			l	L		· · · · · · · · · · · · · · · · · · ·
L	NOTE:	minimum billing period of three months for DS3/STS-1 Local Loop		-	·		r				,		r	· · · · · · · · · · · · · · · · · · ·		· · · · · · · · · · · · · · · · · · ·	r
L		High Capacity Unbundled Local Loop - DS3 - Per Mile per month	L		UE3	1L5ND	10.92										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	386.88	556.37	343.01	139.13	96.84			L			
		High Capacity Unbundled Local Loop - STS-1 - Per Mite per month			UDLSX	1L5ND	10.92										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	426.60	556.37	343.01	139.13	96.84						
LOOP	MAKE-U	P		1												· · · _ ·	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			имк	UMKLW		52.17	52.17								
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			имк	UMKLP		55.07	55.07								
		Loop Makeup-With or Without Reservation, per working or spare facility queried (Mechanized)			UMIK	UMKMQ		0.6784	0.6784								
LINE S	PLITTIN	G										ļ	ļ				
L	END US	ER ORDERING-CENTRAL OFFICE BASED	I	I	USDOD USDOS			- <u></u>			l					I	ł
1	1	Line Sphang - per line acuvation DLEC owned splitter	1	1	UEPSK UEPSB	UKEUS	ı 0.61			1	1	•		1.		1	1

														Attach	ment: 2	Exhi	bit: A
	NDI	NETWORK ELEMENTS - Florida										Syr Order	Syc Order	Incremental	Incremental	Incremental	Incremental
UNBU	NULEU		Interim	Zone	BCS	USOC			RATES (\$)			Submitted Elec per LSR	Submitted Manuaily per LSR	Charge - Manual Svc Order vs.	Charge - Manual Svc Order vs.	Charge - Manual Svc Order vs. Electronic-	Charge - Manual Svo Order vs. Electronic-
CATEG	IORY	RATE ELEMENTS												1st	Add'l	Disc 1st	Disc Add'l
L	,l	the Selffler or line activation BST owned - physical			UEPSR UEPSB	UREBP	0.61	29.68	21.28	19.57	9.61	L					
		Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	1.134	29.68	21.28	19.57	3.01						
<u> </u>	SPLITT	ERS-CENTRAL OFFICE BASED				III SDA	119 72	379.13	0.00	347.90	0.00						
		Line Sharing Splitter, per System 96 Line Capacity				ULSDB	29.93	379.13	0.00	347.90	0.00			ļ		<u> </u>	
		Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSD8	8.33	379.13	0.00	347.90	0.00						
		Line Sharing-DLEC Owned Splitter in CO-CFA activaton-						173 66	0.00	97.42	0.00						
	L	deactivation (per LSOD)			ULS	ULSUG		710.00						 			
├	2-WIRE	ANALOG VOICE GRADE LOOP 2 Wire Analog Voice Grade Loop-Service Level 1-Line		1	UEPSR UEPSB	UEALS	10.69	49.57	22.83	25.62	6.57						
		2 Wire Analog Voice Grade Loop-Service Level 1-Line		1			40.60	49 67	27 83	25.62	6.57	l					ļ
		Splitting- Zone 1 2 Wire Analog Voice Grade Loop- Service Level 1-Line		1	UEPSR UEPSB	UEAUS	10.09	49.57	22.83	25.62	6.57						
		Splitting-Zone 2 2 Wire Analog Voice Grade Loop- Service Level 1-Line		2	UEPSK UEPSB	UEARS	15.20	49.57	22.83	25.62	6.57						
		Splitting-Zone 2 2 Wire Analog Voice Grade Loop-Service Level 1-Line		1	UEPSR UEPSB	UEALS	26.97	49.57	22.83	25.62	6.57			L			
		Splitting-Zone 3 2 Wire Analog Voice Grade Loop-Service Level 1-Line Commission Zone 3		3	UEPSR UEPSB	UEABS	26.97	49,57	22.83	25.62	6.57	ļ					
	MAINT	ENANCE	L					80.00	55.00				<u> </u>				
		No Trouble Found - per 1/2 hour increments - Basic						120.00	82.50								
F	 	No Trouble Found - per 1/2 hour increments - Overtime		+				160.00	110.00			 					<u> </u>
UNBU	NDLED	DEDICATED TRANSPORT						·									
	INTER	OFFICE CHANNEL - DEDICATED TRANSPORT	<u> </u>	+													1
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month	<u> </u>			1 <u>L</u> 5XX	0.0091							+			
	<u> </u>	Interoffice Channel - Dedicated Transport-2- write Voice Grade - Facility Termination			υιτνχ	U1TV2	25.32	47.35	31.78	18 <u>.31</u>	7.03			+			
		Interomice Channel - Degicated Transport-2-vvile voice Grade Rev Bat Per Mile per month	-	 	υιτνχ	1L5XX	0.0091						+				
		Facility Termination		1	υιτνχ	U1TR2	25.32	47.35	31.78	18.31	7.03	·	1		1		1
 		Per Mile per month Interrifice Channel - Dedicated Transport - 4- Wire Voice Grade				1L5XX	0.0091			18.24	7.05						
		Facility Termination Interoffice Channel - Dedicated Transport - 56 kbps - per mile per	r	+	UITVX	U1TV4	22.58	47.35	31.78	10.31	7.05	<u></u>		-			
-		month		+	U1TDX	1L5XX	0,0091										
		Termination Termination Description Channel - Dedicated Transport - 64 kbps - ner mile pe	r		UITDX	U1TD5	18.44	47.35	31.78	18.31	7.03						
-		meronical channel - Dedicated Transport - 64 kbps - Facility				1L5XX	0.0091				7.0		1				
-		Termination Interoffice Channel - Dedicated Channel - DS1 - Per Mile per		+		U1TD6	18.44	47.35	31.78	18.31	<u>7.0.</u>	'	1	1			
	_	month		_		1L5XX	0.1856					.		1		,	
		Termination Interoffice Chappel - Dedicated Transport - DS3 - Per Mile per			U1TD1	U1TF1	88.44	105.54	98.47	21.47	19.0	·				+	1
	<u> </u>	month Intervince Channel - Devicated Transport - Dos - For thine por month Intervince Channel - Devicated Transport - DS3 - Facility			U1TD3	1L5XX	3.87					.					-
		Termination per month			U1TD3	U1TF3	1,071.00	335.46	219.28	72.03	70.5	<u> </u>					
		month Information Channel - Dedicated Transport - 01011 - Ferdility		+	U1TS1	1L5XX	3.87									+	
	UNC				UITSI	UITES	1,056.00	335.46	219.28	72.03	70.5	5					
\vdash		Dark Fiber, Per Four Fiber Strands, Per Route Mile Or Fraction	1	1	UDF, UDFCX	1L5DF	26.85	751.34	193.88								
911 P	BX LOC								<u> </u>		+						
	911 P	BX LOCATE DATABASE CAPABILITY			APRIC .	9PBEU		1,820.00	<u> </u>								
1	1	ISonvice Establishment per CLEC per End User ACCOUNT	I N	1	19-000		4										

												·		Attach	ment: 2	Exhi	bit: A
UNBU	NDLED	NETWORK ELEMENTS - Florida	·				T					Suc Order	Swc Order	Incremental	locremental	Incremental	Incremental
			l	1		1						Svc Order	Submitted	Charge	Charge -	Charge -	Charne -
												Submitted	Subrinted	Charge -	Charge -	Charge -	Gnarge -
												Elec	Manually	Manual Svc	Manual Svc	Manual Svc	Manual Svc
CATEG	ORY	RATE ELEMENTS	Interim	Zone	BCS	USOC			RATES (\$)			per LSR	per LSR	Order vs.	Order vs.	Order vs.	Order vs.
				1	[í	1							Electronic-	Electronic-	Electronic-	Electronic-
														1st	Add'l	Disc 1st	Disc Add'l
		Changes to TN Range or Customer Profile	N		9PBDC	9PBTN		182.14									l
		Per Telephone Number (Monthly)	N		9PBDC	9PBMM	0.07										l
		Chappe Company (Service Provider) ID	N	1 -	9PBDC	9PBPC		534.66									L
		DBY Leasts Service Support per CLEC (Monthit)	f	t –	OPBDC	9PBMR	178.80										
		PBA Locale Service Support per OLLO (Monthing			OPBOC	1000BSC		11 90									
			- Nor-	+	ar 000	14r 000											
L	911 PB.	LUCATE TRANSPORT COMPONENT	1		<u>├──</u> ───	<u>+</u>				· · · · · ·							
	See Att	3	N		·		<u> </u>										f
DIREC	TORY AS	SSISTANCE SERVICES										· · · ·					
L	DIRECT	ORY ASSISTANCE DATA BASE SERVICE (DADS)	L	4		·	I										
		Directory Assistance Data Base Service Charge Per Listing					0.001										t
		Directory Assistance Data Base Service, per month				DBSOF	100.00					 					t
VIRTU	AL COLL	OCATION		I		 				I		├ ──					t
	1	Virtual Collocation-2 Wire Cross Connects (Loop) for Line		1	1	1						1	1	;	1	1	1
1		Splitting	L		UEPSR UEPSB	VE1LS	0.0502	11.57	11.57	0.00	0.00	I					ł
PHYSI	CAL COL	LOCATION		1						l		ļ	I		ļ		ł
		Physical Collocation-2 Wire Cross Connects (Loop) for Line															1
1		Splitting	1	1	UEPSR UEPSB	PE1LS	0.0276	8.22	7.22	5.74	4.58						l
ENHAN	CED EX	TENDED LINK (EELs)		1													L
	NOTE	The monthly recurring and non-recurring charges below will a	apply and	i the S	witch-As-Is Charge w	vill not apply	for UNE combi	nations provisi	ioned as ' Ordi	narily Combine	d' Network Ele	ments.					
—	NOTE	The monthly recurring and the Switch-Ac-Js Charges below will a	he non-m	Currin	charges below will	apply for UN	IE combination	s provisioned a	as ' Currently C	combined' Netw	ork Elements.						
	EVTEN	THE MONTHLY RECORDE EXTENDED (OOD WITH DEDICAT	ED 051	NTED	FREE TRANSPORT	rl	T		,								
	EXIEN	TEU 2-WIKE VOICE GRADE EXTENDED LOOP WITH DEDICAT	ED DOT	INTERS	LINCW	LUCAL 2	12.24	407.50	60.54	42 70	2.81	· · · · · ·					
	L	First 2-Wile VG Loop (SL2) In Combination - Zone 1		+		IUCAL2	47.40	127.50	60.54	42.70	2.01		~~~			-	
		First 2-Wire VG Loop (SL2) in Combination - Zone 2	<u> </u>	1 <u>-</u> 2		UEALZ	17.40	127.39	00.34	42.73	2.01						
		First 2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	30.87	127.59	00.54	42.19	2.01						
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per	1											'			
		month			UNC1X	1L5XX	0.1856										ł
		Interoffice Transport - Dedicated - DS1 combination - Facility	Í	1	ſ	1	1		l	(I		ì			1		1
		Termination per month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						l
		1/0 Channelization System in combination Per Month		T	UNC1X	MQ1	146.77	101.42	71.62								
								127.59	60.54								
		Voice Grade COCI - Per Month			UNCVX	1D1VG	1.38	10.07	7.08	0.00	0.00						
	t					1		12.16	8.77	6.71	4.84						
[f			1													
1		Each Additional 2-Mire VC Loop (SL 2) in Combination - Zone 1	I I	1 1	UNCVX	LIFAL 2	12 24	127 59	60 54	42 79	2 81	1			1	1	1
I	⊢ −	Laon Availabiliar 2-while vo Loop (of 2) in Combination - 20ne 1	t	+		1		121.33			2.31	1					1
1		Each Additional 2 Mirm VC Loop (CL 2) in Combination	1	1 ~	UNCLO	LIEAL 2	1 47.40	497 50	ED 54	43.70	2.84	l					1
 	 	caul Autitional 2-write vis Loop (SL 2) in Combination - Zone 2	I	1 2		UCALZ	11.40	121.39	00.34	42.19	2.01	t — —	l			· · · · · · · · · · · · · · · · · · ·	<u> </u>
1			1	1 .	LINGAR	Luman a	1	407.50		40.70	2.04	i			1		1
}		Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 3	<u> </u>	3		UEAL2	30.87	127.59	60.54	42.19	2.01	ļ			·		
L	+	voice Grade COCI - Per Month	I	I		LIDIVG	1.38	10.07	7.08	0.00	0.00	·			L		1
	L		L	1	1	1		12.16	8.77	6.71	4.84	I —					1
—	EXTEN	DED 4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICAT	ED DS1	INTER	DEFICE TRANSPORT	<u> </u>				{		I			···	···	f
1			1	1		1	1		l				l	1	1	1	1
L	I	First 4-Wire Analog Voice Grade Loop in Combination - Zone 1	L	1 1	UNCVX	UEAL4	18.89	127.59	60.54	42.79	2.81	·			l		l
1			1	$\Gamma =$)	1]]]	1			ł	1	1
L	L	First 4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	26.84	127.59	60.54	42.79	2.81	L			l	L	<u> </u>
				1													1
1	1	First 4-Wire Analog Voice Grade Loop in Combination - Zone 3	ł	3	UNCVX	UEAL4	47.62	127.59	60.54	42.79	2.81	L					I
r		Interoffice Transport - Dedicated - DS1 combination - Per Mile	·	1	1	1				1					1		1
1	1	Per Month	I	1	UNC1X	1L5XX	0 1856					1			l		1
<u> </u>		Interoffice Transport - Dedicated - DS1 - Facility Termination Per	1	1	f	1			·	1							·
1	1 1	Month	1	1	LUNC1X	LUITE1	88.44	174 46	122.46	45.61	17 95	í	1	1	i	1	1
—	t	1/0 Channel System in combination Der Menth		1		MOI	446 77	404.40	74 24	43.01							1
	├ ──┤	no onemner bystem in combination Per Month	l	t		141021	140.(1	101.42	11.0Z	<u>+</u>		I			I	· ·	
<u> </u>		Valas Crada COOL la semblastian 4	 	l	LINIC) OF	100/0	I	12/.59	60.54			L	·		·····	·	<u> </u>
	-	voice Grade COCI in combination - per month	I	 	UNCVX	1D1VG	1.38	10,07	7.08	0.00	0.00	I	I		I		L
J	1		ļ	1	·	-l		12.16	8.77	<u>6.71</u>	4.84	· · · · · · · · · · · · · · · · · · ·		ļ	I		J
1		Additional 4-Wire Analog Voice Grade Loop in same DS1	1	1	[1	(1		1	1 1	1	1	1		1	ł	1
L	I	Interoffice Transport Combination - Zone 1	L	1		UEAL4	18.89	127.59	60,54	42.79	2.81	L	l		<u> </u>		Į
1		Additional 4-Wire Analog Voice Grade Loop in same DS1	1	1						1					1		1
		Interoffice Transport Combination - Zone 2	I	2	UNCVX	UEAL4	26.84	127.59	60.54	42.79	2.81				l		L
1	1 7	Additional 4-Wire Analog Voice Grade Loop in same DS1	1									1			. · · · ·		1
		Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	47.62	127.59	60.54	42.79	2.81						L
		Additional Voice Grade COCI in combination - per month		1	UNCVX	1D1VG	1.38	10.07	7.08	0.00	0.00						
						1		12.16	8.77	6,71	4.84						1
	EXTEN	DED 4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDK	CATED D	S1 INT	EROFFICE TRANSPO	ORT											
			1	1	LUNCDX	UDE56	22.20	127 59	60.54	42 79	2.81						1

r					·····		·							Attach	ment: 2	Exhi	bit: A
UNBU	NDLE	D NETWORK ELEMENTS - Florida				1	· · · · · ·					Svc Order	Svc Order	Incremental	Incremental	Incremental	Incremental
						1						Submitted	Submitted	Charge -	Charge -	Charge -	Charge -
			[[(Flec	Manually	Manual Svc	Manual Svc	Manual Svc	Manual Svc
			1	7000	BCS	11800			RATES (\$)			nerise	ner I SP	Order ve	Order vs	Order vs	Order vs.
CATEG	IORY	KATE ELEMENTS	merun	Zone	603	0300						percon	percon	Electronic	Flectronic	Electronic-	Electronic-
														1et	Add'	Disc 1et	Disc Add'l
1			ļ	1	}	1	1							151	Addi	0130 131	Disc Aud I
	r		t	<u> </u>								1					1
		First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	42.79	2.81						L
		First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	55.99	127.59	60.54	42.79	2.81			·	····		<u> </u>
[(Interoffice Transport - Dedicated - DS1 combination - Per Mile	1	ł		l						1	1	ļ	!		1
		Per Month	┣──	ł	UNC1X	1L5XX	0.1856					l		I			
1		Interoffice Transport - Dedicated - DS1 - combination macility			UNICIX	LIATEA		174 46	122.46	45.61	17 95		1				
		10 Channel System in combination Per Month				MO1	146 77	101.42	71.62	10.01				1			
}		10 Chainer System in combination Per Montan				I WIGHT		127.59	60,54								
		OCU-DP COCI (data) per month (2.4-64kbs)	<u> </u>	· · ·	UNCDX	1D100	2.10	10.07	7.08	0.00	0.00						
				1			1	12.16	8.77	6.71	4.84						
	1	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1		1													
1		Interoffice Transport Combination - Zone 1		1_	UNCDX	UDL56	22.20	127.59	60.54	42.79	2.81						
	1	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1					1 1					1	ļ	ļ	J	ļ	j
		Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	42.79	2.81	·	· · ·			· · ·	
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1								40.70							
	ļ	Interoffice Transport Combination - Zone 3	<u> </u>	3	UNCDX	UDL56	55.99	127.59	60.54	42.78	2.81	l			<u> </u>		1
	1	Additional OCU-DP COCI (data) - in combination per month (2.4-			LIN IN COLUMN			40.07	7.00								
		64kbs)		I	UNCDA	1000	2.10	10.07	9.77	6.74	4.94	1			1		<u> </u>
			ATCO		DOFFICE TRANSPO			12.19	<u>0.11</u>	<u>v.71</u>	4,04	· · · ·		· · ·			l
<u> </u>	EXIEN	DED 4-WIRE 64 RBPS EXTENDED DIGITAL LOOP WITH DEDI	T	<u>51 (191)</u>	T TRANSPORT			·						1			
		First 4 Mire 64Kbps Digital Grade Loop in Combination - Zone 1		1 1	UNCDX		22.20	127 59	60 54	42.79	2.81				1		
	 	It fist 4- time of tups bightar Grade Loop in Combination - Zone 1		1		10000-						1	j	1			
	1	First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	42.79	2.81			1			<u> </u>
																	1
1		First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	42.79	2.81		ļ			·	·
	<u> </u>	Interoffice Transport - Dedicated - DS1 combination - Per Mile												1	t		
		Per Month	L	L	UNC1X	1L5XX	0.1856					l		<u> </u>			
		interoffice Transport - Dedicated - DS1 combination - Facility		1					100.40	45.04	47.05	1					
	<u> </u>	Termination Per Month	ļ	I	UNC1X	UITFI	88.44	1/4.46	122.46	45,61	17.95						
		1/0 Channel System in combination Per Month	+	—		<u>MQ1</u>	146.77	101.42	/1.02								
				1	UNCOX	10100	210	10.07	7.09	0.00	0.00	<u>+</u>	1	1	+		
		OCO-DP COCI (data) - in combination - per month (2.4-64kbs)	╂	+-		10100	2.10	12.16	8.77	6.71	4.84	1			1		
	1	Additional 4-Wire 64Kbrs Digital Grade Loop in same DS1		+									[1
	1	Interoffice Transport Combination - Zone 1		1 1	UNCDX	UDL64	22.20	127.59	60.54	42,79	2.81			1	l		
	1	Additional 4-Wire 64Kbos Digital Grade Loop in same DS1		<u> </u>		1						1					
1	1	Interoffice Transport Combination - Zone 2	1	2	UNCDX	UDL64	31.56	127.59	60.54	42.79	2.81				L		
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1	1														
		Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	42.79	2.81	ļ					<u> </u>
		Additional OCU-DP COCI (data) - in combination - per month (2.4	4										1		i	1	
L	I	64kbs)	J	<u> </u>	UNCDX	1D1DD	2.10	10.07	7.08	0.00	0.00	 	I	l			+
L	L	L	L	L	1	[<u> </u>	12.16	8.77	6.71	4.84	↓	I	1	1		<u> </u>
—	EXTEN	DED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICAT	ED DS1 I	NTERO	FFICE TRANSPORT	1.00			474 65	64.74	14.15				1		t
<u> </u>	I	4-Wire US1 Digital Loop in Combination - Zone 1	<u> </u>	1-1-	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45	↓	·				l
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45						<u> </u>
<u> </u>	ļ	4-Wire DS1 Digital Loop in Combination - Zone 3	·	3	UNC1X	JUSLXX	1/8.39	217.75	121.62	51,44	14.45	<u> </u>	t				
1	1	Interomice Transport - Dedicated - DS1 combination - Per Mile		1	UNICITY	11 577	0.1950			1		[ſ	1	1	1	1
 		Internifice Tracenort - Dedicated - DS1 combination - English	+	 		112377	0,1000							1	1		1
	1	Termination Per Month	1	1	UNC1X	UITEI	88.44	174 4B	122.46	45.61	17.95		1	1		l	
—	EXTEN	DED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICAT	ED DS3 I	NTERO	FFICE TRANSPORT	1							1				
[]	1	First DS1Loop in Combination - Zone 1	1	1	UNC1X	USLXX	70.74	217.75	121.62	51,44	14.45						
	<u> </u>	First DS1Loop in Combination - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45						L
		First DS1Loop in Combination - Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45				1	L	I
1		Interoffice Transport - Dedicated - DS3 combination - Per Mile	1			1	1		1					1	1	1	1
<u> </u>	Į	Per Month	<u> </u>	J	UNC3X	1L5XX	3.87					 	 	ł		I	
1	l I	Interomice Transport - Dedicated - DS3 - Facility Termination per	1		LINCON		4 074 00	214 45	120.00	39.00	18.72	1	1	1	1	1	1
⊢—	H	110mm	+	+	UNC3X	MO2	1,0/1.00	314.45	130.88	38.00	10.23	I	t	1	I		
\vdash	<u> </u>	ar conamice system in compiliariatin per montin	t	<u>+</u>		11/10/0	211.19	133.28	59 91	40,34	<u>39.07</u>	<u> </u>		1	1		<u> </u>
<u> </u>	1	DS1 COCI in combination per month	1	<u> </u>	UNC1X	UCIDI	13.76	10.07	7.08	0.00	0.00	1	1	1	1	1	1
	1		t	1		1	1	12 16	8.77	6.71	4.84	1		1	1		1

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UNBU	NDLEC	NETWORK ELEMENTS - Florida				· · · · · · · · ·						Sur Ord-	Sve Ord	Incremental	Incremental	Incremental	Incremental
							1					Svc Urder	Submitted	Charge -	Charge -	Charge -	Charge -
												Submitted	Manually	Manual Svc	Manual Svc	Manual Svc	Manual Svc
				1_					RATES (\$)			Elec	manually	Order ve	Order ve	Order vs	Order ve
CATEG	ORY	RATE ELEMENTS	Interim	Zone	BCS	USUC			104120 (4)			perLak	percar	Electropic	Electronic-	Electronic	Electronic-
							1							Liecuonic-	Add'	Diec 1et	Disc Add't
	1					1								151	Addi	UISC ISC	Disc Add I
		Additional DS1Loop in DS3 Interoffice Transport Combination -		┝───			1				· · · · ·				1]	
		Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45						l
-		Additional DS1Loop in DS3 Interoffice Transport Combination -		-											i		
1		Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45	ļ					·
		Additional DS1Loop in DS3 Interoffice Transport Combination -															
		Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45		· · · · · · · · · · · · · · · · · · ·		ļ		
		Additoinal DS1 COCI in combination per month			UNC1X	UCIDI	13.76	10.07	7.08	6.00	4.84					f	
				1	COLOR TRANSPORT	ļ	<u> </u>	12.10	<u>0.11</u>	<u></u>	4.04					{	
	EXTEN	DED 2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE	GRADE	NIER	UNICY		12.24	127 59	60.54	42.79	2 81					<u> </u>	
<u> </u>		2-WirevG Loop in combination - Zone 1					17.40	127.59	60.54	42 79	2.81					1	
	 	2-WirevG Loop in combination - Zone 2		- 2			30.87	127.59	60.54	42.79	2.81						
		2-WilevG Loop in combination - Zone 3	· · · · · · · · · · · · · · · · · · ·		UNUX								1				
1		Interoffice Transport - 2-wire VG - Dedicated- Per Mile Per Month			UNCVX	1L5XX	0.0091										L
}	 	Interoffice Transport - 2-wire VG - Dedicated - Facility	<u> </u>	1-	1	1	1							1	1	J	l ī
1		Termination per month	l	1	UNCVX	U1TV2	25.32	94.70	52.59	50.49	21.53	L					
	EXTEN	DED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE	GRADE	INTER	OFFICE TRANSPOR									I		·	
		4-WireVG Loop in combination - Zone 1		1	UNCVX	UEAL4	18.89	127.59	60.54	42.79	2.81			ļ	ļ	· · · · · · · · · · · · · · · · · · ·	
		4-WireVG Loop in combination - Zone 2		2		UEAL4	26.84	127.59	60.54	42.79	2.81	· · · · ·	I				
		4-WireVG Loop in combination - Zone 3		3	UNCVX	UEAL4	47.62	127.59	60.54	42.79	2.81	+	<u> </u>				
				1													1
ļ	[]	Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month		<u>+</u>		11L5XX	0.0091									<u>↓</u>	<u>}-</u>
	1	Interoffice Transport - 4-wire VG - Dedicated - Facility			UNCLO	1147574	22.00	04 70	52 50	50.40	21 53						ł
		Termination per month	NTEROT	TIOT 7		01174		94.70	52.59	30.49	21.00		· · · · · · · · · · · · · · · · · · ·				
	EXIEN	DED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS31	T	TIGET	LINCAY	11 5ND	10.92					1					
		DS3 Local Loop in combination - per nille per month		<u>+</u>			10.02						1				
		DS3 Local Loop in combination - Facility Termination per month	1	1	UNC3X	UE3PX	386.88	249.97	162.05	67,10	26.82		1				
	<u> </u>	Interoffice Transport - Dedicated - DS3 - Per Mile per month	<u>t</u>	1	UNC3X	1L5XX	3.87										
		Interoffice Transport - Dedicated - DS3 combination - Facility	[1							T		1	1
		Termination per month			UNC3X	U1TF3	1,071.00	314.45	130.88	38.60	18.23						
		Nonrecurring Currently Combined Network Elements Switch -As-		1												1	1
		Is Charge			UNC3X	UNCCC		8.98	8.98	8.98	8.98			1	L	·	
	EXTEN	DED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED ST	S-1 INTE	ROFFIC	CE TRANSPORT								ļ	·		ļ	
		STS-1 Local Lolp in combination - per mile per month		<u> </u>	UNCSX	1L5ND	10.92					l		·			
			1	1			1					1	1	J	J	ļ	1
-	ļ	STS-1 Local Loop in combination - Facility Termination per month	<u> </u>	<u> </u>	UNCSX	UDLS1	426.60	249.97	162.05	67.10	20.82	1	I			ł	I
		Interoffice Transport - Dedicated - STS-1 combination - per mile	1									E .					
· · ·		per month		_		11.522	3.87										
1	1	Interonice Transport - Dedicated - STS-1 combination - hacility			UNCSY	UNTES	1 056 00	314 45	130.88	38.60	18.72	1	1	1	1	1	1
	EXTEN	DED 2 WIRE ISON EXTENDED LOOD WITH DS4 INTEROFEICE	TRANCI				1,000.00	314.43	130.00		10.23	├ ──	1		1	1	1
I	EATEN	First 2 Wire ISDN Loop in Combination - Zone 1	TIMANO		HINCHY	1111 28	19.28	127 59	60.60	42 79	2.81		1			1	1
F	· · · · ·	First 2-Wire ISDN Loop in Combination - Zone 2	1	12	UNCNX	U1L2X	27.40	127.59	60,60	42.79	2.81	1	1	1	1		
	1	First 2-Wire ISDN Loop in Combination - Zone 3	1	3	UNCNX	U1L2X	48.62	127.59	60.60	42.79	2.81	1					
	· · · · ·	Interoffice Transport - Dedicated - DS1 combination - per mile per		T	· · · · · · · · · · · · · · · · · · ·	1	1										
		month			UNC1X	1L5XX	0.1856				l		L	ļ	I		I
	I	Interoffice Transport - Dedicated - DS1 combination - Facility											1		1	1	1
		Termination per month	L	I	UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95	1	L				
	1	1/0 Channel System in combination - per month		<u> </u>	UNC1X	MQ1	146.77	101.42	71.62	ļ	ļ	I	ł	ļ	L	l	ł
			ļ	ļ				127.59	60.54			 	 	{	f	<u> </u>	f
	↓	2-wire ISDN COCI (BRITE) - in combination - per month		+		UCICA	3.66	10.07	7.08	0.00	<u>U,00</u>		···	<u> · · · </u>	I		1
		Additional 2 wire ISDN Loop in same DS1Interoffice Transact	l	+			<u> </u>	12.16	<u>a.//</u>	<u></u>	4.04						1
1		Combination - Zone 1			UNCNY	1111 28	10.28	127 50	60.60	42.70	281	1	1	1	1	1	1
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport	l	+			10.20	127.39	00.00					1	1	1	
1	1	Combination - Zone 2	1	2	UNCNX	U1L2X	27,40	127,59	60.60	42.79	2.81	1	1		I .	L	1
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport	1	†	1		1					1	1	1	1		1
1		Combination - Zone 3	1	3	UNCNX	U1L2X	48.62	127.59	60.60	42.79	2.81						I
		Additional 2-wire ISDN COCI (BRITE) - in combination- per					1										
		month			UNCNX	UC1CA	3.66	10.07	7.08	0.00	0.00	L				L	L
]		12.16	8.77	6.71	4.84	L			L	L	<u> </u>
	EXTEN	DED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATI	ED STS-1	INTER	OFFICE TRANSPOR	τ	1					l	1		L	 	
L	J	First DS1 Loop Combination - Zone 1		1_1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45	I	l	ļ	ļ	l	<u>+</u>
1	i	First DS1 Loop Combination - Zone 2	1	1 2	IUNC1X	IUSLXX	1 100.54	217.75	121.62	1 51.44	14.45	1	1	1	1	1	F

														Attach	ment: 2	Exhi	bit: A
INPI		NETWORK ELEMENTS - Florida										Svc Order	Svc Order	Incremental	Incremental	Incremental	Incremental
UNBU	T	HEITTON CELINEITO					١					Submitted	Submitted	Charge -	Charge -	Charge -	Charge -
							١					Fler	Manualiv	Manual Svc	Manual Svc	Manual Svc	Manual Svc
							1		RATES (\$)			per LSR	per LSR	Order vs.	Order vs.	Order vs.	Order vs.
CATEG	ORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	1							Electronic-	Electronic-	Electronic-	Electronic-
						1 1	1							1st	Add'i	Disc 1st	Disc Add'l
						1	Į.										
				1 3	UNC1X	USIXX	178,39	217.75	121.62	51.44	14.45						
		First DS1 Loop Combination - Zone 3					t						l				
1		Interoffice Transport - Dedicated - STS-1 combination - Per Mile			UNCSX	1L5XX	3.87										
		Per Monun		h								i i					
ļ		Termination ner month	1		UNCSX	UITES	1,056.00	314.45	130.88	38.60	18.23						
 	1	3/1 Channel System in combination per month			UNCSX	MQ3	211.19	115.60	59.93	5.45	0.00	<u> </u>				·	
<u> </u>		DS1 COCI in combination per month			UNC1X	UC1D1	13.76	12.16		0./1	4.04						
<u> </u>	1 1	Additional DS1Loop in the same STS-1 Interoffice Transport					70.74	217 75	121 62	51 44	14 45			1			
		Combination - Zone 1	 	1	UNC1X	USLXX	10.14	211.13	121.02	01.34			l				
		Additional DS1Loop in the same STS-1 Interoffice Transport	1		UNC1Y		100.54	217 75	121.62	51.44	14.45						
	_	Combination - Zone 2		2					-						l		1
		Additional DS1Loop in the same S1S-1 Interomice Transport			LINC1X	USLXX	178.39	217.75	121.62	51.44	14.45	ļ					<u> </u>
I		Combination - Zone 3		- <u> </u>	UNC1X	UC1D1	13.76	12.16	8.77	6.71	4.84		I	1			l
—	EVTEN	DED 4 WIRE 56 KRDS DIGITAL EXTENDED LOOP WITH 56 KR	PS INTE	ROFFIC	E TRANSPORT							<u> </u>		<u> </u>	I		
	EVIEN	4-wire 56 kbos Local Loon in combination - Zone 1		1	UNCDX	UDL56	22.20	127.59	60.54	42.79	2.81	l		├ ────			I
<u> </u>	1	4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	42.79	2.81		1			1	
		4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	55,99	127.59	60.54	42./9	2.01		1		[1	
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination -		1	L DIADY		0.0001									I	
	1	Per Mile per month	I		UNCDX	ILSXX	0.0091										1
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination -	1	1	LINCOX	UITOS	18 44	94,70	52.59	50.49	21.53					1	l
L		Facility Termination per month	DS INTE		F TRANSPORT	10100	++						L	ļ		l	
	EXTEN	DED 4-WIKE 64 KBPS DIGITAL EXTENDED LOUP WITH 64 KB	- 3 IN 1 C		UNCDX	UDL64	22.20	127,59	60.54	42.79	2.81	ļ	L			+	
H		4-wire 64 kbps Lcoal Loop in Combination - Zone 1	<u> </u>	12	UNCDX	UDL64	31.56	127.59	60.54	42.79	2.81	l	ļ			ł	1
J		4-wire 64 kbps Logal Loop in Combination - Zone 2	1	3	UNCDX	UDL64	55.99	127.59	60.54	42.79	2.81		 		<u> </u>	1	
	<u> </u>	Interoffice Transport - Dedicated - 4-wire 64 kbps combination -	1	1								1	1	1		1	1
		Per Mile per month	1_		UNCDX	1L5XX	0.0091			 		<u> </u>				1	·
	+	Interoffice Transport - Dedicated - 4-wire 64 kbps combination -						a	50 50	50.40	21 62	1		1	1		1
		Facility Termination per month	I		UNCDX	U1TD6	18.44	94.70	52.59	50.49	21.53	1	+	1	1		
	EXTEN	DED 2-WIRE VOICE GRADE LOOP WITH DS1 INTEROFFICE T	RANSPO	RT W/	3/1 MUX	1	++	127 50	60.54	42 70	2 81	†	1		1		
		First 2-wire VG Loop (SL2) in Combination - Zone 1	l	11-		UEAL2	12.24	127.59	60.54	42 79	2 81	1	1	T			
		First 2-wire VG Loop (SL2) in Combination - Zone 2	1	2			17.40	127.59	60.54	42,79	2.81	1	1				
1		First 2-wire VG Loop (SL2) in Combination - Zone 3	+	+ 3		UCALZ	- 30.0/	121.38				1		1			I –
1	1	First Interoffice Transport - Dedicated - DS1 combination - Per	1	1	UNCIX	11 5XY	0 1856						<u> </u>			L	
 		Mile	.	1		1	+					1				1	1
1	1	First interoffice transport - Deurcated - DST combination - Facility	1		UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95					1	
H		Per each DS1 Channelization System Per Month	1	1	UNC1X	MQ1	146.77	101.42	71.62				I	<u> </u>	·	· · · · · · · · · · · · · · · · · ·	+
<u> </u>		r er euen ber enannenzation egatom i er mentet	1					127.59	60.54						 		
	+	Per each Voice Grade COCI - Per Month per month			UNCVX	1D1VG	1.38	10.07	7.08	0.00	0.00	I	1			1	
	·†					1	1	12.16	8.77	6.71	4.84	+		1	1	1	1
		3/1 Channel System in combination per month			UNC3X	MQ3	211.19	199.28	118.64	40.34	39.07				1	1	
			1	1		110104	1270	10.07	7 09	0.00	0.00	1	1	1	1		
	-	Per each DS1 COCI in combination per month						12 16	8.77	6.71	4.84	1					
		Each Additional 2 Min VG Loop/CL 2) in the name DC1			·	+	++						1		1		1
1	1	Teach Additional 2-Wife VG Loop(St. 2) in the same DST	1	1	UNCVX	UEAL2	12.24	127.59	60.54	42.79	2.81						
		Each Additional 2-Wire VG Loon(SI 2) in the same DS1	t	+ •	1	1	1										1
1		Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	17.40	127.59	60.54	42.79	2.81			- <u> </u>		+	1
		Each Additional 2-Wire VG Loop(SL2) in the same DS1	1	1						l 1			1			1	
		Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	30.87	127.59	60.54	42.79	2.81		+	1		1	1
		Each Additional Voice Grade COCI in combination - per month			UNCVX	1D1VG	1.38	10.07	7.08	0.00	0.00	-t		1		1	1
			1	1	L	+	++	<u>12.16</u>	8.77	<u>•./1</u>		· · · · · ·	+	1	1	1	1
	1	Each Additional DS1 Interoffice Channel per mile in same 3/1			LINIGAN .	4.675	0.4050						1		1		
		Channel System per month		1		11L5XX	U.1856					1			1	1	
		Each Additional DS1 Interoffice Channel Facility Termination in		1	LINCAY	1111751	88.44	174.46	122 46	45.61	17 95				l		
<u> </u>		same 3/1 Channel System per month	1				13.76	10.07	7.08	0.00	0.00	1					
J		Each Adomonal DS1 COCI combination per month				100,01		12.16	8.77	6.71	4.84						
	EVTEN	IDED A MIRE VOICE GRADE LOOP WITH DEDICATED DS4 IN	TEROFEI	CE TR	NSPORT w/ 3/1 MU	.	1 1									1	-l
	EXTEN	Eist 4-Wire Anatoo Voice Grade Local Loop in Combination -	1	1	1	<u> </u>	1 1					1		1	1	1	
		Zone 1		1	UNCVX	UEAL4	18.89	127.59	60.54	42.79	2.81		1	· • · · · ·			
		First 4-Wire Analog Voice Grade Local Loop in Combination -	1	1									1		1		
	1	Zone 2	I	2	UNCVX	UEAL4	26.84	127.59	60.54	42.79	2.8					.	1

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														Attach	ment: 2	Exhi	bit: A
UNBU	NDLED	NETWORK ELEMENTS - Florida		r		· · · ·						Svc Order	Svc Order	Incremental	Incremental	Incremental	Incremental
												Submitted	Submitted	Charge -	Charge -	Charge -	Charge -
1				1		1	1					Flec	Manually	Manual Svc	Manual Svc	Manual Svc	Manual Svc
				7	BCC	11900			RATES (\$)			nerise	nerise	Order vs.	Order vs.	Order vs.	Order vs.
CATEG	ORY	RATE ELEMENTS	Interim	Zone	BUS	0300						percon	per con	Electronic-	Electronic-	Electronic-	Electronic-
l.	ļ													1st	Add'l	Disc 1st	Disc Add'l
																	<u> </u>
		First 4-Wire Analog Voice Grade Local Loop in Combination -															
		Zone 3		3	UNCVX	UEAL4	47.62	127.59	60.54	42.79	2.81		l				
		First Interoffice Transport - Dedicated - DS1 combination - Per		1													
1		Mile Per Month			UNC1X	1L5XX	0.1856										<u> </u>
		First Interoffice Transport - Dedicated - DS1 - Facility Termination	1								47.05						
		Per Month		<u> </u>	UNC1X	UITFI	86.44	174.46	122.46	45.61	17.95						<u> </u>
		Per each 1/0 Channel System in combination Per Month			UNC1X	MQ1	146.77	101.42	/1.6Z								
						1041/0	1 78	10.07	7.08	0.00	0.00						
		Per each Voice Grade COCI in combination - per month				IDIVG	1.30	12 16	8.77	6.71	4.84						
		2/1 Channel Surfam in combination per month			UNC3X	MOI	211.19	199.28	118.64	40.34	39.07						
					01100/1			115.60	59.93	5.45	0.00						L
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	13.76	10.07	7.08	0.00	0.00						I
								12.16	8.77	6.71	4,84		ļ				
	-	Additional 4-Wire Analog Voice Grade Loop in same DS1		-		1				_							
		Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	18.89	127.59	60.54	42.79	2.81	Į	I		J		·
		Additional 4-Wire Analog Voice Grade Loop in same DS1								40.70	2.44		l		ł		1
L		Interoffice Transport Combination - Zone 2		2		UEAL4	26.84	127.59	60.54	42.79	2.81		├ <u>─</u> ──				
		Additional 4-Wire Analog Voice Grade Loop in same DS1		1	1.11.01.07		47.02	127 50	60.64	42 70	2.81						
		Interoffice Transport Combination - Zone 3		3		UEAL4	47.02	121.39	00.54	42.15	2.01						
1		Each Additional DS1 Interoffice Channel per mile in same 3/1	ł	1	UNCIV	11 EVV	0.1856	1				1	1				1
		Channel System per month		<u> </u>		11.3^^	0.1000										
		carp 2/1 Channel System per month			LINC1X	U1TE1	88.44	174.46	122.46	45.61	17.95						
		Additional Voice Grade COCL + in combination - per month		1	UNCVX	1D1VG	1,38	10.07	7.08	0.00	0.00						
		Additional voice Grade COOL - al complitation per month	·	1		10.00		12.16	8.77	6.71	4.84						
	EXTEN	DED 4-WIRE 56 KBPS DIGITAL LOOP WITH DEDICATED DS1 I	NTEROF	FICE T	RANSPORT w/ 3/1 M	UX											l
		First 4-Wire 56Kbps Digital Grade Local Loop in Combination -	1	Г		T						1					
		Zone 1	_	1	UNCDX	UDL56	22.20	127.59	60.54	42.79	2.81						
-		First 4-Wire 56Kbps Digital Grade Local Loop in Combination -	-					_				1	1				
		Zone 2	L	2	UNCDX	UDL56	31.56	127.59	60.54	42.79	2.81	 					
		First 4-Wire 56Kbps Digital Grade Local Loop in Combination ~	[L HIODY	LUDI FO	6 56 00	107.50	60.64	42.70	2 81	1	1		1		1
		Zone 3	 _	3	UNCDX	UDL56	55.99	127.59	00.34	42.15	2.01		1				
1		First Interation - Per			UNCIX	11.577	0 1856					1					
		First Interrifice Transport - Dedicated - DS1 - combination Facility		1		10,000	0.1000						1				
		Termination Per Month		ļ į	UNC1X	UITE1	88.44	174.46	122.46	45.61	17.95						
		Per each 1/0 Channel System in combination Per Month		1	UNC1X	MQ1	146.77	101.42	71.62								
								127.59	60.54								<u> </u>
		Per each OCU-DP COCI (data) COCI per month (2.4-64kbs)			UNCDX	1D1DD	2.10	10.07	7,08	0.00	0.00	L	I				···
								<u>12.16</u>	8.77	<u>6.71</u>	4.84		·				<u> </u>
		3/1 Channel System in combination per month		1	UNC3X	MQ3	211.19	199.28	118.64	40.34	39.07	<u> </u>	<u> </u>				l
				I				115.60	59,93	5.45	0.00				·		f
L		Per each DS1 COCI in combination per month	ļ	┢───		UC1D1	13.76	10.07	7.08	0.00	0.00		<u>├</u>				
		Additional & Miss Edition Divital Conde Loop in an DO4		╂──		I	┥────┤	12.16	<u>0.//</u>	<u> </u>	9.04	l					<u> </u>
		Auditional 4-Wire Solutions Digital Grade Loop in same DS1	ł	۱.	UNCOX		22.20	197 50	60.54	42 70	2 81				1		I
		Additional A-Wire S6Kbps Digital Grade Loop in some DS1	··	+		100130		121.39			4.01		├──				1
		Interoffice Transport Combination - Zone 2		1,2	UNCDX		31 56	127.59	60.54	42,79	2.81						l I
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1		+		1-0-00											
1		Interoffice Transport Combination - Zone 3	l	3	UNCDX	UDL56	55.99	127.59	60.54	42.79	2.81]				
		OCU-DP COCI (data) COCI in combination per month (2.4-	· · · · ·	T									—				
		64kbs)	1		UNCDX	1D1DD	2.10	10.07	7.08	0.00	0.00						L
								12.16	8.77	<u>6.71</u>	4.84						<u> </u>
		Each Additional DS1 Interoffice Channel per mile in same 3/1		1	1	1		-							1		1
L		Channel System per month		<u> </u>	UNC1X	1L5XX	0.1856								I		1
1		Each Additional DS1 Interoffice Channel Facility Termination in			LIN COLV						47.0-						1
		same 3/1 Channel System per month		┣			88.44	174.46	122.46	45.61	17.95	l				ļ	ł
1		Each Additional DS1 COCI in the same 3/1 channel system		1	UNCIX	UCIDI	12 70	10.07	7.00		0.00				1		1
			├ ──	t			13.70	12 15	8 77	6 71	4 84	<u> </u>					1
	EXTEN	DED 4-WIRE 64 KBPS DIGITAL LOOP WITH DEDICATED DS1	NTEROF	FICE	RANSPORT w/ 3/1 M	lux	<u> </u>	12.10	<u></u>			1	<u> </u>				
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice	1	T		T [°]	1					1		1			1
		Transport Combination - Zone 1			UNCDX	UDL64	22.20	127.59	60.54	42.79	2.81	L	L	1	L	l	L

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UNBL	INDLED	NETWORK ELEMENTS - Florida							·				0.0	Audun	Incia. Z	Incomposited	Incremental
]					Svc Order	Svc Order	Charmental	Channel	Charge	Charge
1			1	1	J	J						Submitted	Submitted	Charge -	Charge -	Manual Sug	Magual Eva
1				i i			[5 A TEO (8)			Elec	Manually	Manual Svc	Manual Svc	Manual Svc	Manual SVC
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC			KATES (\$)			per LSR	perLSR	Order vs.	Order vs.	Urder vs.	Order vs.
														Electronic-	Electronic-	Electronic-	Electronic-
														1st	Add'l	Disc 1st	Disc Add'l
				 						····-	r						
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice			1000		24 50	107.60	60.54	42 70	2.81						1
ļ	4	Transport Combination - Zone 2		<u> </u>		100164		127.59		42.75	2.01	 			<u> </u>		
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice	1		UNCOV	UDICA	55.00	177 50	60.54	42.79	2.81						
J	÷	Transport Combination - Zone 3				00004	33.85	121.00	00.04	72.10					1		
		Fils Dec Menth			LINC1X	11 5 8 8	0 1856						1				
		First Interoffice Transport - Dedicated - DS1 combination - Facility				120,01	4,1000								1		
		Termination Per Month		1	UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	+	Per each Channel System 1/0 in combination Per Month			UNC1X	MQ1	146.77	101.42	71.62								
}								127.59	60.54								
		Per each OCU-DP COCI (data) in combination - per month (2.4-		-									·				
1		64kbs)		i	UNCDX	1D1DD	2.10	10.07	7.08	0.00	0.00						
								12.16	8.77	<u>6.71</u>	4.84	ļ					
		3/1 Channel System in combination per month			UNC3X	MQ3	211.19	199,28	118.64	40.34	39.07						
								<u>115.60</u>	<u>59.93</u>	5.45	0.00					 	
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	13.76	10.07	7.08	0.00	0.00			<u> </u>			
							<u> </u>	12.16	<u>8.77</u>	<u>6.71</u>	4.84	 .		 	l	I	
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1															
		Interoffice Transport Combination - Zone 1		1_	UNCDX	UDL64	22.20	127.59	60.54	42.79	2.81				I	·	·
1		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1								10.70							
		Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	42.79	2.81			·			
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1	[1.		[[]			10 70	0.04	1	1	ł	{		}
		Interoffice Transport Combination - Zone 3		3		UDL64	55.99	127.59	60.54	42.79	2.01		<u> </u>				
		Additional OCU-DP COCI (data) - DS1 to DS0 Channel System			INCON	LIDIDD.	2.40	40.07	7.00	0.00	0.00		1				
		combination - per month (2.4-64kbs)		<u> </u>			2.10	10.07		0.00	0.00					<u> </u>	
	1	Additional OCO-DP COCI (data) - DS1 to DS0 Channel System			UNCDY			12 16	8 77	6.71	4.84						
·····		Each Additional DS1 Intempfice Channel per mile in same 3/1		<u> </u>		10100	1	12.19	<u></u>			· · · · · ·					
		Channel System per month			UNC1X	1L5XX	0.1856				1			-	ł		
		Each Additional DS1 Interoffice Channel Facility Termination in				10000											
		same 3/1 Channel System per month		1	UNC1X	UITEI	88.44	174,46	122.46	45.61	17.95						
		Each Additional DS1 COCI in the same 3/1 channel system		1													
		combination per month			UNC1X	UC1D1	13.76	10.07	7.08	0.00	0.00						L
								<u>12.16</u>	8.77	6.71	4.84						
	EXTEN	DED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPOR	<u>T w/ 3/1</u>	MUX												· · -	···
ł.		First 2-Wire ISDN Loop in a DS1 Interoffice Combination															
	1	Transport - Zone 1	ļ	1.		UIL2X	19.28	127.59	60.60	42.79	2.81	<u> </u>	L				
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination								40.70	1	1		í	1	{	{
		Transport - Zone 2	I	2		U1L2X	27.40	127.59	60,60	42.79	2.01		~				<u>├</u> ────
		First 2-Wire ISDN Loop in a DS1 Interomice Combination				1111.02		407.60	co.co	42.70	2.04						i i
L		Transport - Zone 3		3	UNCNA		48.62	127.59	00.00	42.19	2.01						
1	1	First intervalice transport - Dedicated - DS1 combination - Per	J	1	UNCIN	11 EVV	0.1858						1				1
F	1	Nile per monut	<u> </u>			112377	V. 1050				t	f	[(<u> </u>			
		Termination per month		1	UNC1X	UNTER	88.44	174 46	122 46	45.61	17 95	1					1
H		Per each Channel System 1/0 in combination - ner month	<u> </u>	1	UNCIX	MO1	146 77	101 42	71 62					1	···		
<u> </u>	1	i or each chainter cystern i/v in combination - per Biofith		<u> </u>		1	<u> </u>	127 59	60 54		I						<u> </u>
<u> </u>	1	······································		ļ	· · · · · · · · · · · · · · · · · · ·	1	<u> </u>	141.93	00.04		I		···	1			
1		Per each 2-wire ISDN COCI (BRITE) in combination - per month	l I		UNCNX	UC1CA	3.66	10.07	7.08	0.00	0.00	[1 1	1	1	1
<u> </u>	1	per monut	l	<u> </u>		1		12.16	8.77	6.71	4.84						
L	1	3/1 Channel System in combination per month	<u> </u>	1	UNC3X	MQ3	211,19	199.28	118.64	40.34	39.07				[
	-	· · · · · · · · · · · · · · · · · · ·			1	1 **		115.60	59.93	5,45	0.00		· · · ·				
		Per each DS1 COCI in combination per month	· · · · ·		UNC1X	UC1D1	13.76	10.07	7.08	0.00	0.00						
								12.16	8.77	<u>6.71</u>	4.84						
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport															
		Combination - Zone 1		1	UNCNX	U1L2X	19.28	127.59	60.60	42.79	2.81						
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport		1												1	1
⊢		Combination - Zone 2		2	UNCNX	U1L2X	27.40	127.59	60.60	42.79	2.81				·		
1		Additional 2-wire ISDN Loop in same DS1Interoffice Transport				l	1						[í 1	(1	1
	↓	Combination - 2016 3		3	UNCNX	UIL2X	48.62	127.59	60.60	42.79	2.81		~				
l i		Automatic 2-wire ISDN COCI (BRITE) in same 1/0 channel	1		UNCNY	LIGICI									1		
	+	system combination- per monut		<u> </u>		UCICA	3,66	10.07	1.08	0.00 £ 74					I		ł
<u> </u>		Each Additional DS1 Interoffice Channel per mile in come 3/1		├──		+	<u>↓ </u>	12.16	<u></u>	9./1	4.04						<u> </u>
]		Channel System per month			UNC1X	11.5XX	0.1856									[ĺ
															• • • •		

														Attach	nent: 2	Exhi	bit: A
UNBU	NDLED	NETWORK ELEMENTS - Florida			· · · · · · · · · · · · · · · · · · ·							Svc Order	Svc Order	Incremental	Incremental	Incremental	Incremental
												Submitted	Submitted	Charne -	Charge -	Charge -	Charge -
CATECORY			ł			1						Fler	Manualiv	Manual Svc	Manual Svc	Manual Svc	Manual Svc
		DATE ELEMENTS	Interim	Zone	RCS	usoc			RATES (\$)			perISR	perLSR	Order vs.	Order vs.	Order vs.	Order vs.
CATEGORT		RATE ELEMENTS	111001414	Lone	000									Electronic-	Electronic-	Electronic-	Electronic-
														1st	Add'l	Disc 1st	Disc Add'l
]			ļ														
		Each Additional DS1 Interoffice Channel Facility Termination in							[í	1				
		same 3/1 Channel System per month	1		UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
		Each Additional DS1 COCI in the same 3/1 channel system					1										
		combination per month		1		UC1D1	13.76	10.07	7.08	0.00	0.00		 			· ·	
			<u> </u>	L1	<u> </u>			12.16	<u></u>	0,/1	4.04	}					
	EXTEN	DED 4-WIRE DS1 LOOP WITH DEDICATED DS1 INTEROFFICE	TRANSP	ORIW	/ 3/1 MUX		70 74	212 76	121 62	51.44	14.45						
——		First 4-wire DS1 Digital Looal Loop in Combination - Zone 1					100.54	217.75	121.62	51 44	14.45						
		First 4-wire DS1 Digital Loop in Combination - Zone 2					178 30	217 75	121 62	51 44	14.45						
		First 4-wire DST Digital Lobal Loop in Combination - Zone 5		°-		USLAN	110.00										
1		Mile Der Menth	ſ	í i	UNCIX	11.5XX	0.1856					1	ł				
├ ──		First Interoffice Transport - Dedicated - DS1 combination - Facility															
	1	Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95	l					
·	1	3/1 Channel System in combination per month		1	UNC3X	MQ3	211.19	199.28	118.64	40.34	39.07						
<u> </u>				T				115,60	59.93	5.45	0.00	I				·	
	i	Per each DS1 COCI combination per month			UNC1X	UC1D1	13.76	10.07	7.08	0.00	0.00						
								<u>12.16</u>	8.77	<u>6.71</u>	4.84		I				
	1	Each Additional DS1 Interoffice Channel per mile in same 3/1											1	1			
		Channel System per month	L	4	UNC1X	1L5XX	0.1856										
1	1	Each Additional DS1 Interoffice Channel Facility Termination in	1	i i	LING CY	Lutra		174.40	450.40	45.64	17.05	1	1	1	ł	1	1
		same 3/1 Channel System per month		· · · ·	UNC1X	U11F1	88.44	1/9.40	122.40	43.01	17.85		1				
1		Each Additional DS1 COCI in the same 3/1 channel system		1	UNCIV	lucini	13.76	10.07	7 08	0.00	0.00						
		combination per month	<u> </u>				13.70	12.16	8.77	6.71	4.84						
			<u>├</u> ──			1											
		Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45	L	I			<u> </u>	
· · · · ·		Additional + Frie Do F Dignal Court Coop in Sometimeter - Hans -		1													
		Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 2	2	2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45						
			1	1								1	1			1	
1	1 1	Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 3	×	3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45	J	I				
	EXTEN	DED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 II	NTEROF	FICE T	RANSPORT					40.70							{
	L	First 4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	22.20	127.59	60.54	42.79	2.01		<u> </u>				
		First 4-wire 56 kbps Local Loop in combination - Zone 2	<u> </u>	1 <u>2</u>	UNCDX		31.50	127.59	60.54	42.75	2.01						
<u> </u>	ļ	First 4-wire 56 kbps Local Loop in combination - Zone 3		3		00130	55.99	127.59	00.34	42.75	2.01	I					
		First 4-wiree 56 kops interonice Transport - Dedicated - Per Mile	1	(LINCOV	11 EVY	0.0001					1	1]	ł	1	Į
		First 4 wire 59 khas Interaffice Transport - Dedicated - Facility		1		10000	0.0007										
1		Termination per month			UNCDX	UITD5	18.44	94.70	52.59	50,49	21.53						
 	EVTEN	DED 4 WIRE 64 KERS DIGITAL EXTENDED LOOP WITH DS0 I	NTEROE	FICE T	RANSPORT												
<u> </u>	EATER	Eirst 4-wire 64 kbns Local Loon in combination - Zone 1	1	1 1	UNCDX	UDL64	22.20	127.59	60.54	42.79	2.81					L	
		First 4-wire 64 kbps Local Loop in combination - Zone 2	<u> </u>	2	UNCDX	UDL64	31.56	127.59	60,54	42.79	2.81					[[
	1	First 4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	42.79	2.81				L		·····
	1	First I4-wire 65 kbps Interoffice Transport - Dedicated - Per Mile											1				l
		per month	1		UNCDX	1L5XX	0.0091									↓ ·	l
		First 4-wire 64 kbps Interoffice Transport - Dedicated - Facility	1	1	1	1			·			ł	1	ł	1	1	1
	L	Termination per month	I		UNCDX	U1TD6	18,44	94.70	52.59	50,49	21,53	∤	1				
ADDIT	ONAL N	ETWORK ELEMENTS	L	1	L	Ļ	l							<u>↓</u>		<u>↓</u>	I
	When u	sed as a part of a currently combined facility, the non-recurring ch	arges do	not app	ly, but a Switch As Is	charge does a	apply.					 			<u> </u>		
<u> </u>	When 1	sed as ordinarily combined network elements in All States, the nor	n-recumn	g chaige	es apply and the Switc	T AS IS Charg	le does not.										
├ ───	Nonreci	Army Currently Combined Network Elements Switch AS IS Charg				1	<u> </u>					1		1	· · · · · ·		
1		Is Chame - 2 wire/4-Wire VG	1	1	UNCVX	UNCCC	i	8.98	8.98	8.98	8.98						
<u> </u>	1	Nonrecurring Currently Combined Network Elements Switch -As-	1	1		1											
		Is Charge - 56/64 kbps			UNCDX	UNCCC		8.98	8.98	8.98	8.98	L	L			1	· · · · ·
	1	Nonrecurring Currently Combined Network Elements Switch -As-	1	1								1	1	Į	1	1	1
		Is Charge - DS1	L		UNC1X	UNCCC		8.98	8.98	8.98	8,98	<u> -</u>	┢───	I	I		
	1	Nonrecurring Currently Combined Network Elements Switch -As-	1 -	1								1	1			1	1
I	I	Is Charge - DS3			UNC3X	UNCCC	┟╍────┤	8.98	8.98	8.98	8.98	+	1	t	↓		
ADDIT	IONAL N	ETWORK ELEMENTS	<u> </u>	1	1		<u> </u>			L	L	L	<u>ا</u>	L	I	ł	I
	When u	ised as a part of a currently combined facility, the non-recurr	ng chárg	es do n	or apply, out a Swit	the Switch	rge ages apply.	e not									
	Norre	ised as ordinarily combined network elements in All States, if	Charpe	L	i coarges apply and i	Ine ownen A	s is charge does	5 11.01.		· · · · · · · · · · · · · · · · · · ·					· · · · ·		1
<u> </u>	Ontiona	Leastures & Functions:		+	1	1				l			1	1			
			1	1	U1TD1.	1	 						1			1	
í	ſ.	Clear Channel Capability Extended Frame Option - per DS1	1.1	1	ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00)	I	L	L	L	1
						1171	96'91	89.52	35.89	18.971					DS3 DSC Termination with DS1 Switching		F
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						98.8	90.61	92'51	20.25	02.11					DS1 DSC Termination with DS1 Switching		
						1171	96.91	89.52	33,88	62.12			_		DS1 DSC Termination with DS0 Switching		
						CL 01	59.1		1.63.1						Customer Reconfiguration Establishment		<u>+</u>
							637								to DC2 - Customer Reconfiguration (FlexServ)	SS900A	/
L						20.0	1/0	778	<u>al'71</u>		<u> </u>						
					<u> </u>	00'0	00.0	00.1	10:01	9/21	10120	iñmo			uniom		
						0.0	000	002	2007	32.07	1 101				DOD INCOMPOSED DUR (DOL COCI) DEED MILL FOCH CURINUEL DEL		1
					— — — — — — — — — — — — — — — — — — —		1776	700	01.71		<u> </u>						+
						78 7	12.9	1228	91.01	01'01	10100	10110	~				+
						00.0	00.0	1 80 Z	20 01	137.51					dtrong and loaned) epitteretal dtim beau (200 120		⊷
						48.4	12.9	11.8	91.21						union and funnession of ALLE SUPPORT		<u> </u>
					i	00.0	00.0	80.T	20.01	97.61	I rarou	AUTIU			Channel in the same SWC as collocation) per month		
															DS1 COCI (used for connection to a channelized DS1 Local		L
						78.4	12.9	17.8	12.16								
								80°L	20.01	13.76	UC101	<u></u>			DS1 COCI used with Loop per month		I
						00.0	SP'S	26-65	112.60	61.115	WO3	NACSX			STS-1 to DS1 Channel System per month		
						00.0	\$7.5	26'65	112.60								
						10.65	40.34	19.811	82'661	51.112	MQ3	NIC3X			D23 to D21 Channel System per month		
					f	49.4	1/9	11.8	91.21								<u> </u>
		~~~~				00.0	00.0	90.7	70.01	85.1	5ALGL	20110			Same SWC as collocation		
						000	000	001	2007	1	1				Inseq tor connection to a channelized LCU Local Channel In the		
				1		1				1			1		VOICE LIADE COCI - DSI 10 DSU Channel System - per month		1
[]					I		1/0	110	01'71	<u> </u>	1						+
L						V8 V	+1.3	22.8	31.01	00'1	- 500				don ison a roca		f
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				l	L					1 2010					Hone and a metal langed 0.020 of 120 - 000 apro 2000		+
1					1 7	48.4	12.9	11.8	91.21	99.5	Aprou	สบาเบ			Channel in the same SWC as collocation		1
					1				1	1	1 1	[ ]	- 1		month used for connection to a channelized DS1 Locat		1
															2-wire ISDN COCI (BKITE) - DS1 to DS0 Channel System - per		1
						18.4	12.9	12.8	12.16								
								80'L	10.01	3.66	UC1CA	Nań			month for a Local Loop		
		1			1	1			1	1					2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System - per		
						40'5	1/9	77.9	91'21	01.2	00101	auriu			Local Channel in the same SWC as collocation		
					1	100	12.3		1	1					1 CU DSLIPHINE & OI NOILJANNOJ TOT DSU (2014-4-4.1) MAOM		
															DCO-DL COCI (09(9) - D2) (D D20 Cliguine) 942(611 - bei		
L					l					· · · · · ·	ļ				100 - matring logard 0.00 of 1.00 (etch) 1000 00 1100	· · · · · · · · · · · · · · · · · · ·	
						48.4	12.9	11.8	91.21		00101						<u> </u>
								80.7	20.01	01.2	00101	ויוטו			and the solution of the soluti		
										L					OCU-DP COCI (data) - DS1 to DS0 Channel System - per month		<u> </u>
						[		19.09	69.721	17.341	LON	XLONU			DS1 to DS0 Channel System per month		
								1				i			SAERS	MULTIN	·
								86'8>	86.8>		URESP	UITSI, UDF, UE3	_	N	(Jaayspeards)		
						1			1			'tano 'tano			Element - Switch As is Non-recurring Charge, per circult		
												'YOU O 'YAUO	1		Unbundled Misc Kate Element, SNE SAL SIN belondin		
				1 I		í			L	1							
								86'8>	86.8>		UBESL	1 121 121 UDF. UE3		N	as n		1
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												-xartu xvrtu			Anovtal Annia 182 302 tramala ateg aniM halboudoll		
						<u> </u>		29'21	82.01		<b>URESL</b>	UITS1, UDF, UE3		N	(สรา)		
					1				1		1	<u>הננסו' הונסז'</u>	1		Element - Switch As Is Non-recurring Charge, per circuit		1
1	1			1		1	l	1	1	1	1	TALLO YALLO	ļ		Unbundled Misc Rate Element, SNE SAL, Single Network		ł.
						L			1 100		00000	Vocuo			ahimusanin ook' amining sisterioume 'ano or aminin		+
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1			1	1	1	I	·	l			<b></b>	NACVX, UNCDX,					+
h			· · · · ·		<b>Г</b>	<u> </u>											<b>-</b>
					1	0	ELL'0	L9'L	6.612		NBCC3	NE3' NAC3X			C-bit Parity Option - Subsequent Activity - per DS3		1
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					t	0.0	107	79.67	76 781	1	NRCCC	UNCIX USL		1	ber DS1		
	1				1	• •	100			1	1	'iaiio'iano			Clear Channel Capability (SF/ESF) Option - Subsequent Activity		1_
L	L				I	ļ	ļ	+	+								1
					ļ					+	1 18000	VIDNO'LOOTO			Clear Channer Capability Super FrameOption - per DS1		1
				1	1	00.0	00.0	00.0	000	1	1 30000				100		1
1					I		L	<b> </b>			I					· · · · ·	+
-					L			L		<u> </u>				ļ			
				f							1	} }				ļ	
											1	1					
l'bbA əziq	Disc 1st	rbbA	181		1												
-Disctronic- Disc Add'l	Electronic- Disc 1st	Electronic-	Electronic- 1st								1						
Order vs. Electronic- Disc Add'l	Order vs. Electronic- Disc 1st	Order vs. Electronic- BbbA	Order vs. Electronic- 1st	per LSR	per LSR			(\$) S∃LVX			oosn	BCS .	əuo <b>z</b>	minetral	<b>СТИЕМЕНТЕ</b>	УЯС	)93TAC
Disc Add'l Disc Add'l Disc Add'l	Disc 1st	Order vs. Order vs. Electronic- Add'l	Manuai Svc Order vs. Electronic-	ber LSR Manually	per LSR			(\$) SƏTAR			neoc	BCS	əuoz	minətril	RATE ELEMENTS	YAC	)93TAC
Disc Add'l Disc Add'l Disc Add'l	Crienge - Manual Svc Order vs. Electronic- Disc 1st	Criange - Manual Svc Order vs. Electronic- l'bbA	Criarge - Manual Svc Order vs. Electronic- 1st	Mannad Manually Per LSR	per LSR			(\$) \$JTAA			naoc	BCS	əuoz	miterim	RATE ELEMENTS	УЯC	CATEGC
Charge - Manual Svc Order vs. Electronic- Disc Add'l	Charge - Manual Svc Order vs. Electronic- Disc 1st	Charge - Manual Svc Order vs. Electronic- Add'i	Charge - Manual Svc Order vs. 1st 1st	per LSR	Bulto 340 Submitted Elec Rer LSR			(\$) 83TAA			naoc	SCB	əuo7	пitəfnl	STEELEMENTS	ХИС	MIEGC
Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	Incremental Charge - Manual Svc Order vs, Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'i	Incremental Charge - Manual Svc Order vs. Istectronic- Ist	svc Order bəttimdu2 yllsunsM Я81 Дяд	Svc Order Submitted Elec Rer LSR			(\$) \$3TAA			nsoc	SCB	əuo <b>z</b>	minetrul	NETWORK ELEMENTS - Florida	ыл ИЛГЕС	
bit: A Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	Exhitr Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	ment: 2 fincremental Charge - Manual Svc Order vs. Electronic- Electronic-	Attachr Incremental Charge - Manual Svc Ordet vs. Electronic- 1st	Svc Order Submitted VilsuneM ASL 199	Svc Order Submitted Elec Per LSR			(\$) \$3TAЯ			naoc	808	əuo <b>z</b>	minetinl	RATE ELEMENTS - Florida	DBA IDFEC	

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													Attach	ment: 2	Exhi	bit: A
	D NETWORK ELEMENTS - Florida	Interim	Zone	BCS	USOC			RATES (\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manuał Svc Order vs. Electronic- Disc 1st	Incrementa Charge - Manuał Sv Order vs. Electronic Disc Add
						<u> </u>										
Servic	e Kearrangements			UITVX, UITDX, UEA, UDL, UITUC,												
	NRC - Change in Facility Assignment per circuit Service			ULDVX, ULDDX,	UPETD		270.08	47.13								
	Rearrangement	<u> </u>		UITVX, UITDX,	OKLID											
	NRC - Change in Facility Assignment per circuit Project			UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX,												
	Management (added to CFA per circuit if project managed)	<u>N</u>		UNCVX, UNCDX	URETB		1.28	1.28								
	NRC - Change in Facility Assignment per circuit Service			U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	IIRETh		0.00	0.00								
	NRC - Change in Facility Assignment per circuit Project			U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX	URETB		0.00	0.00								
	NRC - Transfer of Ownership per circuit Service			UITVX, UITDX, UEA, UDL, UITUC, UITUD, UITUB, ULDVX, ULDDX, UNCVX, UNCDX	URETE		0.00	0.00								
	Rearrangement (1-14 Circuits) NRC - Transfer of Ownership per circuit Project Management	t		UITVX, UITDX, UEA, UDL, UITUC, UITUD, UITUB, ULDVX, ULDDX,	UNETE											
	(15 + circuits)		-	UNCVX, UNCDX, UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1,	UREIC		0.00	0.00								
	Commingling Authorization			UE3, UDLSX, U1TVX, U1TDX, U1TUB	CMGAU	0.00	0.00	0.00	0.00	0.00						<b>_</b>
Miscel	NRC - Order Coordination Specific Time - Dedicated Transport	N	+	UNC1X	OCOSR		18,90	18.90								
	NOTE: Rates displaying an "N" in the interim column are ag	reed to b	y the P	arties until such time	as modified	by Commissio	n order and an	e not subject t	o true-up.						<u> </u>	<b>_</b>
	NOTE: Rates displaying an "I" in the interim column are inte	rim as a	result d	of a Commission ord	er.										I	1

Docket No. 050419-TP

									Exhibit(GJD-2)
					<u> </u>		<u>_</u>	Attachment: 2	Exhibit: B
UNBU	NDLE	D NETWORK ELEMENTS - Florida	l	[				Attachinent	
CATEG	ORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	MONTHLY RECURRING RATES (\$)		
	<b></b>			1	 				
	4.WIRE	DS1 DIGITAL LOOP					<u>↓</u> †-		
	1 + 10 // LE	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	81.35		
	<u> </u>	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	115.62		
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	205.15		
HIGH C	APACIT	Y UNBUNDLED LOCAL LOOP							
<u>,, .</u>	NOTE:	minimum billing period of three months for DS3/STS-1 Local L	000	•					
		High Capacity Unbundled Local Loop - DS3 - Per Mile per							
	1	month	1		UE3	1L5ND	12.56		
		High Capacity Unbundled Local Loop - DS3 - Facility		1					
	1	Termination per month		1	UE3	UE3PX	444.91		
i		High Capacity Unbundled Local Loop - STS-1 - Per Mile per	1						
	1	month			UDLSX	1L5ND	12.56		
┣		High Capacity Unbundled Local Loop - STS-1 - Facility							
		Termination per month		1	UDLSX	UDLS1	490.59		
<u> </u>				1					
	MULTI	PI FXFRS		1			1		
	1			1					
		DS3 to DS1 Channel System per month			UNC3X	MQ3	242.87		
	<u> </u>	STS-1 to DS1 Channel System per month			UNCSX	MQ3	242.87		
	<u> </u>	DS1 COCI used with Loop per month			USL	UC1D1	15.82		
		DS1 COCI used with Interoffice Channel per month	1	1	U1TD1	UC1D1	15.82		
				1					
DEDIC	ATED IN	TEROFFICE TRANSPORT	· · · · ·						
	1	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per							1 1
		month			U1TD1	1L5XX	0.2134		
	<u> </u>	Interoffice Channel - Dedicated Tranport - DS1 - Facility		1					
		Termination			U1TD1	U1TF1	101.71		
<u> </u>		Interoffice Channel - Dedicated Transport - DS3 - Per Mile	1						
		per month	1	1	U1TD3	1L5XX	4.45		
		Interoffice Channel - Dedicated Transport - DS3 - Facility							
	1	Termination per month			U1TD3	U1TF3	1,231.65		
	<u>†                                    </u>	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile							
	1	per month			U1TS1	1L5XX	4.45		
	1	Interoffice Channel - Dedicated Transport - STS-1 - Facility	T	1					
	1	Termination			U1TS1	U1TFS	1,214.40		
	UNBU	IDLED DARK FIBER		<u> </u>					
	T	Dark Fiber, Per Four Fiber Strands, Per Route Mile Or	T						
		Fraction Thereof - Interoffice Transport		1	UDF, UDFCX	1L5DF	30.88		l

r <u>ti</u> 1

INTER	CONF	CTION Florida												Attach	mont: 7	Exhi	A H
INTER	CONE	C TION - FIORIda	r									Sue Order	Svc Order	Incremental	Incomental	Incremental	Incremental
1			1			ł	1					Submitted	Submitted	Charge	Charge	Chargo	Charbo
1				1								Elec	Manually	Manual Suc	Manual Suc	Manual Sva	Manual Suc
CATEG	ORY	RATE ELEMENTS	Interim	Zone	BCS	usoc	1		RATES (\$)			Elec	manually	Manual Svc	Manual Svc	Manual Svc	Manual Svc
0/1120			1	20110		0000	1					perLok	perLak	Order vs.	Order vs.	Order vs.	Order vs.
												1		Electronic-	Electronic-	Electronic-	Electronic-
1				1		1	l							151	Addi	Disc 1st	Disc Add'i
							-	Nonre	currina	Nonrecurring	Disconnect			OSS	Rates(\$)		
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL	INTER	CONNECTION (CALL TRANSPORT AND TERMINATION)															
	NOTE:	bk beside a rate indicates that the Parties have agreed to bill a	nd keep	for tha	t element pursuant t	o the terms a	and conditions	in Attachment	3.								
	INTER	CARRIER COMPENSATION FOR ISP-BOUND TRAFFIC															
		Rate for ISP-Bound Traffic, per MOU	L				D.0007										
L	INTER	CARRIER COMPENSATION FOR LOCAL TRAFFIC, LOCAL TRA	ANSIT TR	AFFIC,	AND MTA TRAFFIC												
	ENDO	FICE SWITCHING															
·	TANOT	End Office Switching Function, Per MOU			OHD	1	0.0009302										
<u> </u>	TANUE	M SWITCHING			0110	<u> </u>											
		Landem Switching Function Per MOU		Į	OHD		0.0006019										
		and the second second per MOO (applies to initial tandem	1	1 1		1	0.00000045							1			
		Tandom Informediana Charmo MOLIN					0.0006019										
	* Thie -	harne is applicable only to transit territic and is applicable	ition to	1			0.0025										
	TRINK	CHARGE	nion to a	ppiicat	e switching and/or	interconnect	ion charges.										
	- NOR	Installation Trunk Side Service _ ner DS0	N		OHD	TODEY		01 5011	D 4451								
		Installation Trunk Side Service - per DS0		1	OHD	TPPOX		21.530k	8.11DK								
	-	Dedicated End Office Trunk Port Service oer DS0**	·····	1	OHD	TDEOP	- 0.00	21.53DK	0.11DK								
		Dedicated End Office Trunk Port Service-per DS1**			0H1 OH1MS	TDE1P	0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This	rate element is recovered on a per MOU basis and is included	in the Er	nd Offic	e Switching and Tan	dem Switch	ing, per MOU r	te elements									
	COMM	DN TRANSPORT (Shared)															
		Common Transport - Per Mile, Per MOU			OHD		0.0000035										
		Common Transport - Facilities Termination Per MOU			OHD		0.0004372										
LOCAL	INTERO	CONNECTION (DEDICATED TRANSPORT)											_				
	INTERC	OFFICE CHANNEL - DEDICATED TRANSPORT															
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade -		1													
		Per Mile per month			OHL, OHM	1L5NF	0.0091										
1		Eacility Termination per month		[ ]					a						1		
<u> </u>		Interoffice Changel Dedicated Transport 56 khos per mile per			OHL, OHM	1L5NF	25.32	47.35	31.78	18.31	7.03						
		month				41 65.94	0.0004										
		Interoffice Channel - Dedicated Transport - 56 kbps - Eacility		[[		ILDINK	0,0091										
		Termination per month				1 ENIX	10 44	47.95	21 70	40.54	7.02		[	1	i	4	1
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per			One, or in	LOINK	10.44	41.35	31.70	10.31	1.03						
		month		( (		11 SNK	0.0091								1		
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility				IL JAK	0.0031						{				
		Termination per month			OHL OHM	11 5NK	18.44	47 35	31.78	18 31	7 03						
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per					10.11										
		month			OH1, OH1MS	1L5NL	0,1856			I			1	1	1	1	
		Interoffice Channel - Dedicated Tranport - DS1 - Facility															
		Termination per month			OH1, OH1MS	1L5NL	88.44	105.54	98,47	21.47	19.05						
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per															
		Informition Channel Dedicated Transit Dog Frank			OH3, OH3MS	1L5NM	3.87										
		Termination per month		[									T				
	10CAL				OH3, OH3MS	1L5NM	1,071.00	335.46	219.28	72.03	70.56						
	LUCAL	Ocal Channel - Dedicated - 2-Wire Voice Grade per month				TED/0	10.00	005.01									
		Local Channel - Dedicated - 4-Wire Voice Grade per month				TEEVA	19.66	265.84	46.97	37.63	4.00						
		Local Channel - Dedicated - DS1 per month		<u> </u>	OH1	TEEHC	20.45	266.54	47.67	44.22	5.33						
		Ocal Channel - Dedicated - DS3 Eacility Termination			0.17	7000	30.49	210.03	103.34	24.30	10.35						
	LOCAL	INTERCONNECTION MID-SPAN MEET				IEFHJ	531.91	556.37	343.01	139.13	96.84						
	1	Local Channel - Dedicated - DS1 per month			OHIMS	TEEHC	0.00	0.00									
		Local Channel - Dedicated - DS3 per month			OH3MS	TEEHI	0.00	0.00									
	MULTIP	LEXERS					0.00	0.00									
		Channelization - DS1 to DS0 Channel System			OH1. OH1MS	SATN1	146 77	101 42	71.62	11.09	10.49				+		
		DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	211.19	199.28	118.64	40.34	39.07				+		
	1	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	13,76	10.07	7.08				+				
															+		
		NOTE: Rates displaying an "N" in the interim column are agree	ed to by	the Par	ties until such time	as modified	by Commission	order and are	not subject to	true-up.							
	I	NOTE: Rates displaying an "I" in the interim column are interi	m a <u>s a</u> re	sult of	a Commission order	r											

														Attach	ment: 4	Exht	DIC; 15
COLL	OCATH	ON - Florida		T					·······			Svc Order	Svc Order	Incremental	Incremental	Incremental	Incrementa
												Submitted	Submitted	Charge -	Charge -	Charge -	Charge -
												Elec	Manually	Manual Svc	Manual Svc	Manual Svc	Manual Sv
				1_		11600			RATES (\$)			ner i SR	per LSR	Order vs.	Order vs.	Order vs.	Order vs
CATE	GORY	RATE ELEMENTS	Interim	Zone	BCS	0500						percon		Electronic.	Flectronic-	Electronic-	Electroni
														1++	Add'l	Disc 1st	Disc Add
1			1											151		Disc ist	Dicertau
										. Non moundary	Disconnect		<b></b> .	055	Rates(\$)		
	1						Rec	Nonrec	surring	Nonrecurring	DISCOMIECT	CONFO	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
								First	Add'l	First	Addi	SUMEC	JOMAN	JOnna	00110111		
				1													
OUNCO.				1													
PHYS	CAL CU			-													
	Applic	ation			CLO	PE1BA		2,785.00		1.20						·	
-		Physical Collocation - Initial Application Fee			010	DEICA		2 236 00		1.20							
		Physical Collocation - Subsequent Application Fee			010	I LIVA											
		Physical Collocation - Co-Carrier Cross Connects/Direct			010	DE 1DT		564.81					}				1
		Connect, Application Fee, per application			CLU	PEIDI											
		Physical Collocation - Power Reconfiguration Only, Application		1	1			400 50						1			
		Fee			CLO	PEIPR		409.00		1 20							
	1	Physical Collocation Administrative Only - Application Fee			CLO	PEIBL		760.91		1.20							
	Soace	Preparation					1						· · · · · · · · · · · · · · · · · · ·				
	1-1-20	Physical Collocation - Floor Space, per sq feet		1	CLO	PE1PJ	5.28	fiber		L			·		t		t
	+	Physical Collocation - Space Enclosure, welded wire, first 50															
1	1	source feet	I N	1	CLO	PE1BX	171.12				<u> </u>		<b></b>	I	I	I	
<u> </u>		Physical Collocation - Space enclosure, welded wire, first 100	1	1													
		Physical Conocation - Space Enclosure, welded wite, met too			ICI O	PE1BW	189.73					L		·			Į
		Square reet	<u> </u>	1			1								1		
		Physical Collocation - Space enclosure, weided wire, cach			ci o	PE1CW	18.61										·
		additional 50 square feet		1	020												
		Physical Collocation - Space Preparation - C.O. Mouncation per			CI O	DEISK	2 38										
		square ft.	1							1							
1		Physical Collocation - Space Preparation, Common Systems	1	1	a 0	05461	2 50				1		t				
		Modifications-Cageless, per square foot	L			IPEISL	2,50						1	1			
		Physical Collocation - Space Preparation - Common Systems															
1		Modifications-Caged, per cage			CLO	PE1SM	84.93										
		Physical Collocation - Space Preparation - Firm Order					1			1							
		Processing			CLO	PEISJ		287.36		I	· · · · · ·						
		Physical Collocation - Space Availability Report, per Central		1							1	1					
1		Office Requested			CLO	PE1SR		572.66				<u> </u>	I				
<u> </u>	Dawa	Childe Requested															
	Power	Divisional Collocation Dower - 491/ DC Power - per Fused Amp	†			1	1										
		Privilical Collocation - Power, -404 Do Fower - por 1 about http		1	CI O	PE1PI	7 80										I
		Requested				<u></u>											[
		Physical Collocation - Power, 120V AC Power, Single Phase, per			0.0	DEIED	5.26								1		
		Breaker Amp				PEIRD	5.20				· · · · · · · · · · · · · · · · · · ·						
		Physical Collocation - Power, 240V AC Power, Single Phase, per	r I				10.50										
		Breaker Amp			CLO	PEIFD	10.53					1		· · ·			
		Physical Collocation - Power, 120V AC Power, Three Phase, per															
1		Breaker Amp	I	1	CLO	IPE1FE	15.80					1	1	I		1	<u> </u>
		Physical Collocation - Power, 277V AC Power, Three Phase, per															
1		Breaker Amp			CLO	PE1FG	36.47					I	1		<u>↓ · · · · · · · · · · · · · · · · · · ·</u>	1	
		Physical Collocation - Power - DC power, per Used Amp			CLO	PE1FN	10.69					<b>_</b>	1				
	Cross	Connects (Cross Connects, Co-Carrier Cross Connects, and F	Ports)							<u> </u>			<u> </u>	I			+
1	1		1	1	UEANL, UEQ, UNCN					1	1	1		1		1	1
1	1		1		X, UEA, UCL, UAL.	1	1	1	1	1	1	[	1	1			1
1	1	Physical Collocation - 2-wire cross-connect loon provisioning	1	1	UHL, UDN. UNCVX	PE1P2	0.0208	7.32	5.37	4.58	2.71		L	I			ł
		r nysiou concellion - z-mic cross-connect, roop, provisioning	1	1	UEA, UHL, UNCVX	1	1			1				1		1	1
1		Developing Collocation - A-wire cross-connect loop provisioning	1	1	UNCOX UCL UDI	PE1P4	0.0416	8.00	5.75	5.00	2.69	1				1	
	-	Privatcal Collocation - 4-wite closs-connect, loop, provisioning			WDS1L WDS1S	<u>, _ , , _ , _ , _ , _ , _ , _ , _ , _ ,</u>										1	1
										1			1			1	
												1	1				
					LIATDA LINICAY					1			1				
1			1	1	UCDED UCDED	1	1	1	1	1	1	1	1	1	1	1	1
1	1		1	1	UEPSK, UEPSB,	1	1		1	1		1	1	1		1	1
1	1	Physical Collocation -DS1 Cross-Connect for Physical	1	1	UEPSE, UEPSP,	L				1	0.0000	1	1			1	
		Collocation, provisioning	1	_	USL	IPE1P1	0.3786	7.88	6.25	1.35	0.9899		I	+	+	+	1
· · ·					UE3, U1TD3,	1				1		1	1	1	1	1	
1					UXTD3, UXTS1,							1					
1			1	1	UNC3X, UNCSX.	1							1	1	1		1
1	1		1	1	ULDD3 UITS1.	1				l			1	1	1		1
1	1	-	1	1	ULDS1 UNLD3	1		1				1		1	1	1	1
1	1			1	LIEPEX LIEPDY	1	1	1		1	1	1	1		1		
1			1	1	LIEDER LIEDER					1	1	1	1	1	1		
1			1	1	UEDEE UEDED	05102	4 10	32.40	31.03	11 15	10 98	1	1	1	1	1	1
1	1	penysical Collocation - US3 Cross-Connect provisioning	1		IUCHOE, UEHOM	112113	4.10	ງ 3ፈ.40	1 31.03	1 1.10	10.30				<u> </u>	· · · · · · · · · · · · · · · · · · ·	

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														Attach	ment 4	Exhi	bit: B
COLL	OCATI	DN - Florida					J					Svc Order	Svc Order	Incremental	Incremental	Incremental	Incremental
												Submitted	Submitted	Charge -	Charge -	Charge -	Charge -
				{		1						Elec	Manually	Manual Svc	Manual Svc	Manual Svc	Manual Svc
CATE	GÓRY	RATE FLEMENTS	Interim	Zone	BCS	USOC			RATES (\$)			perLSR	per LSR	Order vs.	Order vs.	Order vs.	Order vs.
UAIL	JUNI												•	Electronic-	Electronic-	Electronic-	Electronic-
														1st	Add'l	Disc 1st	Disc Add'l
						ļ			· · · · · · · · · · · ·					· · · · · · · · · · · · · · · · · · ·			
					CLO, ULDO3,							1					
				1	ULD12, ULD48,												1
												ĺ					
		Physical Collegation 2 Fiber Cross Connect				DE1E2	1.71	28.26	25.85	13 78	11 01		ĺ				
<u> </u>	+	Physical Collocation - 2-1 Der Closs-Collinect		1	ULDO3 ULD12	runz_		20.20									
1	1			1	ULD48, U1TO3,	1		1		}		1					
	1			1	U1T12, U1T48,					1							1
					UDLO3, UDL12,												
		Physical Collocation - 4-Fiber Cross-Connect			UDF, UDFCX	PE1F4	3.34	37.92	35.51	18.20	15.44						
								1									
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect	1		0.0	DETER	0.0008	1			1						
<b>—</b>		- Fiber Cable Support Structure, per linear toot, per cable.		<del> </del>		IPE IES	0.0000										[
1		Physical Collocation - Co-Carrier Cross Connect/Direct Connect -	I	1	1	1	1										
		Conner/Coax Cable Sunnort Structure, per linear foot, per cable			CLO	PE1DS	0.0012										
	1	and the same addition of the second the second boll particular	1	1	UEPSR, UEPSP.	1						I					
1			ł	1	UEPSE, UEPSB,	1							1				1
	_	Physical Collocation 2-Wire Cross Connect, Port			UEPSX, UEP2C	PE1R2	0.0208	7.32	5.37	4.58	2.71						
		Physical Collocation 4-Wire Cross Connect, Port		<u> </u>	UEPEX, UEPDD	PE1R4	0.0416	8.00	5.75	5.00	2.69						<u> </u>
ļ	Securit	Y		I									·				· · · -
		Physical Collocation - Security Escort for Basic Time - normally		1		DEADT		33.65	22.05								
1	+	scheduled work, per half nour		<del> </del>	<u></u>	PEIBI		33.05	22.05								
		normally scheduled working hours on a scheduled work day, per											1				
		half hour	}		CLO	PE10T		44.63	28.89							_	
		Physical Collocation - Security Escort for Premium Time -															
		outside of scheduled work day, per half hour			CLO	PE1PT		55.62	35.73								
	1	Physical Collocation - Security Access System - Security System															
		per Central Office, per Sq. Ft.			CLO	PE1AY	0.0101										
		Physical Collocation -Security Access System - New Card				1	1										
L		Activation, per Card Activation (First), per State		<u> </u>		PE1A1	·	38.95						·			
		Diverse Cottonation Converts Assess System Administrative						1									[
1		Change existing Access Card per Request per State per Card		1	an	DE1AA		8.84									
	+	Physical Collocation - Security Access System - Replace Lost or				1		0.01									1
		Stolen Card, per Card	i		CLO	PE1AR		28.78									
	1	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		23.28									· · · · · · · · · · · · · · · · · · ·
	1	Physical Collocation - Security Access - Key, Replace Lost or		1 -		1						1	ļ		)	1	J
		Stolen Key, per Key		<u> </u>	CLO	PE1AL		23.28								·	
<b>—</b>	CFA	Divergel Callogation CEA Information Report Permet		<u> </u>			l	1		}		<b>├</b> ──					
1	1	r nysical collocation - or A information Resend Request, per		1	ao	PE1C9		79 52	1				1				1
1	Cable F	lecords		<u> </u>	<u> </u>		1	10.02	1								
<b></b>	1	Physical Collocation - Cable Records, per request		1	CLO	PE1CR	<u> </u>	1 1515.00	S 973.64	256.35							
	<b>—</b> ——	Physical Collocation, Cable Records, VG/DS0 Cable, per cable				1											
L		record (maximum 3600 records)			CLO	PE1CD		646.84		362.41							
		Physical Collocation, Cable Records, VG/DS0 Cable, per each		1		L									ł		
		100 pair	<b>_</b>	1	CLO	PE1CO		9.11		10.80							
		Physical Collocation, Cable Records, DS1, per 11 TIE				PE1C1		4.52		5.35							<u> </u>
┣──	++	Physical Collocation, Cable Records, US3, per 13 TIE		+		IPEIUS		15,61		- 10.73							
		record (maximum 99 records)		1	CI O	PE1CB	ĺ	169.96	(	149 97		ł		l .			1
<b>—</b>	Virtual	to Physical	·····	<u> </u>		1	· ······		· · · ·								
	1	Physical Collocation - Virtual to Physical Collocation Relocation,			· · · · · · ·												
L		per Voice Grade Circuit	N		CLO	PE1BV		33.00									
		Physical Collocation - Virtual to Physical Collocation Relocation,									_		i –				
	+	per DSO Circuit	N	<b> </b>	CLO	PE1BO	ļ	33.00		ļ							<u> </u>
		Physical Collocation - Virtual to Physical Cohocation Relocation, per DS1 Circuit			CI O	DE 191		52.00							[		[
<u> </u>	1	Physical Collocation - Virtual to Physical Collocation Relocation	- N	<u>+</u>			+	52.00									
1		per DS3 Circuit	N		CLO	PE1B3		52.00								1	
	1	Physical Collocation - Virtual to Physical Collocation In-Place,	<u> </u>	1		1											1
1		Per Voice Grade Circuit	N N	1	CLO	PE1BR	1	23.00	1			1					1

											 		Attach	ment: 4	Exhi	bit: B
COLL	OCATIC	DN - Florida					[			<u> </u>	 Svc Order	Svc Order	Incremental Charge -	Incremental Charge -	Incremental Charge -	Incremental Charge -
CATEG	ORY	RATE ELEMENTS	Interim	Zone	BCS	USOC			RATES (\$)		Elec per LSR	Manually per LSR	Manual Svc Order vs. Electronic- 1st	Manual Svc Order vs. Electronic- Add'l	Manual Svc Order vs. Electronic- Disc 1st	Manual Svc Order vs. Electronic- Disc Add'i
		Physical Collocation Virtual to Physical Collocation In-Place, Per		-	ci o	PE1BP		23.00								
<u> </u>		DSO Circuit Physical Collocation - Virtual to Physical Collocation In-Place,	<u> </u>	-	<u> </u>	DE189		33.00								
<u> </u>		Per DS1 Circuit Physical Collocation - Virtual to Physical Collocation In-Place,	<u> </u>		<u></u>	PE 100		37.00			1					
		per DS3 Circuit	<u>N</u>		CLO	PEIBE	l	31,00			 					
	Entranc	ce Cable		1			1 1									
1		Entrance Cable		I	CLO	PE1PM	5.19				 					
		Copper Entrance Cable Support Structure, per each 100 pairs				PETEB	0.1406	18.56			 					
		Copper Entrance Cable Installation, per 100 pairs	I	1			1 1					1				
1		manhole to vault splice)		I	CLO	PE1EC	┨─────────────────────────────────────	994.12		43.84	 					
		Physical Collocation - Copper Entrance Cable per Cable (CO			cio	PEIEA		1,195.00		43.84	 		<b></b>			
		manhole to vault splice) Physical Collocation - Fiber Entrance Cable Installation. per		1		··-···										
		Fiber			CLO	PE1ED		7.43			 					
	Pot Bay	/			UFANI, UFA UDN U		1				 1	l				
					DC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX, UNCDX,											
		2 Wire Pot Bay			UNCNX	PE1PE	0.03				 					<u> </u>
					UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, USL, UNCVX_UNCDX	PE1PF	0.06									
		DS1 Pot Ray			UEANL, UEA, UDN, U DC, UAL, UHL, UCL, L EQ, CLO, WDS1L, W DS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	0.4238									
					UEANL, UEA, UDN, L DC, UAL, UHL, UCL, U EQ, CLO, UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL,											
L		DS3 Pot Bay				PE1PH	3.78				 		1			
					ULDI2, ULDI3, ULDI3, ULDI2, ULDI3, ULDI2, ULDI3, ULDI5	PE182	12 89									
		2 Wire Hiber Pot Bay	+	+ •	UEANL,UEA,UDN,U	<u>, , , , , , , , , , , , , , , , , , , </u>	1	· · · · · ·	1					1		
		4 Wire Fiber Pot Bay			DC, UAL, UHL, UCL, U EQ, CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	) PE1B4	17.39									
		Note: Existing point(s) of demarcation - MCI provided Pot Bay. BeltSouth will grandfather existing point(s) of demarcation established at a MCI provided Pot Bay pursuant to this contract. MCI shall order services using the existing terminations in the MCI provided Pot Bay.														

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					·									Attach	ment: 4	Exhi	bit: B
COLI	GORY	ON - Florida RATE ELEMENTS	interim	Zone	BCS	usoc			RATES (\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incrementa Charge - Manual Svo Order vs. Electronic- Disc Add'I
		Note: Existing point(s) of demarcation - BellSouth provided Pot Bay, BellSouth will grandfather existing point(s) of demarcation established at a BellSouth provided Pot Bay, MCI shall order services using the existing terminations in the BellSouth provided Pot Bay.															
VIRTU	JAL COL	LOCATION											L	····			<u> </u>
	Applic	ation								1.00			ļ				
		Virtual Collocation - Application Fee			AMIES	EAF		1,241.00		1.20							
		Application Fee, per application			AMTES	VEICA		564.81								1	
		Virtual Collocation Administrative Only - Application Fee	1		AMTES	VE1AF	1	760,91		1.20		_					
	Space	Preparation															
		Virtual Collocation - Floor Space, per sq. ft.			AMTES	ESPVX	5.28										l
	Power		<u> </u>			FODAY											ļ
		Virtual Collocation - Power, per fused amp			AMIES	VEIDE	10.69										
	Cross	Connects (Cross Connects, Co-Carrier Cross Connects, and F	Ports)				10.05		<u> </u>								
	1.000	Vidual Collection - 2-wire cross-connect loop provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0201	7.32	5.37	4.58	2.71						
		Villad Colocation - 2 with close connect, loop, provisioning	1		UEA, UHL, UCL, UDL, UNCVX,	UELOL	0.0201		6.76	5.00	2.60						
		Virtual Concernor - 4-wre cross-connect, loop, provisioning		1	ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL,	OEAC4	0.0403	8.00		5.00	2.03						
		Virtual collocation - cross-connect per US1			UNELD1, USL USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX,		0.3786	7.88	6.20	1.35	0.9915						
		Virtual collocation - cross-connect per DS3			UNLD3	CND3X	4.16	32.40	31.03	11.15	10.98					ļ	
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	1.75	28.26	25.85	13.78	11_01						
		Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDL03, U1T48, U1T12, U1T03, ULD03, ULD12, ULD48, UDF	CNC4F	3.50	37.92	35.51	18.20	<u>15.44</u>						
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTES	VE1CB	0.0008										
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTES	VE1CD	0.0012										
	ļ	Virtual Collocation 2-Wire Cross Connect, Port			UEPSE, UEPSE, UEPSE, UEPSP, UEPSR, UEP2C	VE1R2	0.0201	7.32	5.37	4.58	2.71						
<b> </b>	CFA	Vinder Competition 4-Vine Cross Commert, Pon	t	1	UEPUU, UEPEX	VE1K4	0.0403	8.00	5./5	5.00	2.69						L
		Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTES	VE1QR		79.52									
<u>}</u>	Cable	Records	<b> </b>		ANTER	1/5454	<u> </u>	1 1515 00	6 073 04					ļ	└────	┝	<b> </b>
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTES	VE1BB		646.84	S 913.04	362.41							
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair Virtual Collocation Cable Records - DS1 per 117/E			AMTES	VE1BC		9.11		10.80							
		Virtual Collocation Cable Records - DS1, per 1111E	t	+	AMTES		f	4.52	f	18 73					├		
Second Second					1 · · · · · · · · · · · · · · · · · · ·												4

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														Attach	mont A	Exhi	hit- B
COLL	OCATIO	DN - Florida										Sun Order	Sun Order	Adacia	Incremental	Incremental	Incremental
												Svc Order	Svc Order	Charge	Charge -	Charge -	Charne -
												Submitted	Submitted	Charge-	Charge -	Unarge -	Manual Cure
	1											Elec	Manually	Manual Svc	Manual Svc	Manual Svc	Manual Svc
CATEG	GORY	RATE ELEMENTS	Interim	Zone	BCS	USOC			RATES (\$)			per LSR	per LSR	Order vs.	Order vs.	Order vs.	Order vs.
														Electronic-	Electronic-	Electronic-	Electronic-
													1	1st	Add'i	Disc 1st	Disc Add'l
							·····										
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber								440.07							
L		records			AMIES	VEIBE		169.96		149.97							
	Securit	<u> </u>												·			
		Virtual collocation - Security escort, basic time, normally						00.05	00.05				i i				
<b></b>		scheduled work hours		ļ	AMIES	SPIBX		33.65	22.05							·	t
		Virtual collocation - Security escort, overtime, outside of normaliy				optov		44.62	20.00								1
	1	scheduled work hours on a normal working day			AMIES	SPICK		44.03	20.03				- ·				
		virtual collocation - Security escort, premium time, outside of a			ANTES	COTOY		65.62	35 73								Í
	1	scheduled work day			AWIIFS	SPILA		JJ.02	33.73				1				
-	Maintei	nance			ANATES	CTDI Y	l	54.05	22.05								
		Vitual conocation - Maintenance in CO - Basic, per hair nou		<u> </u>					22.00				1				
[		Virtual collocation - Maintenance in CO - Overfime, per half hour		1	AMTES	SPTOM		72 18	28.89			1					1
<u> </u>	1	visuar conocatori - Mantenance in CO - Overanie, per fian fiour		t			<u>├──</u> ─					1					
1		Virtual collocation - Maintenance in CO - Premium per half hour			AMTES	SPTPM		90.31	35.73								1
	Entran	a Cable		1			I										
	Limain	Virtual Collocation - Cable Installation Charge per cable	-		AMTES	ESPCX		1.473.00		43.84			1				
		Virtual Collocation - Cable Support Structure, per cable			AMTES	ESPSX	4.54										
COLLO	CATION	IN THE REMOTE SITE				· · · · · ·											
	Physica	al Remote Site Collocation															L
	1.1.1	Physical Collocation in the Remote Site - Application Fee	-		CLORS	PE1RA		612.23		270.35							I
		Cabinet Space in the Remote Site per Bay/ Rack		1	CLORS	PE1RB	154.59							·			<b> </b>
													1				
1		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		23.28					· · · · · · · · · · · · · · · · · · ·				
		Physical Collocation in the Remote Site - Space Availability											1	1			1
		Report per Premises Requested			CLORS	PEISR		223.91					l				<b></b>
		Physical Collocation in the Remote Site - Remote Site CLLI															1
		Code Request, per CLLI Code Requested			CLORS	PEIRE		73.39					l				l
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO		L	CLORS	PE1RR		208.02									ł
		Physical Collocation - Security Escort for Basic Time - normally															
		scheduled work, per half hour	L		CLORS	PE1BT		33.65	22.05			ļ	ļ				<u> </u>
		Physical Collocation - Security Escort for Overtime - outside of		1													1
		normally scheduled working hours on a scheduled work day, per										1					
		half hour		L	CLORS	PEIOT		44.63	28.89					· ·	· · · ·		ł
		Physical Collocation - Security Escort for Premium Time -							05.70			1					
		outside of scheduled work day, per half hour			CLORS	PEIPI		55.62	35.73								t
	Adjace	nt Remote Site Collocation						755.00	766.00								f
		Remote Site-Adjacent Collocation-Application Fee	<u>N</u>	-	CLORS	PEIRU		755.62	/55.62								I
			I		0.000	DEADT	0.124										1
<b> </b>		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PEIRI	0.134										
		Device City I discost Collegation AC Device and bracker and			CLOBS	DEIDE	6.27										ł
	Vinteral	Remote Site Adjacent Collocation - AC Power, per breaker amp	<u> </u>		CLONG	FEIKS	0.21						· · · ·				
	VILLIAI	Vidual Collocation in the Remote Site - Application Fee			VE1RS			612 23		270.35		1°					
	1	Autoral controlation in the Normole One - Application ree	l	1						_,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		1					
		Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	154 59										
<u> </u>	1		· · · · ·	1													
	1	Virtual Collocation in the Remote Site - Space Availability Report		1													
		per Premises requested			VE1RS	VE1RR		223.91									
		Virtual Collocation in the Remote Site - Remote Site CLLI Code		1													
		Request, per CLLI Code Requested			VE1RS	VE1RL		73.39					1				
<b>—</b>				1											L	L	L
ADJAC	CENT CO	LLOCATION		1													
		Adjacent Collocation - Space Charge per Sq. Ft.		1	CLOAC	PE1JA	0.1666								L		L
· · · ·		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.62								I		ļ
	1			1													1
1				1	UEANL, UEQ, UEA, U		1 1										1
1	1	Adjacent Collocation - 2-Wire Cross-Connects	1	1	CL, UAL, UHL, UDN	PE1JE	0.0194	7.32	5.37	4.58	2.71	I			l	<b></b>	l
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PEIJF	0.0388	8.00	5.75	5.00	2.69	L	I			<b> </b>	I
		Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	0.3708	7.88	6.26	1.35	0.9915	I				Į	I
		Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	4,14	32.40	31.03	11.15	10.98	L		ł		l	<u> </u>
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	1.70	28.26	25.85	13.78	11.01	L	l	l			l
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	3.33	37.92	35.51	18.20	15.44	L	I				ł
		Adjacent Collocation - Application Fee		1	ICLOAC	PE1JB		2,763.00	1	1.02		1		I		I	L

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0011	OCATH	ON Elorida												Attach	ment: 4	Exhi	bit: B
CATE	GORY	RATE ELEMENTS	Interim	Zone	BCS	USOC			RATES (\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'i	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add
	T	Adjacent Collocation - 120V, Single Phase Standby Power Rate		$\vdash$		DE1 II	5.26				· · · · ·						
	<u> </u>	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.53										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp Adjacent Collocation - 227V, Three Phase Standby Power Rate			CLOAC	PE1JN	15.80					-					
		per AC Breaker Amp Adjacent Collocation - Cable Support Structure per Entrance		-	CLOAC	PE1JO	36.47					<u> </u>					
MICRO	WAVE 1	Cable RANSMISSION FACILITIES (IN CONJUNCTION WITH PHYSIC/	AL COLL	 OCATI	CLOAC ON)	PE1JP	5.19										
		Site Visit Request to determine Line-of-Sight for Microwave Transmission Facilities, per Visit, per CO	N		CLO	PE1SU		1,034.00		1.32							
		Site Visit Request - Structural Analysis for Microwave Transmission Facilities, per Visit, per Central Office Initial Provent in Microwave Transmission Confliction and Control	N		CLO	PE1SV		1,034.00		1.32							
		Office Subsequent Request for Microwave Transmission Facilities, per Central Office	N	ļ	CLO	PE1SW		4,364.00		1.32		ļ					
ļ	<u> </u>	Central Office NOTE: Rates displaying an "N" in the interim column are app	N eed to by	the Pa	CLO arties until such time	PE1SX	by Commissio	1,753.00	not subject to	1.32							
		NOTE: Rates displaying an "I" in the interim column are inter	im as a r	esult o	f a Commission orde	er,		and an									