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December 15, 2005

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

**Re: Docket No. 041269-TP**

Dear Ms. Bayó:

BellSouth Telecommunications Inc. respectfully submits, for filing in this docket, a replacement Exhibit PAT-5. Exhibit PAT-5 was admitted into the evidentiary record in this case as Hearing Exhibit 21. By copy of this letter, BellSouth is serving this exhibit on all parties of record.

This exhibit is substantively identical to Hearing Exhibit 21; however, BellSouth has made certain modifications to the exhibit to ensure it responds to the specific issues established in this proceeding. BellSouth lists below each of the changes to the exhibit:

1. The issues listed on PAT-5, as originally filed, were numbered incorrectly by one; i.e., Issue 2 on the original PAT-5 was actually Issue 1. The replacement exhibit PAT-5 correctly numbers the issues.

2. In the original PAT-5 the issue labeled as Issue 5 inadvertently omitted subpart (c). The replacement PAT-5 attached has correctly identified the issue as 4, and includes subpart (c) in the description of the issue.

3. In the original PAT-5 the issue labeled as Issue 20 also inadvertently omitted subpart (c) in the issue heading. The replacement PAT-5 correctly identifies this issue as 19 and includes subpart (c) in the description of the issue.

4. In the original PAT-5 at the very end of the exhibit, BellSouth included a section titled "Generic Issue 33\*: Line Conditioning." There is no such issue in Florida; however, in other change of law proceedings this was a specific issue that had been moved into the docket from arbitration proceedings. In discussions with CompSouth, BellSouth had suggested that each party could litigate this issue as a subpart to Issue 25, and the language that BellSouth redlined as

DOCUMENT NUMBER-DATE

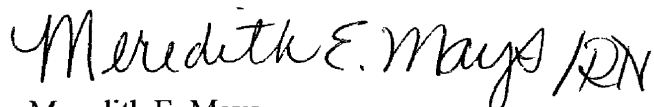
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General Issue 33 was included in CompSouth's Exhibit JPG-1 under Issue 25. The replacement PAT-5 has simply moved the language into Issue 25 and deleted the issue description that was previously included.

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

Sincerely,

  
Meredith E. Mays

Enclosure

cc: All Parties of Record  
Jerry Hendrix  
R. Douglas Lackey

614131

**CERTIFICATE OF SERVICE**  
**Docket No. 041269-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Electronic Mail and First Class U. S. Mail this 15<sup>th</sup> day of December, 2005 to the following:

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**PAMELA A. TIPTON REBUTTAL EXHIBIT PAT-5**

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

**ISSUE 1:**

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

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

**BellSouth comments on its redlines to Issue 1:**

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

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

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

**2.2**

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

**2.2.1**

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

**2.2.2**

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

**2.2.3**

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

**2.2.4**

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

**2.2.4.1**

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

**2.2.4.2**

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

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

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

NEW SECTION #1

Excess DS1 and DS3 Loops.

2.2.4.3 [BELLSOUTH BELIEVES THIS SECTION SHOULD BE SEPARATE]

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

2.2.6

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

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

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

These rates shall be set forth in Exhibit B.

2.2.7

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

2.2.8

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

NEW SECTION #2

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

2.2.9

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



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

#### 2.2.9.1

If CLEC fails to submit the spreadsheet(s) specified in Section 2.2.9 above for its Embedded Customer Base and Excess DS1 and DS3 ~~UNE~~ Loops prior to ~~December 9~~ March 11, 2006, BellSouth will identify and may transition such circuits to the equivalent wholesale services provided by BellSouth. Those circuits identified and transitioned by BellSouth pursuant to this Section shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation section 271 of the equivalent BellSouth service.

#### 2.2.9.2

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

#### 2.3.6.1

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

2.3.6.1.1

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

2.3.6.1.2

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

2.3.6.2

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

2.3.6.3

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

A rate equal to the higher of:

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

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

These rates shall be set forth in Exhibit B

2.3.6.4

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

~~classification as part of the Embedded Customer Base. For Conversions as defined in Section 2.3.6.4, such spreadsheet shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base. If CLEC chooses to convert the Dark Fiber UNE Loops into special access circuits, BellSouth will include such Dark Fiber Loops once converted within CLEC's total special access circuits and apply any discounts to which CLEC is entitled.~~

**2.3.6.5**

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

~~The man~~

**2.3.6.6**

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

**4.4**

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

**4.4.1**

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

~~At the~~

**4.4.2**

~~For the purposes of this Section 4.4, Embedded Customer Base means end-user customers served by Local Switching at the DS0 level that was in service for CLEC as of March 10, 2005 the Effective Date of the Agreement. CLEC shall be entitled to order and BellSouth shall provision Local Switching orders for the purposes of serving CLEC's Embedded Customer Base and such facilities are included in the Embedded Customer Base. Subsequent disconnects or loss of end-user customers Local Switching by CLEC shall be removed from the Embedded Customer Base.~~

#### 4.4.3

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

##### 4.4.3.1

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

#### 4.4.4

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

A rate equal to the higher of:

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

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

The rates shall be set forth in Exhibit A.

#### 4.4.5

~~BellSouth-CLEC will provide written notice to CLEC-BellSouth no later than February 14~~October 1, 2005~~6 of the specific UNE Local Switching elements arrangements that are required to be transitioned to other facilities arrangements. CLEC may transition from these UNE Local Switching arrangements elements to other available wholesale facilities arrangements provided by BellSouth, including Local Switching unbundled under section 271, wholesale facilities obtained from other carriers or self-provisioned facilities. No later than March 14~~October 1, 2005~~6, CLEC shall submit orders spreadsheet(s) identifying all of the Embedded Customer Base of circuits Local Switching elements to be either (1) disconnected or transitioned to wholesale facilities obtained from other carriers or self-provisioned facilities; or (2) converted to other wholesale arrangements facilities provided by BellSouth, including Local Switching unbundled under section 271. Such spreadsheets also shall identify circuits for which there is a dispute regarding its classification as part of the Embedded Customer Base. Such spreadsheet shall take the place of an LSR or ASR.~~

**4.4.6**

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

**4.4.7**

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

**5.3.3**

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

**5.3.3.1**

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

**5.3.3.2**

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

**5.3.3.3**

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

~~transitioned to the equivalent BellSouth Section 271 offering, pursuant to the transition provisions herein applicable to UNE-P arrangements.~~

**5.3.3.4**

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

A rate equal to the higher of:

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

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

These rates shall be set forth in Exhibit AB.

**5.3.3.5**

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

**5.3.3.6**

If CLEC fails to submit the orders ~~spreadsheet(s)~~ specified in Section 5.3.3.5 above for its Embedded Customer Base prior to March 11, 2006, BellSouth ~~will~~may transition such circuits to the equivalent BellSouth resold section 271 service. Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of such resold service as set forth in BellSouth's tariffs and this Agreement, ~~including Local Switching unbundled under section 271 commingled with DS0 capacity loops unbundled under Section 251.~~

**5.3.3.7**

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

**6.2**

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

**6.2.1**

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

**6.2.2**

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

NEW SECTION #4

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

**6.2.3**

Excess DS1 and DS3 Dedicated Transport are those CLEC DS1 and DS3 Dedicated Transport facilities in service as of March 10, 2005 ~~the Effective Date of the Agreement,~~ in excess of the caps set forth in Sections 6.2.4.1 and 6.2.4.2 ~~respectively, or that are~~

~~otherwise no longer available as section 251 UNEs.~~ Subsequent disconnects or loss of end user customers Excess DS1 or DS3 Dedicated Transport by CLEC shall be removed from Excess DS1 and DS3 Dedicated Transport.

#### 6.2.4

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

##### 6.2.4.1

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

##### 6.2.4.2

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

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

#### NEW SECTION #5

Excess DS1 and DS3 Dedicated Transport

#### NEW SECTION #6

Embedded Base Entrance Facilities

##### 6.2.4.3 [BELLSOUTH BELIEVES THIS SECTION SHOULD BE SEPARATE]



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

6.2.4.4

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

A rate equal to the greater of:

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

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

These rates shall be set forth in Exhibit B.

6.2.4.5

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

6.2.4.6

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

NEW SECTION #7

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

6.2.4.7

~~CLEC~~BellSouth will provide written notice to ~~BellSouth~~CLEC no later than December 9, February 10, 2005~~6~~ via spreadsheet identifying ~~of the specific DS1 and DS3 UNE Dedicated Transport circuits, including the Embedded Customer Base of DS1 and DS3 Dedicated Transport circuits, Embedded Base including DS1 and DS3 UNE Entrance Facilities, and Excess DS1 and DS3 UNE Dedicated Transport circuits that are required to be transitioned to other facilities arrangements.~~ CLEC may transition from Embedded Base and Excess these DS1 and DS3 UNE Dedicated Transport circuits, including DS1 and DS3 UNE Entrance Facilities to other available UNE Dedicated Transport circuits offered pursuant to this Agreement, wholesale facilities provided by BellSouth, including special access, DS1 and DS3 Dedicated Transport circuits unbundled under Section 271, wholesale facilities obtained from other carriers or self-provisioned facilities. Alternatively, CLEC may disconnect such circuits. CLEC may transition from the Embedded Base Entrance Facilities to wholesale facilities provided by BellSouth, including special access, wholesale facilities obtained from other carriers or self-provisioned facilities. Alternatively, CLEC may disconnect such Embedded Base Entrance Facilities. ~~No later than March 10, 2006, CLEC shall submit spreadsheet(s) identifying all of the Embedded Customer Base of circuits and Excess DS1 and DS3 Dedicated Transport circuits to be either (1) disconnected and transitioned to wholesale facilities obtained from other carriers or self-provisioned facilities; or (2) converted as Conversions pursuant to Section 1.6 to other available UNE Dedicated Transport circuits or other wholesale facilities provided by BellSouth, including special access and DS1 and DS3 Dedicated Transport circuits unbundled under section 271. Such spreadsheet also shall identify circuits for which there is a dispute regarding its classification as part of the Embedded Customer Base or Excess DS1 and DS3 UNE Dedicated Transport; the identification of such circuits on the spreadsheet shall constitute self certification as described in Section 1.8. Such~~ For Conversions as defined in Section         , such spreadsheet shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport. If CLEC chooses to convert the DS1 and DS3 UNE Dedicated Transport circuits into special access circuits, BellSouth will include such DS1 and DS3 Dedicated Transport circuits once converted within CLEC's total special access circuits and apply any discounts to which CLEC is entitled.

#### 6.2.4.8

If CLEC fails to submit the spreadsheet(s) specified in Section 6.2.4.6 above for its Embedded Customer Base, Embedded Base Entrance Facilities, and Excess DS1 and DS3 UNE Dedicated Transport circuits prior to December 9, March 11, 2006~~5~~, BellSouth will identify and may transition such circuits to the equivalent wholesale services provided by BellSouth. Those circuits identified and transitioned by BellSouth pursuant to this Section shall be subject to all applicable disconnect charges set forth in this Agreement and the full nonrecurring charges for installation of the equivalent BellSouth service. BellSouth section 271 service.

#### 6.2.4.9

For Embedded Customer Base circuits, Embedded Base Entrance Facilities, and Excess DS1 and DS3 UNE Dedicated Transport circuits transitioned pursuant to Section 6.2.4.7

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

#### 6.9.1

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

#### 6.9.1.1

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

#### 6.9.1.2

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

#### NEW SECTION #8

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

#### 6.9.1.3

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

**6.9.1.4**

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

NEW SECTION 9

Embedded Base Dark Fiber Entrance Facilities

**6.9.1.4.1 [BELLSOUTH BELIEVES THIS SECTION SHOULD BE SEPARATE]**

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

**6.9.1.5**

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

A rate equal to the greater of:

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

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

These rates shall be set forth in Exhibit B.

**6.9.1.6**

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

NEW SECTION #10

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

this Attachment. CLEC shall not add new Entrance Facilities pursuant to this Agreement.

**6.9.1.7**

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

**6.9.1.8**

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

**6.9.1.9**

For Embedded Customer Base circuits and Embedded Base Dark Fiber Entrance Facilities transitioned pursuant to Section 6.9.1.7 or 6.9.1.8, the applicable recurring

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

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

**ISSUE 2:**

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

**CompSouth proposed contract language for Issue 1 (TRRO Transition) implements the changes in BellSouth's obligations to provide loops, transport, switching, and dark fiber UNEs pursuant to Section 251(c)(3) obligations.**

BellSouth addressed CompSouth's "language" in Issue 1 above and in its rebuttal testimony.

**ISSUE 3**

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

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

BellSouth addresses CompSouth's proposed definitions in its rebuttal testimony. CompSouth has not proposed a definition of Route although this term is used in its proposed language. BellSouth proposed a definition of Route in connection with Issue 1 in its direct testimony.

**10.1**

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

**10.2**

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



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

#### 10.4

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

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

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

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

**ISSUE 4:**

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

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

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

.1  
If BellSouth seeks to designate additional wire centers as "non-impaired" for purposes of the FCC's Triennial Review Remand Order (TRRO), BellSouth shall file with the Commission post-TRRO, after November 1, 2001, designating a proposed list of any new (additional) "non-impaired" wire centers ("subsequent wire centers"), on April 1 of each year (coincident with its filing of ARMIS 43-08 data with the FCC). The list of additional "non-impaired" wire centers as designated filed by BellSouth shall reflect the number of Business Lines, and fiber-based collocators, as of December 31 of the previous year, in each wire center that BellSouth proposes be considered "non-impaired," and shall also reflect the number of fiber-based collocators in each subsequent wire center on the list at the time of BellSouth's designation.

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

- a. The CLI of the wire center.
- b. The number of switched business lines served by BellSouth RBOC in that wire center based upon data as reported in ARMIS 43-08 for the previous year just ending.
- c. The sum of all UNE L Loops connected to each wire center, including UNE Loops provisioned in combination with other elements, number of UNE P or equivalent lines used to serve business customers.
- d. The number of analog UNE L lines in service.
- e. The number of DS-1 UNE L lines in service.
- f. The number of DS-3 UNE L lines in service.
- g. A completed worksheet that shows, in detail, any conversion of access lines to voice grade equivalents.

h. **The names of any carriers relied upon as fiber-based collocators** ~~claimed independent fiber-optic networks (or comparable transmission facilities) terminating in a collocation arrangement in that wire center.~~

.3

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

.4

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

.5

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

.6

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

.7

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

**ISSUE 5:**

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

**See Issue 3: The CompSouth proposed definition of "Business Line" includes the following as its last sentence:**

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

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

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

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

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

**ISSUE 6:**

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

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

\_\_1

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

**ISSUE 7:**

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

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

**Interim Rates For Section 271 Checklist Items**

1.

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

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

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

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

2.

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

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

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

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

**ISSUE 8:**

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

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

The language CompSouth proposes for this issue is contrary to that which CompSouth proposed for Issue 1.

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

~~2.1.4.2~~

~~For purposes of the Transition Period in this Section 2, Embedded Customer Base is defined as (1) business entities, including corporations, limited liability companies, partnerships, sole proprietorships, cooperatives and other entities; (2) governmental and non-profit organizations; and (3) residential customer that had executed a valid contract or service order or were subscribed to CLEC's services as of March 10, 2005. CLEC shall be entitled to order and BellSouth shall provision DS1 and DS3 loops that CLEC orders for the purpose of serving CLEC's Embedded Customer Base. CLEC shall self-certify, if requested to do so by BellSouth, that a DS1 or DS3 CLEC orders is to be used to serve CLEC's Embedded Customer Base. Any DS1 or DS3 Loop that BellSouth provisions prior to March 11, 2005, and that does not satisfy the criteria set out in Section 2.1.5 for access to DS1 and DS3 Loops under Section 251 shall be subject to the transition set forth in this Section 2.1.4. BellSouth shall provision any DS1 or DS3 Loop that CLEC orders that it self-certifies. BellSouth shall have the right to dispute CLEC's ability to obtain such Loop after provisioning utilizing the process set forth in Section 2.1.5.2 below.~~

~~4.2.2~~

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

~~5.4.3.2~~



*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

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

**ISSUE 9:**

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

**This issue is addressed by the CompSouth proposed language included under Issue 1. In addition, CompSouth proposes the following language to apply to bulk migrations of lines from one service platform to another associated with the transition off certain Section 251(c)(3) UNEs.**

BellSouth addressed language for the first part of Issue 9 and subpart (a) in Issue 1 and in Exhibit PAT-1, Section 1.7. BellSouth addressed language for subpart (b) in Sections 2.1.4.12, 6.2.6.10 and 6.9.1.10 of Exhibit PAT-1. Although BellSouth does not believe that the CompSouth language below addresses this issue, BellSouth is willing to accept the language as modified. Hot cut performance is not an issue in this proceeding, thus BellSouth strikes CompSouth's new proposed language below.

**Bulk Migration**

**2.1.9.4**

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

**2.1.9.5**

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

**Hot-Cut Performance**

**4.2.6**

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

**ISSUE 10:**

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

BellSouth believes that the additional language below provided by CompSouth is not applicable to this issue. BellSouth provided its response to this issue in its response to Issue 1 and in Exhibit PAT-1. BellSouth believes the CompSouth language below addresses Issues 2 and 9.

1.67

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

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

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

**ISSUE 11:**

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

**CLEC orders that are properly and timely placed should be considered part of the "embedded base" of customers for purposes of the *TRRO* transition. Specific contract language addressing the definition of "embedded base" is included under Issue 8. CompSouth's proposed contract language regarding the *TRRO* transition is included under Issue 1.**

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

**ISSUE 12:**

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

Because CompSouth's proposed language was taken from BellSouth's standard proposal, BellSouth does not object to the language below. However, this language does not address issue 12. BellSouth simply proposes that the Commission's SEEMs plan be amended to remove measurements and penalties associated with de-listed UNEs.

**1.3**

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

**1.4**

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

**ISSUE 13: TRO – COMMINGLING**

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

1.11 Commingling of Services

- 1.11.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that CLEC has obtained at wholesale from BellSouth, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities. ~~The wholesale services that can be commingled with Network Elements or a Combination include network elements required to be unbundled under Section 271.~~ CLEC must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.
- 1.11.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or 2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.
- 1.11.3 Unless expressly prohibited by the terms of this Attachment, BellSouth shall permit CLEC to Commingle an unbundled Network Element or a Combination of unbundled Network Elements with wholesale (i) services obtained from BellSouth, ~~(ii) services obtained from third parties or (ii) facilities provided by CLEC.~~ For purposes of example only, CLEC may Commingle unbundled Network Elements or Combinations of unbundled Network Elements with wholesale other services and facilities including, ~~but not limited to,~~ switched and special access services, or services purchased under resale arrangements with BellSouth.
- 1.11.3 Unless otherwise agreed to by the Parties, the ~~Section 251~~ Network Element portion ~~and the Section 271 unbundled network element portion~~ of a commingled circuit arrangement will be billed at the rates set forth in this Agreement and the remainder of the circuit or service ~~that is provided under tariff or under another agreement between the Parties will be billed in accordance with BellSouth's tariffed rates or rates set forth in that separate agreement.~~
- 1.11.4 When multiplexing equipment is attached to a commingled arrangement, the multiplexing equipment will be billed from the same agreement or the tariff as the higher bandwidth circuit. ~~at the cost based rate contained herein~~ : Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit ~~interconnection agreement.~~



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

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

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

**1.13 Ordering Guidelines and Processes**

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

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

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

**EXHIBIT X: ~~COMMINGLED ARRANGEMENTS IMMEDIATELY AVAILABLE~~**

**I. ~~Commingled loop and transport:~~**

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

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

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

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

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

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

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

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

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

**ISSUE 14: TRO – CONVERSIONS** *Is BellSouth required to provide conversion of special access circuits to UNE pricing, and if so, at what rates, terms and conditions and during what timeframe should such new requests for such conversions be effectuated?*

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

1.

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

**ISSUE 15: TRO – CONVERSIONS** *What are the appropriate rates, terms, conditions, and effective dates, if any, for conversion requests that were pending on the effective date of the TRO?*

**Conversions pending on the effective date of the TRO should be handled using conversion provisions set forth in the amended ICAs. See issue 14 for proposed CompSouth contract language on conversions.**

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

**ISSUE 16: TRO - LINE SHARING**

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

**Line Sharing**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

#### **MAINTENANCE AND REPAIR**

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

2.12.4 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer premise and the Termination Point of demarcation in the central office. CLBC will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

2.12.5 If the problem encountered appears to impact primarily the xDSL service, the end user should call CLBC. If the problem impacts primarily the voice service, the end user should call BellSouth. If both services are impaired, the end user should contact BellSouth and CLBC.

2.12.6 BellSouth and CLBC will work together to diagnose and resolve any troubles reported by the end user and to develop a process for repair of lines as to which CLBC has access to the High Frequency Spectrum. The Parties will continue to work together to address customer initiated repair requests and other customer impacting maintenance issues to better support unbundling of High Frequency Spectrum.

2.12.6.1 The Parties will be responsible for testing and isolating troubles on its respective portion of the loop. Once a Party ("Reporting Party") has isolated a trouble to the other Party's ("Repairing Party") portion of the loop, the Reporting Party will notify the end user to report the trouble to the other service provider. The Repairing Party will take the actions necessary to repair the loop if it determines a trouble exists in its portion of the loop.

2.12.6.2 If a trouble is reported on either Party's portion of the loop and no trouble actually exists, the Repairing Party may charge the Reporting Party for any dispatching and testing (both inside and outside the central office) required by the Repairing Party in order to confirm the loop's working status.

2.12.7 In the event CLBC's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify CLBC and allow twenty-four (24) hours to cure the trouble. If CLBC fails to resolve the trouble, BellSouth may discontinue CLBC's access to the High Frequency Spectrum on such loop.

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

**ISSUE 17: TRO – LINE SHARING – TRANSITION**

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

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

**3                    Line Sharing**

**3.4.3.1            General.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~3.1.1~~3.3.3 BellSouth's Local Ordering Handling (LOH) will provide CLEC the LSR format to be used when ordering disconnections of the High Frequency Spectrum or Subsequent Activity.

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

~~3.2.4~~CLEC shall have access for test purposes to any Loop for which it has access to the High Frequency Spectrum. CLEC may test from the collocation space, the Termination Point or the NID.

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

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

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

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

**ISSUE 18: TRO – LINE SPLITTING** *What is the appropriate ICA language to implement BellSouth's obligations with regard to line-splitting?*

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

**3 Line Splitting**

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

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

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

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

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

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

3.63.4 Provisioning Line Splitting and Splitter Space

3.6.133.4.13 The Data LEC, Voice CLEC, a third party or BellSouth may provide the splitter. When CLEC or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the

serving wire center to the NID at the End User's location; a collocation cross-connection connecting the Loop to the collocation space; a second collocation cross-connection from the collocation space connected to a voice port; the high frequency spectrum line activation, and a splitter. When BellSouth owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location with CFA and splitter port assignments, and a collocation cross-connection from the collocation space connected to a voice port.

~~3.6.14~~ 3.4.14 An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.

~~3.6.15~~ 3.4.15 The foregoing procedures are applicable to migration from a UNE-P arrangement to Line Splitting Service, ~~including a Line Splitting Service that includes a commingled arrangement of Loop and unbundled local switching pursuant to Section 271.~~

3.4.16 Provisioning Line Splitting and Splitter Space-UNE-L

3.4.17 The voice CLEC provides the splitter when providing Line Splitting with UNE-L. When CLEC owns the splitter, Line Splitting requires the following: a Loop from NID at the End User's location to the serving wire center and terminating into a distribution frame or its equivalent.

~~3.7.3~~ 3.5 CLEC Provided Splitter – Line Splitting

~~3.7.13~~ 3.5.13 To order High Frequency Spectrum on a particular Loop, CLEC must have a DSLAM collocated in the central office that serves the End User of such Loop.

3.5.14 CLEC must provide its own splitters in a central office and have installed its DSLAM in that central office.

~~3.7.15~~ 3.5.15 CLEC may purchase, install and maintain central office POTS splitters in its collocation arrangements. CLEC may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.

~~3.7.16~~ 3.5.16 Any splitters installed by CLEC in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. CLEC may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

~~3.8.3~~ 3.6 Maintenance – Line Splitting UNE-P and UNE-L.

~~3.8.13~~ 3.6.13 BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

- ~~3.8.14~~ 3.6.14 CLEC shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, damages, injury, and costs including reasonable attorney's fees, -damages, and costs, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.
- ~~3.6.15~~ BellSouth must make all necessary network modifications, including providing non-discriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.



**ISSUE 19: TRO – SUB-LOOP CONCENTRATION**

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

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

**ISSUE 20: TRO – PACKET SWITCHING**    *What is the appropriate ICA language, if any, to address packet switching?*

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

**ISSUE 21: TRO – CALL-RELATED DATABASES** *What is the appropriate language, if any, to address access to call related databases?*

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

**4.4.3.1**

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

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

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

**8 Directory Assistance Data**

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

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

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

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

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

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

**ISSUE 22: TRO – GREENFIELD AREAS**

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

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

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

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

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

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

\_\_\_\_\_ If a request is received by BellSouth for a copper Loop, and the copper facilities have not yet been retired,

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

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

**ISSUE 23: TRO- HYBRID LOOPS**

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

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

**2.1.3**

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

**2.1.3.1**

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



**ISSUE 24: TRO- END USER PREMISES**     *Under the FCC's definition of a loop found in 47 C.F.R. § 51.319(a), is a mobile switching center or cell site an "end user customer's premises"?*

**BellSouth accepts CompSouth's proposed language:**

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

**ISSUE 25: TRO -- ROUTINE NETWORK MODIFICATIONS**

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

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

**1.9 Routine Network Modifications**

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

1.9.2 ~~BellSouth shall perform routine network modifications pursuant to the existing non-recurring charges and recurring rates ordered by the state commission for the loop and transport facilities set forth in Exhibit A and not at an additional charge. RNM shall be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 of this Agreement except to the extent such RNM were anticipated in the setting of such intervals. BellSouth demonstrates that such RNM were not anticipated in the setting of such intervals. If BellSouth has believes that it has not anticipated a requested network modification as being a RNM and has not recovered the costs of such RNM in the rates set forth in Exhibit A, then such request will be handled as a project on an individual case basis. BellSouth will provide a price quotate for the request and, upon receipt of payment from CLEC, BellSouth shall perform the RNM. BellSouth can seek resolution from the state commission. However, in the interim, BellSouth will perform the RNM at the existing recurring and non-recurring rates associated with the provision of the loop or transport facility. There may not be any double recovery or retroactive recovery of these costs.~~

**Line Conditioning:**

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

**Line Conditioning**

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

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

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

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

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

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

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

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

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

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

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

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

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

**ISSUE 26: TRO – RNM (Pricing)**

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

See Issue 25 for BellSouth proposed contract language.

**ISSUE 27: TRO – FIBER TO THE HOME**

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

**See Issue 22 for CompSouth proposed contract language.**

**See Issue 22 for BellSouth proposed contract language.**



**ISSUE 28: TRO-EEL Audits**

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

**CompSouth notes that Issue 28 is limited to the question of "EELs audits." The issue of implementation of EELs "service eligibility criteria is also a critical TRO implementation issue. CompSouth includes proposed language on that issue here because EELs eligibility criteria are not otherwise identified as an issue in the Issues List.**

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

**EELs Audit provisions**

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

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

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

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

#### EELS Eligibility Criteria

##### 5.3 ~~Enhanced Extended Links (EELs)~~

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

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

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

##### 5.3.4 ~~Service Eligibility Criteria~~

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

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

- ~~5.3.4.1) CLEC has received state certification to provide local voice service in the area being served;~~
- ~~5.3.4.2) For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1 equivalent circuit on a fully utilized DS3 EEL:~~
  - ~~5.3.4.2.1) Each circuit to be provided to each End User will be assigned a local number prior to the provision of service over that circuit;~~
  - ~~5.3.4.2.2) Each DS1 equivalent circuit on a fully utilized DS3 EEL must have its own local number assignment so that each fully utilized DS3 must have at least twenty-eight (28) local voice numbers assigned to it;~~
  - ~~5.3.4.2.3) Each circuit to be provided to each End User will have 911 or E911 capability prior to provision of service over that circuit;~~
  - ~~5.3.4.2.4) Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of 47 C.F.R. § 51.318(c); if the EEL is commingled with a wholesale service, the wholesale service must terminate at the collocation arrangement;~~
  - ~~5.3.4.2.5) Each circuit to be provided to each End User will be served by an interconnection trunk over which CLEC will transmit the calling party's number in connection with calls exchanged over the trunk;~~
  - ~~5.3.4.2.6) For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one (1) active DS1 local service interconnection trunk over which CLEC will transmit the calling party's number in connection with calls exchanged over the trunk; CLEC is not required to associate the individual EEL collocation termination point with a local interconnection trunk in the same wire center; and~~
  - ~~5.3.4.2.7) Each circuit to be provided to each End User will be served by a switch capable of switching local voice traffic;~~
  - ~~5.3.4.2.8) For a new circuit to which Section 5.3.4.2.3 applies, CLEC may initiate the ordering process if CLEC certifies that it will not begin to provide any service over that circuit until a local telephone number is assigned and 911/E911 capability is provided. In such case, CLEC shall satisfy EEL eligibility criteria if it assigns the required local telephone number(s) and implements 911/E911 capability within 30 days after BellSouth provisions such new circuit.~~
  - ~~5.3.4.2.9) CLEC may provide the required certification by sending a confirming letter to BellSouth on a blanket basis. A disconnect notice for any single circuit shall be sufficient to constitute notification to BellSouth that a blanket certification for multiple circuits that were part of a single order has been modified. In addition, CLEC may provide written notification from time to time, or will provide written confirmation in response to a request from BellSouth made no more often than once each calendar year, certifying that CLEC's EELs circuits satisfy all of the eligibility criteria set out above.~~

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

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

**ISSUE 30:    ISP Remand Core Forbearance Order**

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

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

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

**ISSUE 31:    General Issue**

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

**CompSouth does not propose contract language associated with this Issue. Issue 31 is a legal/procedural issue to be determined by the Commission this proceeding.**

*Exhibit JPG-1*  
*CompSouth Proposed Contract Language*

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